

# **EXHIBIT 1**

**DISTRIBUTOR CLASS ACTION SETTLEMENT AGREEMENT**  
**WITH ACUTE CARE HOSPITALS**

## TABLE OF CONTENTS

I.	Definitions .....	1
II.	Representations and Warranties .....	7
III.	Class Definition .....	9
IV.	Settlement Funds .....	10
V.	Approval and Notice.....	14
VI.	Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination .....	19
VII.	Notice and Claims Administrators and Special Master.....	21
VIII.	Class Counsel’s Attorneys’ Fees and Expenses .....	24
IX.	Releases and Dismissal.....	24
X.	Miscellaneous Provisions .....	28

This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of September 26, 2024, by and between defendants Cencora, Inc. (“*Cencora*”), Cardinal Health, Inc. (“*Cardinal*”), and McKesson Corporation (“*McKesson*”) (each, individually, a “*Settling Distributor*” and, collectively, the “*Settling Distributors*”) and Class Counsel for Class Representatives, both individually and on behalf of the Class in the above-captioned action. The Class Representatives, the Class, and the Settling Distributors are collectively referred to for purposes of this Agreement as the “*Settling Parties*,” and each, individually, a “*Settling Party*.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

## **I. Definitions**

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

A. “*Action*” means *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.).

B. “*Acute Care Hospital*” means an entity that, at any time on or after January 1, 2009: (a) provides medical care and other related services for surgery, acute medical conditions, or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appears as either active or inactive under its current or former name, including any hospital that has changed its name through merger, acquisition, or any other change to its corporate form, in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital, or (ii) includes an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”), 42 U.S.C. § 1395dd, *et seq.*

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

D. “*Attorneys’ Fees and Expenses*” means (a) payment to Class Counsel of attorneys’ fees and litigation expenses and charges (including expert and consulting fees) in an amount to be determined by the Court; and (b) payment of Service Awards to Class Representatives, in an amount to be determined by the Court. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds.

E. “*Claim*” means any past, present or future cause of action, claim for relief, cross claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such

cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

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

G. “*Claim Form*” means the document or online form, in the form attached as Exhibit E to this Agreement, that Class Members are required to submit if they elect to receive an Allocated Amount in their Registration Form.

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

I. “*Class Counsel*” or “*Settlement Class Counsel*” means, collectively, John W. (“Don”) Barrett of Barrett Law Group, P.A.; Warren T. Burns of Burns Charest LLP; Robert A. Clifford of Clifford Law Offices, P.C.; Steven B. Farmer of Farmer Cline & Campbell, PLLC; Charles J. LaDuca of Cuneo, Gilbert, & LaDuca, LLP; and Steven A. Martino of Taylor Martino, P.C. Mr. Barrett is designated as Lead Counsel.

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

K. “*Class Representatives*” or “*Settlement Class Representatives*” means the plaintiffs bringing the Action and the following Other Actions: *Florida Health Sciences Center, Inc., et al. v. Richard Sackler, et al.*, Case No. 19-018882 (Cir. Ct. Broward Cnty., Fla.); *The DCH Health Care Authority, et al. v. Purdue Pharma, L.P., et al.*, Case No. CV-19-07 (Cir. Ct. Conecuh Cnty., Ala.); *Fort Payne Hospital Corporation, et al. v. McKesson Corporation, et al.*, Case No. 21-cv-2021-900016.00 (Cir. Ct. Conecuh Cnty., Ala.); and *Lester E. Cox Medical Centers d/b/a Cox Medical Centers, et al. v. Amneal Pharms., LLC, et al.*, No. 6:22-cv-3192 (W.D. Mo.).

L. “*Court*” means the United States District Court for the District of New Mexico.

M. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing,

programs, or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (4) diversion control programs or suspicious order monitoring; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include (a) noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals; or (b) breach of contract or similar commercial claims arising in the ordinary course of business between a Releasor and a Settling Defendant that are wholly unrelated to the Released Claims.

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

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

P. “*Escrow Agent*” means the agent to be selected as set forth in Section IV.C.1.

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

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

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

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

U. “*Net Settlement Funds*” means the Settlement Funds, less the payments set forth in Section VII.B.1.

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

W. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity. For the avoidance of doubt, a Non-Party Settlement does not include a class settlement under Rule 23 of the Federal Rules of Civil Procedure.

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

Y. “*Notice*” means the Court-approved form of the notice, substantially similar to the form attached as Exhibit H to this Agreement, advising Class Members of their rights with respect to this Agreement in accordance with Section V.D.

Z. “*Notice and Administrative Costs*” means the reasonable sum of money, of up to five million U.S. Dollars (\$5,000,000.00), to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, as approved by the Court.

AA. “*Notice and Claims Administrators*” means the notice and claims administrators to be selected by Class Counsel, with the consent of the Settling Distributors, and approved by the Court.

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

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

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

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

FF. “*Other Action(s)*” means a lawsuit brought on behalf of any Acute Care Hospital or any entity listed in Exhibit A against Settling Distributors and asserting claims that are Released Claims under this Agreement, including but not limited to those actions listed in Exhibit B.

GG. “*Plaintiffs*” means the Class Members named as plaintiffs in the Action and the Other Actions.

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

II. “*Preliminary Approval Order*” means the order (or orders) of the Court preliminarily approving this Agreement and the Settlement, as set forth fully in Section V.C.

The form of Preliminary Approval Order submitted to the Court shall be in the form of the order attached hereto as Exhibit F.

JJ. “*Product*” means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

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

LL. “*Registration Form*” means the document or online form, in the form attached as Exhibit D to this Agreement, that Class Members are required to submit to register to receive an Allocated Amount under this Agreement.

MM. “*Released Claims*” means any and all Claims, including Unknown Claims, against the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the settlement. Without limiting the foregoing, Released Claims include any claims that have been, are, or could be asserted against the Settling Distributors by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, whether or not such Releasor has brought such action or proceeding. Released Claims also include all claims against Settling Distributors asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

NN. “*Released Entities*” means the Settling Distributors and:

1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Distributor;
2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Distributors or the foregoing entities);



4. all past and present joint ventures (whether direct or indirect) of each Settling Distributor or its subsidiaries, including in any Settling Distributor's or its subsidiary's capacity as a participating member in such joint venture;

5. all direct or indirect parents and shareholders of the Settling Distributors (solely in their capacity as parents or shareholders of the applicable Settling Distributor with respect to Covered Conduct); and

6. any insurer of any Settling Distributor or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section I.MM).

Any person or entity described in subsections (3)-(6) above shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. Any joint venture or past or present subsidiary of a Settling Distributor is a Released Entity, including any joint venture between a Settling Distributor or any Settling Distributor's subsidiary and a pharmacy (or any subsidiary of a pharmacy); *provided, however*, that any joint venture partner of a Settling Distributor or a Settling Distributor's subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above.

OO. “*Releasors*” means the Plaintiffs, any Class Representatives, the Class, and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, sister companies, affiliates (including all members of or entities associated with the Class Member's health system or health network), joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, vendors, independent contractors, stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing). The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

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

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

RR. “*Settlement Amount*” means the agreed upon total payment of three hundred ninety million U.S. Dollars (\$390,000,000.00), inclusive of any and all expenses, fees, and costs, including, without limitation, any common benefit assessment ordered by a court pursuant to the Ongoing Common Benefit Order in MDL Case No. 1:17-md-2804,<sup>1</sup> which sums represent

---

<sup>1</sup> The Parties acknowledge that the extent of any Class Member's obligation to make any common benefit assessment may be subject to court challenge. For the avoidance of doubt, the Settlement Amount is limited to three hundred ninety million U.S. Dollars (\$390,000,000.00) and under no circumstances will Settling Distributors be responsible for any additional expenses, costs, or fees related to the Settlement.

compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for the operational losses for Class Members resulting from providing treatment to individuals with substance use disorder, opioid use disorder, or other opioid-related conditions.

SS. “*Settlement Funds*” means the Settlement Amount plus any interest that may accrue on the Settlement Amount from the date the Settling Distributors pay the Settlement Amount or any portion thereof.

TT. “*Settling Distributors’ Counsel*” means Wachtell, Lipton, Rosen & Katz, Jenner & Block LLP, and Cravath, Swaine & Moore LLP, or any other law firm so designated in writing by the Settling Distributors.

UU. “*Special Master*” means Judge Thomas Hogan (Ret.), and any successor, who shall be nominated by Class Counsel, with the consent of the Settling Distributors, and appointed by the Court, or such other individual as the Court shall appoint, with the consent of the Settling Parties, to administer the Plan of Allocation, including determining the Allocated Amounts (in conjunction with the Notice and Claims Administrators) and resolving any disputes regarding the Allocated Amounts. The provisions of Sections VII.A.1–2, 4–7 apply to the Special Master.

VV. “*Summary Notice*” means the form of summary notice attached as Exhibit I to be distributed as set forth in Section V.D.

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

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

## **II. Representations and Warranties**

**A. Class Representatives’ Representations and Warranties.** Class Representatives represent and warrant to Settling Distributors as follows:

1. Each of the Class Representatives is a Class Member.
2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan or lien.

4. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by any of the Settling Distributors, their agents, or their representatives, except those expressly stated in this Agreement.

5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.

6. Each of the Class Representatives has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with Class Counsel or other attorneys.

7. Each of the Class Representatives has all necessary competence and authority to enter into this Agreement on its own behalf and on behalf of the Class, has authorized the execution and performance of this Agreement, has authorized Class Counsel to sign this Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it.

8. None of the Class Representatives will submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement. None of the Class Representatives will solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement.

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

1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.

2. Because Class Counsel believes that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or seek any relief inconsistent with this Settlement.

3. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.

4. Each of the Class Representatives has approved and agreed to be bound by this Agreement.

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

C. **Settling Distributors' Representations and Warranties.** The Settling Distributors represent and warrant to Class Representatives as follows:

1. Each of the Settling Distributors has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
2. None of the Settling Distributors is relying on any statement, representation, omission, inducement, or promise by Class Representatives, Class Members, or Class Counsel, except those expressly stated in this Agreement.
3. Each of the Settling Distributors, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.
4. Each of the Settling Distributors has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.
5. Each of the Settling Distributors has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

### III. **Class Definition**

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

1. The Class shall consist of all entities that fall within one or more of the following categories:
  - a. All Acute Care Hospitals in the United States that (i) are not owned or operated by a federal, state, county, parish, city, or other municipal government; and (ii) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through the date of entry of the Preliminary Approval Order;
  - b. all entities listed on Exhibit A; and
  - c. all Plaintiffs in the Other Actions listed on Exhibit B.

Exhibits A and B are non-exhaustive lists and do not purport to identify all members of the Class.

2. The following are excluded from the Class:
  - a. Any Acute Care Hospital whose Released Claims have been released by any other settlement with the Settling Distributors.

**B. Ability to Cure Omissions.** In the event that the Settling Parties agree that an entity or Other Action was omitted from Exhibit A or B, the Settling Parties may, at any time before entry of the Final Approval Order, amend such Exhibit to add such an entity or Other Action. The Settling Parties agree that they will act reasonably in considering any claim of such omission.

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

#### **IV. Settlement Funds**

**A. Settlement Payment.** Within thirty (30) days following the entry of the Preliminary Approval Order, Settling Distributors shall pay or cause to be paid the Settlement Amount of three hundred ninety million U.S. Dollars (\$390,000,000.00) in full, in accordance with the payment terms set forth in Section IV.B.

1. Within three (3) business days following the entry of the Preliminary Approval Order, Class Counsel will provide wire instructions and other information necessary for payment, pursuant to instructions to be communicated by each Settling Distributor no later than the business day following the entry of the Preliminary Approval Order.

2. Settling Distributors will deposit the Settlement Amount into the Escrow Account.

3. The Settlement Amount shall not be subject to reduction, and, upon the occurrence of the Effective Date, no funds may be returned to the Settling Distributors.

4. The Settlement Amount will be allocated among the Settling Distributors as follows: McKesson – 38.1%; Cencora – 31.0%; and Cardinal – 30.9%. The obligations of the Settling Distributors are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share of the Settlement Amount.

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

**C. The Escrow Account and Agent.**

1. The Settling Parties shall arrange for the Escrow Account to be established at Pinnacle Bank, with such bank serving as the Escrow Agent subject to an Escrow Agreement, and such escrow to be administered under the Court's continuing supervision and control. Should Pinnacle Bank be unable to serve as Escrow Agent for any reason, the Court shall appoint a replacement, subject to the approval of the Settling Parties, which is not to be unreasonably withheld. To the extent that there is any ambiguity or inconsistency when this Agreement and the Escrow Agreement are read together, the terms of this Agreement shall control.

2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A in U.S. agency or treasury securities or other instruments backed by the full faith & credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Escrow Agent will not invest in any instruments that a "qualified settlement fund," within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service ("IRS") guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from the Settling Distributors. The Settling Distributors shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.

3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement, the Escrow Agreement, or by order of the Court. For the avoidance of doubt, the Escrow Agent is authorized, and Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement, the Escrow Agreement, or as directed by the Court.

4. The Escrow Agent may disburse up to five million U.S. Dollars (\$5,000,000.00) to the Notice and Claims Administrators for reasonable Notice and Administrative Costs as approved by the Court.

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



#### D. Taxes.

1. The Escrow Account shall be, and shall be treated by the Settling Parties and the Escrow Agent as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Escrow Agent as its administrator. The Escrow Agent shall not take any action or tax position inconsistent with such treatment. In addition, the Escrow Agent shall timely make such elections as necessary or advisable, and do all things necessary to carry out the provisions of this Section IV.D, and shall, in any event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Escrow Account qualifies as a qualified settlement fund for federal and state income tax purposes. Notwithstanding anything in the Agreement to the contrary, the Escrow Agent shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Settling Distributor.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Escrow Agent. Class Counsel shall cooperate with and cause the Escrow Agent to, and the Escrow Agent shall, satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Settling Distributors; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account, including with respect to any distributions from the Escrow Account; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Settling Distributors; and (v) providing instructions for the release of sufficient funds from the Escrow Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.D.3 and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section IV.D.1, shall be consistent with the provisions of this Section IV.D.2 and in all events shall reflect that all Taxes as defined in Section IV.D.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.D.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no

later than February 15th of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account's tax returns or other filings.

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

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



Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any other subsequently proposed or finalized relevant regulations or administrative guidance.

**V. Approval and Notice**

**A. Approval and Effectiveness.**

1. It is a condition to the Settlement that (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order in the form attached as Exhibit F, provided that any modification to the Preliminary Approval Order must be acceptable to Class Representatives and Settling Distributors, and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order.

2. It is a condition to the Settlement that (a) within a reasonable time period after the Preliminary Approval Order, the Court approve and enter the Final Approval Order in the form attached as Exhibit G, provided that any modification to the Final Approval Order must be acceptable to Class Representatives and Settling Distributors, and (b) the Final Approval Order remain in full force and effect until it becomes a Final Judgment.

3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment.

4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

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

**C. Preliminary Approval.**

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

2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice, substantially in the form of Exhibit H, and proposed Notice Plan; (iii) scheduling of the Fairness Hearing to occur after the conclusion of the notice period and no earlier than ninety (90) days following the entry of the Preliminary Approval Order; (iv) the appointment of the Escrow Agent as set forth in Section IV.C.1; (v) continuing the stay of the Action as to the Settling Distributors until the Court renders a final decision regarding the approval of the Settlement; (vi) granting a stay of all proceedings in any forum brought by Releasors as to the Settling Distributors, including all Other Actions; (vii) enjoining all Class Members from filing or prosecuting any new proceedings for Released Claims, unless and until the Class Member files a timely and valid Opt-Out Form and that Form becomes effective; and (viii) directing the Class Representatives to file motions to sever and stay the Other Actions brought by the Class Representatives as to the Settling Distributors until the Court renders a final decision regarding the approval of the Settlement, to the extent not already filed. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the *status quo* that existed immediately prior to May 1, 2024, except as expressly provided herein.

3. Class Counsel shall provide the Settling Distributors with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least five (5) business days in advance of filing and shall consider in good faith any suggestions that the Settling Distributors may have. Class Counsel shall not file such a motion without the Settling Distributors' consent, which consent shall not be unreasonably withheld.

#### **D. Notice to the Class.**

1. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval and, in any event, the notice process shall commence no later than twenty-one (21) calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrators to Class Members pursuant to the Notice Plan, subject to any modifications required by the Court. The Notice and Summary Notice are attached as Exhibits H and I to this Agreement, and any modifications to them must be acceptable to all Class Representatives and Settling Distributors in their individual discretion.

2. Class Counsel shall move, as part of the Motion for Preliminary Approval, for entry of the Notice Order. Class Counsel shall also submit to the Court for approval a proposed form of, method for, and schedule for dissemination of notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrators: (i) to request from any Acute Care Hospital that seeks to exclude any other entity from the certified Class documentation and declarations supporting any purported authority to opt out other entities and (ii) to submit a report (an “*Opt-Out Report*”), which shall be provided no later than seven (7) calendar days after the Opt-Out Deadline, as defined in Exhibit F, to the Court, Class Counsel, and Settling Distributors identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 or were otherwise inadequate.

4. No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Settling Distributors and file with the Court proof, by affidavit or declaration, of such dissemination.

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

F. **Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys’ Fees and Expenses, the Class Representatives’ Service Awards, or the Plan of Allocation be in writing. The deadline for filing the Objection with the Court shall be forty-five (45) calendar days after commencement of the dissemination of the Notice.

2. **Content of Objection.** The written Objection filed with the Court shall: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys’ Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court’s attention; (d) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector’s membership in the Class, such as the objectors’ status as an Acute Care Hospital and its treatment of patients diagnosed with opioid use disorder; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector’s behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.

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

**G. Opt-Out.**

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled "Opt-Out Form" to the Notice and Claims Administrators and email it to Settling Distributors and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must:

- a. provide an affidavit or other proof of the standing of the submitting entity and why they would be a Class Member absent the Opt-Out;
- b. provide the submitting entity's name, address, telephone number, and email address (if available);
- c. provide the entity's National Provider Identifier (if available) and CMS Certification Number (if available);
- d. provide a list of current and former names of the entity, including any and all names under which the entity does or has done business since January 1, 2009; and
- e. be received by the Notice and Claims Administrators, Class Counsel, and Settling Distributors no later than the date designated for such purpose in the Notice.

2. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, the provision of inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity's membership in the Class.

3. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, the Settling Parties will request that the deadline for receipt of Opt-Out Forms be forty-five (45) calendar days after commencement of dissemination of Notice.

4. Opt-Out Forms shall be deemed valid only for the entity named in the request.

5. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrators, Class Counsel, and Settling Distributors no later than the date designated for such purpose in the Notice.

6. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1 shall not (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.

7. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1 submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

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

9. **Opt-Out Report.** No later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and at least fifteen (15) business days prior to the Fairness Hearing, the Notice and Claims Administrators shall submit to the Court, Class Counsel, and Settling Distributors the Opt-Out Report as described in Section V.D.3.

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

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the “*Motion for Final Approval*”). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (a) enter the Final Approval Order in the form attached as Exhibit G to this Agreement, provided that any modifications to the Final Approval Order must be acceptable to Class Representatives and Settling Distributors; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Action with prejudice and directing the dismissal with prejudice of any of the Other Actions; and (e) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:

a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being

fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; finding that the Notice given to the Class Members constituted the best notice practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;

b. entering judgment dismissing the Action with prejudice as to the Settling Distributors and, except as provided for herein, without costs;

c. directing that the Other Actions be dismissed with prejudice as to the Settling Distributors and, except as provided for herein, without costs;

d. discharging and releasing the Released Entities from all Released Claims;

e. permanently barring and enjoining the institution and prosecution by Class Members of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;

f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;

g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and the Settling Distributors; and

h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

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

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

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

### **A. Occurrence of Effective Date.**

1. Upon the Effective Date, any and all remaining interest or right of the Settling Distributors in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow



Agent to the Notice and Claims Administrators as successor Escrow Agent within ten (10) business days after the Effective Date.

2. Upon the Effective Date, the Plaintiffs shall dismiss the Action and the Other Actions with prejudice as to the Released Entities, including all actions listed on Exhibit B, as provided for in the Final Approval Order.

**B. Failure of Effective Date to Occur.**

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.B-D, then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Settling Distributors less interest accrued on the Escrow Account, Notice and Administrative Costs paid, incurred, or due and owing, and Taxes or Tax Expenses paid, incurred, or due and owing (the “*Termination Refund*”), pursuant to written instructions from the Settling Distributors’ Counsel. Any amounts remaining in the Escrow Account following the Termination Refund shall be distributed by order of the Court.

2. Upon receipt of the Termination Refund, this Agreement shall terminate, and it, the Settling Distributors’ obligations under it, and all releases contained herein shall become null and void. In the event of such a termination, (a) no Class will be deemed certified as a result of this Agreement, (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated, (c) the Settling Parties shall be returned to the status quo that existed in the Action and the Other Actions immediately prior to May 1, 2024 (subject to appropriate extensions of deadlines to enable the Action and the Other Actions to proceed), and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to May 1, 2024. The Settling Parties shall then proceed in all respects as if this Agreement and related orders had not been executed.

**C. Walk-Away Right.** Settling Distributors may, in their sole discretion, terminate the Agreement by providing notice to Class Counsel within fifteen (15) business days following receipt by the Settling Distributors of the Opt-Out Report of the Notice and Claims Administrators detailing all opt-outs from the Settlement. If Settling Distributors do not provide notice of exercise of the Walk-Away Right to Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived.

**D. No Court Approval.**

1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Action and Other Actions against the Released Entities will resume unless within thirty (30) calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek

Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.

2. If the litigation against the Released Entities resumes pursuant to Section VI.D.1, or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to the Settling Distributors the Termination Refund as of the date on which notice is received, and (b) this Agreement shall terminate upon receipt of the Termination Refund.

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

## **VII. Notice and Claims Administrators and Special Master**

A. **Selection of Notice and Claims Administrators.** Class Counsel shall nominate A.B. Data Group and Cherry Bekaert Advisory, LLC, or another entity, subject to the consent of the Settling Distributors, to serve as Notice and Claims Administrators that shall be subject to appointment by the Court in the Preliminary Approval Order, and that meets the following requirements:

1. The Notice and Claims Administrators may not be an entity that has acted as counsel, or otherwise represented a party, in claims relating to opioids.

2. The Notice and Claims Administrators shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrators deem to be reasonably necessary to effectuate the Notice Plan, which is subject to Court approval as provided in Section V.C. Subject to the Court's approval, the Notice and Claims Administrators may retain any entity that the Notice and Claims Administrators deem to be reasonably necessary to provide assistance in developing and administering the Notice Plan.

3. The Notice and Claims Administrators' roles generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Registration and Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount (in consultation with the Special Master) and overseeing distribution of the Net Settlement Funds pursuant to the Plan of Allocation set forth in Exhibit C.

4. Any successor to the initial Notice and Claims Administrators shall be subject to appointment by the Court, with the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.



5. The Notice and Claims Administrators shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.

6. The Settling Distributors, Settling Distributors' Counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrators and are not subject to the authority of the Notice and Claims Administrators.

7. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrators, including fees, costs, and expenses of the Notice and Claims Administrators, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Settling Distributors shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

**B. Distribution of Settlement Funds.**

1. Upon further orders of the Court, the Notice and Claims Administrators, subject to such supervision and direction of the Court, Class Counsel, and/or the Special Master, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:

a. to pay reasonable fees and costs, including legal fees, as compensation to the Escrow Agent for services rendered, as provided for in Section 7 of the Escrow Agreement and Exhibit C attached thereto;

b. to pay, up to five million U.S. Dollars (\$5,000,000.00), for Notice and Administrative Costs reasonably and actually incurred in connection with providing notice to the Class in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;

c. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;

d. to pay the Taxes and Tax Expenses as defined herein;

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

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

2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due; and (c) reasonable fees and costs, including legal fees, may be paid as compensation to the Escrow Agent for services rendered, as provided for in Section 7 of the Escrow Agreement and Exhibit C attached thereto.

**C. Distribution of Net Settlement Funds.**

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

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

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

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

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

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

## **VIII. Class Counsel's Attorneys' Fees and Expenses**

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

B. **Allocation.** Any fees and expenses awarded by the Court shall be allocated and distributed by and among Class Counsel using their judgment to compensate each counsel fairly based on their contribution to the institution, prosecution, and resolution of the Action and the Other Actions.

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

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

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

F. **Service Award.** Class Representatives may request Service Awards in connection with their representation of the Class. Class Representatives' support for the Settlement is not in any way conditioned on their right to request, or receipt of, Service Awards.

## **IX. Releases and Dismissal**

A. **No Future Actions Following Release.** As of the Effective Date, the Released Entities will be fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor will, on or before the Effective Date, hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to

Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Class Members shall look solely to the Settlement Funds for settlement and satisfaction against the Settling Distributors of all claims that are released hereunder.

**B. Claim-Over and Non-Party Settlement.**

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

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Settling Distributors in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by the subsection is a material term of this Agreement.

4. To the extent that, on or after the Effective Date, a settlement on behalf of a class that would otherwise be a Non-Party Settlement is submitted to a court for preliminary or final approval under Rule 23 of the Federal Rules of Civil Procedure, the proponents of the settlement will include, unless prohibited by applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Settling Distributors in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. For the avoidance of doubt, the Settling Parties acknowledge that the effectiveness of any such provision will depend upon its approval by the court to which the settlement agreement is submitted in accordance with Rule 23 of the Federal Rules of Civil Procedure. The obligation to include the prohibition and/or release required by the subsection is a material term of this Agreement.

5. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

6. The provisions of this Section IX.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

7. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Non-Party Covered Conduct Claim against the Released Entities related to the Released Claims, that Class Member and the Settling Distributors shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released Entities than the amounts owed under this Agreement by the Settling Distributors:

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

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

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

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

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

(ii) Such other actions as that Releaser and the Settling Distributors may devise to hold the Released Entities harmless from the Claim-Over.

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

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

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

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

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

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

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Distributor (whether derivatively or otherwise), under any legal or equitable theory,



including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Distributor.

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

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

H. **Cooperation.** Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Settling Distributors to secure the prompt dismissal of any and all Released Claims.

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

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

## **X. Miscellaneous Provisions**

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

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

C. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.D, this Agreement, including its exhibits and any other attachments, embodies the entire Agreement and understanding between and among the

Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

The exhibits to this Agreement are:

Exhibit A	Non-Exhaustive List of Certain Class Members
Exhibit B	List of Other Actions
Exhibit C	Plan of Allocation
Exhibit D	Registration Form
Exhibit E	Claim Form
Exhibit F	Form of Preliminary Approval Order
Exhibit G	Form of Final Approval Order
Exhibit H	Form of Notice
Exhibit I	Form of Summary Notice

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

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

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



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

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

I. **Litigation Cooperation.** Upon request by the Settling Distributors, Class Representatives agree to cooperate in the provision of de-identified data from the Class Representatives for the sole purpose of a Released Entity recovering amounts owed to it pursuant to any insurance contract. If such request includes information beyond what was previously produced in the Other Actions or used to support the Class Representatives' Registration and/or Claim Forms, the costs to extract, de-identify, and certify HIPAA compliance of such data shall be borne by Settling Distributors. Upon request by the Class Representatives, the Settling Distributors agree to cooperate in the provision of records and accompanying business records affidavits or a declaration pursuant to Federal Rule of Evidence 803 pertaining to documents produced by the Settling Defendants with true and correct facts relevant to the authenticity of documents produced in the Action or Other Actions.

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

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

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

John W. (“Don”) Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095  
donbarrettpa@gmail.com

Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street, Suite 500  
Dallas, TX 75202  
wburns@burnscharest.com

Robert A. Clifford  
CLIFFORD LAW OFFICES, P.C.  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602  
rclifford@cliffordlaw.com

Steven B. Farmer  
FARMER, CLINE & CAMPBELL, PLLC  
746 Myrtle Road  
Charleston, WV 25314  
sbfarmer@fcclaw.net

Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016  
charlesl@cuneolaw.com

Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602  
SteveMartino@taylormartino.com

If directed to the Settling Distributors, address notice to:

*Cencora's attorneys at:*

Michael T. Reynolds  
CRAVATH, SWAINE & MOORE  
Two Manhattan West  
375 Ninth Avenue  
New York, NY 10001  
mreynolds@cravath.com

*Cardinal's attorneys at:*

Elaine P. Golin  
WACHTELL, LIPTON, ROSEN & KATZ  
51 West 52nd Street  
New York, NY 10019  
EPGolin@wlrk.com

*McKesson's attorneys at:*

Brian Hauck  
JENNER & BLOCK LLP  
525 Market Street, # 2900  
San Francisco, CA 94105  
BHauck@jenner.com

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

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

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

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

O. **Severability.** If any provision of this Settlement Agreement—excepting Section III (Class Definition), Section IV (Settlement Funds), Section V (Approval and Notice), Section VI (Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination), and Section IX (Releases and Dismissal)—were for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement.

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

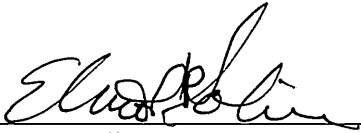
Q. **Confidentiality.** The terms of this Agreement shall remain confidential until the Motion for Preliminary Approval is filed, unless the Settling Distributors and Class Counsel agree otherwise, *provided* that the Settling Parties may disclose the terms of this Settlement to accountants, lenders,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

[Signature Pages Follow]

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement in several counterpart originals as of the date set forth below.

Agreed to as of this 26<sup>th</sup> of September 2024.

**COUNSEL FOR THE SETTLING DISTRIBUTORS:**

By:   
Elaine P. Golin  
WACHTELL, LIPTON, ROSEN &  
KATZ  
51 West 52nd Street  
New York, NY 10019  
*Counsel for Cardinal Health, Inc.*

By: \_\_\_\_\_  
Michael T. Reynolds  
CRAVATH, SWAINE & MOORE  
LLP  
Two Manhattan West  
375 Ninth Avenue  
New York, NY 10001  
*Counsel for Cencora, Inc.*

By: \_\_\_\_\_  
Brian Hauck  
JENNER & BLOCK LLP  
525 Market Street, # 2900  
San Francisco, CA 94105  
*Counsel for McKesson Corporation*

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement in several counterpart originals as of the date set forth below.

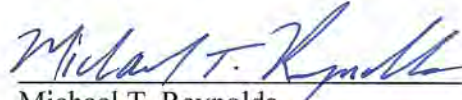
Agreed to as of this 26<sup>th</sup> of September 2024.

**COUNSEL FOR THE SETTling DISTRIBUTORS:**

By: \_\_\_\_\_

Elaine P. Golin  
WACHTELL, LIPTON, ROSEN &  
KATZ  
51 West 52nd Street  
New York, NY 10019  
*Counsel for Cardinal Health, Inc.*

By: \_\_\_\_\_

  
Michael T. Reynolds  
CRAVATH, SWAINE & MOORE  
LLP  
Two Manhattan West  
375 Ninth Avenue  
New York, NY 10001  
*Counsel for Cencora, Inc.*

By: \_\_\_\_\_

Brian Hauck  
JENNER & BLOCK LLP  
525 Market Street, # 2900  
San Francisco, CA 94105  
*Counsel for McKesson Corporation*


IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement in several counterpart originals as of the date set forth below.

Agreed to as of this 26<sup>th</sup> of September 2024.


**COUNSEL FOR THE SETTLING DISTRIBUTORS:**


By: \_\_\_\_\_  
Elaine P. Golin  
WACHTELL, LIPTON, ROSEN &  
KATZ  
51 West 52nd Street  
New York, NY 10019  
*Counsel for Cardinal Health, Inc.*

By: \_\_\_\_\_  
Michael T. Reynolds  
CRAVATH, SWAINE & MOORE  
LLP  
Two Manhattan West  
375 Ninth Avenue  
New York, NY 10001  
*Counsel for Cencora, Inc.*

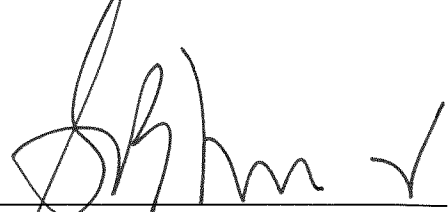
By:  \_\_\_\_\_  
Brian Hauck  
JENNER & BLOCK LLP  
525 Market Street, # 2900  
San Francisco, CA 94105  
*Counsel for McKesson Corporation*


**CLASS COUNSEL:**

By:   
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By:   
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By:   
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By:   
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

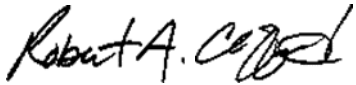
By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602



**CLASS COUNSEL:**


By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By:  \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By:  \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**EXHIBIT A**

**Non-Exhaustive List of Certain Class Members<sup>1</sup>**

Abilene Regional Medical Center	Alta Bates Summit Medical Center -Summit Campus
Abrazo Arizona Heart Hospital	Amery Hospital & Clinic
Abrazo Arrowhead Campus	Anderson Regional Medical Center
Abrazo Central Hospital	Angel Medical Center
Acquisition Bell Hospital, LLC	Annie Penn Hospital
Advanced Care Hospital of White County	Appalachian Regional Healthcare, Inc.
AHS Claremore Regional Hospital, LLC	ARH Our Lady of the Way Hospital
AHS Cushing Hospital, LLC	ARH Tug Valley Health Services, Inc.
AHS Henryetta Hospital, LLC	Arizona Orthopedic and Surgical Specialty Hospital
AHS Hillcrest Medical Center, LLC	Arizona Spine and Joint Hospital LLC
AHS Pryor Hospital, LLC	Ashley Valley Medical Center, LLC
AHS Southcrest Hospital, LLC	Athens Hospital, LLC
Aiken Regional Medical Centers	Athens Regional Medical Center
Alamance Regional Medical Center (ARMC)	Aventura Hospital and Medical Center
Alamance Regional Pain Clinic	Avera Creighton Hospital
Alaska Regional Hospital	Avera De Smet Memorial Hospital
Albany Medical Center Hospital	Avera Dells Area Hospital
Allegheny Health Network	Avera Flandreau Hospital
Allegiance Behavioral Health Center of Plainview, L.L.C.	Avera Gettysburg Hospital
Allegiance Health Center of Monroe	Avera Granite Falls
Allegiance Health Center of Ruston, LLC	Avera Gregory Hospital
Allegiance Hospital of Many, LLC	Avera Hand County Memorial Hospital
Allegiance Hospital of North Little Rock, LLC d/b/a Allegiance Health Management - North Metro Medical Center	Avera Heart Hospital
Allegiance Medical Center of Ruston, LLC	Avera Holy Family Hospital
Allegiance Specialty Hospital of Greenville, LLC	Avera Marshall Regional Medical Center
Alliance Healthcare System	Avera McKennan Hospital & University Health Center
AllianceHealth Clinton	Avera Medical Group Granite Falls
AllianceHealth Deaconess	Avera Merrill Pioneer Hospital
AllianceHealth Durant	Avera Queen of Peace Hospital
AllianceHealth Madill	Avera Sacred Heart Hospital
AllianceHealth Midwest	Avera St. Anthony's Hospital
AllianceHealth Ponca City	Avera St. Benedict Health Center
AllianceHealth Seminole	Avera St. Luke's Hospital
AllianceHealth Woodward	Avera St. Mary's Hospital
Alta Bates Summit Medical Center - Ashby & Herrick	Avera Tyler Hospital
	Avera Westkota Memorial Hospital
	Bailey Medical Center, LLC
	Baptist Health Corbin
	Baptist Health Deaconess Madisonville

---

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

Baptist Health Floyd  
 Baptist Health LaGrange  
 Baptist Health Lexington  
 Baptist Health Louisville  
 Baptist Health Paducah  
 Baptist Health Richmond, Inc.  
 Baptist Healthcare Systems, Inc. (KY)  
 Baptist Hospital Inc. (FL)  
 Baptist Medical Center  
 Baptist Memorial Hospital - Attala  
 Baptist Memorial Hospital - Booneville  
 Baptist Memorial Hospital - Calhoun  
 Baptist Memorial Hospital - Collierville  
 Baptist Memorial Hospital - Crittenden  
 Baptist Memorial Hospital - DeSoto  
 Baptist Memorial Hospital - Golden Triangle  
 Baptist Memorial Hospital - Huntingdon  
 Baptist Memorial Hospital - Jonesboro, Inc.  
 Baptist Memorial Hospital - Leake  
 Baptist Memorial Hospital - Memphis  
 Baptist Memorial Hospital - North MS  
 Baptist Memorial Hospital - Tipton  
 Baptist Memorial Hospital - Union City  
 Baptist Memorial Hospital - Union County  
 Baptist Memorial Hospital - Yazoo  
 Baptist Memorial Hospital for Women  
 Baptist Memorial Rehabilitation Hospital  
 Baptist Memorial Restorative Care Hospital  
 Barbourville ARH Hospital  
 Bartow Regional Medical Center, Inc.  
 BayCare Alliant Hospital, Inc.  
 Bayfront Health - Spring Hill  
 Bayfront Health Brooksville  
 Bayfront Health Port Charlotte  
 Bayfront Health Punta Gorda  
 Bayfront Health Seven Rivers  
 Baylor Medical Center at Trophy Club  
 Baylor Medical Center at Uptown  
 Baylor Orthopedic and Spine Hospital at Arlington  
 Baylor Scott & White Medical Center - Frisco  
 Baylor Scott & White Medical Center - Sunnyvale

Baylor Scott & White Surgical Hospital at Sherman  
 Baylor Surgical Hospital at Fort Worth  
 Baylor Surgical Hospital at Los Colinas  
 Bayview Behavioral Hospital  
 Beckley ARH Hospital  
 Bellevue Woman's Center  
 Belton Regional Medical Center  
 Berkeley Medical Center  
 Berwick Hospital Center  
 Bienville Medical Center, Arcadia  
 Bienville Medical Center, Inc.  
 Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center  
 Big Spring Hospital Corporation  
 Blake Medical Center  
 Blessing Hospital  
 Blount Memorial Hospital  
 Blue Mountain Hospital  
 Blue Ridge Regional Hospital  
 Bluefield Regional Medical Center  
 Bluffton Regional Medical Center  
 Bon Secours - Memorial Regional Medical Center, Inc. (VA)  
 Bon Secours - Richmond Community Hospital, Inc.  
 Bon Secours - St. Francis Medical Center, Inc.  
 Bon Secours - St. Mary's Hospital Of Richmond, Inc.  
 Boone Hospital Center  
 Bourbon Community Hospital, LLC  
 Bowdle Healthcare Center  
 Bowling Green-Warren County Community Hospital Corporation  
 Bradford Regional Medical Center  
 Brandon Regional Hospital  
 Braxton County Memorial Hospital  
 Braxton County Memorial Hospital, Inc.  
 Brigham City Community Hospital  
 Brigham City Community Hospital, Inc.  
 Broadus Hospital  
 Broadus Hospital Association  
 Brookdale Hospital Medical Center  
 Brooks Memorial Hospital  
 Brookwood Baptist Medical Center

Brownwood Hospital, L.P. d/b/a  
Brownwood Regional Medical Center  
BSA Hospital, LLC  
Kaleida Health d/b/a Buffalo General  
Medical Center  
Bullock County Hospital  
Cache Valley Hospital  
California Pacific Medical Center - Mission  
Bernal Campus  
California Pacific Medical Center (Van Ness  
and Davies Campuses)  
CAMC General Hospital  
CAMC Memorial Hospital  
CAMC Teays Valley Hospital  
CAMC Women and Children's Hospital  
Camden Clark Medical Center  
Camden-Clark Memorial Hospital  
Corporation  
Cameron Parish Hospital and Psychiatric  
Facility  
Canton-Potsdam Hospital  
Capital Health Medical Center - Hopewell  
Capital Health Regional Medical Center  
Capital Regional Medical Center  
CarePartners Rehabilitation Hospital  
Carlsbad Medical Center  
Carolinas Hospital System Florence  
Carolinas Hospital System Marion  
Carondelet Holy Cross Hospital  
Carondelet St. Joseph's Hospital  
Carondelet St. Mary's Hospital  
Carris Health - Redwood Hospital  
Carris Health - Redwood, LLC  
Carris Health - Rice Memorial Hospital  
Carris Health, LLC  
Cartersville Medical Center  
Carthage Hospital, LLC  
Castleview Hospital, LLC  
Catholic Health System, Inc.  
Cedar Park Health System, L.P. d/b/a Cedar  
Park Regional Medical Center  
Centennial Hills Hospital Medical Center  
Center Point Medical Center  
CentraCare - Melrose  
CentraCare - Sauk Centre  
CentraCare Health - Long Prairie Hospital

CentraCare Health - Monticello Hospital  
CentraCare Health - Paynesville Hospital  
Centracare Health - Paynesville LLC  
Centracare Health System - Nr, LLC  
Centracare Health System Long Prairie  
Centracare Health System Melrose  
Central Florida Regional Hospital  
Charleston Area Medical Center, Inc.  
Charleston Hospital, Inc.  
Charleston Hospital, Inc. d/b/a Saint Francis  
Hospital  
Chesapeake Hospital Corporation  
Chester Regional Medical Center  
CHI Saint Joseph Health Mount Sterling  
Chippenham Hospital  
Christiana Care Health System, Inc.  
Citizens Baptist Medical Center  
Citrus HMA, LLC d/b/a Bayfront Health  
Seven Rivers, Seven Rivers Medical Center  
Citrus Memorial Hospital  
City Hospital, Inc.  
Clay County Healthcare Authority  
Cleveland Tennessee Hospital Company,  
LLC  
CLHG-Acadian, LLC  
CLHG-Acadian, LLC d/b/a Acadian  
Medical Center, Eunice  
CLHG-Avoyelles, LLC  
CLHG-Avoyelles, LLC d/b/a Avoyelles  
Hospital, Marks ville  
CLHG-Dequincy d/b/a Dequincy Memorial  
Hospital, Dequincy  
CLHG-Dequincy, LLC  
CLHG-Leesville d/b/a Byrd Regional  
Hospital, Leesville  
CLHG-Leesville, LLC  
CLHG-Minden, LLC  
CLHG-Minden, LLC d/b/a Minden Medical  
Center, Minden  
CLHG-Oakdale, LLC  
CLHG-Oakdale, LLC Oakdale Community  
Hospital, Oakdale  
CLHG-Ruston, LLC  
CLHG-Ville Platte, LLC  
CLHG-Ville Platte, LLC d/b/a Mercy  
Regional Medical Center, Ville Platte

CLHG-Winn, LLC  
 CLHG-Winn, LLC d/b/a Winn Parish  
 Medical Center, Winnfield  
 Clifton Springs Hospital and Clinic  
 Clinch Valley Medical Center, Inc.  
 CMGH-Minden, LLC  
 Coastal Carolina Hospital  
 Coffee Medical Group, LLC d/b/a Unity  
 Medical Center  
 Coliseum Medical Centers  
 Coliseum Northside Hospital  
 College Station Medical Center  
 Colleton Medical Center  
 Colquitt Regional Medical Center  
 Columbia Capital Medical Center Limited  
 Partnership  
 Columbia Medical Center of Plano  
 Subsidiary, L.P.  
 Columbia Memorial Hospital (CMH)  
 Columbia Rio Grande Healthcare, L.P.  
 Comanche County Hospital Authority  
 Community Health Association  
 Community Health Association d/b/a  
 Jackson General Hospital  
 Community Hospital of Andalusia, LLC  
 Community Hospital, Inc.  
 Community Hospital, LLC  
 Community Memorial Hospital Avera  
 Cone Health Behavioral Health Hospital  
 Cone Health Cancer Center at Alamance  
 Regional  
 Cone Health Cancer Center at Wesley Long  
 Hospital  
 Cone Health Physical Medicine and  
 Rehabilitation  
 Cone Health Women's and Children's  
 Center at Moses Cone Hospital  
 Coral Gables Hospital  
 Cornerstone Regional Medical Center  
 Corona Regional Medical Center  
 Corpus Christi Medical Center – Bay Area  
 Corpus Christi Medical Center – Doctors  
 Regional  
 Corpus Christi Medical Center – Northwest  
 Regional

Corpus Christi Medical Center – The Heart  
 Hospital  
 Cox Medical Center South  
 Cox North Hospital  
 Crestwood Medical Center  
 Crestwyn Behavioral Health  
 Crisp Regional Hospital  
 Crockett Hospital, LLC  
 Cuba Memorial Hospital (CMH)  
 Dardanelle Community Hospital, LLC  
 Davis Medical Center  
 Davis Memorial Hospital  
 Davis Regional Medical Center  
 DeGraff Medical Park  
 Fort Payne Hospital Corporation d/b/a  
 Dekalb Regional Medical Center  
 Del Sol Medical Center  
 Delray Medical Center  
 Delta Regional Medical Center  
 Deming Hospital Corporation d/b/a  
 Mimbres Memorial Hospital  
 Desert Regional Medical Center  
 Desert Springs Hospital Medical Center  
 Desert View Hospital  
 Victoria of Texas, L.P. d/b/a DeTar Hospital  
 Navarro  
 DHSC, LLC d/b/a Affinity Medical Center  
 (Closed 2.4.18)  
 Dickenson Community Hospital  
 DLP Central Carolina Medical Center, LLC  
 DLP Conemaugh Memorial Medical Center,  
 LLC  
 DLP Conemaugh Meyersdale Medical  
 Center, LLC  
 DLP Conemaugh Miners Medical Center,  
 LLC  
 DLP Frye Regional Medical Center, LLC  
 DLP Harris Regional Hospital, LLC  
 DLP Haywood Regional Medical Center,  
 LLC  
 DLP Maria Parham Medical Center, LLC  
 DLP Marquette General Hospital, LLC  
 DLP Person Memorial Hospital, LLC  
 DLP Rutherford Regional Health System,  
 LLC  
 DLP Swain County Hospital, LLC

DLP Twin County Regional Healthcare, LLC  
DLP Wilson Medical Center, LLC  
DMC Children's Hospital of Michigan  
DMC Detroit Receiving Hospital  
DMC Huron Valley - Sinai Hospital  
DMC Hutzel Women's Hospital  
DMC Rehabilitation Institute of Michigan  
DMC Sinai-Grace Hospital  
Doctors Hospital of Augusta  
Doctors Hospital of Laredo  
Doctors Hospital of Manteca  
Doctors Hospital of Sarasota  
Doctors Medical Center of Modesto  
Dodge City Healthcare Group, LLC  
Dominion Hospital  
Donalsonville Hospital  
Drew Memorial Hospital (AR)  
Dukes Memorial Hospital  
Dunes Surgical Hospital  
Dupont Hospital  
East Baton Rouge Medical Center, LLC  
East Cooper Medical Center  
East Georgia Regional Medical Center  
East Ohio Regional Hospital  
Eastern Idaho Regional Medical Center  
Eastern New Mexico Medical Center  
Eastside Medical Center  
Eden Medical Center  
El Paso Healthcare System, Ltd.  
Elbert Memorial Hospital  
Ellis Hospital Foundation, Inc.  
Emanuel Medical Center  
Englewood Community Hospital  
Erie County Medical Center (ECMC)  
Essent PRMC, L.P.  
Eureka Community Health Services Avera  
Evanston Hospital Corporation d/b/a  
Evanston Regional Hospital  
Gilliard Health Services d/b/a Evergreen  
Medical Center  
Fairfax Community Hospital  
Fairmont Regional Medical Center  
Fairview Park Hospital  
Faith Community Hospital  
Fannin Regional Hospital

Faulkton Area Medical Center  
Fauquier Medical Center, LLC  
Fawcett Memorial Hospital  
Fayette Medical Center  
Fayetteville Arkansas Hospital Company, LLC  
FF Thompson Hospital  
First Hospital  
Flaget Memorial Hospital  
Fleming Medical Center, LLC  
Florida Medical Center, a campus of North Shore  
Triad Health d/b/a Flowers Hospital  
Floyd Valley Hospital  
Flushing Hospital Medical Center  
Forrest City Arkansas Hospital Corporation LLC d/b/a Forrest City Medical Center  
Forrest County General Hospital  
Fort Duncan Regional Medical Center  
Fort Walton Beach Medical Center  
Fountain Valley Regional Hospital & Medical Center  
Frankfort Regional Medical Center  
Franklin Woods Community Hospital  
Freedom Behavioral Hospital of Magnolia  
Freeman Health System  
Freeman Hospital East  
Freeman Hospital West  
Freeman Neosho Hospital  
Freeman Regional Hospital  
Gadsden Regional Medical Center  
Garden Park Medical Center  
Garrett Regional Medical Center  
George Washington University Hospital  
Georgetown Community Hospital, LLC  
Glens Falls Hospital  
Gonzales Healthcare Systems  
Good Samaritan Hospital  
Good Samaritan Medical Center  
Goodland Regional Medical Center  
Gouverneur Hospital  
Grafton City Hospital, Inc.  
Grand Strand Medical Center  
Affinity Hospital d/b/a Grandview Medical Center  
Grant Memorial Hospital



Grayson County Hospital Foundation, Inc.  
 Greenbrier Valley Medical Center  
 Greeneville Community Hospital  
 Greenwood Leflore Hospital  
 Gulf Coast Regional Medical Center  
 Halifax Hospital Medical Center  
 Hardin Memorial Hospital  
 Harlan ARH Hospital  
 Haskell County Community Hospital  
 Havasu Regional Medical Center, LLC  
 Hawkins County Memorial Hospital, Inc.  
 f/k/a/ Hawkins County Memorial Hospital  
 Hazard ARH Regional Medical Center  
 HCA Health Services of Florida, Inc.  
 HCA Health Services of New Hampshire, LLC  
 HCA Health Services of Tennessee, Inc.  
 HCA Health Services of Virginia, Inc.  
 HCA Houston Healthcare Clear Lake  
 HCA Houston Healthcare Conroe  
 HCA Houston Healthcare Kingwood  
 HCA Houston Healthcare Mainland  
 HCA Houston Healthcare Medical Center  
 HCA Houston Healthcare North Cypress  
 HCA Houston Healthcare Northwest  
 HCA Houston Healthcare Pearland  
 HCA Houston Healthcare Southeast  
 HCA Houston Healthcare Tomball  
 HCA Houston Healthcare West  
 Health First Cape Canaveral Hospital  
 Health First Holmes Regional Medical Center  
 Health First Medical Group  
 Healthcare Authority for the City of Anniston  
 Heart Hospital of Austin  
 Heartland Long Term Acute Care Hospital  
 Hegg Health Center Avera  
 Henderson County Community Hospital  
 Henderson Hospital  
 Henderson Hospital, LLC  
 Hendricks Community Hospital Association  
 Hennepin Healthcare System d/b/a  
 Hennepin County Medical Center  
 Hennepin Healthcare System, Inc.  
 Henrico Doctors' Hospital

Herbert J. Thomas Memorial Hospital Association  
 HH/Killeen Health System, LLC  
 Hialeah Hospital  
 Hi-Desert Medical Center  
 Highland Community Hospital  
 Highland Hospital  
 Highlands Regional Medical Center (KY)  
 Highlands Regional Medical Center (FL)  
 Highlands-Cashiers Hospital  
 NHCI of Hillsboror, Inc. d/b/a Hill Regional Hospital  
 Hillside Hospital, LLC  
 Hilton Head Hospital  
 Horton Community Hospital  
 Hospital Development of West Phoenix, Inc.  
 Hospital Menonita Caguas, Inc.  
 Hospital Menonita Guayama, Inc.  
 Hospital of Barstow, Inc. d/b/a Barstow Community Hospital  
 Hospital of Louisa, Inc. d/b/a Three Rivers Medical Center  
 Hospital of Morristown, Inc.  
 Hot Springs National Park Hospital Holdings, LLC  
 Howard County Hospital Foundation  
 HTI Memorial Hospital Corporation  
 Hudson Hospital & Clinic  
 Huntsville Memorial Hospital  
 Hutchinson Health  
 Hutchinson Health Hospital  
 I-70 Community Hospital  
 Illini Community Hospital  
 Indian Path Medical Center  
 Infirmary Health Hospitals, Inc.  
 Infirmary LTAC (Long Term Acute Care) Hospital  
 Integris Health - Baptist Medical Center  
 Integris Health - Bass Baptist Hospital  
 Integris Health - Canadian Valley Hospital  
 Integris Health - Edmond  
 Integris Health - Lakeside Women's Hospital  
 Integris Health - MC Portland Ave.  
 Integris Health - Miami Hospital  
 Integris Health - Southwest Medical Center

Integris Health, Inc  
 Integris Health - Grove Hospital  
 Integris ProHealth, Inc.  
 Interfaith Medical Center  
 J.W. Ruby Memorial Hospital  
 Jackson County Hospital District  
 Jackson Hospital  
 Jackson Hospital Corporation d/b/a  
 Kentucky River Medical Center  
 Jackson Medical Center  
 Jacksonville Hospital, LLC  
 Jamaica Hospital Medical Center  
 James and Connie Maynard Children's  
 Hospital  
 Jay Hospital Inc. (FL)  
 Jefferson Davis Community Hospital  
 Jefferson Medical Center (Charles Town  
 General Hospital)  
 Jennie Stuart Medical Center, Inc.  
 JFK Medical Center  
 JFK Medical Center - North Campus  
 John F. Kennedy Memorial Hospital  
 John R. Oishei Children's Hospital  
 John Randolph Medical Center  
 Johns Hopkins Health System Corp.  
 Johnson County Community Hospital  
 Johnston Memorial Hospital, Inc.  
 Jones Memorial Hospital  
 Kendall Regional Medical Center  
 Kenmore Mercy Hospital (NY)  
 Kentucky Hospital, LLC  
 Kingman Regional Medical Center  
 Kingsbrook Jewish Medical Center  
 Kosciusko Community Hospital  
 La Porte Hospital  
 Lafayette General Health System, Inc.  
 Lafayette Regional Health Center  
 Lake City Medical Center  
 Lake Cumberland Regional Hospital, LLC  
 Granbury Hospital Corporation d/b/a Lake  
 Granbury Medical Center  
 Lake Hospital System, Inc.  
 Lake Norman Regional Medical Center  
 Lakes Regional Healthcare  
 Lakeview Hospital (MN)  
 Lakeview Hospital (UT)

Lakeview Memorial Hospital Association,  
 Inc.  
 Lakeview Regional Medical Center  
 Lakeway Regional Hospital  
 Lakewood Ranch Medical Center  
 Lakewood Regional Medical Center  
 Landmann-Jungman Memorial Hospital  
 Corporation  
 Landmann-Jungman Memorial Hospital  
 Avera  
 Laredo Texas Hospital Company, L.P. d/b/a  
 Laredo Medical Center  
 Largo Medical Center  
 Larkin Community Hospital Behavioral  
 Health Services, Inc.  
 Larkin Community Hospital Palm Springs  
 Campus  
 Larkin Community Hospital South Miami  
 Las Palmas Del Sol Healthcare  
 Lawnwood Regional Medical Center  
 Lawrence County Hospital  
 Lea Regional Medical Center  
 Lee Memorial Health System, d/b/a Lee  
 Health  
 Lee's Summit Medical Center  
 Leesburg Regional Medical Center  
 Lester E. Cox Medical Center d/b/a Cox  
 Medical Centers  
 LewisGale Hospital Alleghany  
 LewisGale Hospital Montgomery  
 LewisGale Hospital Pulaski  
 LewisGale Medical Center  
 Lexington Medical Center  
 Liberty Regional Medical Center  
 LifeBrite Community Hospital of Early  
 LifeBrite Community Hospital of Stokes  
 Livingston Regional Hospital, LLC  
 Logan General Hospital, LLC  
 Logan Memorial Hospital, LLC  
 Lone Peak Hospital  
 Longview Regional Medical Center  
 Loretto Hospital of Chicago  
 Los Alamitos Medical Center  
 Los Robles Hospital & Medical Center  
 Lourdes Hospital, LLC  
 Lovelace Health System, Inc.

Lower Keys Medical Center  
 Lutheran Health Network The Orthopedic  
 Hospital  
 Lutheran Hospital  
 Lutheran Rehabilitation Hospital (or  
 Rehabilitation Hospital of Fort Wayne)  
 MacNeal Hospital  
 Mad River Community Hospital  
 Magnolia Regional Health Center (MRHC)  
 Manatee Memorial Hospital, L.P.  
 Marion Community Hospital, Inc.  
 Marion General Hospital  
 Marshall County Healthcare Center Avera  
 Marshall Medical Centers (Tennessee)  
 Mary Black Health System - Gaffney  
 (Selling)  
 Mary Breckinridge ARH Hospital  
 Mary Immaculate Hospital, Inc.  
 Maryview Hospital  
 Mason Hospital District, Mason County, IL  
 Massena Hospital  
 Mat-Su Regional Medical Center  
 Maverick County Hospital District, Texas  
 McDowell ARH Hospital  
 McKenzie Tennessee Hospital Company,  
 LLC d/b/a McKenzie Regional Hospital  
 McKenzie Willamette Regional Medical  
 Center Associates, LLC d/b/a McKenzie-  
 Willamette Medical Center  
 Meadowview Regional Medical Center,  
 LLC  
 Meadville Medical Center  
 MedCenter High Point  
 MedCenter Kernersville  
 MedCenter Mebane  
 Medical Center Enterprise  
 Medical Center of Deltona, Inc.  
 Medical Center of South Arkansas  
 Medical Center of Trinity  
 Medical City Alliance  
 Medical City Arlington  
 Medical City Children's Hospital  
 Medical City Dallas  
 Medical City Denton  
 Medical City Fort Worth  
 Medical City Frisco

Medical City Green Oaks  
 Medical City Las Colinas  
 Medical City Lewisville  
 Medical City McKinney  
 Medical City North Hills  
 Medical City Plano  
 Medical City Weatherford  
 Memorial Health University Medical Center  
 Memorial Hermann Surgical Hospital First  
 Colony  
 Memorial Hermann Surgical Hospital  
 Kingwood  
 Memorial Hospital  
 Memorial Hospital - Gulfport  
 Memorial Hospital Jacksonville  
 Memorial Hospital Los Banos  
 Memorial Hospital of Tampa  
 Memorial Medical Center  
 Memorial Satilla Health  
 Mennonite General Hospital, Inc.  
 Menorah Medical Center  
 Mercy Hospital - Miami  
 Mercy Hospital of Buffalo (NY)  
 Mercy Medical Center, Inc.  
 Mercy Medical (IL)  
 Merit Health Biloxi  
 Merit Health Central  
 Merit Health Madison  
 Merit Health Rankin  
 Merit Health Woman's Hospital  
 Methodist Children's Hospital  
 Methodist Healthcare System of San  
 Antonio, Ltd., L.L.P.  
 Methodist Heart Hospital  
 Methodist Hospital  
 Methodist Hospital | Ambulatory Surgery  
 Methodist Hospital | Metropolitan  
 Methodist Hospital | Northeast  
 Methodist Hospital | South  
 Methodist Hospital | Specialty and  
 Transplant  
 Methodist Hospital | Stone Oak  
 Methodist Hospital | Texusan  
 MetroWest Medical Center - Framingham  
 Union Hospital

MetroWest Medical Center - Leonard Morse Hospital  
 Mexia Principal Healthcare Limited Partnership  
 Meyer Orthopedic & Rehabilitation Hospital  
 Middlesboro ARH Hospital  
 Middlesex Health System, Inc.  
 Milbank Area Health Care  
 Millard Fillmore Suburban Hospital  
 Mills-Peninsula Medical Center  
 Mission Hospital  
 Mission Hospital McDowell  
 Mission Trail Baptist Hospital  
 Mitchell County Hospital  
 Mizell Memorial Hospital  
 MMC of Nevada, LLC d/b/a Mesa View Regional Hospital  
 Moberly Regional Medical Center  
 Mobile Infirmary Medical Center  
 Mobridge Regional Hospital  
 Moncks Corner Medical Center  
 Monongalia County General Hospital Company  
 Monroe HMA LLC d/b/a Clearview Regional Medical Center  
 Montclair Hospital, LLC  
 Montefiore St. Luke's Cornwall  
 Morgan County ARH Hospital  
 Morton Plant Hospital Association, Inc.  
 Mosaic Life Care  
 Mosaic Medical Center - Albany  
 Mosaic Medical Center - Maryville  
 Moses Taylor Hospital  
 Mount Sinai Hospital and St. Luke's-Roosevelt Hospital Center (Mount Sinai)  
 Mount St. Mary's Hospital of Niagara Falls (NY)  
 Mountain Lakes Medical Center  
 Mountain States Health Alliance f/k/a Johnson City Medical Center Hospital, Inc. (TN)  
 Mountain View Hospital - Payson  
 Mountain View Regional Medical Center  
 Mountain View Hospital  
 MS Baptist Medical Center  
 Nacogdoches Medical Center

Naples Community Hospital, Inc.  
 Nason Medical Center, LLC  
 Natchez Hospital Company, LLC  
 Navarro Regional Hospital  
 NCH Healthcare System, Inc.  
 Newark-Wayne Community Hospital  
 Niagara Falls Memorial Medical Center  
 Niswonger Children's Hospital  
 North Arkansas Regional Medical Center  
 North Baldwin Infirmary  
 North Broward Hospital District d/b/a Broward Health  
 North Central Baptist Hospital  
 North Central Surgical Center, LLP  
 North Florida Regional Medical Center  
 North Mississippi Medical Center - Eupora  
 North Mississippi Medical Center - Hamilton  
 North Mississippi Medical Center - Iuka  
 North Mississippi Medical Center - Pontotoc  
 North Mississippi Medical Center - Tupelo  
 North Mississippi Medical Center - West Point  
 North Oaks Medical Center, LLC  
 North Okaloosa Medical Center  
 North Shore Medical Center  
 North Suburban Medical Center  
 North Sunflower Medical Center  
 Northeast Baptist Hospital  
 Northeast Regional Medical Center  
 Northern Light A.R. Gould Hospital  
 Northern Light Blue Hill Hospital  
 Northern Light CA Dean Hospital  
 Northern Light Eastern Maine Medical Center  
 Northern Light Inland Hospital  
 Northern Light Maine Coast Hospital  
 Northern Light Mayo Hospital  
 Northern Light Mercy Hospital  
 Northern Light Seabasticook Valley Hospital  
 Northern Louisiana Medical Center  
 Northern Nevada Medical Center  
 Northside Hospital  
 Northwell Health  
 Northwest Health Physicians' Specialty Hospital

Northwest Medical Center (AZ)  
 Northwest Medical Center (FL)  
 Northwest Medical Center - Bentonville  
 Northwest Medical Center - Springdale  
 Northwest Medical Center – Willow Creek  
 Women’s Hospital  
 Northwest MS Medical Center  
 Northwest Texas Healthcare System  
 Norton Audubon Hospital  
 Norton Brownsboro Hospital  
 Norton Children’s Hospital  
 Norton Community Hospital  
 Norton Hospital  
 Norton Women’s and Children’s Hospital  
 Novato Community Hospital  
 Noyes Memorial Hospital  
 Oak Hill Hospital  
 Ocala Regional Medical Center  
 Ocean Springs Hospital  
 Ochsner Bayou, LLC d/b/a Ochsner St.  
 Anne General Hospital  
 Ochsner Clinic Foundation  
 Ochsner Medical Center - Hancock, LLC  
 Ochsner Medical Center - Kenner, LLC  
 Ochsner Medical Center - Northshore, LLC  
 Ogden Regional Medical Center  
 Ohio Valley Medical Center  
 Oklahoma Center for Orthopaedic & Multi-  
 Specialty Surgery  
 Olean General Hospital (NY)  
 Olympia Medical Center  
 Orange Park Medical Center  
 Oro Valley Hospital, LLC  
 Orthopedic and Spine Inpatient Surgical  
 (Oasis) Hospital  
 Osceola Regional Health Center  
 Osceola Regional Medical Center  
 Oswego Community Hospital  
 OU Medicine, Inc.  
 Our Lady of Lourdes Regional Medical  
 Center, Inc.  
 Our Lady of the Angels Hospital, Inc.  
 Our Lady of the Lake Hospital, Inc.  
 Overland Park Regional Medical Center  
 Oviedo Medical Center

Owensboro Health Twin Lakes Medical  
 Center  
 Owensboro Health, Inc.  
 Paintsville Hospital Company, LLC d/b/a  
 Paul B. Hall Regional Medical Center  
 Palestine Principal Healthcare Limited  
 Partnership  
 Palm Bay Hospital  
 Palm Beach Gardens Medical Center  
 Palmdale Regional Medical Center  
 Palmetto General Hospital  
 Palms of Pasadena  
 Palms West Hospital  
 Park Nicollet Methodist Hospital  
 Parkland Medical Center  
 Parkridge East Hospital  
 Parkridge Medical Center  
 Parkridge Valley Hospital  
 Parkridge West Hospital  
 Pascack Valley Hospital, LLC  
 Pascagoula Hospital  
 Patients’ Choice Medical Center of  
 Claiborne  
 Patients’ Choice Medical Center of Erin  
 Patients’ Choice Medical Center of  
 Humphreys County LLC  
 Pearl River County Hospital  
 PHC-Cleveland, Inc.  
 PHC-Elko, Inc.  
 PHC-Fort Mohave, Inc.  
 PHC-Fort Morgan, Inc.  
 PHC-Los Alamos, Inc.  
 Phelps Health Hospital  
 Phillips Hospital Company, LLC d/b/a  
 Helena Regional Medical Center  
 Physicians Regional - Collier Boulevard  
 Physicians Regional - Pine Ridge  
 Physicians Surgical Hospitals, LLC  
 Piedmont Athens Regional Medical Center  
 Piedmont Atlanta Hospital  
 Piedmont Columbus Regional - Midtown  
 Campus  
 Piedmont Columbus Regional - Northside  
 Piedmont Fayette Hospital  
 Piedmont Henry Hospital  
 Piedmont Medical Center

Piedmont Mountinside  
 Piedmont Newnan Hospital  
 Piedmont Newton Hospital  
 Piedmont Rockdale Hospital  
 Piedmont Walton  
 Pikeville Medical Center, Inc.  
 PineLake Regional Hospital, LLC  
 Pipestone County Medical Center  
 Pittsburg Hospital, LLC  
 Placentia - Linda Hospital  
 Plantation General Hospital  
 Plateau Medical Center  
 Pocatello Hospital, LLC  
 Poinciana Medical Center  
 Poplar Bluff Regional Medical Center - Oak  
 Grove  
 Portage Hospital, LLC  
 Porter Regional Hospital  
 Portsmouth Regional Hospital  
 Potomac Valley Hospital  
 Prague Community Hospital  
 Presbyterian/St. Luke's Medical Center  
 Preston Memorial Hospital  
 Preston Memorial Hospital Corporation  
 PRHC-Ennis, L.P.  
 Princeton Baptist Medical Center  
 Princeton Community Hospital Association,  
 Inc.  
 Progressive Medical Management of  
 Batesville  
 ProMedica Health System, Inc.  
 Providence Hospital, LLC  
 Providence St. Joseph's Health  
 Putnam Community Medical Center  
 Quitman County Hospital  
 Quitman Hospital, LLC  
 Raleigh General Hospital, LLC  
 Rapides Regional Medical Center  
 Raulerson Hospital  
 Rawlins County Health Center  
 RCCH Trios Health, LLC  
 RCHP Billings-Missoula, LLC  
 RCHP-Florence, LLC  
 RCHP-Ottumwa, LLC  
 RCHP-Sierra Vista, Inc.  
 RCHP-Wilmington, LLC

Redfield Community Memorial Hospital and  
 Clinic Foundation, Inc.  
 Redmond Regional Medical Center  
 Regional Hospital of Scranton  
 Regional Medical Center Bayonet Point  
 Regional Medical Center of San Jose  
 Regional One Medical Center  
 Regions Hospital  
 Rehabilitation Hospital, LLC  
 Research Medical Center  
 Resolute Health Hospital  
 Reston Hospital Center  
 Retreat Doctors' Hospital  
 Reynolds Memorial Hospital  
 RHN Clark Memorial Hospital, LLC  
 RHN Scott Memorial Hospital, LLC  
 Riceland Medical Center  
 Rio Grande Regional Hospital Main  
 Campus  
 River Oaks Hospital, LLC  
 Riverside Community Hospital  
 Riverside Doctors Hospital Williamsburg  
 Riverside Regional Medical Center  
 Riverside Shore Memorial Hospital  
 Riverside Tappahannock Hospital  
 Riverside Walter Reed Hospital  
 Riverton Memorial Hospital, LLC  
 Riverview Medical Center, LLC  
 Rocky Mountain Hospital for Children  
 Rose Medical Center  
 Rush Health Systems, Inc.  
 Russell County Medical Center  
 Russellville Holdings, LLC  
 Russellville Hospital  
 Sabine Medical Center  
 Sacred Heart Health Services  
 Sage LTAC, LLC  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Covington  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Edgewood  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Florence  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Fort Thomas



Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Grant  
 Saint Francis Health System Inc.  
 Saint Francis Hospital - Bartlett, Inc. f/k/a  
 Tenet Health System Bartlett, Inc.  
 Saint Francis Hospital - Memphis  
 Saint Francis Hospital Muskogee, Inc.  
 Saint Francis Hospital South, LLC  
 Saint Francis Hospital Vinita, Inc.  
 Saint Francis Hospital, Inc.  
 Saint Francis Medical Center  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health - Berea  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health East  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health Hospital  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health London  
 Saint Vincent Hospital  
 Saline Hospital, LLC  
 Samaritan Medical Center  
 San Angelo Hospital, L.P. d/b/a San Angelo  
 Community Medical Center  
 San Antonio Regional Hospital  
 San Miguel Hospital Corporation  
 San Miguel Hospital Corporation d/b/a  
 AltaVista Regional Hospital  
 San Ramon Regional Medical Center  
 Sanford Aberdeen Medical Center  
 Sanford Bagley Medical Center  
 Sanford Bemidji Medical Center  
 Sanford Bismarck  
 Sanford Bismarck Medical Center  
 Sanford Broadway Medical Center  
 Sanford Canby Medical Center  
 Sanford Canton-Inwood Medical Center  
 Sanford Chamberlain Medical Center  
 Sanford Clear Lake Medical Center  
 Sanford Health  
 Sanford Health Network  
 Sanford Health Network North  
 Sanford Hillsboro Medical Center  
 Sanford Jackson Medical Center  
 Sanford Luverne Medical Center  
 Sanford Mayville Medical Center

Sanford Medical Center  
 Sanford Medical Center Fargo  
 Sanford Medical Center Thief River Falls  
 Sanford Sheldon Medical Center  
 Sanford South University Medical Center  
 Sanford Tracy Medical Center  
 Sanford USD Medical Center Sioux Falls  
 Sanford Vermillion Medical Center  
 Sanford Webster Medical Center  
 Sanford Westbrook Medical Center  
 Sanford Wheaton Medical Center  
 Sanford Worthington Medical Center  
 Santa Rosa Medical Center  
 Sarasota County Public Hospital District  
 d/b/a Memorial Healthcare System, Inc.  
 Sarasota Memorial Hospital  
 Saratoga Hospital  
 Sharkey-Issaquena Community Hospital  
 Shelby Baptist Medical Center  
 Sierra Vista Regional Medical Center  
 Siloam Springs Regional Hospital  
 Singing River Health System  
 Sioux Center Health Avera  
 Sisters of Charity Hospital - St. Joseph  
 Campus  
 Sisters of Charity Hospital of Buffalo, New  
 York  
 Sky Ridge Medical Center  
 Slidell Memorial Hospital  
 Smyth County Community Hospital  
 Solano Medical Center  
 Foley Hospital Corporation d/b/a South  
 Baldwin Regional Medical Center  
 South Bay Hospital  
 South Broward Hospital District d/b/a  
 Memorial Healthcare System  
 South Central Regional Medical Center  
 South Florida Baptist Hospital, Inc.  
 South Shore Hospital  
 South Sunflower County Hospital  
 South Texas Health System Children's  
 South Texas Health System Edinburg  
 South Texas Health System Heart  
 South Texas Health System McAllen  
 Southampton Memorial Hospital  
 Southern Hills Hospital & Medical Center



Southern Surgical Hospital  
 Southern Tennessee Medical Center, LLC  
 Southern Virginia Regional Medical Center  
 Southside Regional Medical Center  
 Southwest Healthcare System - Inland  
 Valley Medical Center Campus  
 Southwest Healthcare System - Rancho  
 Springs Medical Center Campus  
 Southwest Mississippi Regional Medical  
 Center  
 Southwestern Illinois Health Facilities, Inc  
 Southwestern Medical Center, LLC  
 Spalding Rehabilitation Hospital  
 Sparks Medical Center - Van Buren  
 Sparks Regional Medical Center  
 Spence and Becky Wilson Baptist  
 Children's Hospital  
 Spotsylvania Regional Medical Center  
 Spring Valley Hospital Medical Center  
 Spring View Hospital, LLC  
 Springs Memorial Hospital  
 St. Anthony's Hospital, Inc.  
 St. Barnabas Health System Bronx NY  
 St. Benedict Health Center  
 St. Claire Medical Pavilion  
 St. Claire Regional Medical Center  
 St. Cloud Hospital  
 St. David's Children's Hospital  
 St. David's Georgetown Hospital  
 St. David's Healthcare Partnership, L.P.,  
 LLP  
 St. David's Medical Center  
 St. David's North Austin Medical Center  
 St. David's Round Rock Medical Center  
 St. David's South Austin Medical Center  
 St. Dominic-Jackson Memorial Hospital  
 St. Francis Health, LLC  
 St. Francis Hospital, Inc.  
 St. Francis Medical Center, Inc.  
 St. James Hospital  
 St. John's Riverside Hospital (NY)  
 St. Joseph Hospital  
 St. Joseph Hospital of Cheektowaga, New  
 York  
 St. Joseph's Hospital of Buckhannon, Inc.  
 St. Joseph's Hospital, Inc.

St. Joseph's/Candler Health System, Inc.  
 St. Lucie Medical Center  
 St. Luke's Baptist Hospital  
 St. Luke's Cornwall Hospital (Cornwall  
 Campus)  
 St. Mark's Hospital  
 St. Mary's Medical Center  
 St. Mary's Regional Medical Center  
 St. Michael's Hospital Avera  
 St. Petersburg General Hospital  
 St. Rose Hospital  
 St. Tammany Parish Hospital Service  
 District No. 1, d/b/a St. Tammany Health  
 Systems  
 St. Vincent Charity Medical Center (&  
 Rosary Hall)  
 Starke Hospital  
 StoneSprings Hospital Center  
 Stonewall Jackson Memorial Hospital  
 Company  
 Strong Memorial Hospital (Includes  
 Golisano Children's Hospital)  
 Summerlin Hospital Medical Center  
 Summers County ARH Hospital  
 Summerville Medical Center  
 Sumner County Hospital District No. 1  
 Sumner Regional Medical Center, LLC  
 Sunrise Children's Hospital  
 Sunrise Hospital & Medical Center  
 Surgical Institute of Reading  
 Sutter Amador Hospital  
 Sutter Auburn Faith Hospital  
 Sutter Coast Hospital  
 Sutter Davis Hospital  
 Sutter Delta Medical Center  
 Sutter Lakeside Hospital  
 Sutter Maternity and Surgery Center of  
 Santa Cruz  
 Sutter Medical Center, Sacramento  
 Sutter Roseville Medical Center  
 Sutter Santa Rosa Regional Hospital  
 Sutter Surgical Hospital - North Valley  
 Sutter Tracy Community Hospital  
 Swedish Medical Center  
 Sycamore Shoals Hospital  
 T.J. Samson Community Hospital

Takoma Regional Hospital, Inc. f/k/a  
 Takoma Hospital, Inc.  
 Tampa Community Hospital, A Campus of  
 Memorial Hospital of Tampa  
 Tampa General Hospital  
 Taylor County Hospital District Health  
 Facilities Corporation  
 Taylor Regional Hospital, Inc.  
 Temecula Valley Hospital  
 Tennova Healthcare - Clarksville  
 Tennova Healthcare - Harton Regional  
 Medical Center  
 Tennova Healthcare - Jefferson Memorial  
 Hospital  
 Tennova Healthcare - LaFollette Medical  
 Center  
 Tennova Healthcare - Lebanon d/b/a  
 University Medical Center (Selling)  
 Tennova Healthcare - Newport Medical  
 Center  
 Tennova Healthcare - North Knoxville  
 Medical Center  
 Tennova Healthcare - Physicians Regional  
 Medical Center (closed)  
 Tennova Healthcare - Turkey Creek Medical  
 Center  
 Terre Haute Regional Hospital  
 Texas Orthopedic Hospital  
 Texas Spine and Joint Hospital, LLC  
 Texoma Medical Center  
 The Blount County Health Care Authority  
 The Brooklyn Hospital Center  
 The Charles Town General Hospital  
 The Children's Hospital at TriStar  
 Centennial  
 The Harrison Memorial Hospital, Inc. d/b/a  
 Harrison Memorial Hospital  
 The Healthcare Authority of Winfield,  
 Alabama  
 The Hospitals of Providence East Campus  
 The Hospitals of Providence Memorial  
 Campus  
 The Hospitals of Providence Sierra Campus  
 The Hospitals of Providence Transmountain  
 Campus  
 The Medical Center at Caverna

The Medical Center At Clinton County, Inc.  
 (KY)  
 The Medical Center at Franklin, Inc.  
 The Medical Center at Scottsville  
 The Medical Center of Aurora  
 The Memorial Hospital of Salem County  
 The MetroHealth System  
 The Moses H. Cone Memorial Hospital  
 The Orthopedic Hospital at Parkview North,  
 LLC  
 The Outer Banks Hospital, Inc.  
 The Rochester General Hospital  
 The Saint Cloud Hospital  
 The Unity Hospital of Rochester  
 The Villages Regional Hospital  
 The West Virginia Health Care Cooperative,  
 Inc.  
 The Women's Hospital of Texas  
 Thomas Hospital  
 Thomas Memorial Hospital  
 Thomas W. Waldrep Jr., Chapter 7 Trustee  
 for CAH Acquisition Company 6, LLC  
 Thomas W. Waldrep Jr., Trustee of the  
 Litigation Trust of CAH Acquisition  
 Company  
 Timpanogos Regional Hospital  
 Tippah County Hospital  
 Titusville Area Hospital  
 Tooele Hospital Corporation d/b/a Mountain  
 West Medical Center  
 Topeka Hospital, LLC  
 TOPS Surgical Specialty Hospital  
 TPG Hospital, LLC (DBA Northwest  
 Surgical Hospital)  
 Transylvania Regional Hospital  
 Trident Medical Center  
 TriStar Ashland City Medical Center  
 TriStar Centennial Medical Center  
 TriStar Centennial Parthenon Pavilion  
 TriStar Greenview Regional Hospital  
 TriStar Hendersonville Medical Center  
 TriStar Horizon Medical Center  
 TriStar Skyline Madison Campus  
 TriStar Skyline Medical Center  
 TriStar Southern Hills Medical Center  
 TriStar StoneCrest Medical Center

TriStar Summit Medical Center  
 Trousdale Medical Center, LLC  
 Troy Hospital Healthcare Authority  
 Trustees of Mease Hospital, Inc  
 Tucson Medical Center  
 Tug Valley ARH Regional Medical Center  
 Tulane Lakeside Hospital  
 Tulane Medical Center  
 Twin Cities Community Hospital  
 Twin Cities Hospital  
 Twin Rivers Regional Medical Center  
 Tyler Memorial Hospital  
 Tyler Regional Hospital, LLC  
 UHS of Oklahoma, LLC  
 UMMC Main  
 UMMC North  
 UMMC Premier  
 UMMC Sugarland  
 Unicoi County Hospital  
 United Hospital Center  
 United Hospital Center, Inc.  
 United Memorial Medical Center  
 Unity Health - Harris Medical Center  
 Unity Health - Searcy Medical Center  
 Unity Health - White County Medical Center  
 University Healthcare System L.C.  
 University Hospital  
 University Hospital & Medical Center  
 University Hospital McDuffie  
 University of Tennessee Medical Center  
 Valley Baptist Medical Center  
 Valley Baptist Medical Center - Brownsville  
 Valley Health System, LLC d/b/a Valley  
 Hospital Medical Center, Inc.  
 Valley Regional Medical Center  
 Vanderbilt University Medical Center  
 Vaughan Regional Medical Center, LLC  
 VHS Acquisition Subsidiary Number 1, Inc.  
 VHS Acquisition Subsidiary Number 9, Inc.  
 Vicksburg Healthcare, LLC  
 Vidant Beaufort Hospital  
 Vidant Bertie Hospital  
 Vidant Chowan Hospital  
 Vidant Duplin Hospital  
 Vidant Edgecombe Hospital

Vidant Medical Center  
 Vidant North Hospital  
 Vidant Roanoke-Chowan Hospital  
 Viera Hospital  
 Wagner Community Memorial Hospital  
 Walker Baptist Medical Center  
 Walthall General Hospital  
 Washington County Hospital  
 Watertown Medical Center, LLC  
 Wayne County General Hospital (MS)  
 Webster County Memorial Hospital  
 Webster Memorial Hospital  
 Weirton Medical Center (WMC)  
 Weirton Medical Center, Inc.  
 Weiss Memorial Hospital  
 Wellington Regional Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Bristol Regional  
 Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Hancock County  
 Hospital  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Holston Valley  
 Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Lonesome Pine  
 Hospital  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Mountain View  
 Regional Medical Center  
 Wesley Children's Hospital  
 Wesley Health System, LLC  
 Wesley Long Hospital  
 Wesley Medical Center  
 Wesley Woodlawn Hospital & ER  
 West Boca Medical Center Inc.  
 West Florida Hospital  
 West Hills Hospital & Medical Center  
 West Marion Community Hospital  
 West Suburban Medical Center  
 West Valley Medical Center  
 West Virginia University Hospitals Inc.

Bullhead City Hospital Corporation d/b/a  
Western Arizona Regional Medical Center  
Western Reserve Hospital, LLC  
Westfields Hospital & Clinic  
Westlake Hospital  
Westside Regional Medical Center  
Wetzel County Hospital Inc.  
Wheeling Hospital  
White River Medical Center  
Whitesburg ARH Hospital  
Wilkes-Barre General Hospital  
Willamette Valley Medical Center, LLC  
William Newton Memorial Hospital  
Williamston Hospital Corporation d/b/a  
Martin General Hospital  
Willow Creek Women's Hospital  
Wilson N. Jones Regional Medical Center  
Winston Medical Center  
Winter Haven Hospital, Inc  
Woman's Hospital  
Woodford Hospital, LLC  
Piney Woods Healthcare System, L.P. d/b/a  
Woodland Heights Medical Center  
Woodridge Hospital  
WVU Medicine Children's  
Wythe County Community Hospital, LLC  
Yale New Haven Health Services  
Corporation  
Yalobusha County, MS General Hospital  
Yuma Regional Medical Center

**EXHIBIT B**

**List of Other Actions**

<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
Allegiance Specialty Hospital of Greenville, LLC et al. v. Abbvie, Inc., et al.	OH	Federal	NDOH	1:24-op-45006-DAP
Avera Gettysburg, et al. v Teva Pharmaceutical Industries, et al.	MN	State	MN, 4th Judicial District	27-cv-23-17610
Baptist Healthcare System, Inc. (KY), et al. v. ABDC, et al.	KY	Federal	NDOH	1:18-op-46058-DAP
Baptist Hospital et al. (FL) v. McKesson, et al.	FL	Federal	NDOH	1:18-op-45073-DAP
Bon Secours (KY) Health System, Inc., et al. v Purdue Pharma L.P., et al.	KY	Federal	NDOH	1:18-op-45819-DAP
Bon Secours (SC) Health System, Inc., et al. v. Purdue Pharma, LP, et al.	MD	Federal	NDOH	1:18-op-45821-DAP
Bon Secours (VA), Health System, et al. v. Purdue Pharma, LP, et al.	VA	Federal	NDOH	1:18-op-45820-DAP
Bowling Green-Warren County Community Hospital Corporation (KY), et al. v. Purdue Pharma L.P., et al.	KY	Federal	NDOH	1:20-op-45060-DAP
Clhg-Ruston, LLC v. ABDC, et al.	LA	Federal	NDOH	1:21-op-45040-DAP
Dallas County Hospital District (TX), et al. v. Amneal Pharmaceuticals, LLC, et al.	TX	State	TX, Dallas County	DC-19-18635
Drew Memorial Hospital (AR) v. Purdue Pharma L.P., et al.	AR	Federal	NDOH	1:18-op-45144-DAP
Eastern Maine Medical Center (ME), et al., v. Teva Pharmaceuticals USA, Inc., et al.	ME	State	ME, Cumberland County	CV-21-333
Erie County Medical Center Corporation (NY), et al. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	NDOH	1:21-op-45116-DAP
Fayetteville Arkansas Hospital Company, LLC (AR), et al. v. Amneal Pharmaceuticals, LLC, et al.	AR	State	AR, Washington County	72-cv-20-156
Florida Health Sciences Center, Inc. (FL), et al. v. Richard Sackler, et al.	FL	State	FL, Broward County	CACE19018882
Flushing Hospital Medical Center (NY) v. McKesson Corporation, et al.	NY	Federal	NDOH	1:19-op-45866-DAP
Fort Payne Hospital Corporation (AL), et al. v. McKesson Corporation, et al.	AL	State	AL, Conecuh County	21-CV-2021-900016
Gonzales (TX) Healthcare Systems v. McKesson Corporation, et al.	TX	Federal	NDOH	1:18-op-45867-DAP
Greenwood Leflore Hospital v. McKesson Corp. et al.	MS	Federal	NDOH	1:18-op-45551-DAP

<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
Jamaica Hospital Medical Center v. McKesson Corporation, et al.	NY	Federal	NDOH	1:19-op-45855-DAP
Kingman Hospital, Inc. (AZ), et al. v. Teva Pharmaceuticals USA, Inc., et al.	AZ	Federal	NDOH	1:21-op-45100-DAP
Lee Memorial Health System, d/b/a Lee Health (FL) v. Actavis LLC, et al.	FL	Federal	NDOH	1:21-op-45092-DAP
Lester E. Cox Medical Centers (MO), et al. v. Amneal Pharmaceuticals, LLC, et al.	MO	Federal	WDMO	6:22-cv-03192-MDH
Loretto Hospital of Chicago (IL) v. Purdue Pharma L.P., et al.	IL	Federal	NDOH	1:19-op-45455-DAP
Lovelace Health System, Inc. (NM) v. Purdue Pharma L.P., et al.	NM	Federal	NDOH	1:19-op-45458-DAP
Mennonite (PR), General Hospital, Inc., et al. v. Purdue Pharma L.P., et al.	PR	Federal	NDOH	1:19-op-45109-DAP
Mississippi Baptist Medical Center Inc. (MS), et al. v. Amneal Pharmaceuticals, LLC, et al.	MS	State	MS, Hinds County	1:20-cv-00291
North Mississippi Medical Center (MS), et al. v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45936-DAP
Paintsville Hospital Company, LLC (KY), et al. v. Amneal Pharmaceuticals, LLC, et al.	KY	Federal	NDOH	1:20-op-45293-DAP
Pearl River County Hospital (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:19-op-45659-DAP
Rosary Hall (OH), et al. v. Amerisourcebergen Drug Corporation, et al.	OH	Federal	NDOH	1:18-op-45610-DAP
Rush Health Systems (MS), Inc. v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45034-DAP
San Miguel Hospital Corporation v. Johnson & Johnson, et al.	NM	Federal	D.N.M.	1:23-cv-903-KWR
Sarasota Cty. Pub. Hosp. Dist. d/b/a Sarasota Mem. Healthcare Sys. v. Purdue Pharma L.P., et al.	FL	Federal	NDOH	1:18-op-46136-DAP
Sharkey-Issaquena Community Hospital (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45765-DAP
Singing River Health System (MS), et al. v. Nathan C. Grace, et al.	MS	Federal	NDOH	1:20-op-45127-DAP
South Central Regional Medical Center (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45763-DAP
Southwest Mississippi Regional Medical Center (MS), et al. v. ABDC, et al.	AL	Federal	NDOH	1:17-op-45175-DAP
St. Elizabeth Medical Center (KY), et al. v. Amerisourcebergen Drug Corp., et al.	KY	Federal	NDOH	1:18-op-46046-DAP
St. John's Riverside Hospital (NY) v. McKesson Corporation, et al.	NY	Federal	NDOH	1:21-op-45063-DAP



<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
St. Joseph's/Candler Health System, Inc. (GA) v. ABDC, et al.	GA	Federal	NDOH	1:20-op-45241-DAP
Takoma Regional Hospital (TN), et al. v. Purdue Pharma L.P., et al.	TN	Federal	NDOH	1:19-op-46165-DAP
Taylor Regional Hospital, Inc. (GA), v. AmerisourceBergen Drug Corp., et al.	GA	Federal	NDOH	1:18-op-46360-DAP
The DCH Health Care Authority (AL), et al. v. Purdue Pharma, L.P., et al.	AL	State	AL, Conecuh County	2019-cv-000007
Tucson Medical Center (AZ) v. Teva Pharmaceuticals USA, Inc., et al.	AZ	Federal	NDOH	1:22-op-45008-DAP
West Boca Medical Center (FL) v. ABDC, et al.	FL	Federal	NDOH	1:18-op-45530-DAP
West Virginia University Hospitals Inc., et al. v. Abbvie. Inc., et al.	OH	Federal	NDOH	1:24-op-45005-DAP
Winston Medical Center (MS) v. Purdue Pharma, L.P., et al.	MS	Federal	NDOH	1:18-op-45193-DAP

**EXHIBIT C**

**YOU MUST SUBMIT YOUR  
REGISTRATION FORM  
AND CLAIM FORM BY**

**<<DATE>>**

<<mail id>>

<<Name1>>

<<Name2>>

<<Rep>>

<<Biz>>

<<Address1>>

<<Address2>>

<<City>><<State>><<Zip>>

<<Foreign Country>>

<<Date>>

### **Submitting a Claim under the Acute Care Hospital Class Action Settlement Agreements**

To make a Claim for benefits under the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> reached in the litigation titled *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.) (the “Settlements”), a representative from your Acute Care Hospital must fill out the attached Registration Form and submit it via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) no later than [DATE]. Upon registration, a secure file transfer protocol (“SFTP”) link will be provided for you to submit the attached Claim Form and any supporting documentation. Claim Form and documentation submissions must be completed no later than [DATE]. Each Acute Care Hospital making a Claim must submit a separate Registration Form and Claim Form. You may obtain extra copies of all forms at [www.acutehospitalsettlement.com](http://www.acutehospitalsettlement.com). Your Allocated Amount for each Settlement will be determined in accordance with the attached Plan of Allocation.

**Deadline: If you do not complete and submit your Registration and Claim Forms by 5:00 p.m. Central Standard Time on [DATE], your Claim will be rejected and you will be precluded from receiving an Allocated Amount under the Acute Care Hospital Class Action Settlement Agreements. Do not send your Registration Form or Claim Form to the Court or to anyone other than the Notice and Claims Administrators.**

Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Acute Care Hospital Class Action Settlement Agreements in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.).

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], all of which are available at [www.acutehospitalsettlement.com](http://www.acutehospitalsettlement.com).

Class Members submitting Claims may be contacted by representatives of Class Counsel or the Notice and Claims Administrators for additional information regarding the Class Member's Claims.

A Class Member must do each of the following, according to the guidelines set forth below:

1. Complete the Registration Form electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com) and must be emailed to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com);

If the "Quick Pay" option is selected on the Registration Form in Section E, there is no further action needed unless directed by the Notice and Claims Administrators. If the "Quick Pay" option is **NOT** selected, a Class Member must complete the steps outlined in Items 3-6 below;

2. Once the Registration Form is received, the Notice and Claims Administrators will communicate instructions to you for accessing an SFTP;
3. Complete the Business Associate and Confidentiality Agreement (the "BAA") electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), and submit it via SFTP;
4. The Notice and Claims Administrators will provide you with an executed BAA via the SFTP to download for your records;
5. Complete the Claim Form, as applicable, electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com); and
6. Submit the completed Claim Form with all supporting documents and information requested therein, along with the requisite claims data as described in Section F.8 of the Claim Form, via SFTP.

**PLEASE NOTE THAT THE BAA, CLAIM FORM, AND ACCOMPANYING CLAIMS DATA ABOVE SHALL NOT BE SUBMITTED VIA EMAIL.** Instead, by submitting the Registration Form described in Item 1 above, you will receive instructions for accessing an SFTP to which the BAA, the Claim Form, and accompanying requisite claims data must be submitted.

**IT IS IMPORTANT THAT YOU ANSWER ALL QUESTIONS FULLY AND ACCURATELY. FAILURE TO PROVIDE THE REQUESTED INFORMATION, DATA, AND/OR DOCUMENTATION BY THE DEADLINE WILL CAUSE YOUR CLAIM TO BE REJECTED AND YOUR ACUTE CARE HOSPITAL WILL BE PRECLUDED FROM RECEIVING AN ALLOCATED AMOUNT.**

## PLAN OF ALLOCATION

- A. The Notice and Claims Administrators (A.B. Data Group and Cherry Bekaert Advisory, LLC) shall utilize this Plan of Allocation for the determination of all Claims, including any Allocated Amount due to any Qualifying Class Member under the proprietary Acute Care Hospital Allocation Model and Algorithm (the “Model”). The Notice and Claims Administrators will consider the eligibility of a Class Member with respect to each Settlement Class separately.
- B. The Model is prepared and operated by Cherry Bekaert Advisory, LLC (formerly known as Legier & Company, apac) and is consistent with the algorithm developed in the Purdue Pharma bankruptcy proceedings (Case No. 19-23649), and utilized thereafter in the Mallinckrodt, plc (Case No. 20-12522) and Endo (Case No. 22-22549) bankruptcy proceedings. Cherry Bekaert Advisory, LLC retains all intellectual property rights in the Model.
- C. A.B. Data Group shall mail the Notice to Class Members no later than twenty-one (21) calendar days following the entry of the Preliminary Approval Order pursuant to the Notice Plan. Following the occurrence of the Effective Date for each Settlement, A.B. Data Group will be authorized to remit payment to Qualifying Class Members under this Plan of Allocation. Cherry Bekaert Advisory, LLC shall manage the Settlement website [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), shall issue SFTP links upon a Class Member timely submitting the Registration Form, and shall process all timely submissions for determining eligibility for an Allocated Amount under the Model.
- D. Any Qualifying Class Member may participate in the Quick Pay option by submitting via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) a completed Registration Form (1) agreeing to be bound by the terms of each of the four Acute Care Hospital Class Action Settlement Agreements and (2) accepting the terms of the Quick Pay option in this Plan of Allocation. The default Quick Pay Amount shall be \$5,000. However, if one or more Settlements is not approved, or if a Class Member is ineligible for one or more Settlements by reason of a prior release, then the Quick Pay Amount owed shall be reduced, proportionally, based upon a comparison of the Up-Front Settlement Amount contributed by the Settling Defendant(s) in the Settlement(s) at issue with the total Up-Front Settlement Amounts of the four Settlements. The Up-Front Settlement Amount is the amount in cash to be paid into escrow by the Settling Defendant under its Settlement Agreement by no later than thirty (30) days following the Effective Date of the Settlement Agreement. Following a determination of the Class Member’s eligibility to participate in each of the four Acute Care Hospital Class Action Settlement Agreements, Qualifying Class Members electing Quick Pay will be disbursed funds within forty-five (45) days of the Effective Date of the approved Settlements.
- E. A Class Member may elect to participate in the more detailed damages calculation using the Model, which may result in an Allocated Amount greater (but not less) than the Class Member’s Quick Pay Amount. This process requires the Class Member to establish through requisite claims data (see Claim Form Section F.8) that it has calculable damages under the Model. The rejection or denial of a claim under the Model will result in a Qualifying Class Member receiving their Quick Pay Amount after an eligibility determination is made.
- F. Under the Model, Cherry Bekaert Advisory, LLC shall determine the Allocated Amount distributable to each Qualifying Class Member who has not elected Quick Pay based on: (1) the diagnostic codes associated with operational charges incurred by the Qualifying Class Member in connection with the treatment of OUD patient encounters in (a) the Emergency

Department, (b) Inpatient settings, and (c) Outpatient settings;<sup>2</sup> (2) the portion of such charges that were not reimbursed; and (3) the following distribution determination factors and weights:<sup>3</sup>

<b>Factors</b>	<b>Weighting %</b>
MMEs	10%
OD Rates	10%
Opioid Deaths	5%
Operational Impact	35%
Opioid Patient %	15%
Litigation Participation	25%
<b>Total</b>	<b>100.00%</b>

The above factors are defined as follows:

1. Units of morphine milligram equivalents (“MMEs”) shipped into the Qualifying Class Member’s service area (“Service Area”) during the period of January 1, 2006 through December 31, 2014 (the “Measurement Period”);
2. Opioid use disorder rates (“OD Rates”) at the state level, prorated for each Qualifying Class Member;
3. Opioid overdose deaths in the Qualifying Class Member’s Service Area (“Opioid Deaths”);
4. Operational impact calculated using the Qualifying Class Member’s opioid diagnoses codes, and charge and reimbursement data (“Operational Impact”);
5. The Qualifying Class Member’s opioid related patients as a percentage of its total patients (“Opioid Patient %”);
6. Participation in active litigation against an Opioid Manufacturer and/or any Settling Defendant<sup>4</sup> (“Litigation Participation”) by commencing a civil action in a state or federal court and engaging in the following activities:<sup>5</sup>
  - (a) Hosting expert visits for the purpose of enabling the experts to engage with hospital personnel on the opioid epidemic at the hospital, and to review hospital policies, procedures, and programs regarding opioids;
  - (b) Producing claims data to the Settling Defendants;

<sup>2</sup> Refer to the Claim Form and instructions for the claims data details. Physician office visits and non-acute care visits should NOT be included in the data provided.

<sup>3</sup> The “Model” calculates a Qualifying Class Member’s loss resulting from its treatment of patients with OD and other opioid diagnoses in the emergency department and inpatient and outpatient settings, considering, among other things, the total charges and collections, including a causation algorithm applied to each patient encounter.

<sup>4</sup> The Settling Defendants means the Released Entities defined in each of the Acute Care Hospital Class Action Settlement Agreements.

<sup>5</sup> This participation factor is weighted at 25%, to be split equally amongst sub-factors (a)-(d).

- (c) Actively engaging in discovery by, e.g., responding to interrogatories and requests for production or admissions; supplying hospital financial documents, policies and procedures, custodial emails, and/or dispensing and discharge prescription data in response to requests by Settling Defendants or orders of a court; providing 30(b)(6) and/or fact witness testimony; propounding discovery to Settling Defendants; formally disclosing expert opinions consistent with federal and/or state court rules; or engaging in motion practice before a court and/or a special master; and
  - (d) Obtaining a court-ordered trial date.
- G. Qualifying Class Members shall be paid no more than ninety (90) days following the Effective Date of a Settlement Agreement for which the Qualifying Class Member has submitted a Claim, on a *pro rata* basis (up to the available amounts in the Net Settlement Funds) in a manner to be determined by Cherry Bekaert Advisory, LLC. Qualifying Class Members that submit a valid Claim will receive a payment of no less than what they would be entitled to receive from that Settlement under the “Quick Pay” option. A Qualifying Class Member will receive maximum payment if it submits a valid Claim for all four Settlements and the Effective Date for all four Settlements occurs.
- H. An Acute Care Hospital that previously received an allocation from the Chapter 11 Bankruptcy cases of Mallinckrodt, plc (Case No. 20-12522), and/or Endo (Case No. 22-22549) may direct the Notice and Claims Administrators (or their agents or representatives) to utilize in this claims process (to the extent applicable), the claims data, and/or information submitted in those claims processes.
- I. In order to encourage the development of innovative and effective hospital-led abatement programs, the Special Master, in consultation with the Notice and Claims Administrators, may elect to award up to \$3,000,000.00 of Net Settlement Funds to one non-profit Qualifying Class Member that maintains a formal abatement plan and OUD treatment program, in addition to any Allocated Amount that the non-profit Qualifying Class Member receives. A separate Notice will be sent alerting all Acute Care Hospitals of the process for making applications to receive these funds. The Special Master shall in his sole discretion award the funds.



**EXHIBIT D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA  
VISTA REGIONAL HOSPITAL,  
on behalf of itself and all others  
similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

**CLAIM REGISTRATION FORM / “QUICK PAY” ELECTION FORM**

## CLAIM REGISTRATION FORM / “QUICK PAY” ELECTION FORM

### Claim Registration Form / “Quick Pay” Election Form Deadline (the “Registration Form Deadline”): [INSERT DATE]

Please provide the following information to the Notice and Claims Administrators by completing this Claim Registration Form (the “Registration Form”) and emailing it to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) prior to completing the Claim Form. Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> (the “Settlement Agreements”) in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.), available on the settlement website at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). Each entity making a Claim (“Claimant”) must submit a separate Registration Form.

To be eligible to make a Claim, the Claimant must fall within one or more of the following categories:

- (1) Claimant is an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through the [date of entry of the Preliminary Approval Order], and is not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlement Agreements, Claimant must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) Claimant is listed on Exhibit A to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim; and/or
- (3) Claimant is one of the Plaintiffs in the Other Actions listed on Exhibit B to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim.

Exhibits A and B to each Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Settlement Class for that particular Settlement.<sup>2</sup> A Class Member may be eligible to make a Claim for one or more Settlements.

A Claimant is ineligible for recovery under a particular Settlement Agreement if any of its Released Claims were released in any other settlement with the Settling Defendant(s) that are party

---

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE] available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

<sup>2</sup> Inclusion of an entity on Exhibit A and/or as a Plaintiff in the Other Actions listed on Exhibit B to a particular Settlement does not determine whether that entity is eligible for any other Settlement.

to that Settlement Agreement.<sup>3</sup> A Claimant may be ineligible for recovery under one or more Settlement Agreement(s), but still be eligible for recovery under other Settlement Agreements if it meets the eligibility criteria for those other Settlement Agreements.

A Claimant that submits a Registration Form or Claim Form may be contacted by representatives of Class Counsel or by the Notice and Claims Administrators for additional information regarding the Class Member's claims.

The Claim Deadline is 5:00 p.m. Central Standard Time [DATE]. **HOWEVER, in advance of this Claim Deadline you must first submit this Registration Form by the Registration Form Deadline on [DATE] to allow sufficient time for submission of all other required documents and information required to process your Claim.** Your Claim will be rejected and you will be precluded from receiving an Allocated Amount by the Acute Care Hospital Class Action Settlement Agreements if this Registration Form is not received by the Registration Form Deadline. Do not send your Registration Form and Claim Form to the Court or to anyone other than the Notice and Claims Administrators.

A person who files a fraudulent claim on behalf of a Class Member may, at a minimum, be fined up to \$500,000.00, imprisoned for up to five years, or both, in accordance with 18 U.S.C. §§ 152, 157.

---

<sup>3</sup> Exclusion of a Claimant from one Settlement Agreement on this basis does not necessarily prevent a Claimant from being eligible for the other Settlement Agreements identified in Footnote 1.

**A. Claimant Information**

Please provide the information in Section A for the Claimant:

1. Name of Acute Care Hospital:			
2. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
3. Ownership (Check the one that applies):	Current Owner		Former Owner
4. Name of Operating Entity:			
5. Federal Employer Identification Number of Operating Entity:	-		

**B. Contact Information**

Please provide the information in Section B where notices should be sent:

1. Contact Name:			
2. Contact Title:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
By filling out this Registration Form, you are deemed to consent to receipt of this notice by email.			

**For promptness and accuracy, we prefer to contact you by email and will do so if possible. Accordingly, please provide your email address. If necessary, we may also contact you by phone or by U.S. mail.**

**C. Attorney Information**

1. Is your Acute Care Hospital submitting this Registration Form with the assistance of an attorney?

Yes ☐

No ☐

**If yes, please provide your attorney's name, phone number, mailing address, and email:**

1. Attorney Contact Name:			
2. Law Firm Name:			
3. Address:	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(    )    -		
5. Email:			
6. Federal Employer Identification Number of Law Firm:    -			
By filling out this Registration Form, you are deemed to consent to receipt of this notice by email.			

2. Do you want any potential payment mailed to your attorney?

Yes ☐

No ☐



**D. Naloxone Kit Program Registration**

Under the Teva Defendants Class Action Settlement Agreement (“Teva Settlement”), Class Members are eligible to receive, free of charge, Naloxone Hydrochloride Nasal Spray kits (4 mg strength) as listed in Teva’s generics catalog, which can be viewed at [www.tevagenerics.com](http://www.tevagenerics.com) through 2030 (the “Naloxone Kit Program”). Participation in the Naloxone Kit Program is voluntary, does not impact your ability to receive any other benefit, and is subject to the terms and conditions in the Teva Settlement and the Product Allocation Plan.

**1. Do you want to register for the Naloxone Kit Program?**

Yes ☐

No ☐

**E. Calculation of Allocated Amount and Quick Pay Election**

The Acute Care Hospital Class Action Settlement Agreements provide benefits to certain Claimants who can establish “Eligible Damages,” and allocates available settlement funds to Qualifying Class Members (“Allocated Amount”). A copy of the settlement agreements and Plan of Allocation may be found at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). To determine your Allocated Amount under these Settlement Agreements, you must submit claims data. For purposes of the Settlements, you, as a Class Member, are eligible for an Allocated Amount if you are a Qualified Class Member that treated patients with OUD and/or other opioid-related conditions and, as a result of that care, you suffered identifiable operational losses reflected in your claims data, including losses reflected in the charges to payments ratio for various treatment codes.

**If you do not wish to complete a Claim Form and submit the data necessary to calculate an Allocated Amount, you may elect to receive your “Quick Pay Amount” instead. Subject to the Plan of Allocation, the Quick Pay Amount is \$5,000 and will be disbursed within 45 days of the Effective Date of the Settlement Agreements. Any eligible Class Member may elect to receive their Quick Pay Amount by answering the questions below:**

- 1. Do you agree to be bound by the terms of each of the four Acute Care Hospital Class Action Settlement Agreements and to participate in the Quick Pay option?**

Yes ☐ No ☐

- 2. If yes, please sign and verify below:**

**F. Supporting Documentation**

**Important notices regarding submission to the jurisdiction of the Court in New Mexico**

By the filing of this Registration Form, you hereby submit to the jurisdiction of the United States District Court, District of New Mexico for the purposes of this Claim.

**Verification of Properly Submitted Claim**

The benefits provided by the Acute Care Hospital Class Action Settlement Agreements are for the operational losses to Class Members resulting from providing treatment to individuals with substance use disorder, opioid use disorder, or other opioid-related conditions. By submitting this Registration Form, you verify that other than what you disclosed in this Registration Form, you have not otherwise been reimbursed or compensated for the costs and expenses you are seeking.

By submitting this Registration Form, you verify, under oath and penalty of perjury, that, to the best of your knowledge, all the damages for which you seek benefits in this Registration Form relate to your provision of medical treatment in an emergency department, inpatient, or outpatient setting at an Acute Care Hospital.

**G. Certification**

**I certify that I am authorized to sign this Registration Form, and I understand that an authorized signature on this Registration Form serves as an acknowledgement that I have a reasonable belief that the information is true and correct.**

**I certify that the Settlement Class Member has authority to release all Released Claims as identified in the following Settlement Agreements on behalf of itself and all other entities who are Releasers by virtue of their relationship or association with it.**

**I certify that the Settlement Class Member I am submitting this Registration Form on behalf of is eligible to receive funds under the following Settlement Agreements:**

**1. Distributor Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**2. Janssen Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**3. Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**4. Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

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

Your typed signature and submission of this Registration Form will have the same force and effect as if you signed the Registration Form on paper, which you may do alternatively.

Signature:

\_\_\_\_\_

Executed on date (MM/DD/YYYY):

\_\_\_\_\_

Print the name of the person who is completing and signing this claim.

Name (First Middle Last): \_\_\_\_\_

Title: \_\_\_\_\_

Acute Care Hospital: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT E**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

**CLAIM FORM**



## CLAIM FORM

**Claim Deadline:** [DATE]

Please read the instructions carefully before filling out this Claim Form (this “Claim Form”). Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> (the “Settlement Agreements”) in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.) available on the settlement website at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). Each entity making a Claim (“Claimant”) must submit a separate Claim Form.

To be eligible to make a Claim, the Claimant must fall within one or more of the following categories:

- (1) Claimant is an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through the [date of entry of the Preliminary Approval Order], and is not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlement Agreements, Claimant must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) Claimant is listed on Exhibit A to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim; and/or
- (3) Claimant is one of the Plaintiffs in the Other Actions listed on Exhibit B to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim.

Exhibits A and B to each Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Settlement Class for that particular Settlement.<sup>2</sup> A Class Member may be eligible to make a Claim for one or more Settlements.

A Claimant is ineligible for recovery under a particular Settlement Agreement if any of its Released Claims were released in any other settlement with the Settling Defendant(s) that are party to that

---

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE] available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

<sup>2</sup> Inclusion of an entity on Exhibit A and/or as a Plaintiff in the Other Actions listed on Exhibit B to a particular Settlement does not determine whether that entity is eligible for any other Settlement.

Settlement Agreement.<sup>3</sup> A Claimant may be ineligible for recovery under one or more Settlement Agreement(s), but still be eligible for recovery under other Settlement Agreements if it meets the eligibility criteria for those other Settlement Agreements.

A Claimant that submits a Registration Form or Claim Form may be contacted by representatives of Class Counsel or by the Notice and Claims Administrators for additional information regarding the Class Member's claims.

The submission of this Claim Form by the claim deadline of 5:00 p.m., Central Standard Time, on [DATE] (the "Claim Deadline") is a prerequisite to eligibility for an Allocated Amount but does not guarantee that a Class Member will be deemed eligible to receive an Allocated Amount. If a Class Member is deemed eligible to receive an Allocated Amount, the information provided in this Claim Form will be used to determine each such Allocated Amount. Class Members may redact information on this Claim Form or any attached documents as they deem necessary, although redactions may impact the Notice and Claims Administrators' determinations as to eligibility or the Allocated Amount. A Class Member shall only submit through the Secure File Transfer Protocol ("SFTP") link *copies* of any documents that support a claim and shall not mail or transmit hard copies or original documents; documents submitted may be destroyed after scanning and will not be returned to the Class Member.

A person who files a fraudulent claim on behalf of a Class Member may, at a minimum, be fined up to \$500,000.00, imprisoned for up to five years, or both, in accordance with 18 U.S.C. §§ 152, 157. Class Members shall provide the information requested that is, to the best of their knowledge, current and valid as of the date this Claim Form is completed and delivered to the Notice and Claims Administrators.

---

<sup>3</sup> Exclusion of a Claimant from one Settlement Agreement on this basis does not necessarily prevent a Claimant from being eligible for the other Settlement Agreements identified in Footnote 1.

**Please provide the following information to the Notice and Claims Administrators by delivering this completed Claim Form by secure file transfer protocol (“SFTP”) according to the instructions that will be provided to you once you register) prior to the Claim Form Deadline set forth on page 1 of this Claim Form.**

**Failure to submit a completed copy of this Claim Form by the Claim Deadline set forth on page 1 of this Claim Form may disqualify you from receiving an Allocated Amount. Additionally, failure to complete any portion of the Claim Form or to provide requisite claims data (as described herein) may result in a reduced Allocated Amount or disqualification from receiving an Allocated Amount.**

### **A. Claimant Information**

Please provide the information in Section A for the Claimant:

1. Name of Acute Care Hospital:			
2. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
3. Duration of Ownership:	Date Acquired/Opened		Date Sold/Closed
4. Number of Staffed Beds <sup>4</sup> :			
5. Name of Operating Entity:			
6. Federal Employer Identification Number of Operating Entity:	_____ - _____		
7. Claimant Number: If you received a Claimant Number after you completed your Registration Form, please provide that four-digit Claimant Number.	_____		

<sup>4</sup> The number of beds reported from a hospital’s most recent Medicare cost report (W/S S-3, Part I, line 7 column 2). Cost report instructions define staffed beds as, “the number of beds available for use by patients at the end of the cost reporting period. A bed means an adult bed, pediatric bed, birthing room, or newborn bed maintained in a patient care area for lodging patients in acute, long-term, or domiciliary areas of the hospital. Beds in labor room, birthing room, post-anesthesia, postoperative recovery rooms, outpatient areas, emergency rooms, ancillary departments, nurses’ and other staff residences, and other such areas which are regularly maintained and utilized for only a portion of the stay of patients (primarily for special procedures or not for inpatient lodging) are not termed a bed for these purposes.”

**B. Contact Information**

Please provide the information in Section B where notices should be sent:

1. Contact Name:			
2. Contact Title:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
By filling out this Claim Form, you are deemed to consent to receipt of this notice by email.			

**For promptness and accuracy, we prefer to contact you by email and will do so if possible. Accordingly, please provide your email address. If necessary, we may also contact you by phone or by U.S. mail.**

**C. Attorney Information**

1. Is your Acute Care Hospital submitting this Claim Form with the assistance of an attorney?

Yes ☐

No ☐

**If yes, please provide your attorney's name, phone number, mailing address, and email:**

1. Attorney Contact Name:			
2. Law Firm Name:			
3. Address:	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
6. Federal Employer Identification Number of Law Firm:     -			
By filling out this Claim Form, you are deemed to consent to receipt of this notice by email.			

2. Do you want any potential payment mailed to your attorney?

Yes ☐

No ☐

**D. W-9 Form**

If Yes was selected in Section C.2, please complete a W-9 Form for the law firm identified in Section C of this Claim Form and return it with this Claim Form. If not working with an attorney or if No was selected in Section C.2, please complete the W-9 Form attached hereto and return it with this Claim Form for the Claimant identified in Section A of this Claim Form.

**E. Payment Information**

Payment checks will be mailed to the law firm identified in Section C of this Claim Form if Yes was selected in Section C.2. If not working with an attorney or if No was selected in Section C.2, the check will be mailed to the contact person identified in Section B.

**F. Additional information for Claimants seeking calculated amounts (non-Quick-Pay option)**

If you wish to claim an Allocated Amount on the basis of a calculated amount, and not the Quick-Pay option as defined in the Registration Form and Plan of Allocation, you must complete this Section F, including all of the data identified in Item 8 below.<sup>5</sup> **Failure to provide claims data for the entire time period from January 1, 2015 through December 31, 2020 may result in a reduction in Operational Impact, as defined in the Plan of Allocation.**

1. Have you, as of the date of the completion of this Claim Form, provided to the Notice and Claims Administrators all of the requisite claims data relating thereto (as described in Item 8 below) to the best of your knowledge?<sup>6</sup> ☐ Yes ☐ No
2. Are you a named plaintiff in any active cause of action against opioid manufacturers, distributors, or pharmacies? ☐ Yes ☐ No
  - a. If yes, please indicate whether the active cause of action is pending (check one below and provide the case number):
    - i. in the Multidistrict Litigation, Case No. 1:17-md-2804: ☐
    - ii. in federal court: ☐ Case Number: \_\_\_\_\_
    - iii. in state court: ☐ Case Number: \_\_\_\_\_
  - b. If yes, attach a copy of the most recently filed Complaint.
3. Is the hospital/facility listed above:
  - a. a hospital not owned or operated by a federal, state, county, parish, city, or other municipal government that (i) provides inpatient medical care and other related services for surgery, acute medical conditions, or injuries for a period of treatment time that is, on average, less than 25 days; and (ii) either (a) appears as active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (b) includes an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
  - b. an entity listed on Exhibit A to the Acute Care Hospital Settlement Agreements for

---

<sup>5</sup> The Notice and Claims Administrators and the Special Master shall have complete discretion to determine whether a Claimant has complied with this requirement.

<sup>6</sup> A Claimant who previously timely filed a Claim to the Hospital Trust in the Chapter 11 case of Mallinckrodt plc, et al., No. 20-12522 in the United States Bankruptcy Court for the District of Delaware that contained all of the requisite claims data from January 1, 2015 through December 31, 2020 and was approved for an allocation need not complete Item 8 below.

which it is submitting a claim; and/or

- c. a Plaintiff in the Other Actions listed on Exhibit B to the Acute Care Hospital Settlement Agreements for which it is submitting a claim?

\_\_\_ Yes \_\_\_ No

4. Has the Acute Care Hospital listed above hosted experts' visits at the Acute Care Hospital for the purpose of enabling the experts to engage with hospital personnel on the opioid epidemic at the hospital, and to review hospital policies, procedures, and programs regarding opioids?  
\_\_\_ Yes \_\_\_ No

5. Has the Acute Care Hospital listed above produced claims data (as described in Item 8 below herein) to the Settling Defendants, for the cause of action noted in Item 2(a) above?  
\_\_\_ Yes \_\_\_ No

6. Has the Acute Care Hospital listed above actively engaged in discovery, for the cause of action, if any, noted in Item 2(a) above? \_\_\_ Yes \_\_\_ No

If yes, please indicate below those activities in which the Acute Care Hospital has actively engaged<sup>7</sup>:

- a. Responded to interrogatories and requests for production and requests for admissions?  
\_\_\_ Yes \_\_\_ No
  - b. Supplied hospital financial documents, policies and procedures, custodial emails, dispensing and discharge prescription data in response to requests by Settling Defendants or orders of a court? \_\_\_ Yes \_\_\_ No
  - c. Provided 30(b)(6) and/or fact witness testimony? \_\_\_ Yes \_\_\_ No
  - d. Propounded discovery to Settling Defendants? \_\_\_ Yes \_\_\_ No
  - e. Formally disclosed expert opinions consistent with federal and/or state court rules?  
\_\_\_ Yes \_\_\_ No
  - f. Engaged in motion practice before a court and/or a special master?  
\_\_\_ Yes \_\_\_ No
7. Did the Acute Care Hospital listed above have a court-ordered trial date, for the cause of action, if any, noted in Item 2(a) above?  
\_\_\_ Yes \_\_\_ No

If yes, please enter the court ordered trial date: \_\_\_\_\_

8. For all inpatient and outpatient discharges during the period January 1, 2015 through December 31, 2020, from the Acute Care Hospital listed above, please provide the following data in CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File to be used in connection with the determination of the Allocated Amount. **An example of the data**

---

<sup>7</sup> To receive the 5% weight for this participation factor, the Acute Care Hospital must have participated in at least three of the six identified activities.



**formatting is set forth in Exhibit A. This data should be in a separate CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File for each Acute Care Hospital.** Physician office visits and non-acute care visits should **NOT** be included in data provided.

For the CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File, please include in the file name the Name of the Acute Care Hospital, City and State where located and Date Range of Data Provided, for example, PhoenixGeneral-Phoenix-AZ-Jan09-Dec12.csv. If more than one file is provided due to size limitations, each file name will be the same with only the date range of the data provided changing (e.g., PhoenixGeneral-Phoenix-AZ-Jan13-Dec20.csv).

It is important to note, and as further described below, that the following data for each visit/discharge will need to be repeated on each row corresponding to each different ICD diagnosis code (except for ICD diagnosis code, ICD diagnosis code description and ICD diagnosis code priority). The data for the ICD diagnosis codes, ICD diagnosis code descriptions and ICD diagnosis code priority for each visit/discharge will therefore be unique to each row. For example, if a visit has 18 ICD diagnosis codes, there would be 18 rows/lines for that visit/discharge with each line containing a different ICD diagnosis code, ICD diagnosis code description and ICD diagnosis code priority. For all other data fields such as Patient Medical Record Number, Date of Discharge, etc. this data will be the same, and thus repeated, on all 18 rows/lines for that visit/discharge.

To the extent the qualifying Acute Care Hospital utilizes a coding system for any columns/data fields, please provide an index to explain the contents of any column/data field to the secure portal provided by the Notice and Claims Administrators. For example, the Patient Type data provided includes a 1, 2, or 3 and these respective contents are 1=Inpatient, 2=Outpatient, and 3=Emergency.

Please also ensure that all columns/data fields that may contain commas are updated so that such columns/data fields are placed in quotations when populating the CSV or Pipe-Delimited Electronic Text File. The columns/data fields that often contain commas include, but are not limited to, Attending Physician Name, DRG and ICD Diagnosis Code Descriptions.

Once the CSV (Comma Delimited) or Pipe-Delimited Electronic Text File is prepared, **please review the data VERY CAREFULLY** to confirm the data in each column contains the applicable data for that respective column's data field description. For example, payment amounts (Total Payments) should not be shown in the DRG Code column/data field or ICD Diagnosis Code column/data field should not be blank or designated null for a patient visit without an explanation, etc. In conducting your review, this will require that you "reality test" your data before submission to ensure that it does not contain obvious errors and inconsistencies. **Each Class Member will be provided a secure portal by the Notice and Claims Administrators to upload an executed Business Associate Agreement ("BAA")**

with Cherry Bekaert Advisory, LLC (formerly known as Legier & Company, apac), and upload this requisite claims data to the secure portal.

<b>Column</b>	<b>Data Fields</b>	<b>Definitions and Clarifications</b>
<b>a.</b>	<b>Name</b>	Name of hospital/facility for which data is provided.
<b>b.</b>	<b>Address</b>	Address of hospital/facility for which data is provided.
<b>c.</b>	<b>City</b>	City of hospital/facility for which data is provided.
<b>d.</b>	<b>State</b>	State of hospital/facility for which data is provided.
<b>e.</b>	<b>Zip Code</b>	Zip Code of hospital/facility for which data is provided.
<b>f.</b>	<b>CMS Certification Number</b>	Provide a Center for Medicare & Medicaid Services Number (formerly known as the Medicare Provider Number). This should be a six-digit Medicare certification number for a hospital/facility.
<b>g.</b>	<b>Patient Medical Record #</b>	
<b>h.</b>	<b>Patient Account #</b>	
<b>i.</b>	<b>Payor Financial Class Description</b>	e.g., Blue Cross, Medicaid, Private Pay, etc.
<b>j.</b>	<b>Patient Type</b>	e.g., Inpatient or Outpatient. Hospital-related clinics or physician office visits should NOT be included in data provided.
<b>k.</b>	<b>Custom Patient Type</b>	e.g., Inpatient Psych, Outpatient Single Visit, Surgery, Lab, etc. Hospital-related clinics or physician office visits should NOT be included in data provided.
<b>l.</b>	<b>Date of Admission</b>	
<b>m.</b>	<b>Date of Discharge</b>	
<b>n.</b>	<b>Length of Stay (days)</b>	
<b>o.</b>	<b>Admission Type Description</b>	e.g., Emergency, Reservation, Reference Lab, etc.
<b>p.</b>	<b>Discharge Disposition Description</b>	e.g., Discharge Home, Nursing Home, Expired, etc.
<b>q.</b>	<b>Patient Date of Birth</b>	
<b>r.</b>	<b>Patient Age at Discharge</b>	
<b>s.</b>	<b>Patient Gender</b>	
<b>t.</b>	<b>Patient Race</b>	

<b>Column</b>	<b>Data Fields</b>	<b>Definitions and Clarifications</b>
<b>u.</b>	<b>Patient City</b>	
<b>v.</b>	<b>Patient State</b>	
<b>w.</b>	<b>Patient Zip Code</b>	
<b>x.</b>	<b>Attending Physician Name</b>	
<b>y.</b>	<b>Total Charges</b>	
<b>z.</b>	<b>Total Payments</b>	Total Payments should only contain actual payments received (e.g., insurance/self-pay). It should NOT include adjustments, bad debt, write-offs or contractual adjustments.
<b>aa.</b>	<b>DRG Code</b>	Provide a Diagnosis-Related Group (“DRG”) code for each inpatient visit/discharge.
<b>ab.</b>	<b>DRG Code Description</b>	Provide a DRG code description for the above DRG code.
<b>ac.</b>	<b>All ICD Diagnosis Codes</b>	For each visit/discharge, provide all International Classification of Disease (“ICD”) diagnosis codes (ICD-9 or ICD-10, as applicable) associated with each patient visit/discharge. Note: In most instances you should have multiple ICD diagnosis codes for a patient visit/discharge. Each of these ICD Diagnosis Codes related to each patient’s visit should NOT be listed in multiple columns but rather each ICD diagnosis code should be listed in the same single column with each ICD diagnosis code shown on separate rows within the same single column. See Exhibit A.
<b>ad.</b>	<b>ICD Diagnosis Code Descriptions</b>	Provide ICD diagnosis code descriptions for the above ICD diagnosis codes.
<b>ae.</b>	<b>ICD Diagnosis Code Priority</b>	Provide whether each ICD diagnosis code is a Primary, Secondary, Tertiary, etc. diagnosis. These categories must be expressed in terms of a numerical code such as 1=Primary, 2=Secondary, 3=Tertiary, etc.
<b>af.</b>	<b>Mother’s MRN (if applicable)</b>	This field pertains only to Acute Care Hospitals that deliver newborn babies or have a neonatal unit. If this visit/charge is for a birth mother, then this field should be blank as it would be the same MRN as the patient reported in row g. above. However, if this visit/charge pertains to a baby, then this field should contain the mother’s MRN so that there can be a mother/baby link associated therewith.
<b>ag.</b>	<b>Baby’s MRN (if applicable)</b>	This field pertains only to Acute Care Hospitals that deliver newborn babies or have a neonatal unit. If this visit/charge is for a baby, then this field should

Column	Data Fields	Definitions and Clarifications
		be blank as it would be the same MRN as the patient reported in row g. above. However, if this visit/charge pertains to a birth mother, then this field should contain the Baby's MRN so that there can be a mother/baby link associated therewith.

**G. Certification**

**I certify that I am authorized to sign this Claim Form and I understand that an authorized signature on this Claim Form serves as an acknowledgement that I have a reasonable belief that the information is true and correct.**

**I certify that the Settlement Class Member has authority to release all Released Claims as identified in the following Settlement Agreements on behalf of itself and all other entities who are Releasors by virtue of their relationship or association with it.**

**I certify that the Settlement Class Member I am submitting this Claim Form on behalf of is eligible to receive funds under the following Settlement Agreements:**

**1. Distributor Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**2. Janssen Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**3. Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**4. Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

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

Your typed signature and submission of this Claim Form will have the same force and effect as if you signed the Claim Form on paper, which you may do alternatively.

Signature:

\_\_\_\_\_

Executed on date (MM/DD/YYYY):

\_\_\_\_\_

Print the name of the person who is completing and signing this claim.

Name (First Middle Last): \_\_\_\_\_

Title: \_\_\_\_\_

Acute Care Hospital: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## CLAIM FORM

## Data Request Example

EXHIBIT A

	A	B	C	D	E	F	G	H	I	J
1	Hospital Name	Hospital Address	Hospital City	Hospital State	Hospital Zip	CMS Certification Number	Patient Medical Record #	Patient Account #	Payor Financial Class Description	Patient Type
2	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
3	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
4	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
5	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12346	Blue Cross	Outpatient
6	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12346	Blue Cross	Outpatient
7	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	999	A12399	Blue Cross	Outpatient
8	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	102	A12356	Medicare	Inpatient
9	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	102	A12356	Medicare	Inpatient
10	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
11	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
12	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
13	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
14	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
15	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12368	Champus	Emergency
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										



## CLAIM FORM

## Data Request Example

**EXHIBIT A**

	K	L	M	N	O	P	Q	R	S
1	Custom Patient Type	Date of Admission	Date of Discharge	Length of Stay	Admission Type Description	Discharge Disposition Description	Patient Date of Birth	Patient Age	Patient Gender
2	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
3	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
4	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
5	OB	2/28/2017	3/1/2017		1 O/P Observation	Discharge Home	4/1/1980	36 Female	
6	OB	2/28/2017	3/1/2017		1 O/P Observation	Discharge Home	4/1/1980	36 Female	
7	Nursery	2/28/2017	2/28/2017		1 O/P Observation	Discharge Home	2/28/2017	0 Female	
8	Lab	4/15/2016	4/18/2016		3 Transfer	Discharge Home	1/1/1955	61 Male	
9	Lab	4/15/2016	4/18/2016		3 Transfer	Discharge Home	1/1/1955	61 Male	
10	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
11	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
12	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
13	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
14	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
15	ER	7/4/2017	7/4/2017		1 Emergency	Discharge Home	2/1/1975	42 Female	
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									

There is only one column for ICD Code. Therefore, each patient stay must be replicated as many times as necessary to provide all of the ICD Codes associated with the stay. For example, a patient stay with five ICD Codes would be listed in five rows (e.g., the 12/10/2016 stay of patient 103).

## CLAIM FORM

## Data Request Example

EXHIBIT A

	T	U	V	W	X	Y	Z	AA	AB	AC
1	Patient Race	Patient City	Patient State	Patient Zip Code	Attending Physician Name	Total Charges	Total Payments	DRG Code	DRG Code Description	ICD Diagnosis Code
2	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	B974
3	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	B998
4	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	F1110
5	African American	Shelbyville	US State	12345	Doe, John	\$500.00	\$125.00			G459
6	African American	Shelbyville	US State	12345	Doe, John	\$500.00	\$125.00			A419
7	African American	Shelbyville	US State	12345	Doe, John	\$600.00	\$125.00	795	Normal Newborn	L22
8	Caucasian	Shelbyville	US State	12345	Smith, Jane	\$2,000.00	\$725.00	603	Cellulitis w/o MCC	Z431
9	Caucasian	Shelbyville	US State	12345	Smith, Jane	\$2,000.00	\$725.00	603	Cellulitis w/o MCC	T148
10	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	E861
11	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	J209
12	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	Z041
13	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	T1491
14	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	N179
15	African American	Springfield	US State	12367	Doe, John	\$1,000.00	\$200.00			F1199
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										

There is only one column for ICD Code. Therefore, each patient stay must be replicated as many times as necessary to provide all of the ICD Codes associated with the stay. For example, a patient stay with five ICD Codes would be listed in five rows (e.g., the 12/10/2016 stay of patient 103).

## CLAIM FORM

## Data Request Example

EXHIBIT A

	AD	AE	AF	AG
	ICD Diagnosis Code Description	ICD Diagnosis Code Priority	Mom's Medical Record #	Baby's Medical Record #
1				
2	Respiratory syncytial virus as the cause of diseases classified elsewhere	1		999
3	Other infectious disease	3		999
4	Opioid Abuse - Uncomplicated	2		999
5	Transient Cerebral Ischemic Attack - Unspecified	2		999
6	Sepsis - Unspecified Organism	1		999
7	Diaper Dermatitis	1		
8	Encounter For Attention To Gastrostomy	1		
9	Other Injury Of Unspecified Body Region	2		
10	Hypovolemia	1		
11	Acute Bronchitis - Unspecified	2		
12	Encounter for examination and observation following transport accident	3		
13	Suicide attempt	4		
14	Acute Kidney Failure - Unspecified	5		
15	Opioid Use - Unspecified With Unspecified Opioid-Induced Disorder	1		
16	<div><p>The last two fields will only be populated where a facility has a neonatal unit and delivers babies. These two fields link the mother's record to the baby's medical record number (MRN) and vice versa. For example, if Patient 101 is a mother, the baby's MRN would be shown in column AG and column AF would be blank since the record relates to the mother. If the patient is the baby, then the mother's MRN would be shown in column AF and column AG would be blank since the records relates to the baby.</p></div>			
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

**EXHIBIT F**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR  
The Hon. Judge Kea Riggs

[PROPOSED] ORDER (I) PRELIMINARILY APPROVING SETTLEMENT PURSUANT  
TO FED. R. CIV. P. 23(e)(1), (II) APPOINTING THE NOTICE AND CLAIMS  
ADMINISTRATORS AND SPECIAL MASTER, (III) APPROVING FORM AND  
MANNER OF NOTICE TO CLASS MEMBERS, (IV) SCHEDULING A FINAL FAIRNESS  
HEARING TO CONSIDER FINAL APPROVAL OF THE SETTLEMENT, AND (V)  
GRANTING RELATED RELIEF

Before the Court is the Motion of proposed Settlement Class Counsel for Preliminary Approval of the Distributor Class Action Settlement Agreement with Acute Care Hospitals (the “Preliminary Approval Motion”), pursuant to Rules 23(a), 23(b), and 23(e) of the Federal Rules of Civil Procedure, which seeks: (1) Preliminary Approval of the Settlement Agreement; (2) preliminary certification, for settlement purposes only, of the Settlement Class; (3) approval of the form of Notice and proposed Settlement Plan; (4) appointment of Settlement Class Counsel; (5) appointment of Settlement Class Representatives; (6) appointment of the Notice and Claims Administrators; (7) appointment of the Special Master; (8) appointment of the Escrow Agent; (9) approval of the Escrow Agreement; (10) establishment of the Qualified Settlement Fund; (11) scheduling of a Fairness Hearing; (12) a stay of all proceedings brought by Releasors in the Action and Other Actions in any forum as to Settling Distributors, and an injunction against the filing of any new such proceedings for Released Claims; and (13) a directive to the Settlement Class Representatives to file motions to sever and stay Other Actions as to the Settling Distributors, to the extent the Other Actions are not already stayed.

WHEREAS, an action is pending before this Court entitled *San Miguel Hospital Corp., d/b/a/ Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, 1:23-cv-00903-KWR-JFR (D.N.M.) (the “Action”);

WHEREAS, the Settlement Class Representatives, on behalf of the proposed Settlement Class, having made a motion, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Action as to Defendants Cencora, Inc. (“*Cencora*”), Cardinal Health, Inc. (“*Cardinal*”), and McKesson Corporation (“*McKesson*”) (collectively, the “Settling Distributors”) in accordance with the Distributor Class Action Settlement Agreement with Acute Care Hospitals (the “Settlement Agreement” or “Settlement”), which, together with the

exhibits attached thereto, sets forth the terms and conditions for proposed Settlement of the Action and Other Actions as to the Settling Distributors and for dismissal of the Action and Other Actions with prejudice as to the Settling Distributors upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits attached thereto;

WHEREAS, Settling Distributors do not oppose the Court's entry of the proposed Preliminary Approval Order;

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Settlement Agreement;

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

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Settlement Agreement and does preliminarily approve the Settlement between Plaintiffs and the Settling Distributors set forth therein as fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below.

2. The Settlement Class shall consist of all entities that fall within one or more of the following categories:

(1) All Acute Care Hospitals in the United States that (a) are not owned or operated by a federal, state, county, parish, city, or other municipal government; and (b) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through the date of entry of the Preliminary Approval Order;

(2) all entities listed on Exhibit A to the Settlement Agreement; and

(3) all Plaintiffs in the Other Actions listed on Exhibit B to the Settlement Agreement.

Exhibits A and B to the Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Class.

The following are excluded from the Settlement Class:

(1) Any Acute Care Hospital whose Released Claims have been released by any other settlement with the Settling Distributors.

3. The Court preliminarily finds that the proposed Settlement Class satisfies all relevant requirements under Federal Rules of Civil Procedure 23(a) and 23(b)(3), for certification for settlement purposes only.

4. The Court preliminarily finds that the proposed Settlement of the Action between the Settlement Class Representatives and the Settling Distributors should be approved as: (i) the result of serious, extensive arm's-length and non-collusive negotiations; (ii) falling within a range of reasonableness warranting final approval; (iii) having no obvious deficiencies; and (iv) warranting notice of the proposed Settlement to Settlement Class Members and further consideration of the Settlement at the Fairness Hearing described below.

5. The Court appoints as Interim Settlement Class Counsel John W. ("Don") Barrett ("Barrett") of Barrett Law Group, P.A.; Warren T. Burns of Burns Charest LLP; Robert A. Clifford of Clifford Law Offices, P.C.; Steven B. Farmer of Farmer Cline & Campbell, PLLC; Charles J. LaDuca of Cuneo, Gilbert, & LaDuca, LLP; and Steven A. Martino of Taylor Martino, P.C. Barrett is designated as Lead Counsel. Interim Settlement Class Counsel and Settling Distributors are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

6. The plaintiffs in the Action and the following Other Actions are appointed as Settlement Class Representatives: *Florida Health Sciences Center, Inc., et al. v. Richard Sackler, et al.*, Case No. 19-018882 (Cir. Ct. Broward Cnty., Fla.); *The DCH Health Care Authority, et al. v. Purdue Pharma, L.P., et al.*, Case No. CV-19-07 (Cir. Ct. Conecuh Cnty., Ala.); *Fort Payne Hospital Corporation, et al. v. McKesson Corporation, et al.*, Case No. 21-cv-2021-900016.00 (Cir.



Ct. Conecuh Cnty., Ala.); and *Lester E. Cox Medical Centers d/b/a Cox Medical Centers, et al. v. Amneal Pharmaceuticals, LLC, et al.*, No. 6:22-cv-3192 (W.D. Mo.).

7. All litigation in any forum brought by or on behalf of a Releasor and that asserts a Released Claim, and all Claims and proceedings therein, are hereby stayed in all Courts as to the Released Entities, except as to proceedings that may be necessary to implement the Settlement. All Releasors are enjoined from filing or prosecuting any Claim in any forum or jurisdiction (whether federal, state, or otherwise) against any of the Released Entities, and any such filings are stayed; provided, however, that this Paragraph 7 shall not apply to any entity that files a timely and valid Opt-Out Form, beginning as of the date such Opt-Out Form becomes effective. The provisions of this Paragraph 7 will remain in effect until the earlier of (i) the Effective Date, in which case such provisions shall be superseded by the provisions of the Order Granting Final Approval, or (ii) the termination of the Settlement Agreement in accordance with its terms. This Order is entered pursuant to the findings under Federal Rule of Civil Procedure 23(e) set forth above, in aid of its jurisdiction over the members of the proposed Settlement Class and the settlement approval process under Rule 23(e).

8. If not already stayed, and to the extent not already filed, Settlement Class Counsel is directed to file motions to sever and stay the Other Actions brought by the Settlement Class Representatives as to the Settling Distributors until the Court renders a final decision regarding the approval of the Settlement.

9. The Fairness Hearing shall be held before this Court on \_\_\_\_\_ at [ • ], Mountain Time, at the United States District Court for the District of New Mexico, Pete V. Domenici Courthouse, 333 Lomas Blvd. NW, Albuquerque, NM, 87102, Courtroom [ • ], (A) to determine (i) whether the proposed Settlement of the Action on the terms and conditions provided for in the

Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court; (ii) whether the proposed Final Judgment as provided under the Settlement Agreement should be entered as to the Settling Distributors; (iii) whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be approved; (iv) the amount of Attorneys' Fees and Expenses; and (v) any Service Award to the Settlement Class Representatives; (B) to hear any objections by Settlement Class Members to (i) the Settlement or Plan of Allocation; (ii) the award of Attorneys' Fees and Expenses; and (iii) Service Awards to the Settlement Class Representatives; and (C) to consider such other matters the Court deems appropriate. The Court may adjourn the Fairness Hearing without further notice to the Settlement Class Members.

10. The assertion of an Objection does not opt the Settlement Class Member asserting it out of, or otherwise exclude that Settlement Class Member from, the Settlement Class. A Settlement Class Member within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the provisions of Section V.G of the Settlement Agreement.

11. The Court approves, as to form and content, the Notice substantially in the form attached as Exhibit H to the Settlement Agreement.

12. The Court approves, as to form and content, the Registration Form, Claim Form, and Summary Notice (together, the "Notice Package"), substantially in the forms attached as Exhibits D, E, and I to the Settlement Agreement, respectively.

13. The Court finds that the distribution and posting of the Notice and Notice Package substantially in the manner and form set forth in Paragraphs 11 and 12 of this Order: (a) constitute the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlement Agreement

and of the Settlement and to apprise Settlement Class Members of their right to object to the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the United States Constitution (including the Due Process Clause), the Rules of this Court, and other applicable law.

14. The firms of A.B. Data Group and Cherry Bekaert Advisory, LLC (the “Notice and Claims Administrators”) are hereby appointed to supervise and administer the notice procedure as well as the processing of claims as set forth more fully below.

15. The Honorable Thomas L. Hogan (Ret.) (“Special Master”) is hereby appointed to oversee the process of allocating the Net Settlement Funds as provided in the Plan of Allocation.

16. Not later than [REDACTED], 2024 (the “Notice Date”), the Notice and Claims Administrators shall commence distribution of the Notice Package to all Settlement Class Members that can be identified with reasonable effort and to be posted on the case-designated website, [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), according to the Notice Plan in the Declaration of [REDACTED] filed in support of Preliminary Approval. The Notice shall be given as soon as practicable after entry of this Order and, in any event, no more than twenty-one (21) calendar days following the entry of this Order.

17. No later than fourteen (14) calendar days following the Notice Date, Settlement Class Counsel shall serve on the Settling Distributors and file with the Court proof, by affidavit or declaration, of such distribution.

18. In accordance with Section IV.C.1 of the Settlement Agreement and the terms of the Escrow Agreement, the Court appoints Pinnacle Bank as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement Agreement. Within

thirty (30) calendar days of entry of this Order, the Settling Distributors shall pay the Settlement Amount into the Escrow Account. Within three (3) business days following the entry of the Preliminary Approval Order, Class Counsel will provide wire instructions and other information necessary for payment, pursuant to instructions to be communicated by each Settling Distributor no later than the business day following the entry of the Preliminary Approval Order. Any portion of the Settlement Amount not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to the Settling Distributors if, for any reason, the Settlement does not become final.

19. All fees and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the Settlement Funds. The Escrow Agent may direct payment of up to \$5,000,000 for reasonable Notice and Administrative Costs as approved by the Court. Any money paid for Notice and Administrative Costs shall not be returned or repaid to the Settling Distributors.

20. Consistent with the requirements of Federal Rules of Civil Procedure 1 and 23 and due process, the Notice and Claims Administrators shall coordinate with the Settling Parties to minimize costs in effectuating its duties.

21. All Settlement Class Members shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Settlement Class, regardless of whether such Settlement Class Members or entities seek or obtain by any means, including, without limitation, by submitting a Registration Form, Claim Form, or any similar documentation, any Allocated Amount.

22. Settlement Class Members that wish to participate in the Settlement shall complete and submit Registration and Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Registration Forms and Claim Forms must be submitted no

later than \_\_\_\_ days from the Effective Date. Any Settlement Class Member that submits a Registration Form and/or Claim Form shall reasonably cooperate with the Notice and Claims Administrators, including by promptly responding to any inquiry made by the Notice and Claims Administrators. Any Settlement Class Member that does not timely submit a Registration Form and/or Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court.

23. The Registration Form and Claim Form must comply with the requirements set forth in the Settlement Agreement and any further requirements described in the forms attached as Exhibits D and E to the Settlement Agreement.

24. Any Settlement Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Settlement Class Member's own choice. If a Settlement Class Member does not enter an appearance, that Settlement Class Member will continue to be represented by Settlement Class Counsel.

25. Any Settlement Class Member may appear, at the Court's discretion, at the Fairness Hearing and show cause why the proposed Settlement of the Action should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why Attorneys' Fees and Expenses should or should not be awarded to Settlement Class Counsel, or why an amount of Service Awards should or should not be awarded to the Settlement Class Representatives; provided, however, that no Settlement Class Member or any other entity shall be heard or entitled to contest such matters, unless that Settlement Class Member or entity has complied with Section V.F of the Settlement Agreement, including by (a) delivering by hand or first-class mail written Objections and

copies of any papers and briefs such that they are received, not simply postmarked, on or before \_\_\_\_\_, 2024 by Settlement Class Counsel and the Settling Distributors and (b) filing said Objections, papers, and briefs with the Clerk of the United States District Court for the District of New Mexico, 333 Lomas Blvd. NW, Albuquerque, NM 87102, on or before \_\_\_\_\_, 2024, which date shall be no more than forty-five (45) calendar days after the commencement of the dissemination of the Notice.

26. Any Objections must: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Settlement Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Settlement Class, such as the objectors' status as an Acute Care Hospital and its treatment of patients diagnosed with opioid use disorder; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement. At the request of Settlement Class Counsel, an objector shall submit to a deposition within thirty (30) days of the filing of the objection. The deposition shall be conducted at a mutually convenient time and

place, and in accordance with the Federal Rules of Civil Procedure.

27. The Court will consider a Settlement Class Member's Objection only if the Settlement Class Member has complied with the above requirements. Any Settlement Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Settlement Class Member's compliance with the foregoing requirements does not in any way guarantee that Settlement Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court. Settlement Class Members submitting written Objections are not required to attend the Fairness Hearing, but any Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of Attorneys' Fees and Expenses and/or Service Awards must file a written Objection and indicate in the written Objection its intention to appear at the hearing and to include in its written Objections the identity of any witnesses it may call to testify and copies of any exhibits it intends to introduce into evidence at the Fairness Hearing. Settlement Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval of the Settlement.

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

Court.

29. The Court has reviewed the proposed Escrow Agreement and Section IV.C of the Settlement Agreement and approves the Escrow Agreement and Section IV.C of the Settlement Agreement and authorizes that the Escrow Account established pursuant to the Escrow Agreement be established as a “qualified settlement fund” within the meaning of Treasury Regulations 28 CFR § 1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement. The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

30. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by Settlement Class Counsel for attorneys’ fees, charges, and expenses and Service Awards to the Settlement Class Representatives shall be filed and served by no later than [REDACTED], 2024, and any reply papers, including any responses to Objections, shall be filed and served no later than [REDACTED], 2024.

31. The Released Entities shall have no responsibility for the Plan of Allocation or any application for Attorneys’ Fees and Expenses submitted by Settlement Class Counsel or any Service Award to the Settlement Class Representatives, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

32. The procedures for the submission of Opt-Out Forms set forth in Section V.G of the Settlement Agreement and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement are approved.

33. Any Settlement Class Member wishing to opt out of the Settlement Class and Settlement must submit a written and signed Opt-Out Form to the Notice Administrator and email it to Settling Distributors and Settlement Class Counsel as set forth in the Notice. Such written



request must be received by the Notice Administrator, Settlement Class Counsel, and Settling Distributors no later than the date forty-five (45) calendar days following the commencement of the Notice Plan, which is the last day of the opt out period (the “Opt-Out Deadline”).

34. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide an affidavit or other proof of the standing of the submitting entity and why it would be a Settlement Class Member absent the Opt-Out; provide the submitting entity’s name, address, telephone number and email address (if available); provide the National Provider Identifier (if available) and CMS Certification Number (if available); provide a list of current and former names of the submitting entity, including any and all names under which the entity does or has done business since January 1, 2009; and be received by the Notice and Claims Administrators, Settlement Class Counsel, and Settling Distributors no later than the date designated for such purpose in the Notice.

35. No later than seven (7) calendar days after the Opt-Out Deadline, the Notice and Claims Administrators shall provide Settling Distributors, Settlement Class Counsel, and the Court with the Opt-Out Report identifying all requests to be excluded from the Settlement Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G of the Settlement Agreement or were otherwise inadequate. Settling Distributors may, in their sole discretion, terminate the Settlement Agreement by providing notice to Settlement Class Counsel within fifteen (15) business days following receipt by the Settling Distributors of the Opt-Out Report of the Notice and Claims Administrators detailing all opt-outs from the Settlement. If Settling Distributors do not provide notice of exercise of the Walk-Away Right to Settlement Class Counsel in accordance with this paragraph, the Walk-Away Right shall

be waived.

36. If the Settlement Agreement is terminated or is not consummated for any reason, the Court's findings with respect to certification of the Settlement Class shall be void, the Action against the Settling Distributors for all purposes will revert to its status prior to the execution of the settlement term sheet, and any unexpended Settlement Funds shall be returned to the Settling Distributors as provided in Section VI of the Settlement Agreement, as applicable. In such event, the Settling Distributors will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Action. Likewise, if the Settlement does not reach Final Judgment, then the participation in that Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

37. At or after the Fairness Hearing, the Court shall determine whether the Plan of Allocation proposed by Settlement Class Counsel, and any application for Attorneys' Fees and Expenses or any Service Award to the Settlement Class Representatives should be approved. The Court may, in its discretion, enter the Final Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or awarded Attorneys' Fees and Expenses or any Service Award to the Settlement Class Representatives.

38. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Funds, shall be paid as set forth in the Settlement Agreement. In the event that the Settlement is not approved by the Court, or otherwise fails to become effective, the Settlement Funds shall be returned to the Settling Distributors pursuant to written instructions provided by the Settling Distributors, less interest accrued on the Escrow Account; Notice and Administrative Costs, paid, incurred, or due and owing; and Taxes or Tax

Expenses paid, incurred, or due and owing.

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

40. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the members of the Settlement Class and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, as provided in the Settlement Agreement, if appropriate, without further notice to the Settlement Class.

41. If the Settlement Agreement and the Settlement set forth therein is not approved or consummated for any reason whatsoever, the Settlement Agreement and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties to the Settlement Agreement *status quo ante*, except as otherwise expressly provided in the Settlement Agreement.

42. Pending final determination of whether the proposed Settlement should be approved, neither the Settlement Class Representatives nor any Settlement Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Settling Distributors, any action or proceeding in any court or tribunal asserting any of the Plaintiffs' Released Claims.

43. Settlement Class Counsel and Settling Distributors are authorized to use all reasonable procedures in connection with administration and obtaining approval of the Settlement

Agreement that are not inconsistent with this Order Granting Preliminary Approval or the Settlement Agreement, including making, without further approval of the Court or notice to Settlement Class Members, minor changes to the Settlement Agreement, to the form or content of the Notice, or otherwise to the extent the Parties jointly agree such minor changes are reasonable and necessary.

44. Except to the extent the Settling Parties may agree to resolve through mediation any disputes that may arise prior to the entry of judgment, the Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE KEA RIGGS  
UNITED STATES DISTRICT JUDGE

**APPROVED SCHEDULE FOR FINAL APPROVAL PROCESS**

<b>DATE / DAYS (days are calendar days unless otherwise specified)</b>	<b>EVENT</b>
, 2024	Plaintiffs file Motion for Preliminary Approval of Settlement
, 2024 (10 days after the Settlement Agreement is filed with the Court)	Settling Distributors provide Class Action Fairness Act Notice to State Attorneys General
, 2024	Hearing on Preliminary Approval of Settlement [Date and Time TBD by Court]
No later than 21 days following entry of the Preliminary Approval Order	Settlement Notice Program Begins (“Notice Date”)
30 days after Notice Date	Plaintiffs file Motion for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
45 days after Notice Date	Deadline for Settlement Class Members to submit Opt-Outs to the Notice Administrator, Settlement Class Counsel, and Settling Distributors (“Opt-Out Deadline”)
45 days after Notice Date	Objection Deadline and Deadline for State Attorneys General to file Comments/Objections
7 days after Opt-Out Deadline	Deadline for Notice and Claims Administrators to provide Opt-Out Report to Settling Distributors and Settlement Class Counsel
15 business days after receipt of Opt-Out Report	Deadline for Settling Distributors to exercise Walk-Away Right
75 days after Notice Date	Plaintiffs file Response to Objections for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
, 2024	Fairness Hearing on Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards [Date and Time TBD by Court, provided that the Fairness Hearing shall not be scheduled any earlier than the later of: (1) one hundred twenty (120) days following the Motion for Preliminary Approval; (2) five (5) days following the deadline for Settling Distributors to exercise their Walk-Away Right; or (3) no earlier than ninety (90) days following the entry of the Preliminary Approval Order.]

**EXHIBIT G**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE AS  
TO THE SETTLING DISTRIBUTORS

WHEREAS, this matter came before the Court pursuant to the Preliminary Approval Order (I) Preliminarily Approving the Settlement Pursuant to Fed. R. Civ. P. 23(e)(1), (II) Appointing the Notice and Claims Administrators and Special Master, (III) Approving Form and Manner of Notice to Settlement Class Members, (IV) Scheduling a Final Fairness Hearing to Consider Final Approval of the Settlement, and (V) Granting Related Relief (“Order”) dated \_\_\_\_\_, 2024, on the application of the Settlement Class Representatives for approval of the Distributor Class Action Settlement Agreement with Acute Care Hospitals (“Settlement Agreement”) dated \_\_\_\_\_. Due and adequate notice having been given to the Settlement Class as required in the Order, and the Court having considered all papers filed and proceedings had herein and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment and Order of Dismissal with Prejudice as to the Settling Distributors<sup>1</sup> (“Final Judgment”) incorporates by reference: (a) the Settlement Agreement; (b) the Notice of Proposed Settlement of Class Action and Summary Notice (collectively, the “Notice”); and (c) the Declaration of the Notice and Claims Administrators filed with this Court on \_\_\_\_\_, 2024. All terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

2. The Court has jurisdiction over the subject matter of the Action and over all Settling Parties and all Settlement Class Members.

3. The Court certifies the Settlement Class defined in Section III.A of the Settlement Agreement, which Settlement Class is certified for settlement purposes only.

4. The Notice given to the Settlement Class was the best notice practicable under

---

<sup>1</sup> Settling Distributors means the following Defendants: Cencora, Inc. (“*Cencora*”), Cardinal Health, Inc. (“*Cardinal*”), and McKesson Corporation (“*McKesson*”).



the circumstances and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the United States Constitution (including the Due Process Clause), the rules of this Court, and other applicable law.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determinations in the Preliminary Approval Order, fully and finally approves the Settlement set forth in the Settlement Agreement in all respects, and finds that:

(a) the Settlement Agreement and the Settlement contained therein, is, in all respects, fair, reasonable, and adequate, and in the best interests of the Settlement Class;

(b) there was no collusion in connection with the Settlement;

(c) the Settlement was the product of informed, arm's-length negotiations among competent, able counsel with the assistance of third-party mediators; and

(d) the record is sufficiently developed and complete to have enabled the Settlement Class Representatives and the Settling Distributors to have adequately evaluated and considered their positions.

6. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Settlement Agreement, as well as the terms and provisions hereof. Except as to any individual claims of those persons or entities who have validly and timely requested exclusion from the Settlement Class, as set forth in Exhibit \_\_\_ to Settlement Class Counsel's Motion for Award of Attorneys' Fees and Expenses, the Court hereby dismisses the Action as to the Settling Distributors and all Released Claims against the Released Entities with prejudice. The Settling Parties are to bear their own costs, except as and to the extent

provided in the Settlement Agreement, and any separate order(s) entered by the Court regarding Class Counsel's Motion for Award of Attorneys' Fees and Expenses.

7. The Releases set forth in Section IX of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein by reference. Accordingly, this Court orders that:

(a) Upon the Effective Date, and as provided in the Settlement Agreement, the Settlement Class Representatives shall, and each of the Settlement Class Members shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all Released Claims against the Released Entities, whether or not such Settlement Class Member shares in the Settlement Funds. Claims to enforce the terms of the Settlement Agreement are not released.

(b) The Settlement Class Representatives and all Settlement Class Members, Releasers, and anyone claiming through or on behalf of any of them, are hereby forever and permanently barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any of the Released Claims, or any claim related in any way to the Released Claims, against any of the Released Entities.

(c) The Settlement Class Representatives and all Settlement Class Members, Releasers, and anyone claiming through or on behalf of any of them, shall cooperate with the Settling Distributors to promptly dismiss with prejudice the Other Actions listed in Exhibit B to the Settlement Agreement and all other pending litigation asserting any of the Released Claims against any of the Released Entities.

8. Upon the Effective Date, any and all persons or entities shall be permanently

barred, enjoined, and restrained, to the fullest extent permitted by law, from bringing, commencing, prosecuting, or asserting any and all claims, actions, or causes of action for contribution or indemnity or otherwise against the Settling Distributors or any of the Released Entities seeking as damages or otherwise the recovery of all or any part of any liability, judgment, or settlement which they pay or are obligated or agree to pay to the Settlement Class or any Settlement Class Member arising out of, based upon, relating to, concerning, or in connection with any facts, statements, or omissions that were or could have been alleged in the Action or the Other Actions. Notwithstanding the foregoing, nothing herein shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Settlement Agreement, the Settlement, or this Final Judgment.

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

10. The Settlement is not subject to any modification without approval from the Court, and without the express written consent of Settlement Class Counsel and Settling Distributors.

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

12. The Court finds that the Settlement is a good-faith settlement that bars any Claim

by any Non-Released Entity against any Released Entities for contribution, indemnification, or that otherwise seeks to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity a Settling Distributor, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, N.M. Stat. § 41-3-4, Cal. Civil Code § 1542, and S.D. Codified Laws § 20-7-11, and similar laws in other states or jurisdictions.

13. Any Plan of Allocation submitted by Settlement Class Counsel or any order entered regarding any Attorneys' Fees and Expenses or Service Awards to the Settlement Class Representatives shall in no way disturb or affect this Final Judgment and shall be considered separate from this Final Judgment.

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

claim preclusion or issue preclusion or similar defense.

15. Without affecting the finality of this Final Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Funds, including interest earned thereon; (b) disposition of the Settlement Funds; (c) hearing and determining applications for Attorneys' Fees and Expenses or Service Awards to the Settlement Class Representatives; (d) all parties herein for the purpose of construing, enforcing, and administering the Settlement Agreement; (e) the Settlement Class Members for all matters relating to the Action; (f) the Escrow Account and Escrow Agent in its capacity as administrator of the Escrow Account; and (g) other matters related or ancillary to the foregoing. The administration of the Settlement and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any person or entity to participate in the distribution of the Net Settlement Funds shall remain under the authority of this Court.

16. The deadline for Settlement Class Members to submit Claim Forms will be \_\_\_\_ days from the Effective Date. Settlement Class Counsel shall make practicable efforts to provide Settlement Class Members with notice of this Final Judgment and the deadline to submit a Claim Form.

17. The Court finds that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

18. If the Settlement does not become effective in accordance with the terms of the Settlement Agreement or the Effective Date does not occur, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in

connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement, and the Settlement Funds shall be returned in accordance with the Settlement Agreement.

19. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

20. The Court finds, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

21. Within fourteen days of the filing of any Notice of Appeal to this Order, the Settling Parties are granted leave to file a motion under Federal Rule of Appellate Procedure 7 for the assessment of an appropriate bond for costs on appeal, including any to be assessed under 18 U.S.C. § 1964(c) and/or Federal Rule of Civil Procedure 68.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE KEA RIGGS  
UNITED STATES DISTRICT JUDGE

**EXHIBIT H**

**COURT-ORDERED LEGAL NOTICE**  
**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO**

**If you are an Acute Care Hospital that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions, you may receive a payment from \$651 million in class action settlements.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**If you are included, your legal rights will be affected whether you act or don't act. Please read this notice carefully.**

Four proposed settlements ("Settlements"), totaling \$651 million with four Defendant groups have been reached in a class action lawsuit. The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, acute care hospitals must now spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. Defendants deny that they did anything wrong. The Court has not decided who is right.

Under the Settlements, the settling Defendants agreed to pay money to resolve the claims against them. The Settlements do not resolve claims against Defendants who did not agree to settle, and the lawsuit against these non-settling Defendants will continue.

Generally, you are included if you are an acute care hospital in the United States that (a) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through [Month 00, 2024], and (b) is not owned or operated by a federal, state, county, parish, city, or other municipal government.

The full text of the Settlements is available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). In the event of any inconsistency between this notice and the terms of the Settlements, the Settlements' terms control.

**This notice is not intended to be an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. This notice is solely to advise you of proposed Settlements in this Action and your rights in connection with the Settlements.**



<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>SUBMIT A CLAIM</b>	<p>You must submit a Registration Form and may submit a Claim Form to file a claim for a payment from these Settlements.</p> <p>The deadline to submit these forms is <b>[Month 00, 2024]</b>.</p>
<b>OBJECT</b>	<p>You may write to the Court about why you do not like the Settlements. The objection deadline is <b>[Month 00, 2024]</b>.</p> <p>Additionally, you may ask to go to the Fairness Hearing and speak in Court about the fairness of the Settlements.</p> <p>If you object to the Settlements, you are still a Class Member and you must file a claim to receive a payment.</p>
<b>OPT OUT</b>	<p>You may write to the Settlement Administrator and exclude yourself (or “opt out”) from one or more of the Settlements. Exclusion allows you to file your own lawsuit against the settling Defendants about the claims in this case. You will not receive any payment and will not be bound by the releases contained in the Settlements from which you exclude yourself. The exclusion deadline is <b>[Month 00, 2024]</b>.</p>
<b>DO NOTHING</b>	<p>If you do nothing, you will not receive any payment. You will be bound by the releases in the Settlements and will not be able to sue the settling Defendants about the claims in this lawsuit.</p>

These rights and options are explained in this notice. If you do not act by the deadline for an option, you will lose your right to exercise that option. The Court overseeing this case still has to decide whether to approve the Settlements. You may receive a payment if the Court approves the Settlements and the period to appeal has expired and/or all appeals have been resolved. Please be patient.

## TABLE OF CONTENTS

<b>BASIC INFORMATION .....</b>	<b>4</b>
1. WHAT IS THIS LAWSUIT ABOUT?.....	4
2. WHO ARE THE SETTLING DEFENDANTS? .....	4
3. WHO ARE THE NON-SETTLING DEFENDANTS? .....	4
4. WHAT IS A CLASS ACTION?.....	4
5. WHY ARE THERE SETTLEMENTS?.....	5
6. WHY IS THE LAWSUIT CONTINUING IF THERE ARE SETTLEMENTS? .....	5
7. ARE YOU PART OF THE SETTLEMENTS?.....	5
8. WHAT IF YOU ARE STILL NOT SURE IF YOU ARE INCLUDED?.....	5
<b>THE SETTLEMENTS.....</b>	<b>5</b>
9. WHAT DO THE SETTLEMENTS PROVIDE? .....	5
<b>SETTLEMENT PAYMENTS.....</b>	<b>6</b>
10. HOW MUCH WILL YOU RECEIVE FROM THE SETTLEMENTS?.....	6
11. HOW CAN YOU GET A PAYMENT FROM THE SETTLEMENT FUNDS?.....	7
12. IF YOU RECEIVED A PAYMENT IN PREVIOUS BANKRUPTCY CASES, DO YOU NEED TO PROVIDE CLAIMS DATA WITH YOUR CLAIM FORM? .....	7
13. WHEN WILL YOU GET A PAYMENT?.....	7
14. WHAT HAPPENS IF THERE ARE FUNDS REMAINING AFTER DISTRIBUTION?.....	7
15. WHAT WILL YOU GIVE UP IN EXCHANGE FOR THE SETTLEMENTS?.....	7
<b>THE LAWYERS REPRESENTING THE CLASS .....</b>	<b>8</b>
16. DO YOU HAVE A LAWYER IN THIS CASE? .....	8
17. HOW WILL THE LAWYERS BE PAID?.....	8
18. HOW TO OBJECT TO THE SETTLEMENTS .....	9
19. HOW TO OPT OUT OF THE SETTLEMENTS .....	11
20. IF YOU EXCLUDE YOURSELF, CAN YOU STILL GET A PAYMENT? .....	11
21. IF YOU DON'T EXCLUDE YOURSELF, CAN YOU SUE THE SETTLING DEFENDANTS FOR THE SAME THING LATER? .....	11
22. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED? .....	11
<b>FAIRNESS HEARING.....</b>	<b>12</b>
23. WHEN IS THE FAIRNESS HEARING?.....	12
24. DO YOU HAVE TO ATTEND THE HEARING? .....	12
25. MAY YOU SPEAK AT THE HEARING? .....	12
<b>GETTING MORE INFORMATION.....</b>	<b>12</b>
26. HOW DO YOU GET MORE INFORMATION? .....	12

## **BASIC INFORMATION**

### **1. WHAT IS THIS LAWSUIT ABOUT?**

This lawsuit is a class action known as *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903 (the “Lawsuit” or “Action”). Judge Kea Riggs of the United States District Court for the District of New Mexico is overseeing the lawsuit. The people or entities who sued are called the “Plaintiffs,” and the companies they sued are called the “Defendants.”

The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, hospitals now must spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. Defendants deny that they did anything wrong.

No court, jury, or other authority has decided whether Defendants did anything wrong.

Settlements have now been reached with four Defendant groups.

### **2. WHO ARE THE SETTLING DEFENDANTS?**

There are four proposed Settlements with different groups of Defendants:

The Distributor Class Action Settlement is with Defendants, Cencora, Inc. (f/k/a AmerisourceBergen Drug Corporation) (“Cencora”), Cardinal Health, Inc. (“Cardinal”), and McKesson Corporation (“McKesson”) (the “Settling Distributors”).

The Janssen Class Action Settlement is with Defendants, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”).

The Teva Class Action Settlement is with Teva Pharmaceuticals Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis Pharma, Inc., Actavis LLC, Watson Laboratories, Inc. and Anda, Inc. (collectively, “Teva”).

The Allergan Class Action Settlement is with Allergan Finance, LLC (f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; and Allergan USA, Inc. (collectively, “Allergan”).

### **3. WHO ARE THE NON-SETTLING DEFENDANTS?**

The non-settling Defendants are Indivior, Inc. f/k/a Reckitt Benckiser Pharmaceuticals, Inc.; Hikma Pharmaceuticals, Inc. f/k/a West- Ward Pharmaceuticals, Inc.; Henry Schein, Inc.; Walgreen Co.; Walgreen Eastern Co., Inc.; CVS Orlando FL Distribution, L.L.C.; CVS Pharmacy, Inc.; CVS Rx Services, Inc.; The Kroger Co.; Safeway, Inc.; Albertson’s LLC; Albertsons Companies, Inc.; HBC Service Company; Giant Eagle, Inc.; Publix Super Markets, Inc.; and Walmart Inc. f/k/a Wal-Mart Stores, Inc.

### **4. WHAT IS A CLASS ACTION?**

In a class action, one or more people or entities called “named plaintiffs” or “class representatives” sue(s) on behalf of people and entities with similar claims. Together, these people and entities are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. A full list of the class representatives in this case is available in the Settlement Agreements which can be accessed at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**5. WHY ARE THERE SETTLEMENTS?**

Neither the Court nor a jury has decided in favor of Plaintiffs or the settling Defendants. Instead, both sides have agreed to settle. If the Court approves the Settlements, the parties will avoid the costs, delay, and uncertainty of continuing the lawsuit, and Class Members receive the benefits described in this notice. Settlements do not mean that any law was broken or that the settling Defendants did anything wrong. The parties believe that the Settlements are best for the Class.

**6. WHY IS THE LAWSUIT CONTINUING IF THERE ARE SETTLEMENTS?**

Settlements were reached with only some of the Defendants. The lawsuit will continue against the non-settling Defendants. Additional money may become available in the future as a result of a trial or future settlements. Alternatively, this case may be decided in favor of the non-Settling Defendants and no additional money may become available. There is no guarantee as to what will happen.

**7. ARE YOU PART OF THE SETTLEMENTS?**

You are part of the Class and in the Settlements if you fall into one or more of the three following categories:

- (1) You are an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through [Month 00, 2024] and you are not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlements, you must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) You are an entity specifically identified in Exhibit A to the Settlement Agreements; and/or
- (3) You are a named plaintiff in the actions listed on Exhibit B to the Settlement Agreements.

Even if you are part of the Class, you may be excluded from participating in one or more settlements if your claims against a Settling Defendant were released in an earlier settlement.

The Settlement Agreements are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**8. WHAT IF YOU ARE STILL NOT SURE IF YOU ARE INCLUDED?**

If you are not sure whether you are included or have any other questions about the Settlements, visit the website, [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), or call the toll-free number, 1-800-000-0000. You may also send questions to the Notice and Claims Administrator at Acute Care Hospital Settlement, c/o A.B. Data, Ltd., P.O. Box 0000, Milwaukee, WI 53217.

**THE SETTLEMENTS****9. WHAT DO THE SETTLEMENTS PROVIDE?**

If the Settlements are approved by the Court and become final, the settling Defendants will pay money to settle the lawsuit in exchange for releases of claims against them.

The Distributor Class Action Settlement Defendants will pay a total of \$390,000,000 in one lump sum.

The Janssen Class Action Settlement Defendants will pay a total of \$110,000,000 in one lump sum.

The Teva Class Action Settlement Defendants will pay a total of \$126,000,000 over eighteen years, with an immediate payment of \$15,000,000 and subsequent annual payments made on a schedule set forth in the Teva Class Action Settlement Agreement. In addition, over the next seven years, Teva will make \$49,000,000 worth of Naloxone Hydrochloride Nasal Spray kits available, free of charge, for Class Members who register for the Naloxone Kit Program.

The Allergan Class Action Settlement Defendants will pay a total of \$25,000,000 over three years, with an immediate payment of \$8,333,333 and two subsequent annual payments in the same amount.

These Settlement Funds (the Settlement Amounts plus interest) will be used to pay money to qualifying Class Members, attorney's fees and expenses, notice and administration costs, claims administration costs and expenses, taxes and tax expenses, and service awards to the class representatives.

More information and the specific released claims are defined in the Settlement Agreements, available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

### **SETTLEMENT PAYMENTS**

#### **10. HOW MUCH WILL YOU RECEIVE FROM THE SETTLEMENTS?**

You can get a payment from the Settlement Funds if you submit a valid claim. You can choose between two options.

- **OPTION 1:** You can fill out and submit a Registration Form and choose the “Quick Pay” option. If you select this option and your claim is valid, you do not have to fill out a Claim Form or provide claims data. If you are eligible for all four Settlements and all four Settlements become effective, you will get a \$5,000 payment. By selecting this option, you agree to be bound by all four proposed Settlements.

OR

- **OPTION 2:** You can fill out and submit a Registration Form, Business Associate and Confidentiality Agreement, and Claim Form with the required supporting documents, information, and claims data. The amount of your total payment will depend on the number of claimants, the amount, types of costs, and where you paid to treat patients with opioid use disorder; the amount of charges that were not reimbursed; the units of morphine milligram equivalents shipped to your service area, pro-rated opioid use disorder rates per state, opioid overdose deaths in your service area, operational impact, the percentage of opioid related patients you had out of your total patients, and how actively you've participated (if at all) in litigation against an opioid manufacturer and/or settling Defendant. If you select this option, submit a valid claim, and agree to be bound by each Settlement you are eligible to receive funds from, you will get a payment no less than what you would receive under the “Quick Pay” option.

Also, one non-profit, qualifying Class Member may be awarded up to \$3,000,000 to maintain its formal abatement plan and opioid use disorder treatment program. A separate notice will be sent about how to apply for these funds.

Payments will be made based on a Plan of Allocation approved by the Court. Under the Plan of Allocation, if one or more Settlements does not become effective or if a Class Member is ineligible for one or more Settlements by reason of a prior release, then the \$5,000 “Quick Pay” amount will be reduced proportionally. The proportion of the reduction is determined by comparing the up-front cash contributed by the Settlement(s) at issue with the total up-front contributions of the four Settlements. The proposed Plan of Allocation is available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). The Court may approve or modify the proposed Plan of Allocation without additional notice.

## **11. HOW CAN YOU GET A PAYMENT FROM THE SETTLEMENT FUNDS?**

To make a claim for a payment from the Settlement Funds, you must fill out a Registration Form and submit it via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) no later than **[Month 00, 2024]**.

If you choose the “Quick Pay” option, you do not need to fill out a Claim Form or provide claims data.

If you do not choose the “Quick Pay” option, the Notice and Claims Administrator will send you a link to a secure file transfer protocol (“SFTP”) where you must fill out and submit a Business Associate and Confidentiality Agreement and Claim Form with any applicable supporting documents, information, and claims data no later than **[Month 00, 2024]**.

The Registration and Claim Forms include more detailed instructions. Forms are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

If you do not submit a timely claim with the required information and documents, you will not receive a payment from the Settlement Funds. Unless you timely excluded yourself from the Settlements, you will still be bound by the Settlements, the Judgments, and the releases contained in them.

## **12. IF YOU RECEIVED A PAYMENT IN PREVIOUS BANKRUPTCY CASES, DO YOU NEED TO PROVIDE CLAIMS DATA WITH YOUR CLAIM FORM?**

No.

If you want to make a claim for a payment from the Settlement Funds, you must complete a Registration Form. If you choose the “Quick Pay” option, you do not need to provide claims data with your claim. If you do not choose the “Quick Pay” option, you must fill out and submit a Registration Form, Business Associate and Confidentiality Agreement, and Claim Form.

If you previously filed a claim and received a payment from the Chapter 11 cases *Mallinckrodt plc*, No. 20-12522 in the U. S. Bankruptcy Court for the District of Delaware or *Endo*, No. 22-22549, in the U.S. Bankruptcy Court for the Southern District of New York, you do not need to provide your claims data or the related information again with your Claim Form.

## **13. WHEN WILL YOU GET A PAYMENT?**

Distributions will be made to qualifying Class Members after the Court has finally approved the Settlements, all claims have been processed, and any appeals are resolved.

## **14. WHAT HAPPENS IF THERE ARE FUNDS REMAINING AFTER DISTRIBUTION?**

If there are any Settlement Funds remaining after all claims are processed, the funds will be distributed based on the Plan of Allocation or to an organization approved by the Court. No remaining funds will be returned to the settling Defendants.

## **15. WHAT WILL YOU GIVE UP IN EXCHANGE FOR THE SETTLEMENTS?**

Unless you timely exclude yourself from the Settlements, you can’t sue or be part of any other lawsuit against the settling Defendants about the claims in this case. Class Members will be bound by all Court orders and decisions.

More information about the releases, or claims that you give up, may be found in the Settlement Agreements, available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**THE LAWYERS REPRESENTING THE CLASS****16. DO YOU HAVE A LAWYER IN THIS CASE?**

The Court appointed the following attorneys to represent you and the other Class Members as “Class Counsel”:

John W. Barrett Barrett Law Group, P.A. P.O. Box 927 404 Court Square North Lexington, MS 39095	Warren T. Burns Burns Charest LLP 900 Jackson Street Suite 500 Dallas, TX 75202
Robert A. Clifford Clifford Law Offices PC 120 North LaSalle Street 36th Floor Chicago, IL 60602	Steven B. Farmer Farmer, Cline & Campbell, PLLC 746 Myrtle Road Charleston, WV 25314
Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Avenue Suite 200 Washington, D.C. 20016	Steven A. Martino Taylor Martino Rowan 455 St. Louis Street Suite 2100 Mobile, AL 36602

You will not be charged for contacting these lawyers. If you want to be represented by another lawyer, you may hire one at your own expense.

**17. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will file a motion for an award of attorneys’ fees and expenses that will be considered at the Fairness Hearing. Class Counsel will ask to be reimbursed for litigation expenses and for attorneys’ fees of up to 1/3 of the Settlement Funds, plus interest earned on these amounts at the same rate as earned by the Settlement Funds.

If the Court grants the lawyers’ requests, these payments will be made from the Settlement Funds. You will not have to pay these lawyers out of your own pocket.

The attorneys’ fees and expenses requested will be the only payment to Class Counsel for their considerable time and effort in achieving these Settlements and their risk in undertaking this representation on a wholly contingent basis, including the expenses they advanced without any guarantee of repayment. The Court will decide the amount of fees, expenses, and/or service awards and may award less than the amount requested by Class Counsel.

Class Counsel’s motion for attorneys’ fees, costs and expenses, and the class representative service awards will be filed with the Court and made available on or before [Month 00, 2024], at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).



**18. HOW TO OBJECT TO THE SETTLEMENTS**

If you are a Class Member, you may tell the Court what, if anything, you do not like about one or more of the Settlements, the Plan of Allocation, and/or Class Counsel's requests for attorneys' fees and expenses and class representative service awards, by filing an objection.

For your objection to be considered, you must file your objection with the Clerk of the Court by [Month 00, 2024], at the U. S. District Court for the District of New Mexico, 333 Lomas Blvd. NW, Albuquerque, NM 87102. If your written objection is not filed by that date, you will lose the ability to object to these Settlements.

You must also mail a copy of your objection to Class Counsel and counsel for the settling Defendants, so it is received by [Month 00, 2024], at the addresses below:

<b>Class Counsel:</b>	
John W. Barrett Barrett Law Group, P.A. P.O. Box 927 404 Court Square North Lexington, MS 39095  Warren T. Burns Burns Charest LLP 900 Jackson Street Suite 500 Dallas, TX 75202  Robert A. Clifford Clifford Law Offices PC 120 North LaSalle Street 36th Floor Chicago, IL 60602	Steven B. Farmer Farmer, Cline & Campbell, PLLC 746 Myrtle Road Charleston, WV 25314  Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Avenue Suite 200 Washington, D.C. 20016  Steven A. Martino Taylor Martino Rowan 455 St. Louis Street Suite 2100 Mobile, AL 36602

<b>Distributor Defendants' Counsel</b>	<b>Janssen Defendants' Counsel</b>
<i>Cencora's Counsel:</i> Michael T. Reynolds Cravath, Swaine & Moore Two Manhattan West 375 Ninth Avenue New York, NY 10001  <i>Cardinal's Counsel</i> Elaine P. Golin Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York, NY 10019  <i>McKesson's Counsel:</i> Brian Hauck Jenner & Block LLP 525 Market Street, # 2900	Charles C. Lifland Daniel R. Suvor O'Melveny & Myers LLP 400 S. Hope Street Los Angeles, CA 90071



San Francisco, CA 94105	
<b>Teva Defendants' Counsel</b>	<b>Allergan Defendants' Counsel</b>
Evan Jacobs Morgan, Lewis & Bockius LLP 2222 Market Street Philadelphia, PA 19103	Rebecca Fitzpatrick, P.C. Kirkland & Ellis LLP 333 West Wolf Point Plaza Chicago, IL 60654

Your objection must consist of a signed letter stating the Settlements that you wish to object to in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903. Your written objection must include:

- The name, address, and telephone number of the objector;
- A statement that you are objecting to the proposed Settlement(s), Plan of Allocation, request for attorneys' fees and expenses, and/or request for service awards for the class representatives;
- A statement describing your objections;
- Your reasons for objecting, and any documents or supporting evidence you want to show the Court;
- A statement saying if your objection applies only to you, a part of the Class, or the entire Class;
- A list of all class actions in which you and your lawyer (if you have one) have previously objected;
- Documents showing you are a Class Member (for example, a document showing you are an Acute Care Hospital that treated patients with opioid use disorder);
- A statement of whether you (or your lawyer) intend to seek permission to appear and speak at the Fairness Hearing;
- The name of any lawyers who will seek to appear on your behalf at the Fairness Hearing;
- A statement saying you submit to the jurisdiction of the Court about your objection, request to be heard, the Settlements, and the Settlements' terms; and
- Your signature (you must personally sign the letter).

If your written objection is not filed or received by **[Month 00, 2024]** or does not include the required information, you will lose the ability to object to the proposed Settlement(s), Plan of Allocation, request for attorneys' fees and expenses, and request for service awards for the class representatives, unless otherwise ordered by the Court.

If you object, you will remain a Class Member, and if you want to request a payment from the Settlement Funds, you also must file a claim by the deadlines, as described above.

## 19. HOW TO OPT OUT OF THE SETTLEMENTS

If you do not want the benefits (or a payment) offered by the Settlements, do not want to be legally bound by the terms of the Settlement Agreements, and you want to keep your right to sue all or some of the settling Defendants about the claims in this case, you must exclude yourself. This is also called “opting out.”

If you want to exclude yourself from one or more Settlements, you must send a written statement with the title “Opt-Out Form.” Your request must include:

- Your name, address, telephone number, and email address (if available);
- Your National Provider Identifier (if available) and CMS Certification Number (if available);
- A list of your current and former names, including any and all names under which you do or have done business since January 1, 2009;
- A statement saying which Settlements you want to be excluded from in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903;
- Documents showing that you would be a Class Member if it did not opt out;
- A statement that you certify, under penalty of perjury, that in accordance with 28 U.S.C. § 1746, you are legally authorized to exclude yourself from the Settlement(s); and
- Your signature.

You must mail your Opt-Out Form so it is received no later than **[Month 00, 2024]**, at the following address:

Notice and Claims Administrator:
Acute Care Hospital Settlement EXCLUSIONS P.O. Box 173001 Milwaukee, WI 53217

You must also email your Opt-Out Form so it is received by Class Counsel and the settling Defendants no later than **[Month 00, 2024]**, at the following email addresses: OptOuts@acutecarehospitalsettlement.com

## 20. IF YOU EXCLUDE YOURSELF, CAN YOU STILL GET A PAYMENT?

No. You cannot make a claim or get a payment in any Settlements from which you timely excluded yourself.

## 21. IF YOU DON'T EXCLUDE YOURSELF, CAN YOU SUE THE SETTLING DEFENDANTS FOR THE SAME THING LATER?

No. If the Court approves the proposed Settlements, and you do not exclude yourself, you give up (or “release”) all the claims related in any way to the conduct at issue in this lawsuit as against the settling Defendants and all Released Entities as defined in the Settlement Agreements.

## 22. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting is simply telling the Court that you do not like something about the Settlements. You can object only if you do not exclude yourself from the Settlements. Excluding yourself is telling the Court that you do not want to be part of the Settlements. If you exclude yourself, you have no basis to object because the Settlements no longer affect you.

If you are a Class Member and you do nothing, you will remain in the Settlements and be bound by all orders in this lawsuit. You will also give up your rights to seek a payment from these Settlement Funds, object to the Settlements, speak at the hearing about the Settlements, or be part of another lawsuit against the settling

Defendants for any and all claims released by the Settlement Agreements. If there are future settlements or judgments, you will be sent a notice with instructions on how to receive a benefit at that time.

### **FAIRNESS HEARING**

#### **23. WHEN IS THE FAIRNESS HEARING?**

The Court will hold a Fairness Hearing on [Month 00, 2024], at [X:00] a.m. Mountain Time, before the Honorable Kea Riggs, at the U. S. District Court for the District of New Mexico, Pete V. Domenici Courthouse, 333 Lomas Blvd. NW, Albuquerque, NM, 87102, Courtroom [•].

At this hearing, the Court will consider whether the Settlements and Plan of Allocation are fair, reasonable, and adequate, if the Settlements should be finally approved; if the Judgments provided under the Settlement Agreements should be entered, and other matters. The Court may also decide whether to award attorneys' fees and expenses and service awards to the class representatives. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlements and the Plan of Allocation. We do not know how long these decisions will take.

The hearing may be moved to a different location or time without additional notice. For updated information about the hearing, you may check [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), contact Class Counsel, or access the court docket for this case as described in the "Getting More Information?" section on Page 12.

#### **24. DO YOU HAVE TO ATTEND THE FAIRNESS HEARING?**

No, you do not have to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have.

If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it meets the requirements in this notice, the Court will consider it.

But if you want to attend, you are welcome to do so at your own expense. You may also hire another lawyer to attend for you, but you will be responsible for paying that lawyer.

#### **25. MAY YOU SPEAK AT THE HEARING?**

If you object, you may ask the Court for permission to speak at the hearing. Your objection must include a request to speak, be timely submitted, and meet the other requirements in this notice, including those listed in the "Option 2 - Object to the Settlement" section on Pages 9-10.

Ultimately, the Court will decide who will be allowed to speak at the hearing.

### **GETTING MORE INFORMATION**

#### **26. HOW DO YOU GET MORE INFORMATION?**

This notice summarizes the Settlements. The precise terms and conditions of the Settlements are detailed in the Settlement Agreements. If there are any inconsistencies between this notice and the terms of the Settlement Agreements, the Settlement Agreement terms control. Q

The records in this Action may be examined and copied during regular office hours, and subject to customary copying fees, at the Clerk of the United States District Court for the District of New Mexico. For a fee, all papers filed in this Action are available at [www.pacer.gov](http://www.pacer.gov).

In addition, the Settlement Agreements, this notice, the Registration and Claim Forms, Court orders, and the Plan of Allocation are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). You may contact the Notice and Claims Administrator at 1-800-000-0000 if you have any questions about the Action or the Settlements.

***Please do not write or call the Court, the Court Clerk's office, or the settling Defendants with questions about the Settlements or the claims process.***

**EXHIBIT I**

**If you are an Acute Care Hospital that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions, you may receive a payment from \$651 million in class action settlements.**

Records show that you may qualify for a payment from four proposed settlements (“Settlements”) in a class action lawsuit. The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, acute care hospitals must now spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. The Settlements total \$651 million and would resolve claims with four Defendant groups. Defendants deny any wrongdoing.

#### **Who is included?**

Generally, you are included if you are an Acute Care Hospital in the United States that (a) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through [Month 00, 2024], and (b) are not owned or operated by a federal, state, county, parish, city, or other municipal government.

#### **What do the Settlements provide?**

The Settlements will provide \$651 million to pay money to Qualifying Class Members, Attorney’s Fees and Expenses, Notice and Administrative Costs, claims administration costs and expenses, Taxes and Tax Expenses, and Service Awards to the Class Representatives. Also, Qualifying Class Members may register and receive, free of charge, Naloxone Hydrochloride nasal spray kits.

#### **How can I get a payment?**

To make a claim for a payment from the Settlement Funds, you must submit a Registration Form and may submit a Claim Form. The deadline to submit these forms is [Month 00, 2024]. These forms and the Plan of Allocation are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

#### **How much will my payment be?**

The amount of your payment will be based on the proposed Plan of Allocation and the option you select.

- If you select the “Quick Pay” option: You do not have to fill out a Claim Form or provide claims data, and, after an eligibility determination, you will get a \$5,000 payment under all four Settlements. If you are not eligible to receive funds under one or more of the Settlements, this amount will be reduced.
- If you do not select the “Quick Pay” option: You must submit a Business Associate and Confidentiality Agreement, a Claim Form and supporting claims data. You will receive an Allocated Amount for damages based on a formula detailed in the Plan of Allocation. This Allocated Amount will be, at minimum, as much as the Quick Pay amount for which you would be eligible.

Payment amounts may be reduced if one or more proposed Settlements are not approved or if you do not participate in all four Settlements.

#### **What are my rights?**

Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue the settling Defendants yourself, you must exclude yourself by **[Month 00, 2024]**. If do not exclude yourself, you may object to one or more of the Settlements, the Plan of Allocation, and/or requests for Attorney's Fees and Expenses and Class Representative Service Awards by **[Month 00, 2024]**. Detailed instructions about how to act on your rights are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

The Court will hold a hearing on **[Month 00, 2024]** to consider if it will approve the Settlements, Plan of Allocation, and a request for reimbursement of litigation expenses and for attorneys' fees of up to 1/3 of the Settlement Funds, plus interest earned on these amounts at the same rate as earned by the Settlement Funds. You or your own lawyer may appear and speak at the hearing at your own expense.

**1-800-000-0000**

**[www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com)**

# **EXHIBIT 2**

**JANSSEN CLASS ACTION SETTLEMENT AGREEMENT**  
**WITH ACUTE CARE HOSPITALS**



## TABLE OF CONTENTS

I.	Definitions .....	1
II.	Representations and Warranties .....	7
III.	Class Definition .....	9
IV.	Settlement Funds .....	10
V.	Approval and Notice.....	14
VI.	Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination .....	19
VII.	Notice and Claims Administrator .....	21
VIII.	Class Counsel’s Attorneys’ Fees and Expenses .....	24
IX.	Releases and Dismissal.....	24
X.	Miscellaneous Provisions .....	28

This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of September 27, 2024, by and between defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “*Janssen*”), and Class Counsel for Class Representatives, both individually and on behalf of the Class in the above-captioned action. The Class Representatives, the Class, and Janssen are collectively referred to for purposes of this Agreement as the “Settling Parties,” and each, individually, a “Settling Party.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

## I. Definitions

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

A. “*Action*” means *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.).

B. “*Acute Care Hospital*” means an entity that, at any time on or after January 1, 2009: (a) provides medical care and other related services for surgery, acute medical conditions, or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appears as either active or inactive under its current or former name, including any hospital that has changed its name through merger, acquisition, or any other change to its corporate form, in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital, or (ii) includes an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”), 42 U.S.C. §1395dd *et seq.*

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

D. “*Attorneys’ Fees and Expenses*” means (a) payment to Class Counsel of attorneys’ fees and litigation expenses and charges (including expert and consulting fees) in an amount to be determined by the Court; and (b) payment of Service Awards to Class Representatives, in an amount to be determined by the Court. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds.

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

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

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

G. “*Claim Form*” means the document or online form, in the form attached as Exhibit E to this Agreement, that Class Members are required to submit if they elect to receive an Allocated Amount in their Registration Form.

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

I. “*Class Counsel*” or “*Settlement Class Counsel*” means, collectively, John W. (“Don”) Barrett of Barrett Law Group, P.A.; Warren T. Burns of Burns Charest LLP; Robert A. Clifford of Clifford Law Offices, P.C.; Steven B. Farmer of Farmer Cline & Campbell, PLLC; Charles J. LaDuca of Cuneo, Gilbert, & LaDuca, LLP; and Steven A. Martino of Taylor Martino, P.C. Mr. Barrett is designated as Lead Counsel.

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

K. “*Class Representatives*” or “*Settlement Class Representatives*” means the plaintiffs bringing the Action and the following Other Actions: *Florida Health Sciences Center, Inc., et al. v. Richard Sackler, et al.*, Case No. 19-018882 (Cir. Ct. Broward Cnty., Fla.); *The DCH Health Care Authority, et al. v. Purdue Pharma, L.P., et al.*, Case No. CV-19-07 (Cir. Ct. Conecuh Cnty., Ala.); *Fort Payne Hospital Corporation, et al. v. McKesson Corporation, et al.*, Case No. 21-cv-2021-900016.00 (Cir. Ct. Conecuh Cnty., Ala.); and *Lester E. Cox Medical Centers d/b/a Cox Medical Centers, et al. v. Amneal Pharms., LLC, et al.*, No. 6:22-cv-3192 (W.D. Mo.).

L. “*Court*” means the United States District Court for the District of New Mexico.

M. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (2) the characteristics,

properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; (4) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of any Product; or (5) diversion control programs or suspicious order monitoring; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include (a) noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals; or (b) breach of contract or similar commercial claims arising in the ordinary course of business between a Releasor and a Settling Defendant that are wholly unrelated to the Released Claims.

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

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

P. “*Escrow Agent*” means the agent to be selected as set forth in Section IV.C.1.

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

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

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

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

the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court.

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

V. “*Net Settlement Funds*” means the Settlement Funds, less the payments set forth in Section VII.B.1.

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

X. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity. For the avoidance of doubt, a Non-Party Settlement does not include a class settlement under Rule 23 of the Federal Rules of Civil Procedure.

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

Z. “*Notice*” means the Court-approved form of the notice, substantially similar to the form attached as Exhibit H to this Agreement, advising Class Members of their rights with respect to this Agreement in accordance with Section V.D.

AA. “*Notice and Administrative Costs*” means the reasonable sum of money, of up to \$5 million, to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, as approved by the Court.

BB. “*Notice and Claims Administrators*” means the notice and claims administrators to be selected by Class Counsel, with the consent of Janssen, and approved by the Court.

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

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

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

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

GG. “*Other Action(s)*” means a lawsuit brought on behalf of any Acute Care Hospital or any entity listed in Exhibit A against Janssen and asserting claims that are Released Claims under this Agreement, including but not limited to those actions listed in Exhibit B.

HH. “*Plaintiffs*” means the Class Members named as plaintiffs in the Action and the Other Actions.

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

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

KK. “*Product*” means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

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

MM. “*Registration Form*” means the document or online form, in the form attached as Exhibit D to this Agreement, that Class Members are required to submit to register to receive an Allocated Amount under this Agreement.

NN. “*Released Claims*” means any and all Claims, including Unknown Claims, against the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the settlement. Without limiting the foregoing, Released Claims include any claims that have been, are, or could be asserted against the Released Entities by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, whether or not such Releasor has brought such action or proceeding. Released Claims also include all claims against the Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

OO. “*Released Entities*” means Janssen and:

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

Any person or entity described in subsections (3)-(6) above shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. Any joint venture or past or present subsidiary of Janssen is a Released Entity, including any joint venture between Janssen or a Janssen subsidiary and a pharmacy (or any subsidiary of a pharmacy); *provided, however*, that any joint venture partner of Janssen or a Janssen subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above.

PP. “*Releasers*” means the Plaintiffs, any Class Representatives, the Class, and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, sister companies, affiliates (including all members of or entities associated with the Class Member's health system or health network), joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, vendors, independent contractors, stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing). The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

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

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



SS. “*Settlement Amount*” means the agreed upon total payment of one hundred ten million U.S. Dollars (\$110,000,000.00), inclusive of any and all expenses, fees, and costs, including, without limitation, any common benefit assessment ordered by a court pursuant to the Ongoing Common Benefit Order in MDL Case No. 1:17-md-2804,<sup>1</sup> which sums represent compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for the operational losses for Class Members resulting from providing treatment to individuals with substance use disorder, opioid use disorder, or other opioid-related conditions.

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

UU. “*Special Master*” means Judge Thomas Hogan (Ret.), and any successor, who shall be nominated by Class Counsel, with the consent of Janssen, and appointed by the Court, or such other individual as the Court shall appoint, with the consent of the Settling Parties, to administer the Plan of Allocation, including determining the Allocated Amounts (in conjunction with the Notice and Claims Administrators) and resolving any disputes regarding the Allocated Amounts. The provisions of Sections VII.A.1–2, 4–7 apply to the Special Master.

VV. “*Summary Notice*” means the form of summary notice attached as Exhibit I to be distributed as set forth in Section V.D.

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

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

## II. Representations and Warranties

A. **Class Representatives’ Representations and Warranties.** Class Representatives represent and warrant to Janssen as follows:

1. Each of the Class Representatives is a Class Member.
2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Agreement to which any of the

---

<sup>1</sup> The Parties acknowledge that the extent of any Class Member’s obligation to make any common benefit assessment may be subject to court challenge. For the avoidance of doubt, the Settlement Amount is limited to \$110,000,000 and under no circumstances will Janssen be responsible for any additional expenses, costs, or fees related to the Settlement.



Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan or lien.

4. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by Janssen, its agents, or its representatives, except those expressly stated in this Agreement.

5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.

6. Each of the Class Representatives has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with Class Counsel or other attorneys.

7. Each of the Class Representatives has all necessary competence and authority to enter into this Agreement on its own behalf and on behalf of the Class, has authorized the execution and performance of this Agreement, has authorized Class Counsel to sign this Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it.

8. None of the Class Representatives will submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement. None of the Class Representatives will solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement.

**B. Class Counsel's Representations and Warranties.** Class Counsel represents and warrants to Janssen as follows:

1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.

2. Because Class Counsel believes that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or seek any relief inconsistent with this Settlement.

3. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.

4. Each of the Class Representatives has approved and agreed to be bound by this Agreement.

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

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

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

### III. Class Definition

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

1. The Class shall consist of all entities that fall within one or more of the following categories:
  - a. All Acute Care Hospitals in the United States that (i) are not owned or operated by a federal, state, county, parish, city, or other municipal government; and (ii) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through the date of entry of the Preliminary Approval Order;
  - b. all entities listed on Exhibit A; and
  - c. all Plaintiffs in the Other Actions listed on Exhibit B.

Exhibits A and B are non-exhaustive lists and do not purport to identify all members of the Class.

2. The following are excluded from the Class:

a. Any Acute Care Hospital whose Released Claims have been released by any other settlement with Janssen.

**B. Ability to Cure Omissions.** In the event that the Settling Parties agree that an entity or Other Action was omitted from Exhibit A or B, the Settling Parties may, at any time before entry of the Final Approval Order, amend such Exhibit to add such an entity or Other Action. The Settling Parties agree that they will act reasonably in considering any claim of such omission.

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

#### **IV. Settlement Funds**

**A. Settlement Payment.** Within thirty (30) days following the entry of the Preliminary Approval Order, Janssen shall pay or cause to be paid the Settlement Amount of one hundred ten million U.S. Dollars (\$110,000,000.00) in full, in accordance with the payment terms set forth in Section IV.B.

1. Within three (3) business days following the entry of the Preliminary Approval Order, Class Counsel will provide wire instructions and other information necessary for payment, pursuant to instructions to be communicated by Janssen no later than the business day following the entry of the Preliminary Approval Order.

2. Janssen will deposit the Settlement Amount into the Escrow Account.

3. The Settlement Amount shall not be subject to reduction, and, upon the occurrence of the Effective Date, no funds may be returned to Janssen.

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

**C. The Escrow Account and Agent.**

1. The Settling Parties shall arrange for the Escrow Account to be established at Pinnacle Bank, with such bank serving as the Escrow Agent subject to an Escrow Agreement, and such escrow to be administered under the Court's continuing supervision and control. Should Pinnacle Bank be unable to serve as Escrow Agent for any reason, the Court shall appoint a replacement, subject to the approval of the Settling Parties, which is not to be unreasonably withheld. To the extent that there is any ambiguity or inconsistency when this Agreement and the Escrow Agreement are read together, the terms of this Agreement shall control.

2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A in U.S. agency or treasury securities or other instruments backed by the full faith & credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Escrow Agent will not invest in any instruments that a "qualified settlement fund," within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service ("IRS") guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from Janssen. Janssen shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.

3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement, the Escrow Agreement, or by order of the Court. For the avoidance of doubt, the Escrow Agent is authorized, and Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement, the Escrow Agreement or as directed by the Court.

4. The Escrow Agent may disburse up to five million U.S. Dollars (\$5,000,000.00) to the Notice and Claims Administrators for reasonable Notice and Administrative Costs as approved by the Court.

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

**D. Taxes.**

1. The Escrow Account shall be, and shall be treated by the Settling Parties and the Escrow Agent as being at all times a "qualified settlement fund" within the

meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Escrow Agent as its administrator. The Escrow Agent shall not take any action or tax position inconsistent with such treatment. In addition, the Escrow Agent shall timely make such elections as necessary or advisable, and do all things necessary to carry out the provisions of this Section IV.D, and shall, in any event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Escrow Account qualifies as a qualified settlement fund for federal and state income tax purposes. Notwithstanding anything in the Agreement to the contrary, the Escrow Agent shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of Janssen.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Escrow Agent. Class Counsel shall cooperate with and cause the Escrow Agent to, and the Escrow Agent shall, satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to Janssen, (ii) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account, including with respect to any distributions from the Escrow Account; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to Janssen; and (v) providing instructions for the release of sufficient funds from the Escrow Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.D.3 and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section IV.D.1, shall be consistent with the provisions of this Section IV.D.2 and in all events shall reflect that all Taxes as defined in Section IV.D.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.D.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account’s tax returns or other filings.

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

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



**V. Approval and Notice**

**A. Approval and Effectiveness.**

1. It is a condition to the Settlement that (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order in the form attached as Exhibit F, provided that any modification to the Preliminary Approval Order must be acceptable to all Class Representatives and Janssen, and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order.

2. It is a condition to the Settlement that (a) within a reasonable time period after the Preliminary Approval Order, the Court approve and enter the Final Approval Order in the form attached as Exhibit G, provided that any modification to the Final Approval Order must be acceptable to all Class Representatives and Janssen, and (b) the Final Approval Order remain in full force and effect until it becomes a Final Judgment.

3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment.

4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

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

**C. Preliminary Approval.**

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

2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice, substantially in the form of Exhibit H, and proposed Notice Plan; (iii) scheduling of the Fairness Hearing to occur after the conclusion of the notice period and no earlier than ninety (90) days following

the entry of the Preliminary Approval Order; (iv) the appointment of the Escrow Agent as set forth in Section IV.C.1; (v) continuing the stay of the Action as to Janssen until the Court renders a final decision regarding the approval of the Settlement; (vi) granting a stay of all proceedings in any forum brought by Releasors as to Janssen and/or other Released Entities, including all Other Actions; (vii) enjoining all Class Members from filing or prosecuting any new proceedings for Released Claims, unless and until the Class Member files a timely and valid Opt-Out Form and that Form becomes effective; and (viii) directing the Class Representatives to file motions to sever and stay the Other Actions brought by the Class Representatives as to Janssen until the Court renders a final decision regarding the approval of the Settlement, to the extent not already filed. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the *status quo* that existed immediately prior to May 3, 2024, except as expressly provided herein.

3. Class Counsel shall provide Janssen with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least five (5) business days in advance of filing and shall consider in good faith any suggestions that Janssen may have. Class Counsel shall not file such a motion without Janssen's consent, which consent shall not be unreasonably withheld.

#### **D. Notice to the Class.**

1. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval and, in any event, the notice process shall commence no later than twenty-one (21) calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrators to Class Members pursuant to the Notice Plan, subject to any modifications required by the Court. The Notice and Summary Notice are attached as Exhibits H and I to this Agreement, and any modifications to them must be acceptable to all Class Representatives and Janssen in its individual discretion.

2. Class Counsel shall move, as part of the Motion for Preliminary Approval, for entry of the Notice Order. Class Counsel shall also submit to the Court for approval a proposed form of, method for, and schedule for dissemination of notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrators: (i) to request from any Acute Care Hospital that seeks to exclude any other entity from the certified Class, documentation and declarations supporting any purported authority to opt out other entities and (ii) to submit a report (an "*Opt-Out Report*") which shall be provided no later than seven (7) calendar days after the Opt-Out Deadline, as defined in Exhibit F, to the Court, Class Counsel, and Janssen identifying all



requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 or were otherwise inadequate.

4. No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Janssen and file with the Court proof, by affidavit or declaration, of such dissemination.

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

F. **Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys' Fees and Expenses, the Class Representatives' Service Awards, or the Plan of Allocation be in writing. The deadline for filing the Objection with the Court shall be forty-five (45) calendar days after commencement of the dissemination of the Notice.

2. **Content of Objection.** The written Objection filed with the Court shall: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Class, such as the objectors' status as an Acute Care Hospital and its treatment of patients diagnosed with opioid use disorder; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.

3. **Waiver.** Any Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by

the information listed in the Objection. A Class Member's compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court.

**G. Opt-Out.**

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled "Opt-Out Form" to the Notice and Claims Administrators and email it to Janssen and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must:

- a. provide an affidavit or other proof of the standing of the submitting entity and why they would be a Class Member absent the Opt-Out;
- b. provide the submitting entity's name, address, telephone number, and email address (if available);
- c. provide the entity's National Provider Identifier (if available) and CMS Certification Number (if available);
- d. provide a list of current and former names of the entity, including any and all names under which the entity does or has done business since January 1, 2009; and
- e. be received by the Notice and Claims Administrators, Class County, and Janssen no later than the date designated for such purpose in the Notice.

2. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, the provision of inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity's membership in the Class.

3. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, the Settling Parties will request that the deadline for receipt of Opt-Out Forms be forty-five (45) calendar days after commencement of dissemination of the Notice.

4. Opt-Out Forms shall be deemed valid only for the entity named in the request.

5. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrators, Class Counsel, and Janssen no later than the date designated for such purpose in the Notice.

6. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1 shall not (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.

7. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1 submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

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

9. **Opt-Out Report.** No later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and at least fifteen (15) business days prior to the Fairness Hearing, the Notice and Claims Administrators shall submit to the Court, Class Counsel, and Janssen the Opt-Out Report as described in Section V.D.3.

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

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the “*Motion for Final Approval*”). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (a) enter the Final Approval Order in the form attached as Exhibit G to this Agreement, provided that any modifications to the Final Approval Order must be acceptable to Class Representatives and Janssen; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Action with prejudice and directing the dismissal with prejudice of any of the Other Actions; and (e) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:

a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; finding that the Notice given to the Class Members constituted the best notice

practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;

b. entering judgment dismissing the Action with prejudice as to Released Entities and, except as provided for herein, without costs;

c. directing that the Other Actions be dismissed with prejudice as to Released Entities and, except as provided for herein, without costs;

d. discharging and releasing the Released Entities from all Released Claims;

e. permanently barring and enjoining the institution and prosecution by Class Members of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;

f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;

g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and Janssen; and

h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

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

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

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

### **A. Occurrence of Effective Date.**

1. Upon the Effective Date, any and all remaining interest or right of Janssen in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow Agent to the Notice and Claims Administrators as successor Escrow Agent within ten (10) business days after the Effective Date.

2. Upon the Effective Date, the Plaintiffs shall dismiss the Action and the Other Actions with prejudice as to the Released Entities, including all actions listed on Exhibit B, as provided for in the Final Approval Order.

**B. Failure of Effective Date to Occur.**

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.B-D, then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Janssen less interest accrued on the Escrow Account, Notice and Administrative Costs paid, incurred, or due and owing Notice and Administrative Costs, and Taxes or Tax Expenses paid, incurred, or due and owing (the “*Termination Refund*”), pursuant to written instructions from Janssen’s Counsel. Any amounts remaining in the Escrow Account following the Termination Refund shall be distributed by order of the Court.

2. Upon receipt of the Termination Refund, this Agreement shall terminate, and it, Janssen’s obligations under it, and all releases contained herein shall become null and void. In the event of such a termination, (a) no Class will be deemed certified as a result of this Agreement, (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated, (c) the Settling Parties shall be returned to the status quo that existed in the Action and the Other Actions immediately prior to May 3, 2024 (subject to appropriate extensions of deadlines to enable the Action and the Other Actions to proceed), and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to May 3, 2024. The Settling Parties shall then proceed in all respects as if this Agreement and related orders had not been executed.

**C. Walk-Away Right.** Janssen may, in its sole discretion, terminate the Agreement by providing notice to Class Counsel within fifteen (15) business days following receipt by Janssen of the Opt-Out Report of the Notice and Claims Administrators detailing all opt-outs from the Settlement. If Janssen does not provide notice of exercise of the Walk-Away Right to Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived.

**D. No Court Approval.**

1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Action and Other Actions against the Released Entities will resume unless within thirty (30) calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.

2. If the litigation against the Released Entities resumes pursuant to Section VI.D.1, or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to Janssen the Termination Refund as of the date on which notice is received, and (b) this Agreement shall terminate upon receipt of the Termination Refund.

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

## **VII. Notice and Claims Administrators and Special Master**

A. **Selection of Notice and Claims Administrators.** Class Counsel shall nominate A.B. Data Group and Cherry Bekaert Advisory, LLC, or another entity, subject to the consent of Janssen, an entity to serve as Notice and Claims Administrators that shall be subject to appointment by the Court in the Preliminary Approval Order, and that meets the following requirements:

1. The Notice and Claims Administrators may not be an entity that has acted as counsel, or otherwise represented a party, in claims relating to opioids.

2. The Notice and Claims Administrators shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrators deem to be reasonably necessary to effectuate the Notice Plan, which is subject to Court approval as provided in Section V.C. Subject to the Court's approval, the Notice and Claims Administrators may retain any entity that the Notice and Claims Administrators deem to be reasonably necessary to provide assistance in developing and administering the Notice Plan.

3. The Notice and Claims Administrators' roles generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Registration and Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount (in consultation with the Special Master) and overseeing distribution of the Net Settlement Funds pursuant to the Plan of Allocation set forth in Exhibit C.

4. Any successor to the initial Notice and Claims Administrators shall be subject to appointment by the Court, with the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

5. The Notice and Claims Administrators shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.

6. Janssen, Janssen's Counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrators and are not subject to the authority of the Notice and Claims Administrators.

7. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrators, including fees, costs, and expenses of the Notice and Claims Administrators, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Janssen shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

**B. Distribution of Settlement Funds.**

1. Upon further orders of the Court, the Notice and Claims Administrators, subject to such supervision and direction of the Court, Class Counsel, and/or the Special Master, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:

a. to pay reasonable fees and costs, including legal fees, as compensation to the Escrow Agent for services rendered, as provided for in Section 7 of the Escrow Agreement and Exhibit C attached thereto;

b. to pay, up to five million U.S. Dollars (\$5,000,000.00), for Notice and Administrative Costs reasonably and actually incurred in connection with providing notice to the Class, in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;

c. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;

d. to pay the Taxes and Tax Expenses as defined herein;

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

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



2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due; and (c) reasonable fees and costs, including legal fees, may be paid as compensation to the Escrow Agent for services rendered, as provided for in Section 7 of the Escrow Agreement and Exhibit C attached thereto.

**C. Distribution of Net Settlement Funds.**

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

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

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

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

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

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



## **VIII. Class Counsel's Attorneys' Fees and Expenses**

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

B. **Allocation.** Any fees and expenses awarded by the Court shall be allocated and distributed by and among Class Counsel using their judgment to compensate each counsel fairly based on their contribution to the institution, prosecution, and resolution of the Action and the Other Actions.

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

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

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

F. **Service Award.** Class Representatives may request Service Awards in connection with their representation of the Class. Class Representatives' support for the Settlement is not in any way conditioned on their right to request, or receipt of, Service Awards.

## **IX. Releases and Dismissal**

A. **No Future Actions Following Release.** As of the Effective Date, the Released Entities will be fully, finally, and forever released and discharged from all of the Releasers' Released Claims. Each Releaser will, on or before the Effective Date, hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to

Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Class Members shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder.

**B. Claim-Over and Non-Party Settlement.**

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

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by the subsection is a material term of this Agreement.

4. To the extent that, on or after the Effective Date, a settlement on behalf of a class that would otherwise be a Non-Party Settlement is submitted to a court for preliminary or final approval under Rule 23 of the Federal Rules of Civil Procedure, the proponents of the settlement will include, unless prohibited by applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. For the avoidance of doubt, the Settling Parties acknowledge that the effectiveness of any such provision will depend upon its approval by the court to which the settlement agreement is submitted in accordance with Rule 23 of the Federal Rules of Civil Procedure. The obligation to include the prohibition and/or release required by the subsection is a material term of this Agreement.

5. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

6. The provisions of this Section IX.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

7. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Non-Party Covered Conduct Claim against the Released Entities related to the Released Claims, that Class Member and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released Entities than the amounts owed under this Agreement by Janssen:

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

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

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

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

(i) Support by Releasors of a motion to dismiss or such other appropriate motion as may be filed by Janssen or Released Entities in response to any Claim filed in litigation or arbitration; and

(ii) Such other actions as that Releasor and Janssen may devise to hold the Released Entities harmless from the Claim-Over.

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

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

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

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

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

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

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

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

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

H. **Cooperation.** Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Janssen to secure the prompt dismissal of any and all Released Claims.

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

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

## **X. Miscellaneous Provisions**

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

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

C. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.D, this Agreement, including its exhibits and any other attachments, embodies the entire Agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or

different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

The exhibits to this Agreement are:

Exhibit A	Non-Exhaustive List of Certain Class Members
Exhibit B	List of Other Actions
Exhibit C	Plan of Allocation
Exhibit D	Registration Form
Exhibit E	Claim Form
Exhibit F	Form of Preliminary Approval Order
Exhibit G	Form of Final Approval Order
Exhibit H	Form of Notice
Exhibit I	Form of Summary Notice

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

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

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

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

**H. Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall be governed by Federal Rule of



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

**I. Litigation Cooperation.** Upon request by Janssen, Class Representatives agree to cooperate in the provision of de-identified data from the Class Representatives for the sole purpose of a Released Entity recovering amounts owed to it pursuant to any insurance contract. If such request includes information beyond what was previously produced in the Other Actions, or used to support the Class Representatives' Registration and/or Claim Forms, the costs to extract, de-identify, and certify HIPAA compliance of such data shall be borne by Janssen. Upon request by the Class Representatives, Janssen agrees to cooperate in the provision of records and accompanying business records affidavits or a declaration pursuant to Federal Rule of Evidence 803 pertaining to documents produced by Janssen with true and correct facts relevant to the authenticity of documents produced in the Action or Other Actions.

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

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

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

John W. ("Don") Barrett  
 BARRETT LAW GROUP, P.A.  
 P.O. Box 927  
 404 Court Square North  
 Lexington, MS 39095  
 donbarrettpa@gmail.com

Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street, Suite 500  
Dallas, TX 75202  
wburns@burnscharest.com

Robert A. Clifford  
CLIFFORD LAW OFFICES, P.C.  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602  
rclifford@cliffordlaw.com

Steven B. Farmer  
FARMER, CLINE & CAMPBELL, PLLC  
746 Myrtle Road  
Charleston, WV 25314  
sbfarmer@fcclaw.net

Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016  
charlesl@cuneolaw.com

Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602  
SteveMartino@taylormartino.com

If directed to Janssen, address notice to:

Charles C. Lifland  
Daniel R. Suvor  
O'MELVENY & MYERS LLP  
400 S. Hope Street, Suite 1900  
Los Angeles, CA 90071-2811  
clifland@omm.com  
dsuvor@omm.com

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



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

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

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

O. **Severability.** If any provision of this Settlement Agreement—excepting Section III (Class Definition), Section IV (Settlement Funds), Section V (Approval and Notice), Section VI (Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination), and Section IX (Releases and Dismissal)—were for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement.

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

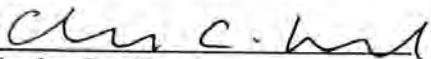
Q. **Confidentiality.** The terms of this Agreement shall remain confidential until the Motion for Preliminary Approval is filed, unless Janssen and Class Counsel agree otherwise, provided that the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel,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

[Signature Pages Follow]


IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement in several counterpart originals as of the date set forth below.

Agreed to as of this September 27, 2024.

**COUNSEL FOR JANSSEN:**

By:   
Charles C. Lifland  
O'MELVENY & MYERS LLP  
400 S. Hope Street, Suite 1900  
Los Angeles, CA 90071-2811

**CLASS COUNSEL:**

By:   
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

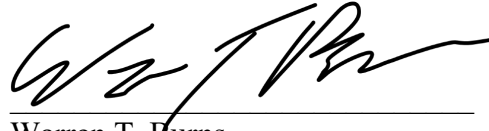
By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**

By: \_\_\_\_\_

John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_

  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_

Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_

Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_

Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

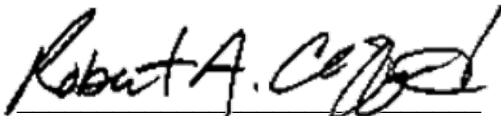
By: \_\_\_\_\_

Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**

By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By:  \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

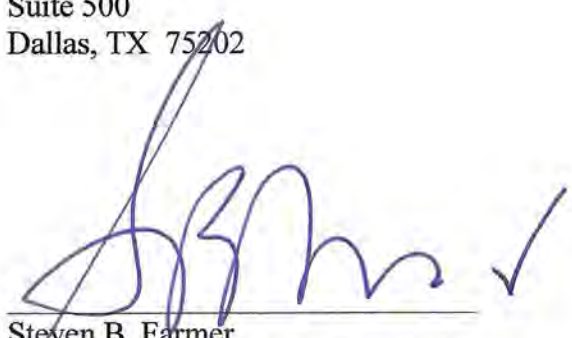
By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**

By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By:  \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602


**CLASS COUNSEL:**

By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By:  \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602



**CLASS COUNSEL:**

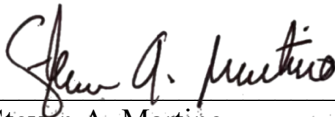
By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By:  \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**EXHIBIT A**

**Non-Exhaustive List of Certain Class Members<sup>1</sup>**

Abilene Regional Medical Center	Alta Bates Summit Medical Center -Summit Campus
Abrazo Arizona Heart Hospital	Amery Hospital & Clinic
Abrazo Arrowhead Campus	Anderson Regional Medical Center
Abrazo Central Hospital	Angel Medical Center
Acquisition Bell Hospital, LLC	Annie Penn Hospital
Advanced Care Hospital of White County	Appalachian Regional Healthcare, Inc.
AHS Claremore Regional Hospital, LLC	ARH Our Lady of the Way Hospital
AHS Cushing Hospital, LLC	ARH Tug Valley Health Services, Inc.
AHS Henryetta Hospital, LLC	Arizona Orthopedic and Surgical Specialty Hospital
AHS Hillcrest Medical Center, LLC	Arizona Spine and Joint Hospital LLC
AHS Pryor Hospital, LLC	Ashley Valley Medical Center, LLC
AHS Southcrest Hospital, LLC	Athens Hospital, LLC
Aiken Regional Medical Centers	Athens Regional Medical Center
Alamance Regional Medical Center (ARMC)	Aventura Hospital and Medical Center
Alamance Regional Pain Clinic	Avera Creighton Hospital
Alaska Regional Hospital	Avera De Smet Memorial Hospital
Albany Medical Center Hospital	Avera Dells Area Hospital
Allegheny Health Network	Avera Flandreau Hospital
Allegiance Behavioral Health Center of Plainview, L.L.C.	Avera Gettysburg Hospital
Allegiance Health Center of Monroe	Avera Granite Falls
Allegiance Health Center of Ruston, LLC	Avera Gregory Hospital
Allegiance Hospital of Many, LLC	Avera Hand County Memorial Hospital
Allegiance Hospital of North Little Rock, LLC d/b/a Allegiance Health Management - North Metro Medical Center	Avera Heart Hospital
Allegiance Medical Center of Ruston, LLC	Avera Holy Family Hospital
Allegiance Specialty Hospital of Greenville, LLC	Avera Marshall Regional Medical Center
Alliance Healthcare System	Avera McKennan Hospital & University Health Center
AllianceHealth Clinton	Avera Medical Group Granite Falls
AllianceHealth Deaconess	Avera Merrill Pioneer Hospital
AllianceHealth Durant	Avera Queen of Peace Hospital
AllianceHealth Madill	Avera Sacred Heart Hospital
AllianceHealth Midwest	Avera St. Anthony's Hospital
AllianceHealth Ponca City	Avera St. Benedict Health Center
AllianceHealth Seminole	Avera St. Luke's Hospital
AllianceHealth Woodward	Avera St. Mary's Hospital
Alta Bates Summit Medical Center - Ashby & Herrick	Avera Tyler Hospital
	Avera Westkota Memorial Hospital
	Bailey Medical Center, LLC
	Baptist Health Corbin
	Baptist Health Deaconess Madisonville

---

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

Baptist Health Floyd  
 Baptist Health LaGrange  
 Baptist Health Lexington  
 Baptist Health Louisville  
 Baptist Health Paducah  
 Baptist Health Richmond, Inc.  
 Baptist Healthcare Systems, Inc. (KY)  
 Baptist Hospital Inc. (FL)  
 Baptist Medical Center  
 Baptist Memorial Hospital - Attala  
 Baptist Memorial Hospital - Booneville  
 Baptist Memorial Hospital - Calhoun  
 Baptist Memorial Hospital - Collierville  
 Baptist Memorial Hospital - Crittenden  
 Baptist Memorial Hospital - DeSoto  
 Baptist Memorial Hospital - Golden Triangle  
 Baptist Memorial Hospital - Huntingdon  
 Baptist Memorial Hospital - Jonesboro, Inc.  
 Baptist Memorial Hospital - Leake  
 Baptist Memorial Hospital - Memphis  
 Baptist Memorial Hospital - North MS  
 Baptist Memorial Hospital - Tipton  
 Baptist Memorial Hospital - Union City  
 Baptist Memorial Hospital - Union County  
 Baptist Memorial Hospital - Yazoo  
 Baptist Memorial Hospital for Women  
 Baptist Memorial Rehabilitation Hospital  
 Baptist Memorial Restorative Care Hospital  
 Barbourville ARH Hospital  
 Bartow Regional Medical Center, Inc.  
 BayCare Alliant Hospital, Inc.  
 Bayfront Health - Spring Hill  
 Bayfront Health Brooksville  
 Bayfront Health Port Charlotte  
 Bayfront Health Punta Gorda  
 Bayfront Health Seven Rivers  
 Baylor Medical Center at Trophy Club  
 Baylor Medical Center at Uptown  
 Baylor Orthopedic and Spine Hospital at Arlington  
 Baylor Scott & White Medical Center - Frisco  
 Baylor Scott & White Medical Center - Sunnyvale

Baylor Scott & White Surgical Hospital at Sherman  
 Baylor Surgical Hospital at Fort Worth  
 Baylor Surgical Hospital at Los Colinas  
 Bayview Behavioral Hospital  
 Beckley ARH Hospital  
 Bellevue Woman's Center  
 Belton Regional Medical Center  
 Berkeley Medical Center  
 Berwick Hospital Center  
 Bienville Medical Center, Arcadia  
 Bienville Medical Center, Inc.  
 Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center  
 Big Spring Hospital Corporation  
 Blake Medical Center  
 Blessing Hospital  
 Blount Memorial Hospital  
 Blue Mountain Hospital  
 Blue Ridge Regional Hospital  
 Bluefield Regional Medical Center  
 Bluffton Regional Medical Center  
 Bon Secours - Memorial Regional Medical Center, Inc. (VA)  
 Bon Secours - Richmond Community Hospital, Inc.  
 Bon Secours - St. Francis Medical Center, Inc.  
 Bon Secours - St. Mary's Hospital Of Richmond, Inc.  
 Boone Hospital Center  
 Bourbon Community Hospital, LLC  
 Bowdle Healthcare Center  
 Bowling Green-Warren County Community Hospital Corporation  
 Bradford Regional Medical Center  
 Brandon Regional Hospital  
 Braxton County Memorial Hospital  
 Braxton County Memorial Hospital, Inc.  
 Brigham City Community Hospital  
 Brigham City Community Hospital, Inc.  
 Broadus Hospital  
 Broadus Hospital Association  
 Brookdale Hospital Medical Center  
 Brooks Memorial Hospital  
 Brookwood Baptist Medical Center

Brownwood Hospital, L.P. d/b/a  
Brownwood Regional Medical Center  
BSA Hospital, LLC  
Kaleida Health d/b/a Buffalo General  
Medical Center  
Bullock County Hospital  
Cache Valley Hospital  
California Pacific Medical Center - Mission  
Bernal Campus  
California Pacific Medical Center (Van Ness  
and Davies Campuses)  
CAMC General Hospital  
CAMC Memorial Hospital  
CAMC Teays Valley Hospital  
CAMC Women and Children's Hospital  
Camden Clark Medical Center  
Camden-Clark Memorial Hospital  
Corporation  
Cameron Parish Hospital and Psychiatric  
Facility  
Canton-Potsdam Hospital  
Capital Health Medical Center - Hopewell  
Capital Health Regional Medical Center  
Capital Regional Medical Center  
CarePartners Rehabilitation Hospital  
Carlsbad Medical Center  
Carolinas Hospital System Florence  
Carolinas Hospital System Marion  
Carondelet Holy Cross Hospital  
Carondelet St. Joseph's Hospital  
Carondelet St. Mary's Hospital  
Carris Health - Redwood Hospital  
Carris Health - Redwood, LLC  
Carris Health - Rice Memorial Hospital  
Carris Health, LLC  
Cartersville Medical Center  
Carthage Hospital, LLC  
Castleview Hospital, LLC  
Catholic Health System, Inc.  
Cedar Park Health System, L.P. d/b/a Cedar  
Park Regional Medical Center  
Centennial Hills Hospital Medical Center  
Center Point Medical Center  
CentraCare - Melrose  
CentraCare - Sauk Centre  
CentraCare Health - Long Prairie Hospital

CentraCare Health - Monticello Hospital  
CentraCare Health - Paynesville Hospital  
Centracare Health - Paynesville LLC  
Centracare Health System - Nr, LLC  
Centracare Health System Long Prairie  
Centracare Health System Melrose  
Central Florida Regional Hospital  
Charleston Area Medical Center, Inc.  
Charleston Hospital, Inc.  
Charleston Hospital, Inc. d/b/a Saint Francis  
Hospital  
Chesapeake Hospital Corporation  
Chester Regional Medical Center  
CHI Saint Joseph Health Mount Sterling  
Chippenham Hospital  
Christiana Care Health System, Inc.  
Citizens Baptist Medical Center  
Citrus HMA, LLC d/b/a Bayfront Health  
Seven Rivers, Seven Rivers Medical Center  
Citrus Memorial Hospital  
City Hospital, Inc.  
Clay County Healthcare Authority  
Cleveland Tennessee Hospital Company,  
LLC  
CLHG-Acadian, LLC  
CLHG-Acadian, LLC d/b/a Acadian  
Medical Center, Eunice  
CLHG-Avoyelles, LLC  
CLHG-Avoyelles, LLC d/b/a Avoyelles  
Hospital, Marks ville  
CLHG-Dequincy d/b/a Dequincy Memorial  
Hospital, Dequincy  
CLHG-Dequincy, LLC  
CLHG-Leesville d/b/a Byrd Regional  
Hospital, Leesville  
CLHG-Leesville, LLC  
CLHG-Minden, LLC  
CLHG-Minden, LLC d/b/a Minden Medical  
Center, Minden  
CLHG-Oakdale, LLC  
CLHG-Oakdale, LLC Oakdale Community  
Hospital, Oakdale  
CLHG-Ruston, LLC  
CLHG-Ville Platte, LLC  
CLHG-Ville Platte, LLC d/b/a Mercy  
Regional Medical Center, Ville Platte

CLHG-Winn, LLC  
 CLHG-Winn, LLC d/b/a Winn Parish  
 Medical Center, Winnfield  
 Clifton Springs Hospital and Clinic  
 Clinch Valley Medical Center, Inc.  
 CMGH-Minden, LLC  
 Coastal Carolina Hospital  
 Coffee Medical Group, LLC d/b/a Unity  
 Medical Center  
 Coliseum Medical Centers  
 Coliseum Northside Hospital  
 College Station Medical Center  
 Colleton Medical Center  
 Colquitt Regional Medical Center  
 Columbia Capital Medical Center Limited  
 Partnership  
 Columbia Medical Center of Plano  
 Subsidiary, L.P.  
 Columbia Memorial Hospital (CMH)  
 Columbia Rio Grande Healthcare, L.P.  
 Comanche County Hospital Authority  
 Community Health Association  
 Community Health Association d/b/a  
 Jackson General Hospital  
 Community Hospital of Andalusia, LLC  
 Community Hospital, Inc.  
 Community Hospital, LLC  
 Community Memorial Hospital Avera  
 Cone Health Behavioral Health Hospital  
 Cone Health Cancer Center at Alamance  
 Regional  
 Cone Health Cancer Center at Wesley Long  
 Hospital  
 Cone Health Physical Medicine and  
 Rehabilitation  
 Cone Health Women's and Children's  
 Center at Moses Cone Hospital  
 Coral Gables Hospital  
 Cornerstone Regional Medical Center  
 Corona Regional Medical Center  
 Corpus Christi Medical Center – Bay Area  
 Corpus Christi Medical Center – Doctors  
 Regional  
 Corpus Christi Medical Center – Northwest  
 Regional

Corpus Christi Medical Center – The Heart  
 Hospital  
 Cox Medical Center South  
 Cox North Hospital  
 Crestwood Medical Center  
 Crestwyn Behavioral Health  
 Crisp Regional Hospital  
 Crockett Hospital, LLC  
 Cuba Memorial Hospital (CMH)  
 Dardanelle Community Hospital, LLC  
 Davis Medical Center  
 Davis Memorial Hospital  
 Davis Regional Medical Center  
 DeGraff Medical Park  
 Fort Payne Hospital Corporation d/b/a  
 Dekalb Regional Medical Center  
 Del Sol Medical Center  
 Delray Medical Center  
 Delta Regional Medical Center  
 Deming Hospital Corporation d/b/a  
 Mimbres Memorial Hospital  
 Desert Regional Medical Center  
 Desert Springs Hospital Medical Center  
 Desert View Hospital  
 Victoria of Texas, L.P. d/b/a DeTar Hospital  
 Navarro  
 DHSC, LLC d/b/a Affinity Medical Center  
 (Closed 2.4.18)  
 Dickenson Community Hospital  
 DLP Central Carolina Medical Center, LLC  
 DLP Conemaugh Memorial Medical Center,  
 LLC  
 DLP Conemaugh Meyersdale Medical  
 Center, LLC  
 DLP Conemaugh Miners Medical Center,  
 LLC  
 DLP Frye Regional Medical Center, LLC  
 DLP Harris Regional Hospital, LLC  
 DLP Haywood Regional Medical Center,  
 LLC  
 DLP Maria Parham Medical Center, LLC  
 DLP Marquette General Hospital, LLC  
 DLP Person Memorial Hospital, LLC  
 DLP Rutherford Regional Health System,  
 LLC  
 DLP Swain County Hospital, LLC

DLP Twin County Regional Healthcare, LLC  
DLP Wilson Medical Center, LLC  
DMC Children's Hospital of Michigan  
DMC Detroit Receiving Hospital  
DMC Huron Valley - Sinai Hospital  
DMC Hutzel Women's Hospital  
DMC Rehabilitation Institute of Michigan  
DMC Sinai-Grace Hospital  
Doctors Hospital of Augusta  
Doctors Hospital of Laredo  
Doctors Hospital of Manteca  
Doctors Hospital of Sarasota  
Doctors Medical Center of Modesto  
Dodge City Healthcare Group, LLC  
Dominion Hospital  
Donalsonville Hospital  
Drew Memorial Hospital (AR)  
Dukes Memorial Hospital  
Dunes Surgical Hospital  
Dupont Hospital  
East Baton Rouge Medical Center, LLC  
East Cooper Medical Center  
East Georgia Regional Medical Center  
East Ohio Regional Hospital  
Eastern Idaho Regional Medical Center  
Eastern New Mexico Medical Center  
Eastside Medical Center  
Eden Medical Center  
El Paso Healthcare System, Ltd.  
Elbert Memorial Hospital  
Ellis Hospital Foundation, Inc.  
Emanuel Medical Center  
Englewood Community Hospital  
Erie County Medical Center (ECMC)  
Essent PRMC, L.P.  
Eureka Community Health Services Avera  
Evanston Hospital Corporation d/b/a  
Evanston Regional Hospital  
Gilliard Health Services d/b/a Evergreen  
Medical Center  
Fairfax Community Hospital  
Fairmont Regional Medical Center  
Fairview Park Hospital  
Faith Community Hospital  
Fannin Regional Hospital

Faulkton Area Medical Center  
Fauquier Medical Center, LLC  
Fawcett Memorial Hospital  
Fayette Medical Center  
Fayetteville Arkansas Hospital Company, LLC  
FF Thompson Hospital  
First Hospital  
Flaget Memorial Hospital  
Fleming Medical Center, LLC  
Florida Medical Center, a campus of North Shore  
Triad Health d/b/a Flowers Hospital  
Floyd Valley Hospital  
Flushing Hospital Medical Center  
Forrest City Arkansas Hospital Corporation LLC d/b/a Forrest City Medical Center  
Forrest County General Hospital  
Fort Duncan Regional Medical Center  
Fort Walton Beach Medical Center  
Fountain Valley Regional Hospital & Medical Center  
Frankfort Regional Medical Center  
Franklin Woods Community Hospital  
Freedom Behavioral Hospital of Magnolia  
Freeman Health System  
Freeman Hospital East  
Freeman Hospital West  
Freeman Neosho Hospital  
Freeman Regional Hospital  
Gadsden Regional Medical Center  
Garden Park Medical Center  
Garrett Regional Medical Center  
George Washington University Hospital  
Georgetown Community Hospital, LLC  
Glens Falls Hospital  
Gonzales Healthcare Systems  
Good Samaritan Hospital  
Good Samaritan Medical Center  
Goodland Regional Medical Center  
Gouverneur Hospital  
Grafton City Hospital, Inc.  
Grand Strand Medical Center  
Affinity Hospital d/b/a Grandview Medical Center  
Grant Memorial Hospital



Grayson County Hospital Foundation, Inc.  
 Greenbrier Valley Medical Center  
 Greeneville Community Hospital  
 Greenwood Leflore Hospital  
 Gulf Coast Regional Medical Center  
 Halifax Hospital Medical Center  
 Hardin Memorial Hospital  
 Harlan ARH Hospital  
 Haskell County Community Hospital  
 Havasu Regional Medical Center, LLC  
 Hawkins County Memorial Hospital, Inc.  
 f/k/a/ Hawkins County Memorial Hospital  
 Hazard ARH Regional Medical Center  
 HCA Health Services of Florida, Inc.  
 HCA Health Services of New Hampshire, LLC  
 HCA Health Services of Tennessee, Inc.  
 HCA Health Services of Virginia, Inc.  
 HCA Houston Healthcare Clear Lake  
 HCA Houston Healthcare Conroe  
 HCA Houston Healthcare Kingwood  
 HCA Houston Healthcare Mainland  
 HCA Houston Healthcare Medical Center  
 HCA Houston Healthcare North Cypress  
 HCA Houston Healthcare Northwest  
 HCA Houston Healthcare Pearland  
 HCA Houston Healthcare Southeast  
 HCA Houston Healthcare Tomball  
 HCA Houston Healthcare West  
 Health First Cape Canaveral Hospital  
 Health First Holmes Regional Medical Center  
 Health First Medical Group  
 Healthcare Authority for the City of Anniston  
 Heart Hospital of Austin  
 Heartland Long Term Acute Care Hospital  
 Hegg Health Center Avera  
 Henderson County Community Hospital  
 Henderson Hospital  
 Henderson Hospital, LLC  
 Hendricks Community Hospital Association  
 Hennepin Healthcare System d/b/a  
 Hennepin County Medical Center  
 Hennepin Healthcare System, Inc.  
 Henrico Doctors' Hospital

Herbert J. Thomas Memorial Hospital Association  
 HH/Killeen Health System, LLC  
 Hialeah Hospital  
 Hi-Desert Medical Center  
 Highland Community Hospital  
 Highland Hospital  
 Highlands Regional Medical Center (KY)  
 Highlands Regional Medical Center (FL)  
 Highlands-Cashiers Hospital  
 NHCI of Hillsboro, Inc. d/b/a Hill Regional Hospital  
 Hillside Hospital, LLC  
 Hilton Head Hospital  
 Horton Community Hospital  
 Hospital Development of West Phoenix, Inc.  
 Hospital Menonita Caguas, Inc.  
 Hospital Menonita Guayama, Inc.  
 Hospital of Barstow, Inc. d/b/a Barstow Community Hospital  
 Hospital of Louisa, Inc. d/b/a Three Rivers Medical Center  
 Hospital of Morristown, Inc.  
 Hot Springs National Park Hospital Holdings, LLC  
 Howard County Hospital Foundation  
 HTI Memorial Hospital Corporation  
 Hudson Hospital & Clinic  
 Huntsville Memorial Hospital  
 Hutchinson Health  
 Hutchinson Health Hospital  
 I-70 Community Hospital  
 Illini Community Hospital  
 Indian Path Medical Center  
 Infirmary Health Hospitals, Inc.  
 Infirmary LTAC (Long Term Acute Care) Hospital  
 Integris Health - Baptist Medical Center  
 Integris Health - Bass Baptist Hospital  
 Integris Health - Canadian Valley Hospital  
 Integris Health - Edmond  
 Integris Health - Lakeside Women's Hospital  
 Integris Health - MC Portland Ave.  
 Integris Health - Miami Hospital  
 Integris Health - Southwest Medical Center



Integris Health, Inc  
 Integris Health - Grove Hospital  
 Integris ProHealth, Inc.  
 Interfaith Medical Center  
 J.W. Ruby Memorial Hospital  
 Jackson County Hospital District  
 Jackson Hospital  
 Jackson Hospital Corporation d/b/a  
 Kentucky River Medical Center  
 Jackson Medical Center  
 Jacksonville Hospital, LLC  
 Jamaica Hospital Medical Center  
 James and Connie Maynard Children's  
 Hospital  
 Jay Hospital Inc. (FL)  
 Jefferson Davis Community Hospital  
 Jefferson Medical Center (Charles Town  
 General Hospital)  
 Jennie Stuart Medical Center, Inc.  
 JFK Medical Center  
 JFK Medical Center - North Campus  
 John F. Kennedy Memorial Hospital  
 John R. Oishei Children's Hospital  
 John Randolph Medical Center  
 Johns Hopkins Health System Corp.  
 Johnson County Community Hospital  
 Johnston Memorial Hospital, Inc.  
 Jones Memorial Hospital  
 Kendall Regional Medical Center  
 Kenmore Mercy Hospital (NY)  
 Kentucky Hospital, LLC  
 Kingman Regional Medical Center  
 Kingsbrook Jewish Medical Center  
 Kosciusko Community Hospital  
 La Porte Hospital  
 Lafayette General Health System, Inc.  
 Lafayette Regional Health Center  
 Lake City Medical Center  
 Lake Cumberland Regional Hospital, LLC  
 Granbury Hospital Corporation d/b/a Lake  
 Granbury Medical Center  
 Lake Hospital System, Inc.  
 Lake Norman Regional Medical Center  
 Lakes Regional Healthcare  
 Lakeview Hospital (MN)  
 Lakeview Hospital (UT)

Lakeview Memorial Hospital Association,  
 Inc.  
 Lakeview Regional Medical Center  
 Lakeway Regional Hospital  
 Lakewood Ranch Medical Center  
 Lakewood Regional Medical Center  
 Landmann-Jungman Memorial Hospital  
 Corporation  
 Landmann-Jungman Memorial Hospital  
 Avera  
 Laredo Texas Hospital Company, L.P. d/b/a  
 Laredo Medical Center  
 Largo Medical Center  
 Larkin Community Hospital Behavioral  
 Health Services, Inc.  
 Larkin Community Hospital Palm Springs  
 Campus  
 Larkin Community Hospital South Miami  
 Las Palmas Del Sol Healthcare  
 Lawnwood Regional Medical Center  
 Lawrence County Hospital  
 Lea Regional Medical Center  
 Lee Memorial Health System, d/b/a Lee  
 Health  
 Lee's Summit Medical Center  
 Leesburg Regional Medical Center  
 Lester E. Cox Medical Center d/b/a Cox  
 Medical Centers  
 LewisGale Hospital Alleghany  
 LewisGale Hospital Montgomery  
 LewisGale Hospital Pulaski  
 LewisGale Medical Center  
 Lexington Medical Center  
 Liberty Regional Medical Center  
 LifeBrite Community Hospital of Early  
 LifeBrite Community Hospital of Stokes  
 Livingston Regional Hospital, LLC  
 Logan General Hospital, LLC  
 Logan Memorial Hospital, LLC  
 Lone Peak Hospital  
 Longview Regional Medical Center  
 Loretto Hospital of Chicago  
 Los Alamitos Medical Center  
 Los Robles Hospital & Medical Center  
 Lourdes Hospital, LLC  
 Lovelace Health System, Inc.

Lower Keys Medical Center  
 Lutheran Health Network The Orthopedic  
 Hospital  
 Lutheran Hospital  
 Lutheran Rehabilitation Hospital (or  
 Rehabilitation Hospital of Fort Wayne)  
 MacNeal Hospital  
 Mad River Community Hospital  
 Magnolia Regional Health Center (MRHC)  
 Manatee Memorial Hospital, L.P.  
 Marion Community Hospital, Inc.  
 Marion General Hospital  
 Marshall County Healthcare Center Avera  
 Marshall Medical Centers (Tennessee)  
 Mary Black Health System - Gaffney  
 (Selling)  
 Mary Breckinridge ARH Hospital  
 Mary Immaculate Hospital, Inc.  
 Maryview Hospital  
 Mason Hospital District, Mason County, IL  
 Massena Hospital  
 Mat-Su Regional Medical Center  
 Maverick County Hospital District, Texas  
 McDowell ARH Hospital  
 McKenzie Tennessee Hospital Company,  
 LLC d/b/a McKenzie Regional Hospital  
 McKenzie Willamette Regional Medical  
 Center Associates, LLC d/b/a McKenzie-  
 Willamette Medical Center  
 Meadowview Regional Medical Center,  
 LLC  
 Meadville Medical Center  
 MedCenter High Point  
 MedCenter Kernersville  
 MedCenter Mebane  
 Medical Center Enterprise  
 Medical Center of Deltona, Inc.  
 Medical Center of South Arkansas  
 Medical Center of Trinity  
 Medical City Alliance  
 Medical City Arlington  
 Medical City Children's Hospital  
 Medical City Dallas  
 Medical City Denton  
 Medical City Fort Worth  
 Medical City Frisco

Medical City Green Oaks  
 Medical City Las Colinas  
 Medical City Lewisville  
 Medical City McKinney  
 Medical City North Hills  
 Medical City Plano  
 Medical City Weatherford  
 Memorial Health University Medical Center  
 Memorial Hermann Surgical Hospital First  
 Colony  
 Memorial Hermann Surgical Hospital  
 Kingwood  
 Memorial Hospital  
 Memorial Hospital - Gulfport  
 Memorial Hospital Jacksonville  
 Memorial Hospital Los Banos  
 Memorial Hospital of Tampa  
 Memorial Medical Center  
 Memorial Satilla Health  
 Mennonite General Hospital, Inc.  
 Menorah Medical Center  
 Mercy Hospital - Miami  
 Mercy Hospital of Buffalo (NY)  
 Mercy Medical Center, Inc.  
 Mercy Medical (IL)  
 Merit Health Biloxi  
 Merit Health Central  
 Merit Health Madison  
 Merit Health Rankin  
 Merit Health Woman's Hospital  
 Methodist Children's Hospital  
 Methodist Healthcare System of San  
 Antonio, Ltd., L.L.P.  
 Methodist Heart Hospital  
 Methodist Hospital  
 Methodist Hospital | Ambulatory Surgery  
 Methodist Hospital | Metropolitan  
 Methodist Hospital | Northeast  
 Methodist Hospital | South  
 Methodist Hospital | Specialty and  
 Transplant  
 Methodist Hospital | Stone Oak  
 Methodist Hospital | Texusan  
 MetroWest Medical Center - Framingham  
 Union Hospital

MetroWest Medical Center - Leonard Morse Hospital  
 Mexia Principal Healthcare Limited Partnership  
 Meyer Orthopedic & Rehabilitation Hospital  
 Middlesboro ARH Hospital  
 Middlesex Health System, Inc.  
 Milbank Area Health Care  
 Millard Fillmore Suburban Hospital  
 Mills-Peninsula Medical Center  
 Mission Hospital  
 Mission Hospital McDowell  
 Mission Trail Baptist Hospital  
 Mitchell County Hospital  
 Mizell Memorial Hospital  
 MMC of Nevada, LLC d/b/a Mesa View Regional Hospital  
 Moberly Regional Medical Center  
 Mobile Infirmary Medical Center  
 Mobridge Regional Hospital  
 Moncks Corner Medical Center  
 Monongalia County General Hospital Company  
 Monroe HMA LLC d/b/a Clearview Regional Medical Center  
 Montclair Hospital, LLC  
 Montefiore St. Luke's Cornwall  
 Morgan County ARH Hospital  
 Morton Plant Hospital Association, Inc.  
 Mosaic Life Care  
 Mosaic Medical Center - Albany  
 Mosaic Medical Center - Maryville  
 Moses Taylor Hospital  
 Mount Sinai Hospital and St. Luke's-Roosevelt Hospital Center (Mount Sinai)  
 Mount St. Mary's Hospital of Niagara Falls (NY)  
 Mountain Lakes Medical Center  
 Mountain States Health Alliance f/k/a Johnson City Medical Center Hospital, Inc. (TN)  
 Mountain View Hospital - Payson  
 Mountain View Regional Medical Center  
 Mountain View Hospital  
 MS Baptist Medical Center  
 Nacogdoches Medical Center

Naples Community Hospital, Inc.  
 Nason Medical Center, LLC  
 Natchez Hospital Company, LLC  
 Navarro Regional Hospital  
 NCH Healthcare System, Inc.  
 Newark-Wayne Community Hospital  
 Niagara Falls Memorial Medical Center  
 Niswonger Children's Hospital  
 North Arkansas Regional Medical Center  
 North Baldwin Infirmary  
 North Broward Hospital District d/b/a Broward Health  
 North Central Baptist Hospital  
 North Central Surgical Center, LLP  
 North Florida Regional Medical Center  
 North Mississippi Medical Center - Eupora  
 North Mississippi Medical Center - Hamilton  
 North Mississippi Medical Center - Iuka  
 North Mississippi Medical Center - Pontotoc  
 North Mississippi Medical Center - Tupelo  
 North Mississippi Medical Center - West Point  
 North Oaks Medical Center, LLC  
 North Okaloosa Medical Center  
 North Shore Medical Center  
 North Suburban Medical Center  
 North Sunflower Medical Center  
 Northeast Baptist Hospital  
 Northeast Regional Medical Center  
 Northern Light A.R. Gould Hospital  
 Northern Light Blue Hill Hospital  
 Northern Light CA Dean Hospital  
 Northern Light Eastern Maine Medical Center  
 Northern Light Inland Hospital  
 Northern Light Maine Coast Hospital  
 Northern Light Mayo Hospital  
 Northern Light Mercy Hospital  
 Northern Light Seabrook Valley Hospital  
 Northern Louisiana Medical Center  
 Northern Nevada Medical Center  
 Northside Hospital  
 Northwell Health  
 Northwest Health Physicians' Specialty Hospital

Northwest Medical Center (AZ)  
 Northwest Medical Center (FL)  
 Northwest Medical Center - Bentonville  
 Northwest Medical Center - Springdale  
 Northwest Medical Center – Willow Creek  
 Women’s Hospital  
 Northwest MS Medical Center  
 Northwest Texas Healthcare System  
 Norton Audubon Hospital  
 Norton Brownsboro Hospital  
 Norton Children’s Hospital  
 Norton Community Hospital  
 Norton Hospital  
 Norton Women’s and Children’s Hospital  
 Novato Community Hospital  
 Noyes Memorial Hospital  
 Oak Hill Hospital  
 Ocala Regional Medical Center  
 Ocean Springs Hospital  
 Ochsner Bayou, LLC d/b/a Ochsner St.  
 Anne General Hospital  
 Ochsner Clinic Foundation  
 Ochsner Medical Center - Hancock, LLC  
 Ochsner Medical Center - Kenner, LLC  
 Ochsner Medical Center - Northshore, LLC  
 Ogden Regional Medical Center  
 Ohio Valley Medical Center  
 Oklahoma Center for Orthopaedic & Multi-Specialty Surgery  
 Olean General Hospital (NY)  
 Olympia Medical Center  
 Orange Park Medical Center  
 Oro Valley Hospital, LLC  
 Orthopedic and Spine Inpatient Surgical (Oasis) Hospital  
 Osceola Regional Health Center  
 Osceola Regional Medical Center  
 Oswego Community Hospital  
 OU Medicine, Inc.  
 Our Lady of Lourdes Regional Medical Center, Inc.  
 Our Lady of the Angels Hospital, Inc.  
 Our Lady of the Lake Hospital, Inc.  
 Overland Park Regional Medical Center  
 Oviedo Medical Center

Owensboro Health Twin Lakes Medical Center  
 Owensboro Health, Inc.  
 Paintsville Hospital Company, LLC d/b/a  
 Paul B. Hall Regional Medical Center  
 Palestine Principal Healthcare Limited Partnership  
 Palm Bay Hospital  
 Palm Beach Gardens Medical Center  
 Palmdale Regional Medical Center  
 Palmetto General Hospital  
 Palms of Pasadena  
 Palms West Hospital  
 Park Nicollet Methodist Hospital  
 Parkland Medical Center  
 Parkridge East Hospital  
 Parkridge Medical Center  
 Parkridge Valley Hospital  
 Parkridge West Hospital  
 Pascack Valley Hospital, LLC  
 Pascagoula Hospital  
 Patients’ Choice Medical Center of Claiborne  
 Patients’ Choice Medical Center of Erin  
 Patients’ Choice Medical Center of Humphreys County LLC  
 Pearl River County Hospital  
 PHC-Cleveland, Inc.  
 PHC-Elko, Inc.  
 PHC-Fort Mohave, Inc.  
 PHC-Fort Morgan, Inc.  
 PHC-Los Alamos, Inc.  
 Phelps Health Hospital  
 Phillips Hospital Company, LLC d/b/a  
 Helena Regional Medical Center  
 Physicians Regional - Collier Boulevard  
 Physicians Regional - Pine Ridge  
 Physicians Surgical Hospitals, LLC  
 Piedmont Athens Regional Medical Center  
 Piedmont Atlanta Hospital  
 Piedmont Columbus Regional - Midtown Campus  
 Piedmont Columbus Regional - Northside  
 Piedmont Fayette Hospital  
 Piedmont Henry Hospital  
 Piedmont Medical Center

Piedmont Mountainside  
 Piedmont Newnan Hospital  
 Piedmont Newton Hospital  
 Piedmont Rockdale Hospital  
 Piedmont Walton  
 Pikeville Medical Center, Inc.  
 PineLake Regional Hospital, LLC  
 Pipestone County Medical Center  
 Pittsburg Hospital, LLC  
 Placentia - Linda Hospital  
 Plantation General Hospital  
 Plateau Medical Center  
 Pocatello Hospital, LLC  
 Poinciana Medical Center  
 Poplar Bluff Regional Medical Center - Oak Grove  
 Portage Hospital, LLC  
 Porter Regional Hospital  
 Portsmouth Regional Hospital  
 Potomac Valley Hospital  
 Prague Community Hospital  
 Presbyterian/St. Luke's Medical Center  
 Preston Memorial Hospital  
 Preston Memorial Hospital Corporation  
 PRHC-Ennis, L.P.  
 Princeton Baptist Medical Center  
 Princeton Community Hospital Association, Inc.  
 Progressive Medical Management of Batesville  
 ProMedica Health System, Inc.  
 Providence Hospital, LLC  
 Providence St. Joseph's Health  
 Putnam Community Medical Center  
 Quitman County Hospital  
 Quitman Hospital, LLC  
 Raleigh General Hospital, LLC  
 Rapides Regional Medical Center  
 Raulerson Hospital  
 Rawlins County Health Center  
 RCCH Trios Health, LLC  
 RCHP Billings-Missoula, LLC  
 RCHP-Florence, LLC  
 RCHP-Ottumwa, LLC  
 RCHP-Sierra Vista, Inc.  
 RCHP-Wilmington, LLC

Redfield Community Memorial Hospital and Clinic Foundation, Inc.  
 Redmond Regional Medical Center  
 Regional Hospital of Scranton  
 Regional Medical Center Bayonet Point  
 Regional Medical Center of San Jose  
 Regional One Medical Center  
 Regions Hospital  
 Rehabilitation Hospital, LLC  
 Research Medical Center  
 Resolute Health Hospital  
 Reston Hospital Center  
 Retreat Doctors' Hospital  
 Reynolds Memorial Hospital  
 RHN Clark Memorial Hospital, LLC  
 RHN Scott Memorial Hospital, LLC  
 Riceland Medical Center  
 Rio Grande Regional Hospital Main Campus  
 River Oaks Hospital, LLC  
 Riverside Community Hospital  
 Riverside Doctors Hospital Williamsburg  
 Riverside Regional Medical Center  
 Riverside Shore Memorial Hospital  
 Riverside Tappahannock Hospital  
 Riverside Walter Reed Hospital  
 Riverton Memorial Hospital, LLC  
 Riverview Medical Center, LLC  
 Rocky Mountain Hospital for Children  
 Rose Medical Center  
 Rush Health Systems, Inc.  
 Russell County Medical Center  
 Russellville Holdings, LLC  
 Russellville Hospital  
 Sabine Medical Center  
 Sacred Heart Health Services  
 Sage LTAC, LLC  
 Saint Elizabeth Medical Center, Inc. - St. Elizabeth Covington  
 Saint Elizabeth Medical Center, Inc. - St. Elizabeth Edgewood  
 Saint Elizabeth Medical Center, Inc. - St. Elizabeth Florence  
 Saint Elizabeth Medical Center, Inc. - St. Elizabeth Fort Thomas

Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Grant  
 Saint Francis Health System Inc.  
 Saint Francis Hospital - Bartlett, Inc. f/k/a  
 Tenet Health System Bartlett, Inc.  
 Saint Francis Hospital - Memphis  
 Saint Francis Hospital Muskogee, Inc.  
 Saint Francis Hospital South, LLC  
 Saint Francis Hospital Vinita, Inc.  
 Saint Francis Hospital, Inc.  
 Saint Francis Medical Center  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health - Berea  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health East  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health Hospital  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health London  
 Saint Vincent Hospital  
 Saline Hospital, LLC  
 Samaritan Medical Center  
 San Angelo Hospital, L.P. d/b/a San Angelo  
 Community Medical Center  
 San Antonio Regional Hospital  
 San Miguel Hospital Corporation  
 San Miguel Hospital Corporation d/b/a  
 AltaVista Regional Hospital  
 San Ramon Regional Medical Center  
 Sanford Aberdeen Medical Center  
 Sanford Bagley Medical Center  
 Sanford Bemidji Medical Center  
 Sanford Bismarck  
 Sanford Bismarck Medical Center  
 Sanford Broadway Medical Center  
 Sanford Canby Medical Center  
 Sanford Canton-Inwood Medical Center  
 Sanford Chamberlain Medical Center  
 Sanford Clear Lake Medical Center  
 Sanford Health  
 Sanford Health Network  
 Sanford Health Network North  
 Sanford Hillsboro Medical Center  
 Sanford Jackson Medical Center  
 Sanford Luverne Medical Center  
 Sanford Mayville Medical Center

Sanford Medical Center  
 Sanford Medical Center Fargo  
 Sanford Medical Center Thief River Falls  
 Sanford Sheldon Medical Center  
 Sanford South University Medical Center  
 Sanford Tracy Medical Center  
 Sanford USD Medical Center Sioux Falls  
 Sanford Vermillion Medical Center  
 Sanford Webster Medical Center  
 Sanford Westbrook Medical Center  
 Sanford Wheaton Medical Center  
 Sanford Worthington Medical Center  
 Santa Rosa Medical Center  
 Sarasota County Public Hospital District  
 d/b/a Memorial Healthcare System, Inc.  
 Sarasota Memorial Hospital  
 Saratoga Hospital  
 Sharkey-Issaquena Community Hospital  
 Shelby Baptist Medical Center  
 Sierra Vista Regional Medical Center  
 Siloam Springs Regional Hospital  
 Singing River Health System  
 Sioux Center Health Avera  
 Sisters of Charity Hospital - St. Joseph  
 Campus  
 Sisters of Charity Hospital of Buffalo, New  
 York  
 Sky Ridge Medical Center  
 Slidell Memorial Hospital  
 Smyth County Community Hospital  
 Solano Medical Center  
 Foley Hospital Corporation d/b/a South  
 Baldwin Regional Medical Center  
 South Bay Hospital  
 South Broward Hospital District d/b/a  
 Memorial Healthcare System  
 South Central Regional Medical Center  
 South Florida Baptist Hospital, Inc.  
 South Shore Hospital  
 South Sunflower County Hospital  
 South Texas Health System Children's  
 South Texas Health System Edinburg  
 South Texas Health System Heart  
 South Texas Health System McAllen  
 Southampton Memorial Hospital  
 Southern Hills Hospital & Medical Center



Southern Surgical Hospital	St. Joseph's/Candler Health System, Inc.
Southern Tennessee Medical Center, LLC	St. Lucie Medical Center
Southern Virginia Regional Medical Center	St. Luke's Baptist Hospital
Southside Regional Medical Center	St. Luke's Cornwall Hospital (Cornwall Campus)
Southwest Healthcare System - Inland Valley Medical Center Campus	St. Mark's Hospital
Southwest Healthcare System - Rancho Springs Medical Center Campus	St. Mary's Medical Center
Southwest Mississippi Regional Medical Center	St. Mary's Regional Medical Center
Southwestern Illinois Health Facilities, Inc	St. Michael's Hospital Avera
Southwestern Medical Center, LLC	St. Petersburg General Hospital
Spalding Rehabilitation Hospital	St. Rose Hospital
Sparks Medical Center - Van Buren	St. Tammany Parish Hospital Service District No. 1, d/b/a St. Tammany Health Systems
Sparks Regional Medical Center	St. Vincent Charity Medical Center (& Rosary Hall)
Spence and Becky Wilson Baptist Children's Hospital	Starke Hospital
Spotsylvania Regional Medical Center	StoneSprings Hospital Center
Spring Valley Hospital Medical Center	Stonewall Jackson Memorial Hospital Company
Spring View Hospital, LLC	Strong Memorial Hospital (Includes Golisano Children's Hospital)
Springs Memorial Hospital	Summerlin Hospital Medical Center
St. Anthony's Hospital, Inc.	Summers County ARH Hospital
St. Barnabas Health System Bronx NY	Summerville Medical Center
St. Benedict Health Center	Sumner County Hospital District No. 1
St. Claire Medical Pavilion	Sumner Regional Medical Center, LLC
St. Claire Regional Medical Center	Sunrise Children's Hospital
St. Cloud Hospital	Sunrise Hospital & Medical Center
St. David's Children's Hospital	Surgical Institute of Reading
St. David's Georgetown Hospital	Sutter Amador Hospital
St. David's Healthcare Partnership, L.P., LLP	Sutter Auburn Faith Hospital
St. David's Medical Center	Sutter Coast Hospital
St. David's North Austin Medical Center	Sutter Davis Hospital
St. David's Round Rock Medical Center	Sutter Delta Medical Center
St. David's South Austin Medical Center	Sutter Lakeside Hospital
St. Dominic-Jackson Memorial Hospital	Sutter Maternity and Surgery Center of Santa Cruz
St. Francis Health, LLC	Sutter Medical Center, Sacramento
St. Francis Hospital, Inc.	Sutter Roseville Medical Center
St. James Hospital	Sutter Santa Rosa Regional Hospital
St. John's Riverside Hospital (NY)	Sutter Surgical Hospital - North Valley
St. Joseph Hospital	Sutter Tracy Community Hospital
St. Joseph Hospital of Cheektowaga, New York	Swedish Medical Center
St. Joseph's Hospital of Buckhannon, Inc.	Sycamore Shoals Hospital
St. Joseph's Hospital, Inc.	T.J. Samson Community Hospital

Takoma Regional Hospital, Inc. f/k/a  
 Takoma Hospital, Inc.  
 Tampa Community Hospital, A Campus of  
 Memorial Hospital of Tampa  
 Tampa General Hospital  
 Taylor County Hospital District Health  
 Facilities Corporation  
 Taylor Regional Hospital, Inc.  
 Temecula Valley Hospital  
 Tennova Healthcare - Clarksville  
 Tennova Healthcare - Harton Regional  
 Medical Center  
 Tennova Healthcare - Jefferson Memorial  
 Hospital  
 Tennova Healthcare - LaFollette Medical  
 Center  
 Tennova Healthcare - Lebanon d/b/a  
 University Medical Center (Selling)  
 Tennova Healthcare - Newport Medical  
 Center  
 Tennova Healthcare - North Knoxville  
 Medical Center  
 Tennova Healthcare - Physicians Regional  
 Medical Center (closed)  
 Tennova Healthcare - Turkey Creek Medical  
 Center  
 Terre Haute Regional Hospital  
 Texas Orthopedic Hospital  
 Texas Spine and Joint Hospital, LLC  
 Texoma Medical Center  
 The Blount County Health Care Authority  
 The Brooklyn Hospital Center  
 The Charles Town General Hospital  
 The Children's Hospital at TriStar  
 Centennial  
 The Harrison Memorial Hospital, Inc. d/b/a  
 Harrison Memorial Hospital  
 The Healthcare Authority of Winfield,  
 Alabama  
 The Hospitals of Providence East Campus  
 The Hospitals of Providence Memorial  
 Campus  
 The Hospitals of Providence Sierra Campus  
 The Hospitals of Providence Transmountain  
 Campus  
 The Medical Center at Caverna

The Medical Center At Clinton County, Inc.  
 (KY)  
 The Medical Center at Franklin, Inc.  
 The Medical Center at Scottsville  
 The Medical Center of Aurora  
 The Memorial Hospital of Salem County  
 The MetroHealth System  
 The Moses H. Cone Memorial Hospital  
 The Orthopedic Hospital at Parkview North,  
 LLC  
 The Outer Banks Hospital, Inc.  
 The Rochester General Hospital  
 The Saint Cloud Hospital  
 The Unity Hospital of Rochester  
 The Villages Regional Hospital  
 The West Virginia Health Care Cooperative,  
 Inc.  
 The Women's Hospital of Texas  
 Thomas Hospital  
 Thomas Memorial Hospital  
 Thomas W. Waldrep Jr., Chapter 7 Trustee  
 for CAH Acquisition Company 6, LLC  
 Thomas W. Waldrep Jr., Trustee of the  
 Litigation Trust of CAH Acquisition  
 Company  
 Timpanogos Regional Hospital  
 Tippah County Hospital  
 Titusville Area Hospital  
 Tooele Hospital Corporation d/b/a Mountain  
 West Medical Center  
 Topeka Hospital, LLC  
 TOPS Surgical Specialty Hospital  
 TPG Hospital, LLC (DBA Northwest  
 Surgical Hospital)  
 Transylvania Regional Hospital  
 Trident Medical Center  
 TriStar Ashland City Medical Center  
 TriStar Centennial Medical Center  
 TriStar Centennial Parthenon Pavilion  
 TriStar Greenview Regional Hospital  
 TriStar Hendersonville Medical Center  
 TriStar Horizon Medical Center  
 TriStar Skyline Madison Campus  
 TriStar Skyline Medical Center  
 TriStar Southern Hills Medical Center  
 TriStar StoneCrest Medical Center



TriStar Summit Medical Center  
 Trousdale Medical Center, LLC  
 Troy Hospital Healthcare Authority  
 Trustees of Mease Hospital, Inc  
 Tucson Medical Center  
 Tug Valley ARH Regional Medical Center  
 Tulane Lakeside Hospital  
 Tulane Medical Center  
 Twin Cities Community Hospital  
 Twin Cities Hospital  
 Twin Rivers Regional Medical Center  
 Tyler Memorial Hospital  
 Tyler Regional Hospital, LLC  
 UHS of Oklahoma, LLC  
 UMMC Main  
 UMMC North  
 UMMC Premier  
 UMMC Sugarland  
 Unicoi County Hospital  
 United Hospital Center  
 United Hospital Center, Inc.  
 United Memorial Medical Center  
 Unity Health - Harris Medical Center  
 Unity Health - Searcy Medical Center  
 Unity Health - White County Medical Center  
 University Healthcare System L.C.  
 University Hospital  
 University Hospital & Medical Center  
 University Hospital McDuffie  
 University of Tennessee Medical Center  
 Valley Baptist Medical Center  
 Valley Baptist Medical Center - Brownsville  
 Valley Health System, LLC d/b/a Valley  
 Hospital Medical Center, Inc.  
 Valley Regional Medical Center  
 Vanderbilt University Medical Center  
 Vaughan Regional Medical Center, LLC  
 VHS Acquisition Subsidiary Number 1, Inc.  
 VHS Acquisition Subsidiary Number 9, Inc.  
 Vicksburg Healthcare, LLC  
 Vidant Beaufort Hospital  
 Vidant Bertie Hospital  
 Vidant Chowan Hospital  
 Vidant Duplin Hospital  
 Vidant Edgecombe Hospital

Vidant Medical Center  
 Vidant North Hospital  
 Vidant Roanoke-Chowan Hospital  
 Viera Hospital  
 Wagner Community Memorial Hospital  
 Walker Baptist Medical Center  
 Walthall General Hospital  
 Washington County Hospital  
 Watertown Medical Center, LLC  
 Wayne County General Hospital (MS)  
 Webster County Memorial Hospital  
 Webster Memorial Hospital  
 Weirton Medical Center (WMC)  
 Weirton Medical Center, Inc.  
 Weiss Memorial Hospital  
 Wellington Regional Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Bristol Regional  
 Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Hancock County  
 Hospital  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Holston Valley  
 Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Lonesome Pine  
 Hospital  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Mountain View  
 Regional Medical Center  
 Wesley Children's Hospital  
 Wesley Health System, LLC  
 Wesley Long Hospital  
 Wesley Medical Center  
 Wesley Woodlawn Hospital & ER  
 West Boca Medical Center Inc.  
 West Florida Hospital  
 West Hills Hospital & Medical Center  
 West Marion Community Hospital  
 West Suburban Medical Center  
 West Valley Medical Center  
 West Virginia University Hospitals Inc.

Bullhead City Hospital Corporation d/b/a  
Western Arizona Regional Medical Center  
Western Reserve Hospital, LLC  
Westfields Hospital & Clinic  
Westlake Hospital  
Westside Regional Medical Center  
Wetzel County Hospital Inc.  
Wheeling Hospital  
White River Medical Center  
Whitesburg ARH Hospital  
Wilkes-Barre General Hospital  
Willamette Valley Medical Center, LLC  
William Newton Memorial Hospital  
Williamston Hospital Corporation d/b/a  
Martin General Hospital  
Willow Creek Women's Hospital  
Wilson N. Jones Regional Medical Center  
Winston Medical Center  
Winter Haven Hospital, Inc  
Woman's Hospital  
Woodford Hospital, LLC  
Piney Woods Healthcare System, L.P. d/b/a  
Woodland Heights Medical Center  
Woodridge Hospital  
WVU Medicine Children's  
Wythe County Community Hospital, LLC  
Yale New Haven Health Services  
Corporation  
Yalobusha County, MS General Hospital  
Yuma Regional Medical Center

**EXHIBIT B**

**List of Other Actions**

<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
Allegiance Specialty Hospital of Greenville, LLC et al. v. Abbvie, Inc., et al.	OH	Federal	NDOH	1:24-op-45006-DAP
Avera Gettysburg, et al. v. Teva Pharmaceutical Industries, et al.	MN	State	MN, 4th Judicial District	27-cv-23-17610
Baptist Healthcare System, Inc. (KY), et al. v. ABDC, et al.	KY	Federal	NDOH	1:18-op-46058-DAP
Baptist Hospital et al. (FL) v. McKesson, et al.	FL	Federal	NDOH	1:18-op-45073-DAP
Bon Secours (KY) Health System, Inc., et al. v. Purdue Pharma L.P., et al.	KY	Federal	NDOH	1:18-op-45819-DAP
Bon Secours (SC) Health System, Inc., et al. v. Purdue Pharma, LP, et al.	MD	Federal	NDOH	1:18-op-45821-DAP
Bon Secours (VA), Health System, et al. v. Purdue Pharma, LP, et al.	VA	Federal	NDOH	1:18-op-45820-DAP
Bowling Green-Warren County Community Hospital Corporation (KY), et al. v. Purdue Pharma L.P., et al.	KY	Federal	NDOH	1:20-op-45060-DAP
Clhg-Ruston, LLC v. ABDC, et al.	LA	Federal	NDOH	1:21-op-45040-DAP
Dallas County Hospital District (TX), et al. v. Amneal Pharmaceuticals, LLC, et al.	TX	State	TX, Dallas County	DC-19-18635
Drew Memorial Hospital (AR) v. Purdue Pharma L.P., et al.	AR	Federal	NDOH	1:18-op-45144-DAP
Eastern Maine Medical Center (ME), et al., v. Teva Pharmaceuticals USA, Inc., et al.	ME	State	ME, Cumberland County	CV-21-333
Erie County Medical Center Corporation (NY), et al. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	NDOH	1:21-op-45116-DAP
Fayetteville Arkansas Hospital Company, LLC (AR), et al. v. Amneal Pharmaceuticals, LLC, et al.	AR	State	AR, Washington County	72-cv-20-156
Florida Health Sciences Center, Inc. (FL), et al. v. Richard Sackler, et al.	FL	State	FL, Broward County	CACE19018882
Flushing Hospital Medical Center (NY) v. McKesson Corporation, et al.	NY	Federal	NDOH	1:19-op-45866-DAP
Fort Payne Hospital Corporation (AL), et al. v. McKesson Corporation, et al.	AL	State	AL, Conecuh County	21-CV-2021-900016
Gonzales (TX) Healthcare Systems v. McKesson Corporation, et al.	TX	Federal	NDOH	1:18-op-45867-DAP
Greenwood Leflore Hospital v. McKesson Corp. et al.	MS	Federal	NDOH	1:18-op-45551-DAP

<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
Jamaica Hospital Medical Center v. McKesson Corporation, et al.	NY	Federal	NDOH	1:19-op-45855-DAP
Kingman Hospital, Inc. (AZ), et al. v. Teva Pharmaceuticals USA, Inc., et al.	AZ	Federal	NDOH	1:21-op-45100-DAP
Lee Memorial Health System, d/b/a Lee Health (FL) v. Actavis LLC, et al.	FL	Federal	NDOH	1:21-op-45092-DAP
Lester E. Cox Medical Centers (MO), et al. v. Amneal Pharmaceuticals, LLC, et al.	MO	Federal	WDMO	6:22-cv-03192-MDH
Loretto Hospital of Chicago (IL) v. Purdue Pharma L.P., et al.	IL	Federal	NDOH	1:19-op-45455-DAP
Lovelace Health System, Inc. (NM) v. Purdue Pharma L.P., et al.	NM	Federal	NDOH	1:19-op-45458-DAP
Mennonite (PR), General Hospital, Inc., et al. v. Purdue Pharma L.P., et al.	PR	Federal	NDOH	1:19-op-45109-DAP
Mississippi Baptist Medical Center Inc. (MS), et al. v. Amneal Pharmaceuticals, LLC, et al.	MS	State	MS, Hinds County	1:20-cv-00291
North Mississippi Medical Center (MS), et al. v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45936-DAP
Paintsville Hospital Company, LLC (KY), et al. v. Amneal Pharmaceuticals, LLC, et al.	KY	Federal	NDOH	1:20-op-45293-DAP
Pearl River County Hospital (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:19-op-45659-DAP
Rosary Hall (OH), et al. v. Amerisourcebergen Drug Corporation, et al.	OH	Federal	NDOH	1:18-op-45610-DAP
Rush Health Systems (MS), Inc. v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45034-DAP
San Miguel Hospital Corporation v. Johnson & Johnson, et al.	NM	Federal	D.N.M.	1:23-cv-903-KWR
Sarasota Cty. Pub. Hosp. Dist. d/b/a Sarasota Mem. Healthcare Sys. v. Purdue Pharma L.P., et al.	FL	Federal	NDOH	1:18-op-46136-DAP
Sharkey-Issaquena Community Hospital (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45765-DAP
Singing River Health System (MS), et al. v. Nathan C. Grace, et al.	MS	Federal	NDOH	1:20-op-45127-DAP
South Central Regional Medical Center (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45763-DAP
Southwest Mississippi Regional Medical Center (MS), et al. v. ABDC, et al.	AL	Federal	NDOH	1:17-op-45175-DAP
St. Elizabeth Medical Center (KY), et al. v. Amerisourcebergen Drug Corp., et al.	KY	Federal	NDOH	1:18-op-46046-DAP
St. John's Riverside Hospital (NY) v. McKesson Corporation, et al.	NY	Federal	NDOH	1:21-op-45063-DAP

<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
St. Joseph's/Candler Health System, Inc. (GA) v. ABDC, et al.	GA	Federal	NDOH	1:20-op-45241-DAP
Takoma Regional Hospital (TN), et al. v. Purdue Pharma L.P., et al.	TN	Federal	NDOH	1:19-op-46165-DAP
Taylor Regional Hospital, Inc. (GA), v. AmerisourceBergen Drug Corp., et al.	GA	Federal	NDOH	1:18-op-46360-DAP
The DCH Health Care Authority (AL), et al. v. Purdue Pharma, L.P., et al.	AL	State	AL, Conecuh County	2019-cv-000007
Tucson Medical Center (AZ) v. Teva Pharmaceuticals USA, Inc., et al.	AZ	Federal	NDOH	1:22-op-45008-DAP
West Boca Medical Center (FL) v. ABDC, et al.	FL	Federal	NDOH	1:18-op-45530-DAP
West Virginia University Hospitals Inc., et al. v. Abbvie. Inc., et al.	OH	Federal	NDOH	1:24-op-45005-DAP
Winston Medical Center (MS) v. Purdue Pharma, L.P., et al.	MS	Federal	NDOH	1:18-op-45193-DAP

**EXHIBIT C**

**YOU MUST SUBMIT YOUR  
REGISTRATION FORM  
AND CLAIM FORM BY**

**<<DATE>>**

<<mail id>>

<<Name1>>

<<Name2>>

<<Rep>>

<<Biz>>

<<Address1>>

<<Address2>>

<<City>><<State>><<Zip>>

<<Foreign Country>>

<<Date>>

### **Submitting a Claim under the Acute Care Hospital Class Action Settlement Agreements**

To make a Claim for benefits under the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> reached in the litigation titled *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.) (the “Settlements”), a representative from your Acute Care Hospital must fill out the attached Registration Form and submit it via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) no later than [DATE]. Upon registration, a secure file transfer protocol (“SFTP”) link will be provided for you to submit the attached Claim Form and any supporting documentation. Claim Form and documentation submissions must be completed no later than [DATE]. Each Acute Care Hospital making a Claim must submit a separate Registration Form and Claim Form. You may obtain extra copies of all forms at [www.acutehospitalsettlement.com](http://www.acutehospitalsettlement.com). Your Allocated Amount for each Settlement will be determined in accordance with the attached Plan of Allocation.

**Deadline: If you do not complete and submit your Registration and Claim Forms by 5:00 p.m. Central Standard Time on [DATE], your Claim will be rejected and you will be precluded from receiving an Allocated Amount under the Acute Care Hospital Class Action Settlement Agreements. Do not send your Registration Form or Claim Form to the Court or to anyone other than the Notice and Claims Administrators.**

Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Acute Care Hospital Class Action Settlement Agreements in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.).

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], all of which are available at [www.acutehospitalsettlement.com](http://www.acutehospitalsettlement.com).



Class Members submitting Claims may be contacted by representatives of Class Counsel or the Notice and Claims Administrators for additional information regarding the Class Member's Claims.

A Class Member must do each of the following, according to the guidelines set forth below:

1. Complete the Registration Form electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com) and must be emailed to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com);

If the "Quick Pay" option is selected on the Registration Form in Section E, there is no further action needed unless directed by the Notice and Claims Administrators. If the "Quick Pay" option is **NOT** selected, a Class Member must complete the steps outlined in Items 3-6 below;

2. Once the Registration Form is received, the Notice and Claims Administrators will communicate instructions to you for accessing an SFTP;
3. Complete the Business Associate and Confidentiality Agreement (the "BAA") electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), and submit it via SFTP;
4. The Notice and Claims Administrators will provide you with an executed BAA via the SFTP to download for your records;
5. Complete the Claim Form, as applicable, electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com); and
6. Submit the completed Claim Form with all supporting documents and information requested therein, along with the requisite claims data as described in Section F.8 of the Claim Form, via SFTP.

**PLEASE NOTE THAT THE BAA, CLAIM FORM, AND ACCOMPANYING CLAIMS DATA ABOVE SHALL NOT BE SUBMITTED VIA EMAIL.** Instead, by submitting the Registration Form described in Item 1 above, you will receive instructions for accessing an SFTP to which the BAA, the Claim Form, and accompanying requisite claims data must be submitted.

**IT IS IMPORTANT THAT YOU ANSWER ALL QUESTIONS FULLY AND ACCURATELY. FAILURE TO PROVIDE THE REQUESTED INFORMATION, DATA, AND/OR DOCUMENTATION BY THE DEADLINE WILL CAUSE YOUR CLAIM TO BE REJECTED AND YOUR ACUTE CARE HOSPITAL WILL BE PRECLUDED FROM RECEIVING AN ALLOCATED AMOUNT.**

## PLAN OF ALLOCATION

- A. The Notice and Claims Administrators (A.B. Data Group and Cherry Bekaert Advisory, LLC) shall utilize this Plan of Allocation for the determination of all Claims, including any Allocated Amount due to any Qualifying Class Member under the proprietary Acute Care Hospital Allocation Model and Algorithm (the “Model”). The Notice and Claims Administrators will consider the eligibility of a Class Member with respect to each Settlement Class separately.
- B. The Model is prepared and operated by Cherry Bekaert Advisory, LLC (formerly known as Legier & Company, apac) and is consistent with the algorithm developed in the Purdue Pharma bankruptcy proceedings (Case No. 19-23649), and utilized thereafter in the Mallinckrodt, plc (Case No. 20-12522) and Endo (Case No. 22-22549) bankruptcy proceedings. Cherry Bekaert Advisory, LLC retains all intellectual property rights in the Model.
- C. A.B. Data Group shall mail the Notice to Class Members no later than twenty-one (21) calendar days following the entry of the Preliminary Approval Order pursuant to the Notice Plan. Following the occurrence of the Effective Date for each Settlement, A.B. Data Group will be authorized to remit payment to Qualifying Class Members under this Plan of Allocation. Cherry Bekaert Advisory, LLC shall manage the Settlement website [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), shall issue SFTP links upon a Class Member timely submitting the Registration Form, and shall process all timely submissions for determining eligibility for an Allocated Amount under the Model.
- D. Any Qualifying Class Member may participate in the Quick Pay option by submitting via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) a completed Registration Form (1) agreeing to be bound by the terms of each of the four Acute Care Hospital Class Action Settlement Agreements and (2) accepting the terms of the Quick Pay option in this Plan of Allocation. The default Quick Pay Amount shall be \$5,000. However, if one or more Settlements is not approved, or if a Class Member is ineligible for one or more Settlements by reason of a prior release, then the Quick Pay Amount owed shall be reduced, proportionally, based upon a comparison of the Up-Front Settlement Amount contributed by the Settling Defendant(s) in the Settlement(s) at issue with the total Up-Front Settlement Amounts of the four Settlements. The Up-Front Settlement Amount is the amount in cash to be paid into escrow by the Settling Defendant under its Settlement Agreement by no later than thirty (30) days following the Effective Date of the Settlement Agreement. Following a determination of the Class Member’s eligibility to participate in each of the four Acute Care Hospital Class Action Settlement Agreements, Qualifying Class Members electing Quick Pay will be disbursed funds within forty-five (45) days of the Effective Date of the approved Settlements.
- E. A Class Member may elect to participate in the more detailed damages calculation using the Model, which may result in an Allocated Amount greater (but not less) than the Class Member’s Quick Pay Amount. This process requires the Class Member to establish through requisite claims data (see Claim Form Section F.8) that it has calculable damages under the Model. The rejection or denial of a claim under the Model will result in a Qualifying Class Member receiving their Quick Pay Amount after an eligibility determination is made.
- F. Under the Model, Cherry Bekaert Advisory, LLC shall determine the Allocated Amount distributable to each Qualifying Class Member who has not elected Quick Pay based on: (1) the diagnostic codes associated with operational charges incurred by the Qualifying Class Member in connection with the treatment of OUD patient encounters in (a) the Emergency

Department, (b) Inpatient settings, and (c) Outpatient settings;<sup>2</sup> (2) the portion of such charges that were not reimbursed; and (3) the following distribution determination factors and weights:<sup>3</sup>

<b>Factors</b>	<b>Weighting %</b>
MMEs	10%
OD Rates	10%
Opioid Deaths	5%
Operational Impact	35%
Opioid Patient %	15%
Litigation Participation	25%
<b>Total</b>	<b>100.00%</b>

The above factors are defined as follows:

1. Units of morphine milligram equivalents (“MMEs”) shipped into the Qualifying Class Member’s service area (“Service Area”) during the period of January 1, 2006 through December 31, 2014 (the “Measurement Period”);
2. Opioid use disorder rates (“OD Rates”) at the state level, prorated for each Qualifying Class Member;
3. Opioid overdose deaths in the Qualifying Class Member’s Service Area (“Opioid Deaths”);
4. Operational impact calculated using the Qualifying Class Member’s opioid diagnoses codes, and charge and reimbursement data (“Operational Impact”);
5. The Qualifying Class Member’s opioid related patients as a percentage of its total patients (“Opioid Patient %”);
6. Participation in active litigation against an Opioid Manufacturer and/or any Settling Defendant<sup>4</sup> (“Litigation Participation”) by commencing a civil action in a state or federal court and engaging in the following activities:<sup>5</sup>
  - (a) Hosting expert visits for the purpose of enabling the experts to engage with hospital personnel on the opioid epidemic at the hospital, and to review hospital policies, procedures, and programs regarding opioids;
  - (b) Producing claims data to the Settling Defendants;

<sup>2</sup> Refer to the Claim Form and instructions for the claims data details. Physician office visits and non-acute care visits should NOT be included in the data provided.

<sup>3</sup> The “Model” calculates a Qualifying Class Member’s loss resulting from its treatment of patients with OD and other opioid diagnoses in the emergency department and inpatient and outpatient settings, considering, among other things, the total charges and collections, including a causation algorithm applied to each patient encounter.

<sup>4</sup> The Settling Defendants means the Released Entities defined in each of the Acute Care Hospital Class Action Settlement Agreements.

<sup>5</sup> This participation factor is weighted at 25%, to be split equally amongst sub-factors (a)-(d).

- (c) Actively engaging in discovery by, e.g., responding to interrogatories and requests for production or admissions; supplying hospital financial documents, policies and procedures, custodial emails, and/or dispensing and discharge prescription data in response to requests by Settling Defendants or orders of a court; providing 30(b)(6) and/or fact witness testimony; propounding discovery to Settling Defendants; formally disclosing expert opinions consistent with federal and/or state court rules; or engaging in motion practice before a court and/or a special master; and
  - (d) Obtaining a court-ordered trial date.
- G. Qualifying Class Members shall be paid no more than ninety (90) days following the Effective Date of a Settlement Agreement for which the Qualifying Class Member has submitted a Claim, on a *pro rata* basis (up to the available amounts in the Net Settlement Funds) in a manner to be determined by Cherry Bekaert Advisory, LLC. Qualifying Class Members that submit a valid Claim will receive a payment of no less than what they would be entitled to receive from that Settlement under the “Quick Pay” option. A Qualifying Class Member will receive maximum payment if it submits a valid Claim for all four Settlements and the Effective Date for all four Settlements occurs.
- H. An Acute Care Hospital that previously received an allocation from the Chapter 11 Bankruptcy cases of Mallinckrodt, plc (Case No. 20-12522), and/or Endo (Case No. 22-22549) may direct the Notice and Claims Administrators (or their agents or representatives) to utilize in this claims process (to the extent applicable), the claims data, and/or information submitted in those claims processes.
- I. In order to encourage the development of innovative and effective hospital-led abatement programs, the Special Master, in consultation with the Notice and Claims Administrators, may elect to award up to \$3,000,000.00 of Net Settlement Funds to one non-profit Qualifying Class Member that maintains a formal abatement plan and OUD treatment program, in addition to any Allocated Amount that the non-profit Qualifying Class Member receives. A separate Notice will be sent alerting all Acute Care Hospitals of the process for making applications to receive these funds. The Special Master shall in his sole discretion award the funds.

**EXHIBIT D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA  
VISTA REGIONAL HOSPITAL,  
on behalf of itself and all others  
similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

**CLAIM REGISTRATION FORM / “QUICK PAY” ELECTION FORM**

## CLAIM REGISTRATION FORM / “QUICK PAY” ELECTION FORM

### Claim Registration Form / “Quick Pay” Election Form Deadline (the “Registration Form Deadline”): [INSERT DATE]

Please provide the following information to the Notice and Claims Administrators by completing this Claim Registration Form (the “Registration Form”) and emailing it to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) prior to completing the Claim Form. Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> (the “Settlement Agreements”) in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.), available on the settlement website at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). Each entity making a Claim (“Claimant”) must submit a separate Registration Form.

To be eligible to make a Claim, the Claimant must fall within one or more of the following categories:

- (1) Claimant is an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through the [date of entry of the Preliminary Approval Order], and is not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlement Agreements, Claimant must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) Claimant is listed on Exhibit A to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim; and/or
- (3) Claimant is one of the Plaintiffs in the Other Actions listed on Exhibit B to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim.

Exhibits A and B to each Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Settlement Class for that particular Settlement.<sup>2</sup> A Class Member may be eligible to make a Claim for one or more Settlements.

A Claimant is ineligible for recovery under a particular Settlement Agreement if any of its Released Claims were released in any other settlement with the Settling Defendant(s) that are party

---

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE] available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

<sup>2</sup> Inclusion of an entity on Exhibit A and/or as a Plaintiff in the Other Actions listed on Exhibit B to a particular Settlement does not determine whether that entity is eligible for any other Settlement.

to that Settlement Agreement.<sup>3</sup> A Claimant may be ineligible for recovery under one or more Settlement Agreement(s), but still be eligible for recovery under other Settlement Agreements if it meets the eligibility criteria for those other Settlement Agreements.

A Claimant that submits a Registration Form or Claim Form may be contacted by representatives of Class Counsel or by the Notice and Claims Administrators for additional information regarding the Class Member's claims.

The Claim Deadline is 5:00 p.m. Central Standard Time [DATE]. **HOWEVER, in advance of this Claim Deadline you must first submit this Registration Form by the Registration Form Deadline on [DATE] to allow sufficient time for submission of all other required documents and information required to process your Claim.** Your Claim will be rejected and you will be precluded from receiving an Allocated Amount by the Acute Care Hospital Class Action Settlement Agreements if this Registration Form is not received by the Registration Form Deadline. Do not send your Registration Form and Claim Form to the Court or to anyone other than the Notice and Claims Administrators.

A person who files a fraudulent claim on behalf of a Class Member may, at a minimum, be fined up to \$500,000.00, imprisoned for up to five years, or both, in accordance with 18 U.S.C. §§ 152, 157.

---

<sup>3</sup> Exclusion of a Claimant from one Settlement Agreement on this basis does not necessarily prevent a Claimant from being eligible for the other Settlement Agreements identified in Footnote 1.



**A. Claimant Information**

Please provide the information in Section A for the Claimant:

1. Name of Acute Care Hospital:			
2. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
3. Ownership (Check the one that applies):	Current Owner		Former Owner
4. Name of Operating Entity:			
5. Federal Employer Identification Number of Operating Entity:	-		

**B. Contact Information**

Please provide the information in Section B where notices should be sent:

1. Contact Name:			
2. Contact Title:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(    )    -		
5. Email:			
By filling out this Registration Form, you are deemed to consent to receipt of this notice by email.			

**For promptness and accuracy, we prefer to contact you by email and will do so if possible. Accordingly, please provide your email address. If necessary, we may also contact you by phone or by U.S. mail.**

**C. Attorney Information**

1. Is your Acute Care Hospital submitting this Registration Form with the assistance of an attorney?

Yes ☐

No ☐

**If yes, please provide your attorney's name, phone number, mailing address, and email:**

1. Attorney Contact Name:			
2. Law Firm Name:			
3. Address:	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
6. Federal Employer Identification Number of Law Firm:     -			
By filling out this Registration Form, you are deemed to consent to receipt of this notice by email.			

2. Do you want any potential payment mailed to your attorney?

Yes ☐

No ☐

**D. Naloxone Kit Program Registration**

Under the Teva Defendants Class Action Settlement Agreement (“Teva Settlement”), Class Members are eligible to receive, free of charge, Naloxone Hydrochloride Nasal Spray kits (4 mg strength) as listed in Teva’s generics catalog, which can be viewed at [www.tevagenerics.com](http://www.tevagenerics.com) through 2030 (the “Naloxone Kit Program”). Participation in the Naloxone Kit Program is voluntary, does not impact your ability to receive any other benefit, and is subject to the terms and conditions in the Teva Settlement and the Product Allocation Plan.

**1. Do you want to register for the Naloxone Kit Program?**

Yes ☐

No ☐

**E. Calculation of Allocated Amount and Quick Pay Election**

The Acute Care Hospital Class Action Settlement Agreements provide benefits to certain Claimants who can establish “Eligible Damages,” and allocates available settlement funds to Qualifying Class Members (“Allocated Amount”). A copy of the settlement agreements and Plan of Allocation may be found at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). To determine your Allocated Amount under these Settlement Agreements, you must submit claims data. For purposes of the Settlements, you, as a Class Member, are eligible for an Allocated Amount if you are a Qualified Class Member that treated patients with OUD and/or other opioid-related conditions and, as a result of that care, you suffered identifiable operational losses reflected in your claims data, including losses reflected in the charges to payments ratio for various treatment codes.

**If you do not wish to complete a Claim Form and submit the data necessary to calculate an Allocated Amount, you may elect to receive your “Quick Pay Amount” instead. Subject to the Plan of Allocation, the Quick Pay Amount is \$5,000 and will be disbursed within 45 days of the Effective Date of the Settlement Agreements. Any eligible Class Member may elect to receive their Quick Pay Amount by answering the questions below:**

- 1. Do you agree to be bound by the terms of each of the four Acute Care Hospital Class Action Settlement Agreements and to participate in the Quick Pay option?**

Yes ☐ No ☐

- 2. If yes, please sign and verify below:**

**F. Supporting Documentation**

**Important notices regarding submission to the jurisdiction of the Court in New Mexico**

By the filing of this Registration Form, you hereby submit to the jurisdiction of the United States District Court, District of New Mexico for the purposes of this Claim.

**Verification of Properly Submitted Claim**

The benefits provided by the Acute Care Hospital Class Action Settlement Agreements are for the operational losses to Class Members resulting from providing treatment to individuals with substance use disorder, opioid use disorder, or other opioid-related conditions. By submitting this Registration Form, you verify that other than what you disclosed in this Registration Form, you have not otherwise been reimbursed or compensated for the costs and expenses you are seeking.

By submitting this Registration Form, you verify, under oath and penalty of perjury, that, to the best of your knowledge, all the damages for which you seek benefits in this Registration Form relate to your provision of medical treatment in an emergency department, inpatient, or outpatient setting at an Acute Care Hospital.

**G. Certification**

**I certify that I am authorized to sign this Registration Form, and I understand that an authorized signature on this Registration Form serves as an acknowledgement that I have a reasonable belief that the information is true and correct.**

**I certify that the Settlement Class Member has authority to release all Released Claims as identified in the following Settlement Agreements on behalf of itself and all other entities who are Releasers by virtue of their relationship or association with it.**

**I certify that the Settlement Class Member I am submitting this Registration Form on behalf of is eligible to receive funds under the following Settlement Agreements:**

**1. Distributor Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**2. Janssen Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**3. Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**4. Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

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

Your typed signature and submission of this Registration Form will have the same force and effect as if you signed the Registration Form on paper, which you may do alternatively.

Signature: \_\_\_\_\_

Executed on date (MM/DD/YYYY): \_\_\_\_\_

Print the name of the person who is completing and signing this claim.

Name (First Middle Last): \_\_\_\_\_

Title: \_\_\_\_\_

Acute Care Hospital: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_



**EXHIBIT E**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

**CLAIM FORM**

## CLAIM FORM

**Claim Deadline:** [DATE]

Please read the instructions carefully before filling out this Claim Form (this “Claim Form”). Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> (the “Settlement Agreements”) in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.) available on the settlement website at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). Each entity making a Claim (“Claimant”) must submit a separate Claim Form.

To be eligible to make a Claim, the Claimant must fall within one or more of the following categories:

- (1) Claimant is an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through the [date of entry of the Preliminary Approval Order], and is not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlement Agreements, Claimant must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) Claimant is listed on Exhibit A to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim; and/or
- (3) Claimant is one of the Plaintiffs in the Other Actions listed on Exhibit B to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim.

Exhibits A and B to each Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Settlement Class for that particular Settlement.<sup>2</sup> A Class Member may be eligible to make a Claim for one or more Settlements.

A Claimant is ineligible for recovery under a particular Settlement Agreement if any of its Released Claims were released in any other settlement with the Settling Defendant(s) that are party to that

---

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE] available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

<sup>2</sup> Inclusion of an entity on Exhibit A and/or as a Plaintiff in the Other Actions listed on Exhibit B to a particular Settlement does not determine whether that entity is eligible for any other Settlement.

Settlement Agreement.<sup>3</sup> A Claimant may be ineligible for recovery under one or more Settlement Agreement(s), but still be eligible for recovery under other Settlement Agreements if it meets the eligibility criteria for those other Settlement Agreements.

A Claimant that submits a Registration Form or Claim Form may be contacted by representatives of Class Counsel or by the Notice and Claims Administrators for additional information regarding the Class Member's claims.

The submission of this Claim Form by the claim deadline of 5:00 p.m., Central Standard Time, on [DATE] (the "Claim Deadline") is a prerequisite to eligibility for an Allocated Amount but does not guarantee that a Class Member will be deemed eligible to receive an Allocated Amount. If a Class Member is deemed eligible to receive an Allocated Amount, the information provided in this Claim Form will be used to determine each such Allocated Amount. Class Members may redact information on this Claim Form or any attached documents as they deem necessary, although redactions may impact the Notice and Claims Administrators' determinations as to eligibility or the Allocated Amount. A Class Member shall only submit through the Secure File Transfer Protocol ("SFTP") link *copies* of any documents that support a claim and shall not mail or transmit hard copies or original documents; documents submitted may be destroyed after scanning and will not be returned to the Class Member.

A person who files a fraudulent claim on behalf of a Class Member may, at a minimum, be fined up to \$500,000.00, imprisoned for up to five years, or both, in accordance with 18 U.S.C. §§ 152, 157. Class Members shall provide the information requested that is, to the best of their knowledge, current and valid as of the date this Claim Form is completed and delivered to the Notice and Claims Administrators.

---

<sup>3</sup> Exclusion of a Claimant from one Settlement Agreement on this basis does not necessarily prevent a Claimant from being eligible for the other Settlement Agreements identified in Footnote 1.

Please provide the following information to the Notice and Claims Administrators by delivering this completed Claim Form by secure file transfer protocol (“SFTP”) according to the instructions that will be provided to you once you register) prior to the Claim Form Deadline set forth on page 1 of this Claim Form.

**Failure to submit a completed copy of this Claim Form by the Claim Deadline set forth on page 1 of this Claim Form may disqualify you from receiving an Allocated Amount. Additionally, failure to complete any portion of the Claim Form or to provide requisite claims data (as described herein) may result in a reduced Allocated Amount or disqualification from receiving an Allocated Amount.**

### A. Claimant Information

Please provide the information in Section A for the Claimant:

1. Name of Acute Care Hospital:			
2. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
3. Duration of Ownership:	Date Acquired/Opened		Date Sold/Closed
4. Number of Staffed Beds <sup>4</sup> :			
5. Name of Operating Entity:			
6. Federal Employer Identification Number of Operating Entity:	_____ - _____		
7. Claimant Number: If you received a Claimant Number after you completed your Registration Form, please provide that four-digit Claimant Number.	_____		

<sup>4</sup> The number of beds reported from a hospital’s most recent Medicare cost report (W/S S-3, Part I, line 7 column 2). Cost report instructions define staffed beds as, “the number of beds available for use by patients at the end of the cost reporting period. A bed means an adult bed, pediatric bed, birthing room, or newborn bed maintained in a patient care area for lodging patients in acute, long-term, or domiciliary areas of the hospital. Beds in labor room, birthing room, post-anesthesia, postoperative recovery rooms, outpatient areas, emergency rooms, ancillary departments, nurses’ and other staff residences, and other such areas which are regularly maintained and utilized for only a portion of the stay of patients (primarily for special procedures or not for inpatient lodging) are not termed a bed for these purposes.”

**B. Contact Information**

Please provide the information in Section B where notices should be sent:

1. Contact Name:			
2. Contact Title:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
By filling out this Claim Form, you are deemed to consent to receipt of this notice by email.			

**For promptness and accuracy, we prefer to contact you by email and will do so if possible. Accordingly, please provide your email address. If necessary, we may also contact you by phone or by U.S. mail.**

**C. Attorney Information**

1. Is your Acute Care Hospital submitting this Claim Form with the assistance of an attorney?

Yes ☐

No ☐

**If yes, please provide your attorney's name, phone number, mailing address, and email:**

1. Attorney Contact Name:			
2. Law Firm Name:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
6. Federal Employer Identification Number of Law Firm:	-		
By filling out this Claim Form, you are deemed to consent to receipt of this notice by email.			

2. Do you want any potential payment mailed to your attorney?

Yes ☐

No ☐

**D. W-9 Form**

If Yes was selected in Section C.2, please complete a W-9 Form for the law firm identified in Section C of this Claim Form and return it with this Claim Form. If not working with an attorney or if No was selected in Section C.2, please complete the W-9 Form attached hereto and return it with this Claim Form for the Claimant identified in Section A of this Claim Form.

**E. Payment Information**

Payment checks will be mailed to the law firm identified in Section C of this Claim Form if Yes was selected in Section C.2. If not working with an attorney or if No was selected in Section C.2, the check will be mailed to the contact person identified in Section B.

**F. Additional information for Claimants seeking calculated amounts (non-Quick-Pay option)**

If you wish to claim an Allocated Amount on the basis of a calculated amount, and not the Quick-Pay option as defined in the Registration Form and Plan of Allocation, you must complete this Section F, including all of the data identified in Item 8 below.<sup>5</sup> **Failure to provide claims data for the entire time period from January 1, 2015 through December 31, 2020 may result in a reduction in Operational Impact, as defined in the Plan of Allocation.**

1. Have you, as of the date of the completion of this Claim Form, provided to the Notice and Claims Administrators all of the requisite claims data relating thereto (as described in Item 8 below) to the best of your knowledge?<sup>6</sup> ☐ Yes ☐ No
2. Are you a named plaintiff in any active cause of action against opioid manufacturers, distributors, or pharmacies? ☐ Yes ☐ No
  - a. If yes, please indicate whether the active cause of action is pending (check one below and provide the case number):
    - i. in the Multidistrict Litigation, Case No. 1:17-md-2804: ☐
    - ii. in federal court: ☐ Case Number: \_\_\_\_\_
    - iii. in state court: ☐ Case Number: \_\_\_\_\_
  - b. If yes, attach a copy of the most recently filed Complaint.
3. Is the hospital/facility listed above:
  - a. a hospital not owned or operated by a federal, state, county, parish, city, or other municipal government that (i) provides inpatient medical care and other related services for surgery, acute medical conditions, or injuries for a period of treatment time that is, on average, less than 25 days; and (ii) either (a) appears as active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (b) includes an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
  - b. an entity listed on Exhibit A to the Acute Care Hospital Settlement Agreements for

---

<sup>5</sup> The Notice and Claims Administrators and the Special Master shall have complete discretion to determine whether a Claimant has complied with this requirement.

<sup>6</sup> A Claimant who previously timely filed a Claim to the Hospital Trust in the Chapter 11 case of Mallinckrodt plc, et al., No. 20-12522 in the United States Bankruptcy Court for the District of Delaware that contained all of the requisite claims data from January 1, 2015 through December 31, 2020 and was approved for an allocation need not complete Item 8 below.



which it is submitting a claim; and/or

- c. a Plaintiff in the Other Actions listed on Exhibit B to the Acute Care Hospital Settlement Agreements for which it is submitting a claim?

☐ Yes ☐ No

4. Has the Acute Care Hospital listed above hosted experts' visits at the Acute Care Hospital for the purpose of enabling the experts to engage with hospital personnel on the opioid epidemic at the hospital, and to review hospital policies, procedures, and programs regarding opioids?  
☐ Yes ☐ No

5. Has the Acute Care Hospital listed above produced claims data (as described in Item 8 below herein) to the Settling Defendants, for the cause of action noted in Item 2(a) above?  
☐ Yes ☐ No

6. Has the Acute Care Hospital listed above actively engaged in discovery, for the cause of action, if any, noted in Item 2(a) above? ☐ Yes ☐ No

If yes, please indicate below those activities in which the Acute Care Hospital has actively engaged<sup>7</sup>:

- a. Responded to interrogatories and requests for production and requests for admissions?  
☐ Yes ☐ No
  - b. Supplied hospital financial documents, policies and procedures, custodial emails, dispensing and discharge prescription data in response to requests by Settling Defendants or orders of a court? ☐ Yes ☐ No
  - c. Provided 30(b)(6) and/or fact witness testimony? ☐ Yes ☐ No
  - d. Propounded discovery to Settling Defendants? ☐ Yes ☐ No
  - e. Formally disclosed expert opinions consistent with federal and/or state court rules?  
☐ Yes ☐ No
  - f. Engaged in motion practice before a court and/or a special master?  
☐ Yes ☐ No
7. Did the Acute Care Hospital listed above have a court-ordered trial date, for the cause of action, if any, noted in Item 2(a) above?  
☐ Yes ☐ No

If yes, please enter the court ordered trial date: \_\_\_\_\_

8. For all inpatient and outpatient discharges during the period January 1, 2015 through December 31, 2020, from the Acute Care Hospital listed above, please provide the following data in CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File to be used in connection with the determination of the Allocated Amount. **An example of the data**

---

<sup>7</sup> To receive the 5% weight for this participation factor, the Acute Care Hospital must have participated in at least three of the six identified activities.

**formatting is set forth in Exhibit A. This data should be in a separate CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File for each Acute Care Hospital.** Physician office visits and non-acute care visits should **NOT** be included in data provided.

For the CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File, please include in the file name the Name of the Acute Care Hospital, City and State where located and Date Range of Data Provided, for example, PhoenixGeneral-Phoenix-AZ-Jan09-Dec12.csv. If more than one file is provided due to size limitations, each file name will be the same with only the date range of the data provided changing (e.g., PhoenixGeneral-Phoenix-AZ-Jan13-Dec20.csv).

It is important to note, and as further described below, that the following data for each visit/discharge will need to be repeated on each row corresponding to each different ICD diagnosis code (except for ICD diagnosis code, ICD diagnosis code description and ICD diagnosis code priority). The data for the ICD diagnosis codes, ICD diagnosis code descriptions and ICD diagnosis code priority for each visit/discharge will therefore be unique to each row. For example, if a visit has 18 ICD diagnosis codes, there would be 18 rows/lines for that visit/discharge with each line containing a different ICD diagnosis code, ICD diagnosis code description and ICD diagnosis code priority. For all other data fields such as Patient Medical Record Number, Date of Discharge, etc. this data will be the same, and thus repeated, on all 18 rows/lines for that visit/discharge.

To the extent the qualifying Acute Care Hospital utilizes a coding system for any columns/data fields, please provide an index to explain the contents of any column/data field to the secure portal provided by the Notice and Claims Administrators. For example, the Patient Type data provided includes a 1, 2, or 3 and these respective contents are 1=Inpatient, 2=Outpatient, and 3=Emergency.

Please also ensure that all columns/data fields that may contain commas are updated so that such columns/data fields are placed in quotations when populating the CSV or Pipe-Delimited Electronic Text File. The columns/data fields that often contain commas include, but are not limited to, Attending Physician Name, DRG and ICD Diagnosis Code Descriptions.

Once the CSV (Comma Delimited) or Pipe-Delimited Electronic Text File is prepared, **please review the data VERY CAREFULLY** to confirm the data in each column contains the applicable data for that respective column's data field description. For example, payment amounts (Total Payments) should not be shown in the DRG Code column/data field or ICD Diagnosis Code column/data field should not be blank or designated null for a patient visit without an explanation, etc. In conducting your review, this will require that you "reality test" your data before submission to ensure that it does not contain obvious errors and inconsistencies. **Each Class Member will be provided a secure portal by the Notice and Claims Administrators to upload an executed Business Associate Agreement ("BAA")**

with Cherry Bekaert Advisory, LLC (formerly known as Legier & Company, apac), and upload this requisite claims data to the secure portal.

<b>Column</b>	<b>Data Fields</b>	<b>Definitions and Clarifications</b>
<b>a.</b>	<b>Name</b>	Name of hospital/facility for which data is provided.
<b>b.</b>	<b>Address</b>	Address of hospital/facility for which data is provided.
<b>c.</b>	<b>City</b>	City of hospital/facility for which data is provided.
<b>d.</b>	<b>State</b>	State of hospital/facility for which data is provided.
<b>e.</b>	<b>Zip Code</b>	Zip Code of hospital/facility for which data is provided.
<b>f.</b>	<b>CMS Certification Number</b>	Provide a Center for Medicare & Medicaid Services Number (formerly known as the Medicare Provider Number). This should be a six-digit Medicare certification number for a hospital/facility.
<b>g.</b>	<b>Patient Medical Record #</b>	
<b>h.</b>	<b>Patient Account #</b>	
<b>i.</b>	<b>Payor Financial Class Description</b>	e.g., Blue Cross, Medicaid, Private Pay, etc.
<b>j.</b>	<b>Patient Type</b>	e.g., Inpatient or Outpatient. Hospital-related clinics or physician office visits should NOT be included in data provided.
<b>k.</b>	<b>Custom Patient Type</b>	e.g., Inpatient Psych, Outpatient Single Visit, Surgery, Lab, etc. Hospital-related clinics or physician office visits should NOT be included in data provided.
<b>l.</b>	<b>Date of Admission</b>	
<b>m.</b>	<b>Date of Discharge</b>	
<b>n.</b>	<b>Length of Stay (days)</b>	
<b>o.</b>	<b>Admission Type Description</b>	e.g., Emergency, Reservation, Reference Lab, etc.
<b>p.</b>	<b>Discharge Disposition Description</b>	e.g., Discharge Home, Nursing Home, Expired, etc.
<b>q.</b>	<b>Patient Date of Birth</b>	
<b>r.</b>	<b>Patient Age at Discharge</b>	
<b>s.</b>	<b>Patient Gender</b>	
<b>t.</b>	<b>Patient Race</b>	

<b>Column</b>	<b>Data Fields</b>	<b>Definitions and Clarifications</b>
<b>u.</b>	<b>Patient City</b>	
<b>v.</b>	<b>Patient State</b>	
<b>w.</b>	<b>Patient Zip Code</b>	
<b>x.</b>	<b>Attending Physician Name</b>	
<b>y.</b>	<b>Total Charges</b>	
<b>z.</b>	<b>Total Payments</b>	Total Payments should only contain actual payments received (e.g., insurance/self-pay). It should NOT include adjustments, bad debt, write-offs or contractual adjustments.
<b>aa.</b>	<b>DRG Code</b>	Provide a Diagnosis-Related Group (“DRG”) code for each inpatient visit/discharge.
<b>ab.</b>	<b>DRG Code Description</b>	Provide a DRG code description for the above DRG code.
<b>ac.</b>	<b>All ICD Diagnosis Codes</b>	For each visit/discharge, provide all International Classification of Disease (“ICD”) diagnosis codes (ICD-9 or ICD-10, as applicable) associated with each patient visit/discharge. Note: In most instances you should have multiple ICD diagnosis codes for a patient visit/discharge. Each of these ICD Diagnosis Codes related to each patient’s visit should NOT be listed in multiple columns but rather each ICD diagnosis code should be listed in the same single column with each ICD diagnosis code shown on separate rows within the same single column. See Exhibit A.
<b>ad.</b>	<b>ICD Diagnosis Code Descriptions</b>	Provide ICD diagnosis code descriptions for the above ICD diagnosis codes.
<b>ae.</b>	<b>ICD Diagnosis Code Priority</b>	Provide whether each ICD diagnosis code is a Primary, Secondary, Tertiary, etc. diagnosis. These categories must be expressed in terms of a numerical code such as 1=Primary, 2=Secondary, 3=Tertiary, etc.
<b>af.</b>	<b>Mother’s MRN (if applicable)</b>	This field pertains only to Acute Care Hospitals that deliver newborn babies or have a neonatal unit. If this visit/charge is for a birth mother, then this field should be blank as it would be the same MRN as the patient reported in row g. above. However, if this visit/charge pertains to a baby, then this field should contain the mother’s MRN so that there can be a mother/baby link associated therewith.
<b>ag.</b>	<b>Baby’s MRN (if applicable)</b>	This field pertains only to Acute Care Hospitals that deliver newborn babies or have a neonatal unit. If this visit/charge is for a baby, then this field should

Column	Data Fields	Definitions and Clarifications
		be blank as it would be the same MRN as the patient reported in row g. above. However, if this visit/charge pertains to a birth mother, then this field should contain the Baby's MRN so that there can be a mother/baby link associated therewith.

**G. Certification**

**I certify that I am authorized to sign this Claim Form and I understand that an authorized signature on this Claim Form serves as an acknowledgement that I have a reasonable belief that the information is true and correct.**

**I certify that the Settlement Class Member has authority to release all Released Claims as identified in the following Settlement Agreements on behalf of itself and all other entities who are Releasors by virtue of their relationship or association with it.**

**I certify that the Settlement Class Member I am submitting this Claim Form on behalf of is eligible to receive funds under the following Settlement Agreements:**

**1. Distributor Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**2. Janssen Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**3. Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**4. Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

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

Your typed signature and submission of this Claim Form will have the same force and effect as if you signed the Claim Form on paper, which you may do alternatively.

Signature:

\_\_\_\_\_

Executed on date (MM/DD/YYYY):

\_\_\_\_\_

Print the name of the person who is completing and signing this claim.

Name (First Middle Last): \_\_\_\_\_

Title: \_\_\_\_\_

Acute Care Hospital: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## CLAIM FORM

## Data Request Example

EXHIBIT A

	A	B	C	D	E	F	G	H	I	J
1	Hospital Name	Hospital Address	Hospital City	Hospital State	Hospital Zip	CMS Certification Number	Patient Medical Record #	Patient Account #	Payor Financial Class Description	Patient Type
2	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
3	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
4	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
5	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12346	Blue Cross	Outpatient
6	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12346	Blue Cross	Outpatient
7	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	999	A12399	Blue Cross	Outpatient
8	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	102	A12356	Medicare	Inpatient
9	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	102	A12356	Medicare	Inpatient
10	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
11	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
12	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
13	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
14	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
15	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12368	Champus	Emergency
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										



## CLAIM FORM

## Data Request Example

**EXHIBIT A**

	K	L	M	N	O	P	Q	R	S
1	Custom Patient Type	Date of Admission	Date of Discharge	Length of Stay	Admission Type Description	Discharge Disposition Description	Patient Date of Birth	Patient Age	Patient Gender
2	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
3	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
4	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
5	OB	2/28/2017	3/1/2017		1 O/P Observation	Discharge Home	4/1/1980	36 Female	
6	OB	2/28/2017	3/1/2017		1 O/P Observation	Discharge Home	4/1/1980	36 Female	
7	Nursery	2/28/2017	2/28/2017		1 O/P Observation	Discharge Home	2/28/2017	0 Female	
8	Lab	4/15/2016	4/18/2016		3 Transfer	Discharge Home	1/1/1955	61 Male	
9	Lab	4/15/2016	4/18/2016		3 Transfer	Discharge Home	1/1/1955	61 Male	
10	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
11	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
12	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
13	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
14	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
15	ER	7/4/2017	7/4/2017		1 Emergency	Discharge Home	2/1/1975	42 Female	
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									

There is only one column for ICD Code. Therefore, each patient stay must be replicated as many times as necessary to provide all of the ICD Codes associated with the stay. For example, a patient stay with five ICD Codes would be listed in five rows (e.g., the 12/10/2016 stay of patient 103).

## CLAIM FORM

## Data Request Example

EXHIBIT A

	T	U	V	W	X	Y	Z	AA	AB	AC
1	Patient Race	Patient City	Patient State	Patient Zip Code	Attending Physician Name	Total Charges	Total Payments	DRG Code	DRG Code Description	ICD Diagnosis Code
2	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	B974
3	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	B998
4	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	F1110
5	African American	Shelbyville	US State	12345	Doe, John	\$500.00	\$125.00			G459
6	African American	Shelbyville	US State	12345	Doe, John	\$500.00	\$125.00			A419
7	African American	Shelbyville	US State	12345	Doe, John	\$600.00	\$125.00	795	Normal Newborn	L22
8	Caucasian	Shelbyville	US State	12345	Smith, Jane	\$2,000.00	\$725.00	603	Cellulitis w/o MCC	Z431
9	Caucasian	Shelbyville	US State	12345	Smith, Jane	\$2,000.00	\$725.00	603	Cellulitis w/o MCC	T148
10	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	E861
11	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	J209
12	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	Z041
13	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	T1491
14	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	N179
15	African American	Springfield	US State	12367	Doe, John	\$1,000.00	\$200.00			F1199
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										

There is only one column for ICD Code. Therefore, each patient stay must be replicated as many times as necessary to provide all of the ICD Codes associated with the stay. For example, a patient stay with five ICD Codes would be listed in five rows (e.g., the 12/10/2016 stay of patient 103).

## CLAIM FORM

## Data Request Example

EXHIBIT A

	AD	AE	AF	AG
	ICD Diagnosis Code Description	ICD Diagnosis Code Priority	Mom's Medical Record #	Baby's Medical Record #
1				
2	Respiratory syncytial virus as the cause of diseases classified elsewhere	1		999
3	Other infectious disease	3		999
4	Opioid Abuse - Uncomplicated	2		999
5	Transient Cerebral Ischemic Attack - Unspecified	2		999
6	Sepsis - Unspecified Organism	1		999
7	Diaper Dermatitis	1	101	
8	Encounter For Attention To Gastrostomy	1		
9	Other Injury Of Unspecified Body Region	2		
10	Hypovolemia	1		
11	Acute Bronchitis - Unspecified	2		
12	Encounter for examination and observation following transport accident	3		
13	Suicide attempt	4		
14	Acute Kidney Failure - Unspecified	5		
15	Opioid Use - Unspecified With Unspecified Opioid-Induced Disorder	1		
16	<p>The last two fields will only be populated where a facility has a neonatal unit and delivers babies. These two fields link the mother's record to the baby's medical record number (MRN) and vice versa. For example, if Patient 101 is a mother, the baby's MRN would be shown in column AG and column AF would be blank since the record relates to the mother. If the patient is the baby, then the mother's MRN would be shown in column AF and column AG would be blank since the records relates to the baby.</p>			
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

**EXHIBIT F**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR  
The Hon. Judge Kea Riggs

[PROPOSED] ORDER (I) PRELIMINARILY APPROVING SETTLEMENT PURSUANT  
TO FED. R. CIV. P. 23(e)(1), (II) APPOINTING THE NOTICE AND CLAIMS  
ADMINISTRATORS AND SPECIAL MASTER, (III) APPROVING FORM AND  
MANNER OF NOTICE TO CLASS MEMBERS, (IV) SCHEDULING A FINAL FAIRNESS  
HEARING TO CONSIDER FINAL APPROVAL OF THE SETTLEMENT, AND (V)  
GRANTING RELATED RELIEF

Before the Court is the Motion of proposed Settlement Class Counsel for Preliminary Approval of the Janssen Class Action Settlement Agreement with Acute Care Hospitals (the “Preliminary Approval Motion”), pursuant to Rules 23(a), 23(b), and 23(e) of the Federal Rules of Civil Procedure, which seeks: (1) Preliminary Approval of the Settlement Agreement; (2) preliminary certification, for settlement purposes only, of the Settlement Class; (3) approval of the form of Notice and proposed Settlement Plan; (4) appointment of Settlement Class Counsel; (5) appointment of Settlement Class Representatives; (6) appointment of the Notice and Claims Administrators; (7) appointment of the Special Master; (8) appointment of the Escrow Agent; (9) approval of the Escrow Agreement; (10) establishment of the Qualified Settlement Fund; (11) scheduling of a Fairness Hearing; (12) a stay of all proceedings brought by Releasors in the Action and Other Actions in any forum as to Janssen, and an injunction against the filing of any new such proceedings for Released Claims; and (13) a directive to the Settlement Class Representatives to file motions to sever and stay Other Actions as to Janssen, to the extent the Other Actions are not already stayed.

WHEREAS, an action is pending before this Court entitled *San Miguel Hospital Corp., d/b/a/ Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, 1:23-cv-00903-KWR-JFR (D.N.M.) (the “Action”);

WHEREAS, the Settlement Class Representatives, on behalf of the proposed Settlement Class, having made a motion, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Action as to defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “*Janssen*”) in accordance with the Janssen Class Action Settlement Agreement with Acute Care Hospitals (the “Settlement Agreement” or “Settlement”), which, together with the

exhibits attached thereto, sets forth the terms and conditions for proposed Settlement of the Action and Other Actions as to Janssen and for dismissal of the Action and Other Actions with prejudice as to Janssen upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits attached thereto;

WHEREAS, Janssen does not oppose the Court's entry of the proposed Preliminary Approval Order;

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Settlement Agreement;

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

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Settlement Agreement and does preliminarily approve the Settlement between Plaintiffs and Janssen set forth therein as fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below.

2. The Settlement Class shall consist of all entities that fall within one or more of the following categories:

(1) All Acute Care Hospitals in the United States that (a) are not owned or operated by a federal, state, county, parish, city, or other municipal government; and (b) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through the date of entry of the Preliminary Approval Order;

(2) all entities listed on Exhibit B to the Settlement Agreement; and

(3) all Plaintiffs in the Other Actions listed on Exhibit B to the Settlement Agreement.

Exhibits A and B to the Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Class.

The following are excluded from the Settlement Class:

(1) Any Acute Care Hospital whose Released Claims have been released by any other settlement with Janssen.

3. The Court preliminarily finds that the proposed Settlement Class satisfies all relevant requirements under Federal Rules of Civil Procedure 23(a) and 23(b)(3), for certification for settlement purposes only.

4. The Court preliminarily finds that the proposed Settlement of the Action between the Settlement Class Representatives and Janssen should be approved as: (i) the result of serious, extensive arm's-length and non-collusive negotiations; (ii) falling within a range of reasonableness warranting final approval; (iii) having no obvious deficiencies; and (iv) warranting notice of the proposed Settlement to Settlement Class Members and further consideration of the Settlement at the Fairness Hearing described below.

5. The Court appoints as Interim Settlement Class Counsel John W. ("Don") Barrett ("Barrett") of Barrett Law Group, P.A.; Warren T. Burns of Burns Charest LLP; Robert A. Clifford of Clifford Law Offices, P.C.; Steven B. Farmer of Farmer Cline & Campbell, PLLC; Charles J. LaDuca of Cuneo, Gilbert, & LaDuca, LLP; and Steven A. Martino of Taylor Martino, P.C. Barrett is designated as Lead Counsel. Interim Settlement Class Counsel and Janssen is authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

6. The plaintiffs in the Action and the following Other Actions are appointed as Settlement Class Representatives: *Florida Health Sciences Center, Inc., et al. v. Richard Sackler, et al.*, Case No. 19-018882 (Cir. Ct. Broward Cnty., Fla.); *The DCH Health Care Authority, et al. v. Purdue Pharma, L.P., et al.*, Case No. CV-19-07 (Cir. Ct. Conecuh Cnty., Ala.); *Fort Payne*



*Hospital Corporation, et al. v. McKesson Corporation, et al.*, Case No. 21-cv-2021-900016.00 (Cir. Ct. Conecuh Cnty., Ala.); and *Lester E. Cox Medical Centers d/b/a Cox Medical Centers, et al. v. Amneal Pharmaceuticals, LLC, et al.*, No. 6:22-cv-3192 (W.D. Mo.).

7. All litigation in any forum brought by or on behalf of a Releasor and that asserts a Released Claim, and all Claims and proceedings therein, are hereby stayed in all Courts as to the Released Entities, except as to proceedings that may be necessary to implement the Settlement. All Releasors are enjoined from filing or prosecuting any Claim in any forum or jurisdiction (whether federal, state, or otherwise) against any of the Released Entities, and any such filings are stayed; provided, however, that this Paragraph 7 shall not apply to any entity that files a timely and valid Opt-Out Form beginning as of the date such Opt-Out Form becomes effective. The provisions of this Paragraph will remain in effect until the earlier of (i) the Effective Date, in which case such provisions shall be superseded by the provisions of the Order Granting Final Approval, or (ii) the termination of the Settlement Agreement in accordance with its terms. This Order is entered pursuant to the findings under Federal Rule of Civil Procedure 23(e) set forth above, in aid of its jurisdiction over the members of the proposed Settlement Class and the settlement approval process under Rule 23(e).

8. If not already stayed, and to the extent not already filed, Settlement Class Counsel is directed to file motions to sever and stay the Other Actions brought by the Settlement Class Representatives as to Janssen until the Court renders a final decision regarding the approval of the Settlement.

9. The Fairness Hearing shall be held before this Court on \_\_\_\_\_ at [ • ], Mountain Time, at the United States District Court for the District of New Mexico, Pete V. Domenici Courthouse, 333 Lomas Blvd. NW, Albuquerque, NM, 87102, Courtroom [ • ], (A) to determine (i)

whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court; (ii) whether the proposed Final Judgment as provided under the Settlement Agreement should be entered as to Janssen; (iii) whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be approved; (iv) the amount of Attorneys' Fees and Expenses; and (v) any Service Award to the Settlement Class Representatives; (B) to hear any objections by Settlement Class Members to (i) the Settlement or Plan of Allocation; (ii) the award of Attorneys' Fees and Expenses; and (iii) Service Awards to the Settlement Class Representatives; and (C) to consider such other matters the Court deems appropriate. The Court may adjourn the Fairness Hearing without further notice to the Settlement Class Members.

10. The assertion of an Objection does not opt the Settlement Class Member asserting it out of, or otherwise exclude that Settlement Class Member from, the Settlement Class. A Settlement Class Member within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the provisions of Section V.G of the Settlement Agreement.

11. The Court approves, as to form and content, the Notice substantially in the form attached as Exhibit H to the Settlement Agreement.

12. The Court approves, as to form and content, Registration Form, Claim Form, and the Summary Notice (together, the "Notice Package"), substantially in the forms attached as Exhibits D, E, and I to the Settlement Agreement, respectively.

13. The Court finds that the distribution and posting of the Notice and Notice Package substantially in the manner and form set forth in Paragraphs 11 and 12 of this Order: (a) constitute the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably

calculated, under the circumstances, to describe the terms and effect of the Settlement Agreement and of the Settlement and to apprise Settlement Class Members of their right to object to the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the United States Constitution (including the Due Process Clause), the Rules of this Court, and other applicable law.

14. The firms of A.B. Data Group and Cherry Bekaert Advisory, LLC (the “Notice and Claims Administrators”) are hereby appointed to supervise and administer the notice procedure as well as the processing of claims as set forth more fully below.

15. The Honorable Thomas L. Hogan (Ret.) (“Special Master”) is hereby appointed to oversee the process of allocating the Net Settlement Funds as provided in the Plan of Allocation.

16. Not later than [REDACTED], 2024 (the “Notice Date”), the Notice and Claims Administrators shall commence distribution of the Notice Package to all Settlement Class Members that can be identified with reasonable effort and to be posted on the case-designated website, [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), according to the Notice Plan in the Declaration of [REDACTED] filed in support of Preliminary Approval. The Notice shall be given as soon as practicable after entry of this Order and, in any event, no more than twenty-one (21) calendar days following the entry of this Order.

17. No later than fourteen (14) calendar days following the Notice Date, Settlement Class Counsel shall serve on Janssen and file with the Court proof, by affidavit or declaration, of such distribution.

18. In accordance with Section IV.C.1 of the Settlement Agreement and the terms of the Escrow Agreement, the Court appoints Pinnacle Bank as Escrow Agent, which shall control and

administer an Escrow Account to be established as set forth in the Settlement Agreement. Within thirty (30) calendar days of entry of this Order, Janssen shall pay the Settlement Amount into the Escrow Account. Within three (3) business days following the entry of the Preliminary Approval Order, Class Counsel will provide wire instructions and other information necessary for payment, pursuant to instructions to be communicated by Janssen no later than the business day following the entry of the Preliminary Approval Order. Any portion of the Settlement Amount not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to Janssen if, for any reason, the Settlement does not become final.

19. All fees and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the Settlement Funds. The Escrow Agent may direct payment of up to \$5,000,000 for reasonable Notice and Administrative Costs as approved by the Court. Any money paid for Notice and Administrative Costs shall not be returned or repaid to Janssen.

20. Consistent with the requirements of Federal Rules of Civil Procedure 1 and 23 and due process, the Notice and Claims Administrators shall coordinate with the Settling Parties to minimize costs in effectuating its duties.

21. All Settlement Class Members shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Settlement Class, regardless of whether such Settlement Class Members or entities seek or obtain by any means, including, without limitation, by submitting a Registration Form, Claim Form, or any similar documentation, any Allocated Amount.

22. Settlement Class Members that wish to participate in the Settlement shall complete and submit Registration and Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Registration Forms and Claim Forms must be submitted no

later than \_\_\_\_ days from the Effective Date. Any Settlement Class Member that submits a Registration Form and/or Claim Form shall reasonably cooperate with the Notice and Claims Administrators, including by promptly responding to any inquiry made by the Notice and Claims Administrators. Any Settlement Class Member that does not timely submit a Registration Form and/or Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court.

23. The Registration Form and Claim Form must comply with the requirements set forth in the Settlement Agreement and any further requirements described in the forms attached as Exhibits D and E to the Settlement Agreement.

24. Any Settlement Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Settlement Class Member's own choice. If a Settlement Class Member does not enter an appearance, that Settlement Class Member will continue to be represented by Settlement Class Counsel.

25. Any Settlement Class Member may appear, at the Court's discretion, at the Fairness Hearing and show cause why the proposed Settlement of the Action should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why Attorneys' Fees and Expenses should or should not be awarded to Settlement Class Counsel, or why an amount of Service Awards should or should not be awarded to the Settlement Class Representatives; provided, however, that no Settlement Class Member or any other entity shall be heard or entitled to contest such matters, unless that Settlement Class Member or entity has complied with Section V.F of the Settlement Agreement, including by (a) delivering by hand or first-class mail written Objections and

copies of any papers and briefs such that they are received, not simply postmarked, on or before \_\_\_\_\_, 2024 by Settlement Class Counsel and Janssen and (b) filing said Objections, papers, and briefs with the Clerk of the United States District Court for the District of New Mexico, 333 Lomas Blvd. NW, Albuquerque, NM 87102, on or before \_\_\_\_\_, 2024, which date shall be no more than forty-five (45) calendar days after the commencement of the dissemination of the Notice.

26. Any Objections must: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Settlement Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Settlement Class, such as the objectors' status as an Acute Care Hospital and its treatment of patients diagnosed with opioid use disorder; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement. At the request of Settlement Class Counsel, an objector shall submit to a deposition within thirty (30) days of the filing of the objection. The deposition shall be conducted at a mutually convenient time and place, and in accordance with the Federal Rules of Civil Procedure.

27. The Court will consider a Settlement Class Member's Objection only if the Settlement Class Member has complied with the above requirements. Any Settlement Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Settlement Class Member's compliance with the foregoing requirements does not in any way guarantee that Settlement Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court. Settlement Class Members submitting written Objections are not required to attend the Fairness Hearing, but any Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of Attorneys' Fees and Expenses and/or Service Awards must file a written Objection and indicate in the written Objection its intention to appear at the hearing and to include in its written Objections the identity of any witnesses it may call to testify and copies of any exhibits it intends to introduce into evidence at the Fairness Hearing. Settlement Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval of the Settlement.

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

29. The Court has reviewed the proposed Escrow Agreement and Section IV.C of the Settlement Agreement and approves the Escrow Agreement and Section IV.C of the Settlement Agreement and authorizes that the Escrow Account established pursuant to the Escrow Agreement be established as a “qualified settlement fund” within the meaning of Treasury Regulations 28 CFR § 1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement. The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

30. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by Settlement Class Counsel for attorneys’ fees, charges, and expenses and Service Awards to the Settlement Class Representatives shall be filed and served by no later than [REDACTED], 2024, and any reply papers, including any responses to Objections, shall be filed and served no later than [REDACTED], 2024.

31. The Released Entities shall have no responsibility for the Plan of Allocation or any application for Attorneys’ Fees and Expenses submitted by Settlement Class Counsel or any Service Award to the Settlement Class Representatives, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

32. The procedures for the submission of Opt-Out Forms set forth in Section V.G of the Settlement Agreement and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement are approved.

33. Any Settlement Class Member wishing to opt out of the Settlement Class and Settlement must submit a written and signed Opt-Out Form to the Notice Administrator and email it to Janssen and Settlement Class Counsel as set forth in the Notice. Such written request must be received by the Notice Administrator, Settlement Class Counsel, and Janssen no later than the date



forty-five (45) calendar days following the commencement of the Notice Plan, which is the last day of the opt out period (the “Opt-Out Deadline”).

34. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide an affidavit or other proof of the standing of the submitting entity and why it would be a Settlement Class Member absent the Opt-Out; provide the submitting entity’s name, address, telephone number and email address (if available); provide the National Provider Identifier (if available) and CMS Certification Number (if available); provide a list of current and former names of the submitting entity, including any and all names under which the entity does or has done business since January 1, 2009; and be received by the Notice and Claims Administrators, Settlement Class Counsel, and Janssen no later than the date designated for such purpose in the Notice.

35. No later than seven (7) calendar days after the Opt-Out Deadline, the Notice and Claims Administrators shall provide Janssen, Settlement Class Counsel, and the Court with the Opt-Out Report identifying all requests to be excluded from the Settlement Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G of the Settlement Agreement or were otherwise inadequate. Janssen may, in its sole discretion, terminate the Settlement Agreement by providing notice to Settlement Class Counsel within fifteen (15) business days following receipt by Janssen of the Opt-Out Report of the Notice and Claims Administrators detailing all opt-outs from the Settlement. If Janssen does not provide notice of exercise of the Walk-Away Right to Settlement Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived.

36. If the Settlement Agreement is terminated or is not consummated for any reason,

the Court's findings with respect to certification of the Settlement Class shall be void, the Action against Janssen for all purposes will revert to its status prior to the execution of the settlement term sheet, and any unexpended Settlement Funds shall be returned to Janssen as provided in Section VI of the Settlement Agreement, as applicable. In such event, Janssen will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Action. Likewise, if the Settlement does not reach Final Judgment, then the participation in that Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

37. At or after the Fairness Hearing, the Court shall determine whether the Plan of Allocation proposed by Settlement Class Counsel, and any application for Attorneys' Fees and Expenses or any Service Award to the Settlement Class Representatives should be approved. The Court may, in its discretion, enter the Final Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or awarded Attorneys' Fees and Expenses or any Service Award to the Settlement Class Representatives.

38. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Funds, shall be paid as set forth in the Settlement Agreement. In the event that the Settlement is not approved by the Court, or otherwise fails to become effective, the Settlement Funds shall be returned to Janssen pursuant to written instructions provided by Janssen, less interest accrued on the Escrow Account; Notice and Administrative Costs paid, incurred, or due and owing; and Taxes or Tax Expenses paid, incurred, or due and owing.

39. Neither this Preliminary Approval Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be

considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Janssen.

40. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the members of the Settlement Class and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, as provided in the Settlement Agreement, if appropriate, without further notice to the Settlement Class.

41. If the Settlement Agreement and the Settlement set forth therein is not approved or consummated for any reason whatsoever, the Settlement Agreement and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties to the Settlement Agreement *status quo ante*, except as otherwise expressly provided in the Settlement Agreement.

42. Pending final determination of whether the proposed Settlement should be approved, neither the Settlement Class Representatives nor any Settlement Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against Janssen, any action or proceeding in any court or tribunal asserting any of the Plaintiffs' Released Claims.

43. Settlement Class Counsel and Janssen are authorized to use all reasonable procedures in connection with administration and obtaining approval of the Settlement Agreement that are not inconsistent with this Order Granting Preliminary Approval or the Settlement Agreement, including making, without further approval of the Court or notice to Settlement Class Members, minor changes to the Settlement Agreement, to the form or content of the Notice, or otherwise to the extent the Parties jointly agree such minor changes are reasonable and necessary.

44. Except to the extent the Settling Parties may agree to resolve through mediation

any disputes that may arise prior to the entry of judgment, the Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE KEA RIGGS  
UNITED STATES DISTRICT JUDGE

**APPROVED SCHEDULE FOR FINAL APPROVAL PROCESS**

<b>DATE / DAYS (days are calendar days unless otherwise specified)</b>	<b>EVENT</b>
, 2024	Plaintiffs file Motion for Preliminary Approval of Settlement
, 2024 (10 days after the Settlement Agreement is filed with the Court)	Janssen provides Class Action Fairness Act Notice to State Attorneys General
, 2024	Hearing on Preliminary Approval of Settlement [Date and Time TBD by Court]
No later than 21 days following entry of the Preliminary Approval Order	Settlement Notice Program Begins (“Notice Date”)
30 days after Notice Date	Plaintiffs file Motion for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
45 days after Notice Date	Deadline for Settlement Class Members to submit Opt-Outs to the Notice Administrator, Settlement Class Counsel, and Janssen (“Opt-Out Deadline”)
45 days after Notice Date	Objection Deadline and Deadline for State Attorneys General to file Comments/Objections
7 days after Opt-Out Deadline	Deadline for Notice and Claims Administrators to provide Opt-Out Report to Janssen and Settlement Class Counsel
15 business days after receipt of Opt-Out Report	Deadline for Janssen to exercise Walk-Away Right
75 days after Notice Date	Plaintiffs file Response to Objections for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
, 2024	Fairness Hearing on Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards [Date and Time TBD by Court, provided that the Fairness Hearing shall not be scheduled any earlier than the later of: (1) 120 days following the Motion for Preliminary Approval; or (2) 5 days following the deadline for Janssen to exercise its Walk-Away Right; or (3) no earlier than ninety (90) days following the entry of the Preliminary Approval Order.]

**EXHIBIT G**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE AS  
TO JANSSEN

WHEREAS, this matter came before the Court pursuant to the Preliminary Approval Order (I) Preliminarily Approving the Settlement Pursuant to Fed. R. Civ. P. 23(e)(1), (II) Appointing the Notice and Claims Administrators and Special Master, (III) Approving Form and Manner of Notice to Settlement Class Members, (IV) Scheduling a Final Fairness Hearing to Consider Final Approval of the Settlement, and (V) Granting Related Relief (“Order”) dated \_\_\_\_\_, 2024, on the application of the Settlement Class Representatives for approval of the Janssen Class Action Settlement Agreement with Acute Care Hospitals (“Settlement Agreement”) dated \_\_\_\_\_. Due and adequate notice having been given to the Settlement Class as required in the Order, and the Court having considered all papers filed and proceedings had herein and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment and Order of Dismissal with Prejudice as to Janssen<sup>1</sup> (“Final Judgment”) incorporates by reference: (a) the Settlement Agreement; (b) the Notice of Proposed Settlement of Class Action and Summary Notice (collectively, the “Notice”); and (c) the Declaration of the Notice and Claims Administrators filed with this Court on \_\_\_\_\_, 2024. All terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

2. The Court has jurisdiction over the subject matter of the Action and over all Settling Parties and all Settlement Class Members.

3. The Court certifies the Settlement Class defined in Section III.A of the Settlement Agreement, which Settlement Class is certified for settlement purposes only.

4. The Notice given to the Settlement Class was the best notice practicable under

---

<sup>1</sup> Janssen collectively refers to the following Defendants: Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.



the circumstances and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the United States Constitution (including the Due Process Clause), the rules of this Court, and other applicable law.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determinations in the Preliminary Approval Order, fully and finally approves the Settlement set forth in the Settlement Agreement in all respects, and finds that:

(a) the Settlement Agreement and the Settlement contained therein, is, in all respects, fair, reasonable, and adequate, and in the best interests of the Settlement Class;

(b) there was no collusion in connection with the Settlement;

(c) the Settlement was the product of informed, arm's-length negotiations among competent, able counsel with the assistance of third-party mediators; and

(d) the record is sufficiently developed and complete to have enabled the Settlement Class Representatives and Janssen to have adequately evaluated and considered their positions.

6. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Settlement Agreement, as well as the terms and provisions hereof. Except as to any individual claims of those persons or entities who have validly and timely requested exclusion from the Settlement Class, as set forth in Exhibit B to Settlement Class Counsel's Motion for Award of Attorneys' Fees and Expenses, the Court hereby dismisses the Action as to Janssen and all Released Claims against the Released Entities with prejudice. The Settling Parties are to bear their own costs, except as and to the extent provided in the

Settlement Agreement, and any separate order(s) entered by the Court regarding Class Counsel's Motion for Award of Attorneys' Fees and Expenses.

7. The Releases set forth in Section IX of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein by reference. Accordingly, this Court orders that:

(a) Upon the Effective Date, and as provided in the Settlement Agreement, the Settlement Class Representatives shall, and each of the Settlement Class Members shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all Released Claims against the Released Entities, whether or not such Settlement Class Member shares in the Settlement Funds. Claims to enforce the terms of the Settlement Agreement are not released.

(b) The Settlement Class Representatives and all Settlement Class Members, Releasers, and anyone claiming through or on behalf of any of them, are hereby forever and permanently barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any of the Released Claims, or any claim related in any way to the Released Claims, against any of the Released Entities.

(c) The Settlement Class Representatives and all Settlement Class Members, Releasers, and anyone claiming through or on behalf of any of them, shall cooperate with Janssen to promptly dismiss with prejudice the Other Actions listed in Exhibit A to the Settlement Agreement and all other pending litigation asserting any of the Released Claims against any of the Released Entities.

8. Upon the Effective Date, any and all persons or entities shall be permanently

barred, enjoined, and restrained, to the fullest extent permitted by law, from bringing, commencing, prosecuting, or asserting any and all claims, actions, or causes of action for contribution or indemnity or otherwise against Janssen or any of the Released Entities seeking as damages or otherwise the recovery of all or any part of any liability, judgment, or settlement which they pay or are obligated or agree to pay to the Settlement Class or any Settlement Class Member arising out of, based upon, relating to, concerning, or in connection with any facts, statements, or omissions that were or could have been alleged in the Action or the Other Actions. Notwithstanding the foregoing, nothing herein shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Settlement Agreement, the Settlement, or this Final Judgment.

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

10. The Settlement is not subject to any modification without approval from the Court, and without the express written consent of Settlement Class Counsel and Janssen.

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

12. The Court finds that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Entity against any Released Entities for contribution, indemnification, or

that otherwise seeks to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity Janssen, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, N.M. Stat. § 41-3-4, Cal. Civil Code § 1542, and S.D. Codified Laws § 20-7-11, and similar laws in other states or jurisdictions.

13. Any Plan of Allocation submitted by Settlement Class Counsel or any order entered regarding any Attorneys' Fees and Expenses or Service Awards to the Settlement Class Representatives shall in no way disturb or affect this Final Judgment and shall be considered separate from this Final Judgment.

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

15. Without affecting the finality of this Final Judgment in any way, this Court hereby

retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Funds, including interest earned thereon; (b) disposition of the Settlement Funds; (c) hearing and determining applications for Attorneys' Fees and Expenses or Service Awards to the Settlement Class Representatives; (d) all parties herein for the purpose of construing, enforcing, and administering the Settlement Agreement; (e) the Settlement Class Members for all matters relating to the Action; (f) the Escrow Account and Escrow Agent in its capacity as administrator of the Escrow Account; and (g) other matters related or ancillary to the foregoing. The administration of the Settlement and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any person or entity to participate in the distribution of the Net Settlement Funds shall remain under the authority of this Court.

16. The deadline for Settlement Class Members to submit Claim Forms will be \_\_\_\_ days from the Effective Date. Settlement Class Counsel shall make practicable efforts to provide Settlement Class Members with notice of this Final Judgment and the deadline to submit a Claim Form.

17. The Court finds that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

18. If the Settlement does not become effective in accordance with the terms of the Settlement Agreement or the Effective Date does not occur, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement, and the Settlement Funds shall be returned in accordance with the

Settlement Agreement.

19. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

20. The Court finds, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

21. Within fourteen days of the filing of any Notice of Appeal to this Order, the Settling Parties are granted leave to file a motion under Federal Rule of Appellate Procedure 7 for the assessment of an appropriate bond for costs on appeal, including any to be assessed under 18 U.S.C. § 1964(c) and/or Federal Rule of Civil Procedure 68.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE KEA RIGGS  
UNITED STATES DISTRICT JUDGE

**EXHIBIT H**

**COURT-ORDERED LEGAL NOTICE**  
**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO**

**If you are an Acute Care Hospital that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions, you may receive a payment from \$651 million in class action settlements.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**If you are included, your legal rights will be affected whether you act or don't act. Please read this notice carefully.**

Four proposed settlements ("Settlements"), totaling \$651 million with four Defendant groups have been reached in a class action lawsuit. The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, acute care hospitals must now spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. Defendants deny that they did anything wrong. The Court has not decided who is right.

Under the Settlements, the settling Defendants agreed to pay money to resolve the claims against them. The Settlements do not resolve claims against Defendants who did not agree to settle, and the lawsuit against these non-settling Defendants will continue.

Generally, you are included if you are an acute care hospital in the United States that (a) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through [Month 00, 2024], and (b) is not owned or operated by a federal, state, county, parish, city, or other municipal government.

The full text of the Settlements is available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). In the event of any inconsistency between this notice and the terms of the Settlements, the Settlements' terms control.

**This notice is not intended to be an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. This notice is solely to advise you of proposed Settlements in this Action and your rights in connection with the Settlements.**



<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>SUBMIT A CLAIM</b>	<p>You must submit a Registration Form and may submit a Claim Form to file a claim for a payment from these Settlements.</p> <p>The deadline to submit these forms is <b>[Month 00, 2024]</b>.</p>
<b>OBJECT</b>	<p>You may write to the Court about why you do not like the Settlements. The objection deadline is <b>[Month 00, 2024]</b>.</p> <p>Additionally, you may ask to go to the Fairness Hearing and speak in Court about the fairness of the Settlements.</p> <p>If you object to the Settlements, you are still a Class Member and you must file a claim to receive a payment.</p>
<b>OPT OUT</b>	<p>You may write to the Settlement Administrator and exclude yourself (or “opt out”) from one or more of the Settlements. Exclusion allows you to file your own lawsuit against the settling Defendants about the claims in this case. You will not receive any payment and will not be bound by the releases contained in the Settlements from which you exclude yourself. The exclusion deadline is <b>[Month 00, 2024]</b>.</p>
<b>DO NOTHING</b>	<p>If you do nothing, you will not receive any payment. You will be bound by the releases in the Settlements and will not be able to sue the settling Defendants about the claims in this lawsuit.</p>

These rights and options are explained in this notice. If you do not act by the deadline for an option, you will lose your right to exercise that option. The Court overseeing this case still has to decide whether to approve the Settlements. You may receive a payment if the Court approves the Settlements and the period to appeal has expired and/or all appeals have been resolved. Please be patient.

## TABLE OF CONTENTS

<b>BASIC INFORMATION .....</b>	<b>4</b>
1. WHAT IS THIS LAWSUIT ABOUT?.....	4
2. WHO ARE THE SETTLING DEFENDANTS? .....	4
3. WHO ARE THE NON-SETTLING DEFENDANTS? .....	4
4. WHAT IS A CLASS ACTION?.....	4
5. WHY ARE THERE SETTLEMENTS?.....	5
6. WHY IS THE LAWSUIT CONTINUING IF THERE ARE SETTLEMENTS? .....	5
7. ARE YOU PART OF THE SETTLEMENTS?.....	5
8. WHAT IF YOU ARE STILL NOT SURE IF YOU ARE INCLUDED?.....	5
<b>THE SETTLEMENTS.....</b>	<b>5</b>
9. WHAT DO THE SETTLEMENTS PROVIDE? .....	5
<b>SETTLEMENT PAYMENTS.....</b>	<b>6</b>
10. HOW MUCH WILL YOU RECEIVE FROM THE SETTLEMENTS?.....	6
11. HOW CAN YOU GET A PAYMENT FROM THE SETTLEMENT FUNDS?.....	7
12. IF YOU RECEIVED A PAYMENT IN PREVIOUS BANKRUPTCY CASES, DO YOU NEED TO PROVIDE CLAIMS DATA WITH YOUR CLAIM FORM? .....	7
13. WHEN WILL YOU GET A PAYMENT?.....	7
14. WHAT HAPPENS IF THERE ARE FUNDS REMAINING AFTER DISTRIBUTION?.....	7
15. WHAT WILL YOU GIVE UP IN EXCHANGE FOR THE SETTLEMENTS?.....	7
<b>THE LAWYERS REPRESENTING THE CLASS .....</b>	<b>8</b>
16. DO YOU HAVE A LAWYER IN THIS CASE? .....	8
17. HOW WILL THE LAWYERS BE PAID?.....	8
18. HOW TO OBJECT TO THE SETTLEMENTS .....	9
19. HOW TO OPT OUT OF THE SETTLEMENTS .....	11
20. IF YOU EXCLUDE YOURSELF, CAN YOU STILL GET A PAYMENT? .....	11
21. IF YOU DON'T EXCLUDE YOURSELF, CAN YOU SUE THE SETTLING DEFENDANTS FOR THE SAME THING LATER? .....	11
22. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED? .....	11
<b>FAIRNESS HEARING.....</b>	<b>12</b>
23. WHEN IS THE FAIRNESS HEARING?.....	12
24. DO YOU HAVE TO ATTEND THE HEARING? .....	12
25. MAY YOU SPEAK AT THE HEARING? .....	12
<b>GETTING MORE INFORMATION.....</b>	<b>12</b>
26. HOW DO YOU GET MORE INFORMATION? .....	12

## **BASIC INFORMATION**

### **1. WHAT IS THIS LAWSUIT ABOUT?**

This lawsuit is a class action known as *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903 (the “Lawsuit” or “Action”). Judge Kea Riggs of the United States District Court for the District of New Mexico is overseeing the lawsuit. The people or entities who sued are called the “Plaintiffs,” and the companies they sued are called the “Defendants.”

The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, hospitals now must spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. Defendants deny that they did anything wrong.

No court, jury, or other authority has decided whether Defendants did anything wrong.

Settlements have now been reached with four Defendant groups.

### **2. WHO ARE THE SETTLING DEFENDANTS?**

There are four proposed Settlements with different groups of Defendants:

The Distributor Class Action Settlement is with Defendants, Cencora, Inc. (f/k/a AmerisourceBergen Drug Corporation) (“Cencora”), Cardinal Health, Inc. (“Cardinal”), and McKesson Corporation (“McKesson”) (the “Settling Distributors”).

The Janssen Class Action Settlement is with Defendants, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”).

The Teva Class Action Settlement is with Teva Pharmaceuticals Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis Pharma, Inc., Actavis LLC, Watson Laboratories, Inc. and Andax, Inc. (collectively, “Teva”).

The Allergan Class Action Settlement is with Allergan Finance, LLC (f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; and Allergan USA, Inc. (collectively, “Allergan”).

### **3. WHO ARE THE NON-SETTLING DEFENDANTS?**

The non-settling Defendants are Indivior, Inc. f/k/a Reckitt Benckiser Pharmaceuticals, Inc.; Hikma Pharmaceuticals, Inc. f/k/a West-Ward Pharmaceuticals, Inc.; Henry Schein, Inc.; Walgreen Co.; Walgreen Eastern Co., Inc.; CVS Orlando FL Distribution, L.L.C.; CVS Pharmacy, Inc.; CVS Rx Services, Inc.; The Kroger Co.; Safeway, Inc.; Albertson’s LLC; Albertsons Companies, Inc.; HBC Service Company; Giant Eagle, Inc.; Publix Super Markets, Inc.; and Walmart Inc. f/k/a Wal-Mart Stores, Inc.

### **4. WHAT IS A CLASS ACTION?**

In a class action, one or more people or entities called “named plaintiffs” or “class representatives” sue(s) on behalf of people and entities with similar claims. Together, these people and entities are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. A full list of the class representatives in this case is available in the Settlement Agreements which can be accessed at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**5. WHY ARE THERE SETTLEMENTS?**

Neither the Court nor a jury has decided in favor of Plaintiffs or the settling Defendants. Instead, both sides have agreed to settle. If the Court approves the Settlements, the parties will avoid the costs, delay, and uncertainty of continuing the lawsuit, and Class Members receive the benefits described in this notice. Settlements do not mean that any law was broken or that the settling Defendants did anything wrong. The parties believe that the Settlements are best for the Class.

**6. WHY IS THE LAWSUIT CONTINUING IF THERE ARE SETTLEMENTS?**

Settlements were reached with only some of the Defendants. The lawsuit will continue against the non-settling Defendants. Additional money may become available in the future as a result of a trial or future settlements. Alternatively, this case may be decided in favor of the non-Settling Defendants and no additional money may become available. There is no guarantee as to what will happen.

**7. ARE YOU PART OF THE SETTLEMENTS?**

You are part of the Class and in the Settlements if you fall into one or more of the three following categories:

- (1) You are an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through [Month 00, 2024] and you are not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlements, you must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) You are an entity specifically identified in Exhibit A to the Settlement Agreements; and/or
- (3) You are a named plaintiff in the actions listed on Exhibit B to the Settlement Agreements.

Even if you are part of the Class, you may be excluded from participating in one or more settlements if your claims against a Settling Defendant were released in an earlier settlement.

The Settlement Agreements are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**8. WHAT IF YOU ARE STILL NOT SURE IF YOU ARE INCLUDED?**

If you are not sure whether you are included or have any other questions about the Settlements, visit the website, [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), or call the toll-free number, 1-800-000-0000. You may also send questions to the Notice and Claims Administrator at Acute Care Hospital Settlement, c/o A.B. Data, Ltd., P.O. Box 0000, Milwaukee, WI 53217.

**THE SETTLEMENTS****9. WHAT DO THE SETTLEMENTS PROVIDE?**

If the Settlements are approved by the Court and become final, the settling Defendants will pay money to settle the lawsuit in exchange for releases of claims against them.

The Distributor Class Action Settlement Defendants will pay a total of \$390,000,000 in one lump sum.

The Janssen Class Action Settlement Defendants will pay a total of \$110,000,000 in one lump sum.

The Teva Class Action Settlement Defendants will pay a total of \$126,000,000 over eighteen years, with an immediate payment of \$15,000,000 and subsequent annual payments made on a schedule set forth in the Teva Class Action Settlement Agreement. In addition, over the next seven years, Teva will make \$49,000,000 worth of Naloxone Hydrochloride Nasal Spray kits available, free of charge, for Class Members who register for the Naloxone Kit Program.

The Allergan Class Action Settlement Defendants will pay a total of \$25,000,000 over three years, with an immediate payment of \$8,333,333 and two subsequent annual payments in the same amount.

These Settlement Funds (the Settlement Amounts plus interest) will be used to pay money to qualifying Class Members, attorney's fees and expenses, notice and administration costs, claims administration costs and expenses, taxes and tax expenses, and service awards to the class representatives.

More information and the specific released claims are defined in the Settlement Agreements, available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

### **SETTLEMENT PAYMENTS**

#### **10. HOW MUCH WILL YOU RECEIVE FROM THE SETTLEMENTS?**

You can get a payment from the Settlement Funds if you submit a valid claim. You can choose between two options.

- **OPTION 1:** You can fill out and submit a Registration Form and choose the “Quick Pay” option. If you select this option and your claim is valid, you do not have to fill out a Claim Form or provide claims data. If you are eligible for all four Settlements and all four Settlements become effective, you will get a \$5,000 payment. By selecting this option, you agree to be bound by all four proposed Settlements.

OR

- **OPTION 2:** You can fill out and submit a Registration Form, Business Associate and Confidentiality Agreement, and Claim Form with the required supporting documents, information, and claims data. The amount of your total payment will depend on the number of claimants, the amount, types of costs, and where you paid to treat patients with opioid use disorder; the amount of charges that were not reimbursed; the units of morphine milligram equivalents shipped to your service area, pro-rated opioid use disorder rates per state, opioid overdose deaths in your service area, operational impact, the percentage of opioid related patients you had out of your total patients, and how actively you've participated (if at all) in litigation against an opioid manufacturer and/or settling Defendant. If you select this option, submit a valid claim, and agree to be bound by each Settlement you are eligible to receive funds from, you will get a payment no less than what you would receive under the “Quick Pay” option.

Also, one non-profit, qualifying Class Member may be awarded up to \$3,000,000 to maintain its formal abatement plan and opioid use disorder treatment program. A separate notice will be sent about how to apply for these funds.

Payments will be made based on a Plan of Allocation approved by the Court. Under the Plan of Allocation, if one or more Settlements does not become effective or if a Class Member is ineligible for one or more Settlements by reason of a prior release, then the \$5,000 “Quick Pay” amount will be reduced proportionally. The proportion of the reduction is determined by comparing the up-front cash contributed by the Settlement(s) at issue with the total up-front contributions of the four Settlements. The proposed Plan of Allocation is available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). The Court may approve or modify the proposed Plan of Allocation without additional notice.

## **11. HOW CAN YOU GET A PAYMENT FROM THE SETTLEMENT FUNDS?**

To make a claim for a payment from the Settlement Funds, you must fill out a Registration Form and submit it via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) no later than **[Month 00, 2024]**.

If you choose the “Quick Pay” option, you do not need to fill out a Claim Form or provide claims data.

If you do not choose the “Quick Pay” option, the Notice and Claims Administrator will send you a link to a secure file transfer protocol (“SFTP”) where you must fill out and submit a Business Associate and Confidentiality Agreement and Claim Form with any applicable supporting documents, information, and claims data no later than **[Month 00, 2024]**.

The Registration and Claim Forms include more detailed instructions. Forms are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

If you do not submit a timely claim with the required information and documents, you will not receive a payment from the Settlement Funds. Unless you timely excluded yourself from the Settlements, you will still be bound by the Settlements, the Judgments, and the releases contained in them.

## **12. IF YOU RECEIVED A PAYMENT IN PREVIOUS BANKRUPTCY CASES, DO YOU NEED TO PROVIDE CLAIMS DATA WITH YOUR CLAIM FORM?**

No.

If you want to make a claim for a payment from the Settlement Funds, you must complete a Registration Form. If you choose the “Quick Pay” option, you do not need to provide claims data with your claim. If you do not choose the “Quick Pay” option, you must fill out and submit a Registration Form, Business Associate and Confidentiality Agreement, and Claim Form.

If you previously filed a claim and received a payment from the Chapter 11 cases *Mallinckrodt plc*, No. 20-12522 in the U. S. Bankruptcy Court for the District of Delaware or *Endo*, No. 22-22549, in the U.S. Bankruptcy Court for the Southern District of New York, you do not need to provide your claims data or the related information again with your Claim Form.

## **13. WHEN WILL YOU GET A PAYMENT?**

Distributions will be made to qualifying Class Members after the Court has finally approved the Settlements, all claims have been processed, and any appeals are resolved.

## **14. WHAT HAPPENS IF THERE ARE FUNDS REMAINING AFTER DISTRIBUTION?**

If there are any Settlement Funds remaining after all claims are processed, the funds will be distributed based on the Plan of Allocation or to an organization approved by the Court. No remaining funds will be returned to the settling Defendants.

## **15. WHAT WILL YOU GIVE UP IN EXCHANGE FOR THE SETTLEMENTS?**

Unless you timely exclude yourself from the Settlements, you can’t sue or be part of any other lawsuit against the settling Defendants about the claims in this case. Class Members will be bound by all Court orders and decisions.

More information about the releases, or claims that you give up, may be found in the Settlement Agreements, available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**THE LAWYERS REPRESENTING THE CLASS****16. DO YOU HAVE A LAWYER IN THIS CASE?**

The Court appointed the following attorneys to represent you and the other Class Members as “Class Counsel”:

John W. Barrett Barrett Law Group, P.A. P.O. Box 927 404 Court Square North Lexington, MS 39095	Warren T. Burns Burns Charest LLP 900 Jackson Street Suite 500 Dallas, TX 75202
Robert A. Clifford Clifford Law Offices PC 120 North LaSalle Street 36th Floor Chicago, IL 60602	Steven B. Farmer Farmer, Cline & Campbell, PLLC 746 Myrtle Road Charleston, WV 25314
Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Avenue Suite 200 Washington, D.C. 20016	Steven A. Martino Taylor Martino Rowan 455 St. Louis Street Suite 2100 Mobile, AL 36602

You will not be charged for contacting these lawyers. If you want to be represented by another lawyer, you may hire one at your own expense.

**17. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will file a motion for an award of attorneys’ fees and expenses that will be considered at the Fairness Hearing. Class Counsel will ask to be reimbursed for litigation expenses and for attorneys’ fees of up to 1/3 of the Settlement Funds, plus interest earned on these amounts at the same rate as earned by the Settlement Funds.

If the Court grants the lawyers’ requests, these payments will be made from the Settlement Funds. You will not have to pay these lawyers out of your own pocket.

The attorneys’ fees and expenses requested will be the only payment to Class Counsel for their considerable time and effort in achieving these Settlements and their risk in undertaking this representation on a wholly contingent basis, including the expenses they advanced without any guarantee of repayment. The Court will decide the amount of fees, expenses, and/or service awards and may award less than the amount requested by Class Counsel.

Class Counsel’s motion for attorneys’ fees, costs and expenses, and the class representative service awards will be filed with the Court and made available on or before [Month 00, 2024], at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).



**18. HOW TO OBJECT TO THE SETTLEMENTS**

If you are a Class Member, you may tell the Court what, if anything, you do not like about one or more of the Settlements, the Plan of Allocation, and/or Class Counsel's requests for attorneys' fees and expenses and class representative service awards, by filing an objection.

For your objection to be considered, you must file your objection with the Clerk of the Court by [Month 00, 2024], at the U. S. District Court for the District of New Mexico, 333 Lomas Blvd. NW, Albuquerque, NM 87102. If your written objection is not filed by that date, you will lose the ability to object to these Settlements.

You must also mail a copy of your objection to Class Counsel and counsel for the settling Defendants, so it is received by [Month 00, 2024], at the addresses below:

<b>Class Counsel:</b>	
John W. Barrett Barrett Law Group, P.A. P.O. Box 927 404 Court Square North Lexington, MS 39095  Warren T. Burns Burns Charest LLP 900 Jackson Street Suite 500 Dallas, TX 75202  Robert A. Clifford Clifford Law Offices PC 120 North LaSalle Street 36th Floor Chicago, IL 60602	Steven B. Farmer Farmer, Cline & Campbell, PLLC 746 Myrtle Road Charleston, WV 25314  Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Avenue Suite 200 Washington, D.C. 20016  Steven A. Martino Taylor Martino Rowan 455 St. Louis Street Suite 2100 Mobile, AL 36602

<b>Distributor Defendants' Counsel</b>	<b>Janssen Defendants' Counsel</b>
<i>Cencora's Counsel:</i> Michael T. Reynolds Cravath, Swaine & Moore Two Manhattan West 375 Ninth Avenue New York, NY 10001  <i>Cardinal's Counsel</i> Elaine P. Golin Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York, NY 10019  <i>McKesson's Counsel:</i> Brian Hauck Jenner & Block LLP 525 Market Street, # 2900	Charles C. Lifland Daniel R. Suvor O'Melveny & Myers LLP 400 S. Hope Street Los Angeles, CA 90071



San Francisco, CA 94105	
<b>Teva Defendants' Counsel</b>	<b>Allergan Defendants' Counsel</b>
Evan Jacobs Morgan, Lewis & Bockius LLP 2222 Market Street Philadelphia, PA 19103	Rebecca Fitzpatrick, P.C. Kirkland & Ellis LLP 333 West Wolf Point Plaza Chicago, IL 60654

Your objection must consist of a signed letter stating the Settlements that you wish to object to in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903. Your written objection must include:

- The name, address, and telephone number of the objector;
- A statement that you are objecting to the proposed Settlement(s), Plan of Allocation, request for attorneys' fees and expenses, and/or request for service awards for the class representatives;
- A statement describing your objections;
- Your reasons for objecting, and any documents or supporting evidence you want to show the Court;
- A statement saying if your objection applies only to you, a part of the Class, or the entire Class;
- A list of all class actions in which you and your lawyer (if you have one) have previously objected;
- Documents showing you are a Class Member (for example, a document showing you are an Acute Care Hospital that treated patients with opioid use disorder);
- A statement of whether you (or your lawyer) intend to seek permission to appear and speak at the Fairness Hearing;
- The name of any lawyers who will seek to appear on your behalf at the Fairness Hearing;
- A statement saying you submit to the jurisdiction of the Court about your objection, request to be heard, the Settlements, and the Settlements' terms; and
- Your signature (you must personally sign the letter).

If your written objection is not filed or received by **[Month 00, 2024]** or does not include the required information, you will lose the ability to object to the proposed Settlement(s), Plan of Allocation, request for attorneys' fees and expenses, and request for service awards for the class representatives, unless otherwise ordered by the Court.

If you object, you will remain a Class Member, and if you want to request a payment from the Settlement Funds, you also must file a claim by the deadlines, as described above.

## 19. HOW TO OPT OUT OF THE SETTLEMENTS

If you do not want the benefits (or a payment) offered by the Settlements, do not want to be legally bound by the terms of the Settlement Agreements, and you want to keep your right to sue all or some of the settling Defendants about the claims in this case, you must exclude yourself. This is also called “opting out.”

If you want to exclude yourself from one or more Settlements, you must send a written statement with the title “Opt-Out Form.” Your request must include:

- Your name, address, telephone number, and email address (if available);
- Your National Provider Identifier (if available) and CMS Certification Number (if available);
- A list of your current and former names, including any and all names under which you do or have done business since January 1, 2009;
- A statement saying which Settlements you want to be excluded from in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903;
- Documents showing that you would be a Class Member if it did not opt out;
- A statement that you certify, under penalty of perjury, that in accordance with 28 U.S.C. § 1746, you are legally authorized to exclude yourself from the Settlement(s); and
- Your signature.

You must mail your Opt-Out Form so it is received no later than **[Month 00, 2024]**, at the following address:

Notice and Claims Administrator:
Acute Care Hospital Settlement EXCLUSIONS P.O. Box 173001 Milwaukee, WI 53217

You must also email your Opt-Out Form so it is received by Class Counsel and the settling Defendants no later than **[Month 00, 2024]**, at the following email addresses: OptOuts@acutecarehospitalsettlement.com

## 20. IF YOU EXCLUDE YOURSELF, CAN YOU STILL GET A PAYMENT?

No. You cannot make a claim or get a payment in any Settlements from which you timely excluded yourself.

## 21. IF YOU DON'T EXCLUDE YOURSELF, CAN YOU SUE THE SETTLING DEFENDANTS FOR THE SAME THING LATER?

No. If the Court approves the proposed Settlements, and you do not exclude yourself, you give up (or “release”) all the claims related in any way to the conduct at issue in this lawsuit as against the settling Defendants and all Released Entities as defined in the Settlement Agreements.

## 22. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting is simply telling the Court that you do not like something about the Settlements. You can object only if you do not exclude yourself from the Settlements. Excluding yourself is telling the Court that you do not want to be part of the Settlements. If you exclude yourself, you have no basis to object because the Settlements no longer affect you.

If you are a Class Member and you do nothing, you will remain in the Settlements and be bound by all orders in this lawsuit. You will also give up your rights to seek a payment from these Settlement Funds, object to the Settlements, speak at the hearing about the Settlements, or be part of another lawsuit against the settling

Defendants for any and all claims released by the Settlement Agreements. If there are future settlements or judgments, you will be sent a notice with instructions on how to receive a benefit at that time.

### **FAIRNESS HEARING**

#### **23. WHEN IS THE FAIRNESS HEARING?**

The Court will hold a Fairness Hearing on [Month 00, 2024], at [X:00] a.m. Mountain Time, before the Honorable Kea Riggs, at the U. S. District Court for the District of New Mexico, Pete V. Domenici Courthouse, 333 Lomas Blvd. NW, Albuquerque, NM, 87102, Courtroom [•].

At this hearing, the Court will consider whether the Settlements and Plan of Allocation are fair, reasonable, and adequate, if the Settlements should be finally approved; if the Judgments provided under the Settlement Agreements should be entered, and other matters. The Court may also decide whether to award attorneys' fees and expenses and service awards to the class representatives. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlements and the Plan of Allocation. We do not know how long these decisions will take.

The hearing may be moved to a different location or time without additional notice. For updated information about the hearing, you may check [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), contact Class Counsel, or access the court docket for this case as described in the "Getting More Information?" section on Page 12.

#### **24. DO YOU HAVE TO ATTEND THE FAIRNESS HEARING?**

No, you do not have to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have.

If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it meets the requirements in this notice, the Court will consider it.

But if you want to attend, you are welcome to do so at your own expense. You may also hire another lawyer to attend for you, but you will be responsible for paying that lawyer.

#### **25. MAY YOU SPEAK AT THE HEARING?**

If you object, you may ask the Court for permission to speak at the hearing. Your objection must include a request to speak, be timely submitted, and meet the other requirements in this notice, including those listed in the "Option 2 - Object to the Settlement" section on Pages 9-10.

Ultimately, the Court will decide who will be allowed to speak at the hearing.

### **GETTING MORE INFORMATION**

#### **26. HOW DO YOU GET MORE INFORMATION?**

This notice summarizes the Settlements. The precise terms and conditions of the Settlements are detailed in the Settlement Agreements. If there are any inconsistencies between this notice and the terms of the Settlement Agreements, the Settlement Agreement terms control. Q

The records in this Action may be examined and copied during regular office hours, and subject to customary copying fees, at the Clerk of the United States District Court for the District of New Mexico. For a fee, all papers filed in this Action are available at [www.pacer.gov](http://www.pacer.gov).

In addition, the Settlement Agreements, this notice, the Registration and Claim Forms, Court orders, and the Plan of Allocation are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). You may contact the Notice and Claims Administrator at 1-800-000-0000 if you have any questions about the Action or the Settlements.

***Please do not write or call the Court, the Court Clerk's office, or the settling Defendants with questions about the Settlements or the claims process.***

**EXHIBIT I**

**If you are an Acute Care Hospital that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions, you may receive a payment from \$651 million in class action settlements.**

Records show that you may qualify for a payment from four proposed settlements (“Settlements”) in a class action lawsuit. The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, acute care hospitals must now spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. The Settlements total \$651 million and would resolve claims with four Defendant groups. Defendants deny any wrongdoing.

#### **Who is included?**

Generally, you are included if you are an Acute Care Hospital in the United States that (a) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through [Month 00, 2024], and (b) are not owned or operated by a federal, state, county, parish, city, or other municipal government.

#### **What do the Settlements provide?**

The Settlements will provide \$651 million to pay money to Qualifying Class Members, Attorney’s Fees and Expenses, Notice and Administrative Costs, claims administration costs and expenses, Taxes and Tax Expenses, and Service Awards to the Class Representatives. Also, Qualifying Class Members may register and receive, free of charge, Naloxone Hydrochloride nasal spray kits.

#### **How can I get a payment?**

To make a claim for a payment from the Settlement Funds, you must submit a Registration Form and may submit a Claim Form. The deadline to submit these forms is [Month 00, 2024]. These forms and the Plan of Allocation are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

#### **How much will my payment be?**

The amount of your payment will be based on the proposed Plan of Allocation and the option you select.

- If you select the “Quick Pay” option: You do not have to fill out a Claim Form or provide claims data, and, after an eligibility determination, you will get a \$5,000 payment under all four Settlements. If you are not eligible to receive funds under one or more of the Settlements, this amount will be reduced.
- If you do not select the “Quick Pay” option: You must submit a Business Associate and Confidentiality Agreement, a Claim Form and supporting claims data. You will receive an Allocated Amount for damages based on a formula detailed in the Plan of Allocation. This Allocated Amount will be, at minimum, as much as the Quick Pay amount for which you would be eligible.

Payment amounts may be reduced if one or more proposed Settlements are not approved or if you do not participate in all four Settlements.

#### **What are my rights?**

Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue the settling Defendants yourself, you must exclude yourself by **[Month 00, 2024]**. If do not exclude yourself, you may object to one or more of the Settlements, the Plan of Allocation, and/or requests for Attorney's Fees and Expenses and Class Representative Service Awards by **[Month 00, 2024]**. Detailed instructions about how to act on your rights are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

The Court will hold a hearing on **[Month 00, 2024]** to consider if it will approve the Settlements, Plan of Allocation, and a request for reimbursement of litigation expenses and for attorneys' fees of up to 1/3 of the Settlement Funds, plus interest earned on these amounts at the same rate as earned by the Settlement Funds. You or your own lawyer may appear and speak at the hearing at your own expense.

**1-800-000-0000**

**[www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com)**

# **EXHIBIT 3**

**TEVA DEFENDANTS CLASS ACTION SETTLEMENT AGREEMENT**  
**WITH ACUTE CARE HOSPITALS**



## TABLE OF CONTENTS

I.	Definitions .....	1
II.	Representations and Warranties .....	8
III.	Class Definition .....	10
IV.	Settlement Funds and Settlement Product .....	11
V.	Approval and Notice .....	16
VI.	Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination .....	22
VII.	Notice and Claims Administrator and Special Master .....	23
VIII.	Class Counsel’s Attorneys’ Fees and Expenses .....	26
IX.	Releases and Dismissal .....	27
X.	Miscellaneous Provisions .....	31

This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of September 30, 2024, by and between defendants Teva Pharmaceuticals Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis Pharma, Inc., Actavis LLC, Watson Laboratories, Inc. and Anda, Inc. (collectively, the “Teva Defendants”) and Class Counsel for Class Representatives, both individually and on behalf of the Class in the above-captioned action. The Class Representatives, the Class, and the Teva Defendants are collectively referred to for purposes of this Agreement as the “*Settling Parties*,” and each, individually, a “*Settling Party*.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

## **I. Definitions**

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

A. “*Action*” means *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.).

B. “*Acute Care Hospital*” means an entity that, at any time on or after January 1, 2009: (a) provides medical care and other related services for surgery, acute medical conditions, or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appears as either active or inactive under its current or former name, including any hospital that has changed its name through merger, acquisition, or any other change to its corporate form, in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital, or (ii) includes an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”), 42 U.S.C. §1395dd *et seq.*

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

D. “*Attorneys’ Fees and Expenses*” means (a) payment to Class Counsel of attorneys’ fees and litigation expenses and charges (including expert and consulting fees) in an amount to be determined by the Court; and (b) payment of Service Awards to Class Representatives, in an amount to be determined by the Court. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds.

E. “*Claim*” means any past, present or future cause of action, claim for relief, cross claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether

existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

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

G. “*Claim Form*” means the document or online form, in the form attached as Exhibit E to this Agreement, that Class Members are required to submit if they elect to receive an Allocated Amount in their Registration Form.

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

I. “*Class Counsel*” or “*Settlement Class Counsel*” means, collectively, John W. (“Don”) Barrett of Barrett Law Group, P.A.; Warren T. Burns of Burns Charest LLP; Robert A. Clifford of Clifford Law Offices, P.C.; Steven B. Farmer of Farmer Cline & Campbell, PLLC; Charles J. LaDuca of Cuneo, Gilbert, & LaDuca, LLP; and Steven A. Martino of Taylor Martino, P.C. Mr. Barrett is designated as Lead Counsel.

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

K. “*Class Representatives*” or “*Settlement Class Representatives*” means the plaintiffs bringing the Action and the following Other Actions: *Florida Health Sciences Center, Inc., et al. v. Richard Sackler, et al.*, Case No. 19-018882 (Cir. Ct. Broward Cnty., Fla.); *The DCH Health Care Authority, et al. v. Purdue Pharma, L.P., et al.*, Case No. CV-19-07 (Cir. Ct. Conecuh Cnty., Ala.); *Fort Payne Hospital Corporation, et al. v. McKesson Corporation, et al.*, Case No. 21-cv-2021-900016.00 (Cir. Ct. Conecuh Cnty., Ala.); and *Lester E. Cox Medical Centers d/b/a Cox Medical Centers, et al. v. Amneal Pharms., LLC, et al.*, No. 6:22-cv-3192 (W.D. Mo.).

L. “*Court*” means the United States District Court for the District of New Mexico.

M. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement or other activity) arising from or relating in any way to (1) the availability, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use, misuse or abuse of, diversion of, or

operating procedures relating to, any Product, or any system, plan, policy, procedure, or advocacy relating to any Product, class of Products, or medical state or condition related to use of any Product, including, but not limited to, any branded or unbranded promotion, marketing, or advertising, unbranded information, patient support or assistance educational programs, consultancy, research or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product, class of Products or medical state or condition related to use of any Product; (2) the characteristics, properties, risks, or benefits of any Product or class of Products or medical state or condition related to use of any Product; (3) the monitoring, reporting, disclosure, non-monitoring, non-reporting or nondisclosure to federal, state, or other regulators of orders for or sales or prescribing of any Product or class of Products; (4) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of any Product; and/or (5) diversion control programs or suspicious order monitoring (or lack thereof) or monitoring of prescribing (or lack thereof) related to any Product; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include (a) noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals; or (b) breach of contract or similar commercial claims arising in the ordinary course of business between a Releasor and a Settling Defendant that are wholly unrelated to the Released Claims.

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

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

P. “*Escrow Agent*” means the agent to be selected as set forth in Section IV.E.1.

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

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

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

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

U. “*Net Settlement Funds*” means the Settlement Funds, less the payments set forth in Section VII.B.1.

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

W. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity. For avoidance of doubt, a Non-Party Settlement does not include a class settlement under Rule 23 of the Federal Rules of Civil Procedure.

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

Y. “*Notice*” means the Court-approved form of the notice, substantially similar to the form attached as Exhibit H to this Agreement, advising Class Members of their rights with respect to this Agreement in accordance with Section V.D.

Z. “*Notice and Administrative Costs*” means the reasonable sum of money, of up to \$1 million, to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, as approved by the Court.

AA. “*Notice and Claims Administrators*” means the notice and claims administrators to be selected by Class Counsel, with the consent of the Teva Defendants, and approved by the Court.

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

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

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

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

FF. “*Other Action(s)*” means a lawsuit brought on behalf of any Acute Care Hospital or any entity listed in Exhibit A against Teva Defendants and asserting claims that are Released Claims under this Agreement, including but not limited to those actions listed in Exhibit B.

GG. “*Plaintiffs*” means the Class Members named as plaintiffs in the Action and the Other Actions.

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

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

JJ. “*Product*” means (a) any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance; (b) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, gabapentin, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam; (c) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates; (d) any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance; (e) any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in (d); or (f)(i) Anexsia, Bancap HC, Combunox, Dilaudid, Dilaudid HP, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, Vicodin ES, Vicodin HP, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; and (ii) aspirin + butalbital + caffeine + codeine phosphate, fentanyl citrate injection, fentanyl citrate tablet, fentanyl transdermal, homatropine methylbromide + hydrocodone bitartrate, hydrocodone + acetaminophen, hydrocodone + ibuprofen, hydromorphone tablet, meperidine hydrochloride injection, meperidine hydrochloride tablet, morphine sulfate capsule, morphine sulfate injection, morphine sulfate tablet, oxycodone, oxycodone + acetaminophen, oxycodone + aspirin, oxycodone + hydrochloride, oxycodone + ibuprofen, oxymorphone tablet, tramadol hydrochloride, and any type, version, strength, or dosage of the foregoing. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates.

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



LL. “*Registration Form*” means the document or online form, in the form attached as Exhibit D to this Agreement, that Class Members are required to submit to register to receive an Allocated Amount under this Agreement.

MM. “*Released Claims*” means any and all Claims, including Unknown Claims, against the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the settlement. Without limiting the foregoing, Released Claims include any claims that have been, are, or could be asserted against the Released Entities by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, whether or not such Releasor has brought such action or proceeding. Released Claims also include all claims against Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

NN. “*Released Entities*” means the Teva Defendants and:

1. all past and present subsidiaries, divisions, affiliates, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Teva Defendant;
2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, partners, trustees, employees, agents and attorneys of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Teva Defendants or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Teva Defendant or its subsidiaries, including in any Teva Defendant’s or its subsidiary’s capacity as a participating member in such joint venture;
5. all direct or indirect parents and shareholders of the Teva Defendants (solely in their capacity as parents or shareholders of the applicable Teva Defendant with respect to Covered Conduct); and
6. any insurer of any Teva Defendant or any person or entity otherwise described in subsections (1)-(5) above (solely in its role as insurer of such person or entity and subject to the last sentence of Section I.MM).

Any person or entity described in subsections (3)-(6) above shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. Any joint venture or past or present subsidiary of a Teva Defendant is a Released Entity, including any joint venture between a Teva Defendant or any Teva Defendant’s subsidiary and a pharmacy (or any subsidiary of a pharmacy); *provided, however*, that any joint venture partner of a Teva Defendant or a Teva Defendant’s subsidiary is

not a Released Entity unless it falls within subsections (1)-(6) above. For the avoidance of doubt, and without limitation, the entities listed in Exhibit J are Released Entities. Any entity acquired, or joint venture entered into, by the Teva Defendants after the Effective Date is not a Released Entity.

OO. “*Releasors*” means the Plaintiffs, any Class Representatives, the Class, and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, sister companies, affiliates (including all members of or entities associated with the Class Member’s health system or health network), joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, vendors, independent contractors, stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing). The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

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

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

RR. “*Settlement Amount*” means the agreed upon total payment of one hundred twenty-six million U.S. Dollars (\$126,000,000.00), inclusive of any and all expenses, fees, costs, and, if any, any common benefit assessment ordered by a court pursuant to the Ongoing Common Benefit Order in MDL Case No. 1:17-md-2804,<sup>1</sup> which sums represent compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for the operational losses for Class Members resulting from providing treatment to individuals with substance use disorder, opioid use disorder, or other opioid-related conditions.

SS. “*Settlement Funds*” means the Settlement Amount plus any interest that may accrue on the Settlement Amount from the date the Teva Defendants pay the Settlement Amount or any portion thereof.

TT. “*Settlement Product*” means finished good kits (two (2) devices per kit) of “Naloxone Hydrochloride Nasal Spray” (4 mg strength) that is listed in Teva’s then-current

---

<sup>1</sup> The Parties acknowledge that the extent of any Class Member’s obligation to make any common benefit assessment may be subject to court challenge. For the avoidance of doubt, the Settlement Amount is limited to \$126,000,000 and under no circumstances will Teva Defendants be responsible for any additional expenses, costs, or fees related to the Settlement. The Teva Defendants shall not be responsible for making payments for any attorneys’ fees and costs, beyond amounts specified in this Agreement, including but not limited to any attorneys’ fees and costs due as a consequence of this Agreement into any common benefit fund. Thus in the event any court orders payment into a common benefit fund, the money will be paid out of the Settlement Amount by Class Counsel, and the Teva Defendants shall not be responsible for making any payment beyond the Settlement Amount.



generics catalog, which can be viewed at [www.tevagenerics.com](http://www.tevagenerics.com), and is to be provided to Settlement Class Members as part of the Settlement, at no cost as set forth in Exhibit K.

UU. “*Special Master*” means Judge Thomas Hogan (Ret.), and any successor, who shall be nominated by Class Counsel, with the consent of the Teva Defendants, and appointed by the Court, or such other individual as the Court shall appoint, with the consent of the Settling Parties, to administer the Plan of Allocation, including determining the Allocated Amounts (in conjunction with the Notice and Claims Administrators) and resolving any disputes regarding the Allocated Amounts. The provisions of Sections VII.A.1–2, 4–7 apply to the Special Master.

VV. “*Summary Notice*” means the form of summary notice attached as Exhibit I to be distributed as set forth in Section V.D.

WW. “*Teva Defendants’ Counsel*” means Morgan, Lewis & Bockius LLP, or any other law firm so designated in writing by the Teva Defendants.

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

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

## **II. Representations and Warranties**

A. **Class Representatives’ Representations and Warranties.** Class Representatives represent and warrant to Teva Defendants as follows:

1. Each of the Class Representatives is a Class Member.
2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan or lien.
4. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by any of the Teva Defendants, their agents, or their representatives, except those expressly stated in this Agreement.

5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.

6. Each of the Class Representatives has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with Class Counsel or other attorneys.

7. Each of the Class Representatives has all necessary competence and authority to enter into this Agreement on its own behalf and on behalf of the Class, has authorized the execution and performance of this Agreement, has authorized Class Counsel to sign this Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it.

8. None of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement. None of the Class Representatives will solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement.

**B. Class Counsel's Representations and Warranties.** Class Counsel represents and warrants to the Teva Defendants as follows:

1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.

2. Because Class Counsel believes that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or seek any relief inconsistent with this Settlement.

3. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.

4. Each of the Class Representatives has approved and agreed to be bound by this Agreement.

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

**C. Teva Defendants' Representations and Warranties.** The Teva Defendants represent and warrant to Class Representatives as follows:

1. Each of the Teva Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.

2. None of the Teva Defendants is relying on any statement, representation, omission, inducement, or promise by Class Representatives, Class Members, or Class Counsel, except those expressly stated in this Agreement.

3. Each of the Teva Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.

4. Each of the Teva Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.

5. Each of the Teva Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

### **III. Class Definition**

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

1. The Class shall consist of all entities that fall within one or more of the following categories:

a. All Acute Care Hospitals in the United States that (i) are not owned or operated by a federal, state, county, parish, city, or other municipal government; and (ii) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through the date of entry of the Preliminary Approval Order;

b. all entities listed on Exhibit A; and

c. all Plaintiffs in the Other Actions listed on Exhibit B.

Exhibits A and B are non-exhaustive lists and do not purport to identify all members of the Class.

2. The following are excluded from the Class:

a. Any Acute Care Hospital whose Released Claims have been released by any other settlement with the Teva Defendants.

B. **Ability to Cure Omissions.** In the event that the Settling Parties agree that an entity or Other Action was omitted from Exhibit A or B, the Settling Parties may, at any time before entry of the Final Approval Order, amend such Exhibit to add such an entity or Other Action. The Settling Parties agree that they will act reasonably in considering any claim of such omission.

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

#### IV. Settlement Funds and Settlement Product

A. **Settlement Payment.** Teva Defendants shall pay or cause to be paid the Settlement Amount totalling one hundred twenty-six million U.S. Dollars (\$126,000,000.00) in accordance with the payment schedule and terms set forth in Sections IV.B & C. The Teva Defendants will deposit each Payment Amount into the Escrow Account. Within three (3) business days following the entry of the Preliminary Approval Order, Class Counsel will provide to the Teva Defendants wire instructions and other information necessary for payment.

#### B. Payment Schedule.

Payment Date	Payment Amount
30 days after the Preliminary Approval Order (subject to entry of Final Approval Order)	\$1,000,000
30 Days after the Effective Date	\$14,000,000
July 15, 2025	\$5,000,000
July 15, 2026	\$5,000,000
July 15, 2028	\$5,000,000
July 15, 2029	\$5,000,000
July 15, 2030	\$2,000,000
July 15, 2031	\$2,000,000
July 15, 2032	\$4,000,000
July 15, 2033	\$4,000,000
July 15, 2034	\$5,000,000
July 15, 2035	\$5,000,000
July 15, 2036	\$5,000,000
July 15, 2037	\$5,000,000
July 15, 2038	\$5,000,000
July 15, 2039	\$12,000,000
July 15, 2040	\$12,000,000
July 15, 2041	\$15,000,000
July 15, 2042	\$15,000,000
<b>Total</b>	<b>\$126,000,000</b>

C. **No Additional Payment Obligations.** The obligations incurred pursuant to this Agreement shall be in full and final disposition and settlement of all Released Claims. The

Settlement Amount paid or provided by the Teva Defendants is their sole monetary obligation under this Agreement. Once the Settlement Amount is paid, the Teva Defendants shall have no further monetary obligations of any sort or kind to Plaintiffs, the Class, or any counsel for Plaintiffs pursuant to this Agreement or the Settlement. Under no circumstances will the Teva Defendants be required to pay more than the Settlement Amount pursuant to this Agreement and the Settlement set forth herein. For purposes of clarification, the payment of Taxes and Tax Expenses (as set out in Section IV.F), any Fee and Expense Award, the Notice and Administrative Costs, and any other costs associated with the implementation of this Agreement, shall be exclusively paid from the Settlement Funds.

**D. Maximum Settlement Product.** As set forth in the Plan for Settlement Product attached hereto as Exhibit K, the Teva Defendants shall provide Settlement Class Members with Settlement Product at no cost, up to a maximum value of forty-nine million U.S. dollars (\$49,000,000.00) at a fixed wholesale acquisition cost of one hundred twenty-five U.S. dollars (\$125.00) per kit (“WAC”), according to the Settlement Product Schedule set out below and according to the terms as more fully described in the Plan of Allocation and the Plan for Settlement Product, attached hereto as Exhibits C and K.

<b>Year</b>	<b>Maximum Settlement Product Value at WAC/Year</b>	<b>Maximum Settlement Product Kits/Year</b>
2025	\$7,000,000	56,000
2026	\$7,000,000	56,000
2027	\$7,000,000	56,000
2028	\$7,000,000	56,000
2029	\$7,000,000	56,000
2030	\$7,000,000	56,000
2031	\$7,000,000	56,000
<b>Total</b>	<b>\$49,000,000</b>	<b>392,000</b>

1. In the event of a Force Majeure Event or other inability to supply any order made for Settlement Product, the Teva Defendants shall promptly provide written notice to the Settlement Administrator and Settlement Class Counsel. The Teva Defendants and Settlement Class Counsel shall meet and confer within seven (7) day of such written notice to establish a commercially reasonable plan to resolve any inability to supply as quickly as reasonably possible.

2. The Settling Parties understand (a) that the provision of the Settlement Amount and Settlement Product constitutes compensatory restitution or remediation within the meaning of 26 U.S.C. § 162(f)(2)(A), (b) that the aggregate value of the Settlement Amount and Settlement Product constitute less than one times damages sought by the Settlement Class, and (c) that the receipt of the Settlement Amount and Settlement Product must be reported on IRS Form 1098-F by the Settlement Administrator. Any member of the Class, prior to the receipt of any funds from the Settlement Fund or Settlement Product, shall provide the Settlement Administrator with a written statement certifying that: (1) the member of the Class suffered harm allegedly

caused by the Teva Defendants; (2) the payments and Settlement Product to be received by the Class member from the Teva Defendants represent an amount that is less than or equal to the actual value of the damaged allegedly caused by the Teva Defendants; and (3) the member of the Class shall use such payments and Settlement Product for the sole purpose of remediating the harms allegedly caused by the Teva Defendants and/or to provide restitution for such alleged harms that were previously incurred. The Settlement Administrator shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31, if filed electronically) of the year following the calendar year in which the Judgment becomes binding. On the Form 1098-F, the Settlement Administrator shall identify such payments and Settlement Product from the Teva Defendants pursuant to Section IV of the Agreement as remediation and restitution amounts. The Settlement Administrator or the Class member, as applicable, shall also, on or before January 31 of the year following the calendar year in which the order entering the Judgment becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to the Teva Defendants.

**E. The Escrow Account and Agent.**

1. The Settling Parties shall arrange for the Escrow Account to be established at Pinnacle Bank, with such bank serving as the Escrow Agent subject to an Escrow Agreement, and such escrow to be administered under the Court's continuing supervision and control. Should Pinnacle Bank be unable to serve as Escrow Agent for any reason, the Court shall appoint a replacement, subject to the approval of the Settling Parties, which is not to be unreasonably withheld. To the extent that there is any ambiguity or inconsistency when this Agreement and the Escrow Agreement are read together, the terms of this Agreement shall control.

2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A in U.S. agency or treasury securities or other instruments backed by the full faith & credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Escrow Agent will not invest in any instruments that a "qualified settlement fund," within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service ("IRS") guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from the Teva Defendants. The Teva Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.

3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement, the Escrow Agreement, or by order of the Court. For the avoidance of doubt, the Escrow

Agent is authorized, and Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement, the Escrow Agreement, or as directed by the Court.

4. The Escrow Agent may disburse up to \$1,000,000 to the Notice and Claims Administrators for reasonable Notice and Administrative Costs as approved by the Court.

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

**F. Taxes.**

1. The Escrow Account shall be, and shall be treated by the Settling Parties and the Escrow Agent as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Escrow Agent as its administrator. The Escrow Agent shall not take any action or tax position inconsistent with such treatment. In addition, the Escrow Agent shall timely make such elections as necessary or advisable, and do all things necessary to carry out the provisions of this Section IV.F, and shall, in any event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Escrow Account qualifies as a qualified settlement fund for federal and state income tax purposes. Notwithstanding anything in the Agreement to the contrary, the Escrow Agent shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Teva Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Escrow Agent. Class Counsel shall cooperate with and cause the Escrow Agent to, and the Escrow Agent shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Teva Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account,



including with respect to any distributions from the Escrow Account; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Teva Defendants; and (v) providing instructions for the release of sufficient funds from the Escrow Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.F.3 and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section IV.F.1, shall be consistent with the provisions of this Section IV.F.2 and in all events shall reflect that all Taxes as defined in Section IV.F.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.F.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account's tax returns or other filings.

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



Section IV.F.3 and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to the Agreement.

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

## **V. Approval and Notice**

### **A. Approval and Effectiveness.**

1. It is a condition to the Settlement that (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order in the form of Exhibit F, with any modifications acceptable to all Class Representatives and the Teva Defendants in their individual discretion, and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order.

2. It is a condition to the Settlement that (a) within a reasonable time period after the Preliminary Approval Order, the Court approve and enter the Final Approval Order in the form of Exhibit G, with any modifications acceptable to all Class Representatives and Teva Defendants in their individual discretion, and (b) the Final Approval Order remain in full force and effect until it becomes a Final Judgment.

3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment.

4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

**B. Reasonable Best Efforts to Effectuate This Settlement.** The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this

Agreement. The Settling Parties will continue to work cooperatively to complete and submit promptly to the Court for approval the Motions for Preliminary Approval and Final Approval and such additional documentation as may be necessary for the Court to make the determinations required hereunder, and to address any concerns regarding the Agreement or the Settlement identified by the Court or any court of appeal.

**C. Preliminary Approval.**

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

2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice, substantially in the form of Exhibit H, and proposed Notice Plan; (iii) scheduling of the Fairness Hearing to occur after the conclusion of the notice period and no earlier than ninety (90) days following the entry of the Preliminary Approval Order; (iv) the appointment of the Escrow Agent as set forth in Section IV.E.1; (v) continuing the stay of the Action as to the Teva Defendants until the Court renders a final decision regarding the approval of the Settlement; (vi) granting a stay of all proceedings in any forum brought by Releasors as to the Teva Defendants, including all Other Actions; (vii) enjoining all Class Members from filing or prosecuting any new proceedings for Released Claims, unless and until the Class Member files a timely and valid Opt-Out Form and that Form becomes effective; and (viii) directing the Class Representatives to file motions to sever and stay the Other Actions brought by the Class Representatives as to the Teva Defendants until the Court renders a final decision regarding the approval of the Settlement, to the extent not already filed. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the *status quo* that existed immediately prior to July 8, 2023 except as expressly provided herein.

3. Class Counsel shall provide the Teva Defendants with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least five (5) business days in advance of filing and shall consider in good faith any suggestions that the Teva Defendants may have. Class Counsel shall not file such a motion without the Teva Defendants’ consent, which consent shall not be unreasonably withheld.

**D. Notice to the Class.**

1. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval and, in any event, the notice process shall commence no later than twenty-one (21) calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrators to Class Members pursuant to the Notice Plan, subject to any modifications required by the Court. The

Notice and Summary Notice are attached as Exhibits H and I to this Agreement, and any modifications to them must be acceptable to all Class Representatives and Teva Defendants in their individual discretion.

2. Class Counsel shall move, as part of the Motion for Preliminary Approval, for entry of the Notice Order. Class Counsel shall also submit to the Court for approval a proposed form of, method for, and schedule for dissemination of notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrators: (i) to request from any Acute Care Hospital that seeks to exclude any other entity from the certified Class, documentation and declarations supporting any purported authority to opt out other entities and (ii) to submit a report (an “*Opt-Out Report*”), which shall be provided no later than seven (7) calendar days after the Opt-Out Deadline, as defined in Exhibit F, to the Court, Class Counsel, and Teva Defendants identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 or were otherwise inadequate.

4. No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Teva Defendants and file with the Court proof, by affidavit or declaration, of such dissemination.

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

F. **Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys’ Fees and Expenses, the Class Representatives’ Service Awards, or the Plan of Allocation be in writing. The deadline for filing the Objection with the Court shall be forty-five (45) calendar days after commencement of the dissemination of the Notice.

2. **Content of Objection.** The written Objection filed with the Court shall: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys’ Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and

evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Class, such as the objectors' status as an Acute Care Hospital and its treatment of patients diagnosed with opioid use disorder; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.

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

#### G. **Opt-Out.**

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled "Opt-Out Form" to the Notice and Claims Administrators and email it to Settling Distributors and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must:

- a. provide an affidavit or other proof of the standing of the submitting entity and why they would be a Class Member absent the Opt-Out;
- b. provide the submitting entity's name, address, telephone and email address (if available);
- c. provide the entity's National Provider Identifier (if available) and CMS Certification Number (if available);
- d. provide a list of current and former names of the entity, including any and all names under which the entity does or has done business since January 1, 2009; and

e. be received by the Notice and Claims Administrators, Class Counsel, and Teva Defendants no later than the date designated for such purpose in the Notice.

2. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, the provision of inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity's membership in the Class.

3. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, the Settling Parties will request that the deadline for receipt of Opt-Out Forms be forty-five (45) calendar days after commencement of dissemination of the Notice.

4. Opt-Out Forms shall be deemed valid only for the entity named in the request.

5. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrators, Class Counsel, and Teva Defendants no later than the date designated for such purpose in the Notice.

6. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1 shall not (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.

7. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1 submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

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

9. **Opt-Out Report.** No later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and at least fifteen (15) business days prior to the Fairness Hearing, the Notice and Claims Administrators shall submit to the Court, Class Counsel, and Teva Defendants the Opt-Out Report as described in Section V.D.3.

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

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the “*Motion for Final Approval*”). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (a) enter the Final Approval Order in the form attached as Exhibit G to this Agreement, provided that any modifications to the Final Approval Order must be acceptable to Class Representatives and the Teva Defendants; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Action with prejudice and directing the dismissal with prejudice of any of the Other Actions; and (e) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:

- a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; finding that the Notice given to the Class Members constituted the best notice practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;
- b. entering judgment dismissing the Action with prejudice as to the Teva Defendants and, except as provided for herein, without costs;
- c. directing that the Other Actions be dismissed with prejudice as to the Teva Defendants and, except as provided for herein, without costs;
- d. discharging and releasing the Released Entities from all Released Claims;
- e. permanently barring and enjoining the institution and prosecution by Class Members of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;
- f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
- g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and the Teva Defendants; and
- h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.



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

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

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

### **A. Occurrence of Effective Date.**

1. Upon the Effective Date, any and all remaining interest or right of the Teva Defendants in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow Agent to the Notice and Claims Administrators as successor Escrow Agent within ten (10) business days after the Effective Date.

2. Upon the Effective Date, the Plaintiffs shall dismiss the Action and the Other Actions with prejudice as to the Released Entities, including all actions listed on Exhibit B, as provided for in the Final Approval Order.

### **B. Failure of Effective Date to Occur.**

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.B-D, then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Teva Defendants less interest accrued on the Escrow Account, Notice and Administrative Costs paid, incurred, or due and owing Notice and Administrative Costs, and Taxes or Tax Expenses paid, incurred, or due and owing (the "*Termination Refund*"), pursuant to written instructions from the Teva Defendants' Counsel. Any amounts remaining in the Escrow Account following the Termination Refund shall be distributed by order of the Court.

2. Upon receipt of the Termination Refund, this Agreement shall terminate, and it, the Teva Defendants' obligations under it, and all releases contained herein shall become null and void. In the event of such a termination, (a) no Class will be deemed certified as a result of this Agreement, (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated, (c) the Settling Parties shall be returned to the status quo that existed in the Action and the Other Actions immediately prior to July 8, 2023 (subject to appropriate extensions of deadlines to enable the Action and the Other Actions to proceed), and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to July 8, 2023. The Settling Parties shall then proceed in all respects as if this Agreement and related orders had not been executed.

C. **Walk-Away Right.** Teva Defendants may, in their sole discretion, terminate the Agreement by providing notice to Class Counsel within fifteen (15) business days following receipt by the Teva Defendants of the Opt-Out Report of the Notice and Claims Administrators detailing all opt-outs from the Settlement. If Teva Defendants do not provide notice of exercise of the Walk-Away Right to Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived.

D. **No Court Approval.**

1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Action and Other Actions against the Released Entities will resume unless within thirty (30) calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.

2. If the litigation against the Released Entities resumes pursuant to Section VI.D.1, or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to the Teva Defendants the Termination Refund as of the date on which notice is received, and (b) this Agreement shall terminate upon receipt of the Termination Refund.

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

## VII. **Notice and Claims Administrators and Special Master**

A. **Selection of Notice and Claims Administrators.** Class Counsel shall nominate A.B. Data Group and Cherry Bekaert Advisory, LLC, or another entity, subject to the consent of the Teva Defendants, to serve as Notice and Claims Administrators that shall be subject to appointment by the Court in the Preliminary Approval Order, and that meets the following requirements:

1. The Notice and Claims Administrators may not be an entity that has acted as counsel, or otherwise represented a party, in claims relating to opioids.

2. The Notice and Claims Administrators shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrators deem to be reasonably necessary to effectuate the Notice Plan, which is



subject to Court approval as provided in Section V.C. Subject to the Court's approval, the Notice and Claims Administrators may retain any entity that the Notice and Claims Administrators deem to be reasonably necessary to provide assistance in developing and administering the Notice Plan.

3. The Notice and Claims Administrators' roles generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Registration Forms and Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount (in consultation with the Special Master) and overseeing distribution of the Net Settlement Funds pursuant to the Plan of Allocation set forth in Exhibit C.

4. Any successor to the initial Notice and Claims Administrators shall be subject to appointment by the Court, with the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

5. The Notice and Claims Administrators shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.

6. The Teva Defendants, Teva Defendants' Counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrators and are not subject to the authority of the Notice and Claims Administrators.

7. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrators, including fees, costs, and expenses of the Notice and Claims Administrators, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Teva Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

**B. Distribution of Settlement Funds.**

1. Upon further orders of the Court, the Notice and Claims Administrators, subject to such supervision and direction of the Court, Class Counsel, and/or the Special Master, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:

a. to pay reasonable fees and costs, including legal fees, as compensation to the Escrow Agent for services rendered, as provided for in Section 7 of the Escrow Agreement and Exhibit C attached thereto;

b. to pay, up to one million U.S. Dollars (\$1,000,000.00), for Notice and Administrative Costs reasonably and actually incurred in connection with

providing notice to the Class, in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;

c. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;

d. to pay the Taxes and Tax Expenses as defined herein;

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

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

2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due; and (c) reasonable fees and costs, including legal fees, may be paid as compensation to the Escrow Agent for services rendered, as provided for in Section 7 of the Escrow Agreement and Exhibit C attached thereto.

**C. Distribution of Net Settlement Funds.**

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

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

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

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

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

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

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

### **VIII. Class Counsel's Attorneys' Fees and Expenses**

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

B. **Allocation.** Any fees and expenses awarded by the Court shall be allocated and distributed by and among Class Counsel using their judgment to compensate each counsel fairly based on their contribution to the institution, prosecution, and resolution of the Action and the Other Actions.

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

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

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

F. **Service Award.** Class Representatives may request Service Awards in connection with their representation of the Class. Class Representatives' support for the Settlement is not in any way conditioned on their right to request, or receipt of, Service Awards.

## **IX. Releases and Dismissal**

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

### **B. Claim-Over and Non-Party Settlement.**

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

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Teva Defendants in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by the subsection is a material term of this Agreement.

4. To the extent that, on or after the Effective Date, a settlement on behalf of a class that would otherwise be a Non-Party Settlement is submitted to a court for preliminary or final approval under Rule 23 of the Federal Rules of Civil Procedure, the proponents of the settlement will include, unless prohibited by applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Teva Defendants in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. For the avoidance of doubt, the Settling Parties acknowledge that the effectiveness of any such provision will depend upon its approval by the court to which the settlement agreement is submitted in accordance with Rule 23 of the Federal Rules of Civil Procedure. The obligation to include the prohibition and/or release required by the subsection is a material term of this Agreement.

5. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

6. The provisions of this Section IX.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

7. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Non-Party Covered Conduct Claim against the Released Entities related to the Released Claims, that Class Member and the Teva Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released Entities than the amounts owed under this Agreement by the Teva Defendants:

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

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

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

d. The Class Member and the Teva Defendants shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required

to make any payment with respect to the Released Claims beyond the Settlement Amount owed by the Teva Defendants under this Agreement. Such steps shall include, where permissible:

(i) Support by Releasors of a motion to dismiss or such other appropriate motion as may be filed by the Teva Defendants or Released Entities in response to any Claim filed in litigation or arbitration;

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

(iii) Such other actions as that Releasor and the Teva Defendants may devise to hold the Released Entities harmless from the Claim-Over.

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

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

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

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

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



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

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

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

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

H. **Cooperation.** Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Teva Defendants to secure the prompt dismissal of any and all Released Claims.

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

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

## **X. Miscellaneous Provisions**

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

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

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

The exhibits to this Agreement are:

Exhibit A	Non-Exhaustive List of Certain Class Members
Exhibit B	List of Other Actions
Exhibit C	Plan of Allocation
Exhibit D	Registration Form
Exhibit E	Claim Form
Exhibit F	Form of Preliminary Approval Order
Exhibit G	Form of Final Approval Order
Exhibit H	Form of Notice
Exhibit I	Form of Summary Notice
Exhibit J	Released Entities
Exhibit K	Plan for Settlement Product

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



Approval Order, (3) the Preliminary Approval Order, (4) this Agreement, and (5) the Plan of Allocation.

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

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

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

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

**I. Litigation Cooperation.** Upon request by the Teva Defendants, Class Representatives agree to cooperate in the provision of de-identified data from the Class Representatives for the sole purpose of a Released Entity recovering amounts owed to it pursuant to any insurance contract. If such request includes information beyond what was previously produced in the Other Actions or used to support the Class Representatives' Registration and/or Claim Forms, the costs to extract, de-identify, and certify HIPAA compliance of such data shall be borne by Teva Defendants. Upon request by the Class Representatives, the Teva Defendants agree to cooperate in the provision of records and accompanying business records affidavits or a declaration pursuant to Federal Rule of Evidence 803 pertaining to documents produced by the

Teva Defendants with true and correct facts relevant to the authenticity of documents produced in the Action or Other Actions.

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

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

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

John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095  
donbarrettpa@gmail.com

Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street, Suite 500  
Dallas, TX 75202  
wburns@burnscharest.com

Robert A. Clifford  
CLIFFORD LAW OFFICES, P.C.  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602  
rclifford@cliffordlaw.com

Steven B. Farmer  
FARMER, CLINE & CAMPBELL, PLLC  
746 Myrtle Road  
Charleston, WV 25314  
sbfarmer@fcclaw.net

Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016  
[charlesl@cuneolaw.com](mailto:charlesl@cuneolaw.com)

Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602  
[SteveMartino@taylormartino.com](mailto:SteveMartino@taylormartino.com)

If directed to the Teva Defendants, address notice to:

Frank Cavanagh  
Nicole Mastropieri  
Teva Pharmaceuticals USA, Inc.  
400 Interpace Pkwy #3  
Parsippany, NJ 07054  
[Frank.Cavanagh@tevapharm.com](mailto:Frank.Cavanagh@tevapharm.com)  
[Nicole.Mastropieri@tevapharm.com](mailto:Nicole.Mastropieri@tevapharm.com)

Eric Sitarchuk  
Evan Jacobs  
Morgan, Lewis & Bockius LLP  
2222 Market Street  
Philadelphia, PA 19103  
[eric.sitarchuk@morganlewis.com](mailto:eric.sitarchuk@morganlewis.com)  
[evan.jacobs@morganlewis.com](mailto:evan.jacobs@morganlewis.com)

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

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

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

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

O. **Severability.** If any of the immaterial provisions of this Agreement (or any portion thereof) are held unenforceable in any jurisdiction, then such provisions shall be severable, and the Settling Parties agree that the enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

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

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement in several counterpart originals as of the date set forth below.


Agreed to as of this September 30, 2024.

**COUNSEL FOR THE TEVA DEFENDANTS:**

By:  \_\_\_\_\_

Eric Sitarchuk  
Morgan, Lewis & Bockius LLP  
2222 Market Street  
Philadelphia, PA 19103  
eric.sitarchuk@morganlewis.com

**CLASS COUNSEL:**

By:   
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016


By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**

By:

\_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By:

\_\_\_\_\_  
  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By:

\_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By:

\_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By:

\_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

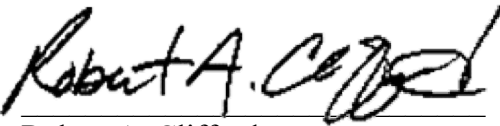
By:

\_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**

By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By:  \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

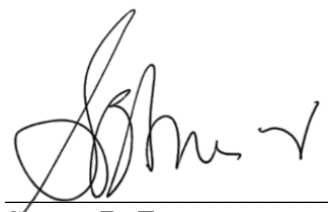


**CLASS COUNSEL:**

By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By:  \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602


**CLASS COUNSEL:**

By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By:  \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**


By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By:  \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**EXHIBIT A**

**Non-Exhaustive List of Certain Class Members<sup>1</sup>**

Abilene Regional Medical Center	Alta Bates Summit Medical Center -Summit Campus
Abrazo Arizona Heart Hospital	Amery Hospital & Clinic
Abrazo Arrowhead Campus	Anderson Regional Medical Center
Abrazo Central Hospital	Angel Medical Center
Acquisition Bell Hospital, LLC	Annie Penn Hospital
Advanced Care Hospital of White County	Appalachian Regional Healthcare, Inc.
AHS Claremore Regional Hospital, LLC	ARH Our Lady of the Way Hospital
AHS Cushing Hospital, LLC	ARH Tug Valley Health Services, Inc.
AHS Henryetta Hospital, LLC	Arizona Orthopedic and Surgical Specialty Hospital
AHS Hillcrest Medical Center, LLC	Arizona Spine and Joint Hospital LLC
AHS Pryor Hospital, LLC	Ashley Valley Medical Center, LLC
AHS Southcrest Hospital, LLC	Athens Hospital, LLC
Aiken Regional Medical Centers	Athens Regional Medical Center
Alamance Regional Medical Center (ARMC)	Aventura Hospital and Medical Center
Alamance Regional Pain Clinic	Avera Creighton Hospital
Alaska Regional Hospital	Avera De Smet Memorial Hospital
Albany Medical Center Hospital	Avera Dells Area Hospital
Allegheny Health Network	Avera Flandreau Hospital
Allegiance Behavioral Health Center of Plainview, L.L.C.	Avera Gettysburg Hospital
Allegiance Health Center of Monroe	Avera Granite Falls
Allegiance Health Center of Ruston, LLC	Avera Gregory Hospital
Allegiance Hospital of Many, LLC	Avera Hand County Memorial Hospital
Allegiance Hospital of North Little Rock, LLC d/b/a Allegiance Health Management - North Metro Medical Center	Avera Heart Hospital
Allegiance Medical Center of Ruston, LLC	Avera Holy Family Hospital
Allegiance Specialty Hospital of Greenville, LLC	Avera Marshall Regional Medical Center
Alliance Healthcare System	Avera McKennan Hospital & University Health Center
AllianceHealth Clinton	Avera Medical Group Granite Falls
AllianceHealth Deaconess	Avera Merrill Pioneer Hospital
AllianceHealth Durant	Avera Queen of Peace Hospital
AllianceHealth Madill	Avera Sacred Heart Hospital
AllianceHealth Midwest	Avera St. Anthony's Hospital
AllianceHealth Ponca City	Avera St. Benedict Health Center
AllianceHealth Seminole	Avera St. Luke's Hospital
AllianceHealth Woodward	Avera St. Mary's Hospital
Alta Bates Summit Medical Center - Ashby & Herrick	Avera Tyler Hospital
	Avera Westkota Memorial Hospital
	Bailey Medical Center, LLC
	Baptist Health Corbin
	Baptist Health Deaconess Madisonville

---

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

Baptist Health Floyd  
 Baptist Health LaGrange  
 Baptist Health Lexington  
 Baptist Health Louisville  
 Baptist Health Paducah  
 Baptist Health Richmond, Inc.  
 Baptist Healthcare Systems, Inc. (KY)  
 Baptist Hospital Inc. (FL)  
 Baptist Medical Center  
 Baptist Memorial Hospital - Attala  
 Baptist Memorial Hospital - Booneville  
 Baptist Memorial Hospital - Calhoun  
 Baptist Memorial Hospital - Collierville  
 Baptist Memorial Hospital - Crittenden  
 Baptist Memorial Hospital - DeSoto  
 Baptist Memorial Hospital - Golden Triangle  
 Baptist Memorial Hospital - Huntingdon  
 Baptist Memorial Hospital - Jonesboro, Inc.  
 Baptist Memorial Hospital - Leake  
 Baptist Memorial Hospital - Memphis  
 Baptist Memorial Hospital - North MS  
 Baptist Memorial Hospital - Tipton  
 Baptist Memorial Hospital - Union City  
 Baptist Memorial Hospital - Union County  
 Baptist Memorial Hospital - Yazoo  
 Baptist Memorial Hospital for Women  
 Baptist Memorial Rehabilitation Hospital  
 Baptist Memorial Restorative Care Hospital  
 Barbourville ARH Hospital  
 Bartow Regional Medical Center, Inc.  
 BayCare Alliant Hospital, Inc.  
 Bayfront Health - Spring Hill  
 Bayfront Health Brooksville  
 Bayfront Health Port Charlotte  
 Bayfront Health Punta Gorda  
 Bayfront Health Seven Rivers  
 Baylor Medical Center at Trophy Club  
 Baylor Medical Center at Uptown  
 Baylor Orthopedic and Spine Hospital at Arlington  
 Baylor Scott & White Medical Center - Frisco  
 Baylor Scott & White Medical Center - Sunnyvale

Baylor Scott & White Surgical Hospital at Sherman  
 Baylor Surgical Hospital at Fort Worth  
 Baylor Surgical Hospital at Los Colinas  
 Bayview Behavioral Hospital  
 Beckley ARH Hospital  
 Bellevue Woman's Center  
 Belton Regional Medical Center  
 Berkeley Medical Center  
 Berwick Hospital Center  
 Bienville Medical Center, Arcadia  
 Bienville Medical Center, Inc.  
 Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center  
 Big Spring Hospital Corporation  
 Blake Medical Center  
 Blessing Hospital  
 Blount Memorial Hospital  
 Blue Mountain Hospital  
 Blue Ridge Regional Hospital  
 Bluefield Regional Medical Center  
 Bluffton Regional Medical Center  
 Bon Secours - Memorial Regional Medical Center, Inc. (VA)  
 Bon Secours - Richmond Community Hospital, Inc.  
 Bon Secours - St. Francis Medical Center, Inc.  
 Bon Secours - St. Mary's Hospital Of Richmond, Inc.  
 Boone Hospital Center  
 Bourbon Community Hospital, LLC  
 Bowdle Healthcare Center  
 Bowling Green-Warren County Community Hospital Corporation  
 Bradford Regional Medical Center  
 Brandon Regional Hospital  
 Braxton County Memorial Hospital  
 Braxton County Memorial Hospital, Inc.  
 Brigham City Community Hospital  
 Brigham City Community Hospital, Inc.  
 Broadus Hospital  
 Broadus Hospital Association  
 Brookdale Hospital Medical Center  
 Brooks Memorial Hospital  
 Brookwood Baptist Medical Center

Brownwood Hospital, L.P. d/b/a  
Brownwood Regional Medical Center  
BSA Hospital, LLC  
Kaleida Health d/b/a Buffalo General  
Medical Center  
Bullock County Hospital  
Cache Valley Hospital  
California Pacific Medical Center - Mission  
Bernal Campus  
California Pacific Medical Center (Van Ness  
and Davies Campuses)  
CAMC General Hospital  
CAMC Memorial Hospital  
CAMC Teays Valley Hospital  
CAMC Women and Children's Hospital  
Camden Clark Medical Center  
Camden-Clark Memorial Hospital  
Corporation  
Cameron Parish Hospital and Psychiatric  
Facility  
Canton-Potsdam Hospital  
Capital Health Medical Center - Hopewell  
Capital Health Regional Medical Center  
Capital Regional Medical Center  
CarePartners Rehabilitation Hospital  
Carlsbad Medical Center  
Carolinas Hospital System Florence  
Carolinas Hospital System Marion  
Carondelet Holy Cross Hospital  
Carondelet St. Joseph's Hospital  
Carondelet St. Mary's Hospital  
Carris Health - Redwood Hospital  
Carris Health - Redwood, LLC  
Carris Health - Rice Memorial Hospital  
Carris Health, LLC  
Cartersville Medical Center  
Carthage Hospital, LLC  
Castleview Hospital, LLC  
Catholic Health System, Inc.  
Cedar Park Health System, L.P. d/b/a Cedar  
Park Regional Medical Center  
Centennial Hills Hospital Medical Center  
Center Point Medical Center  
CentraCare - Melrose  
CentraCare - Sauk Centre  
CentraCare Health - Long Prairie Hospital

CentraCare Health - Monticello Hospital  
CentraCare Health - Paynesville Hospital  
Centracare Health - Paynesville LLC  
Centracare Health System - Nr, LLC  
Centracare Health System Long Prairie  
Centracare Health System Melrose  
Central Florida Regional Hospital  
Charleston Area Medical Center, Inc.  
Charleston Hospital, Inc.  
Charleston Hospital, Inc. d/b/a Saint Francis  
Hospital  
Chesapeake Hospital Corporation  
Chester Regional Medical Center  
CHI Saint Joseph Health Mount Sterling  
Chippenhams Hospital  
Christiana Care Health System, Inc.  
Citizens Baptist Medical Center  
Citrus HMA, LLC d/b/a Bayfront Health  
Seven Rivers, Seven Rivers Medical Center  
Citrus Memorial Hospital  
City Hospital, Inc.  
Clay County Healthcare Authority  
Cleveland Tennessee Hospital Company,  
LLC  
CLHG-Acadian, LLC  
CLHG-Acadian, LLC d/b/a Acadian  
Medical Center, Eunice  
CLHG-Avoyelles, LLC  
CLHG-Avoyelles, LLC d/b/a Avoyelles  
Hospital, Marksville  
CLHG-Dequincy d/b/a Dequincy Memorial  
Hospital, Dequincy  
CLHG-Dequincy, LLC  
CLHG-Leesville d/b/a Byrd Regional  
Hospital, Leesville  
CLHG-Leesville, LLC  
CLHG-Minden, LLC  
CLHG-Minden, LLC d/b/a Minden Medical  
Center, Minden  
CLHG-Oakdale, LLC  
CLHG-Oakdale, LLC Oakdale Community  
Hospital, Oakdale  
CLHG-Ruston, LLC  
CLHG-Ville Platte, LLC  
CLHG-Ville Platte, LLC d/b/a Mercy  
Regional Medical Center, Ville Platte

CLHG-Winn, LLC  
 CLHG-Winn, LLC d/b/a Winn Parish  
 Medical Center, Winnfield  
 Clifton Springs Hospital and Clinic  
 Clinch Valley Medical Center, Inc.  
 CMGH-Minden, LLC  
 Coastal Carolina Hospital  
 Coffee Medical Group, LLC d/b/a Unity  
 Medical Center  
 Coliseum Medical Centers  
 Coliseum Northside Hospital  
 College Station Medical Center  
 Colleton Medical Center  
 Colquitt Regional Medical Center  
 Columbia Capital Medical Center Limited  
 Partnership  
 Columbia Medical Center of Plano  
 Subsidiary, L.P.  
 Columbia Memorial Hospital (CMH)  
 Columbia Rio Grande Healthcare, L.P.  
 Comanche County Hospital Authority  
 Community Health Association  
 Community Health Association d/b/a  
 Jackson General Hospital  
 Community Hospital of Andalusia, LLC  
 Community Hospital, Inc.  
 Community Hospital, LLC  
 Community Memorial Hospital Avera  
 Cone Health Behavioral Health Hospital  
 Cone Health Cancer Center at Alamance  
 Regional  
 Cone Health Cancer Center at Wesley Long  
 Hospital  
 Cone Health Physical Medicine and  
 Rehabilitation  
 Cone Health Women's and Children's  
 Center at Moses Cone Hospital  
 Coral Gables Hospital  
 Cornerstone Regional Medical Center  
 Corona Regional Medical Center  
 Corpus Christi Medical Center – Bay Area  
 Corpus Christi Medical Center – Doctors  
 Regional  
 Corpus Christi Medical Center – Northwest  
 Regional

Corpus Christi Medical Center – The Heart  
 Hospital  
 Cox Medical Center South  
 Cox North Hospital  
 Crestwood Medical Center  
 Crestwyn Behavioral Health  
 Crisp Regional Hospital  
 Crockett Hospital, LLC  
 Cuba Memorial Hospital (CMH)  
 Dardanelle Community Hospital, LLC  
 Davis Medical Center  
 Davis Memorial Hospital  
 Davis Regional Medical Center  
 DeGraff Medical Park  
 Fort Payne Hospital Corporation d/b/a  
 Dekalb Regional Medical Center  
 Del Sol Medical Center  
 Delray Medical Center  
 Delta Regional Medical Center  
 Deming Hospital Corporation d/b/a  
 Mimbres Memorial Hospital  
 Desert Regional Medical Center  
 Desert Springs Hospital Medical Center  
 Desert View Hospital  
 Victoria of Texas, L.P. d/b/a DeTar Hospital  
 Navarro  
 DHSC, LLC d/b/a Affinity Medical Center  
 (Closed 2.4.18)  
 Dickenson Community Hospital  
 DLP Central Carolina Medical Center, LLC  
 DLP Conemaugh Memorial Medical Center,  
 LLC  
 DLP Conemaugh Meyersdale Medical  
 Center, LLC  
 DLP Conemaugh Miners Medical Center,  
 LLC  
 DLP Frye Regional Medical Center, LLC  
 DLP Harris Regional Hospital, LLC  
 DLP Haywood Regional Medical Center,  
 LLC  
 DLP Maria Parham Medical Center, LLC  
 DLP Marquette General Hospital, LLC  
 DLP Person Memorial Hospital, LLC  
 DLP Rutherford Regional Health System,  
 LLC  
 DLP Swain County Hospital, LLC



DLP Twin County Regional Healthcare, LLC  
DLP Wilson Medical Center, LLC  
DMC Children's Hospital of Michigan  
DMC Detroit Receiving Hospital  
DMC Huron Valley - Sinai Hospital  
DMC Hutzel Women's Hospital  
DMC Rehabilitation Institute of Michigan  
DMC Sinai-Grace Hospital  
Doctors Hospital of Augusta  
Doctors Hospital of Laredo  
Doctors Hospital of Manteca  
Doctors Hospital of Sarasota  
Doctors Medical Center of Modesto  
Dodge City Healthcare Group, LLC  
Dominion Hospital  
Donalsonville Hospital  
Drew Memorial Hospital (AR)  
Dukes Memorial Hospital  
Dunes Surgical Hospital  
Dupont Hospital  
East Baton Rouge Medical Center, LLC  
East Cooper Medical Center  
East Georgia Regional Medical Center  
East Ohio Regional Hospital  
Eastern Idaho Regional Medical Center  
Eastern New Mexico Medical Center  
Eastside Medical Center  
Eden Medical Center  
El Paso Healthcare System, Ltd.  
Elbert Memorial Hospital  
Ellis Hospital Foundation, Inc.  
Emanuel Medical Center  
Englewood Community Hospital  
Erie County Medical Center (ECMC)  
Essent PRMC, L.P.  
Eureka Community Health Services Avera  
Evanston Hospital Corporation d/b/a  
Evanston Regional Hospital  
Gilliard Health Services d/b/a Evergreen  
Medical Center  
Fairfax Community Hospital  
Fairmont Regional Medical Center  
Fairview Park Hospital  
Faith Community Hospital  
Fannin Regional Hospital

Faulkton Area Medical Center  
Fauquier Medical Center, LLC  
Fawcett Memorial Hospital  
Fayette Medical Center  
Fayetteville Arkansas Hospital Company, LLC  
FF Thompson Hospital  
First Hospital  
Flaget Memorial Hospital  
Fleming Medical Center, LLC  
Florida Medical Center, a campus of North Shore  
Triad Health d/b/a Flowers Hospital  
Floyd Valley Hospital  
Flushing Hospital Medical Center  
Forrest City Arkansas Hospital Corporation LLC d/b/a Forrest City Medical Center  
Forrest County General Hospital  
Fort Duncan Regional Medical Center  
Fort Walton Beach Medical Center  
Fountain Valley Regional Hospital & Medical Center  
Frankfort Regional Medical Center  
Franklin Woods Community Hospital  
Freedom Behavioral Hospital of Magnolia  
Freeman Health System  
Freeman Hospital East  
Freeman Hospital West  
Freeman Neosho Hospital  
Freeman Regional Hospital  
Gadsden Regional Medical Center  
Garden Park Medical Center  
Garrett Regional Medical Center  
George Washington University Hospital  
Georgetown Community Hospital, LLC  
Glens Falls Hospital  
Gonzales Healthcare Systems  
Good Samaritan Hospital  
Good Samaritan Medical Center  
Goodland Regional Medical Center  
Gouverneur Hospital  
Grafton City Hospital, Inc.  
Grand Strand Medical Center  
Affinity Hospital d/b/a Grandview Medical Center  
Grant Memorial Hospital

Grayson County Hospital Foundation, Inc.  
 Greenbrier Valley Medical Center  
 Greeneville Community Hospital  
 Greenwood Leflore Hospital  
 Gulf Coast Regional Medical Center  
 Halifax Hospital Medical Center  
 Hardin Memorial Hospital  
 Harlan ARH Hospital  
 Haskell County Community Hospital  
 Havasu Regional Medical Center, LLC  
 Hawkins County Memorial Hospital, Inc.  
 f/k/a/ Hawkins County Memorial Hospital  
 Hazard ARH Regional Medical Center  
 HCA Health Services of Florida, Inc.  
 HCA Health Services of New Hampshire, LLC  
 HCA Health Services of Tennessee, Inc.  
 HCA Health Services of Virginia, Inc.  
 HCA Houston Healthcare Clear Lake  
 HCA Houston Healthcare Conroe  
 HCA Houston Healthcare Kingwood  
 HCA Houston Healthcare Mainland  
 HCA Houston Healthcare Medical Center  
 HCA Houston Healthcare North Cypress  
 HCA Houston Healthcare Northwest  
 HCA Houston Healthcare Pearland  
 HCA Houston Healthcare Southeast  
 HCA Houston Healthcare Tomball  
 HCA Houston Healthcare West  
 Health First Cape Canaveral Hospital  
 Health First Holmes Regional Medical Center  
 Health First Medical Group  
 Healthcare Authority for the City of Anniston  
 Heart Hospital of Austin  
 Heartland Long Term Acute Care Hospital  
 Hegg Health Center Avera  
 Henderson County Community Hospital  
 Henderson Hospital  
 Henderson Hospital, LLC  
 Hendricks Community Hospital Association  
 Hennepin Healthcare System d/b/a  
 Hennepin County Medical Center  
 Hennepin Healthcare System, Inc.  
 Henrico Doctors' Hospital

Herbert J. Thomas Memorial Hospital Association  
 HH/Killeen Health System, LLC  
 Hialeah Hospital  
 Hi-Desert Medical Center  
 Highland Community Hospital  
 Highland Hospital  
 Highlands Regional Medical Center (KY)  
 Highlands Regional Medical Center (FL)  
 Highlands-Cashiers Hospital  
 NHCI of Hillsboro, Inc. d/b/a Hill Regional Hospital  
 Hillside Hospital, LLC  
 Hilton Head Hospital  
 Horton Community Hospital  
 Hospital Development of West Phoenix, Inc.  
 Hospital Menonita Caguas, Inc.  
 Hospital Menonita Guayama, Inc.  
 Hospital of Barstow, Inc. d/b/a Barstow Community Hospital  
 Hospital of Louisa, Inc. d/b/a Three Rivers Medical Center  
 Hospital of Morristown, Inc.  
 Hot Springs National Park Hospital Holdings, LLC  
 Howard County Hospital Foundation  
 HTI Memorial Hospital Corporation  
 Hudson Hospital & Clinic  
 Huntsville Memorial Hospital  
 Hutchinson Health  
 Hutchinson Health Hospital  
 I-70 Community Hospital  
 Illini Community Hospital  
 Indian Path Medical Center  
 Infirmary Health Hospitals, Inc.  
 Infirmary LTAC (Long Term Acute Care) Hospital  
 Integris Health - Baptist Medical Center  
 Integris Health - Bass Baptist Hospital  
 Integris Health - Canadian Valley Hospital  
 Integris Health - Edmond  
 Integris Health - Lakeside Women's Hospital  
 Integris Health - MC Portland Ave.  
 Integris Health - Miami Hospital  
 Integris Health - Southwest Medical Center

Integris Health, Inc  
 Integris Health - Grove Hospital  
 Integris ProHealth, Inc.  
 Interfaith Medical Center  
 J.W. Ruby Memorial Hospital  
 Jackson County Hospital District  
 Jackson Hospital  
 Jackson Hospital Corporation d/b/a  
 Kentucky River Medical Center  
 Jackson Medical Center  
 Jacksonville Hospital, LLC  
 Jamaica Hospital Medical Center  
 James and Connie Maynard Children's  
 Hospital  
 Jay Hospital Inc. (FL)  
 Jefferson Davis Community Hospital  
 Jefferson Medical Center (Charles Town  
 General Hospital)  
 Jennie Stuart Medical Center, Inc.  
 JFK Medical Center  
 JFK Medical Center - North Campus  
 John F. Kennedy Memorial Hospital  
 John R. Oishei Children's Hospital  
 John Randolph Medical Center  
 Johns Hopkins Health System Corp.  
 Johnson County Community Hospital  
 Johnston Memorial Hospital, Inc.  
 Jones Memorial Hospital  
 Kendall Regional Medical Center  
 Kenmore Mercy Hospital (NY)  
 Kentucky Hospital, LLC  
 Kingman Regional Medical Center  
 Kingsbrook Jewish Medical Center  
 Kosciusko Community Hospital  
 La Porte Hospital  
 Lafayette General Health System, Inc.  
 Lafayette Regional Health Center  
 Lake City Medical Center  
 Lake Cumberland Regional Hospital, LLC  
 Granbury Hospital Corporation d/b/a Lake  
 Granbury Medical Center  
 Lake Hospital System, Inc.  
 Lake Norman Regional Medical Center  
 Lakes Regional Healthcare  
 Lakeview Hospital (MN)  
 Lakeview Hospital (UT)

Lakeview Memorial Hospital Association,  
 Inc.  
 Lakeview Regional Medical Center  
 Lakeway Regional Hospital  
 Lakewood Ranch Medical Center  
 Lakewood Regional Medical Center  
 Landmann-Jungman Memorial Hospital  
 Corporation  
 Landmann-Jungman Memorial Hospital  
 Avera  
 Laredo Texas Hospital Company, L.P. d/b/a  
 Laredo Medical Center  
 Largo Medical Center  
 Larkin Community Hospital Behavioral  
 Health Services, Inc.  
 Larkin Community Hospital Palm Springs  
 Campus  
 Larkin Community Hospital South Miami  
 Las Palmas Del Sol Healthcare  
 Lawnwood Regional Medical Center  
 Lawrence County Hospital  
 Lea Regional Medical Center  
 Lee Memorial Health System, d/b/a Lee  
 Health  
 Lee's Summit Medical Center  
 Leesburg Regional Medical Center  
 Lester E. Cox Medical Center d/b/a Cox  
 Medical Centers  
 LewisGale Hospital Alleghany  
 LewisGale Hospital Montgomery  
 LewisGale Hospital Pulaski  
 LewisGale Medical Center  
 Lexington Medical Center  
 Liberty Regional Medical Center  
 LifeBrite Community Hospital of Early  
 LifeBrite Community Hospital of Stokes  
 Livingston Regional Hospital, LLC  
 Logan General Hospital, LLC  
 Logan Memorial Hospital, LLC  
 Lone Peak Hospital  
 Longview Regional Medical Center  
 Loretto Hospital of Chicago  
 Los Alamitos Medical Center  
 Los Robles Hospital & Medical Center  
 Lourdes Hospital, LLC  
 Lovelace Health System, Inc.

Lower Keys Medical Center  
 Lutheran Health Network The Orthopedic  
 Hospital  
 Lutheran Hospital  
 Lutheran Rehabilitation Hospital (or  
 Rehabilitation Hospital of Fort Wayne)  
 MacNeal Hospital  
 Mad River Community Hospital  
 Magnolia Regional Health Center (MRHC)  
 Manatee Memorial Hospital, L.P.  
 Marion Community Hospital, Inc.  
 Marion General Hospital  
 Marshall County Healthcare Center Avera  
 Marshall Medical Centers (Tennessee)  
 Mary Black Health System - Gaffney  
 (Selling)  
 Mary Breckinridge ARH Hospital  
 Mary Immaculate Hospital, Inc.  
 Maryview Hospital  
 Mason Hospital District, Mason County, IL  
 Massena Hospital  
 Mat-Su Regional Medical Center  
 Maverick County Hospital District, Texas  
 McDowell ARH Hospital  
 McKenzie Tennessee Hospital Company,  
 LLC d/b/a McKenzie Regional Hospital  
 McKenzie Willamette Regional Medical  
 Center Associates, LLC d/b/a McKenzie-  
 Willamette Medical Center  
 Meadowview Regional Medical Center,  
 LLC  
 Meadville Medical Center  
 MedCenter High Point  
 MedCenter Kernersville  
 MedCenter Mebane  
 Medical Center Enterprise  
 Medical Center of Deltona, Inc.  
 Medical Center of South Arkansas  
 Medical Center of Trinity  
 Medical City Alliance  
 Medical City Arlington  
 Medical City Children's Hospital  
 Medical City Dallas  
 Medical City Denton  
 Medical City Fort Worth  
 Medical City Frisco

Medical City Green Oaks  
 Medical City Las Colinas  
 Medical City Lewisville  
 Medical City McKinney  
 Medical City North Hills  
 Medical City Plano  
 Medical City Weatherford  
 Memorial Health University Medical Center  
 Memorial Hermann Surgical Hospital First  
 Colony  
 Memorial Hermann Surgical Hospital  
 Kingwood  
 Memorial Hospital  
 Memorial Hospital - Gulfport  
 Memorial Hospital Jacksonville  
 Memorial Hospital Los Banos  
 Memorial Hospital of Tampa  
 Memorial Medical Center  
 Memorial Satilla Health  
 Mennonite General Hospital, Inc.  
 Menorah Medical Center  
 Mercy Hospital - Miami  
 Mercy Hospital of Buffalo (NY)  
 Mercy Medical Center, Inc.  
 Mercy Medical (IL)  
 Merit Health Biloxi  
 Merit Health Central  
 Merit Health Madison  
 Merit Health Rankin  
 Merit Health Woman's Hospital  
 Methodist Children's Hospital  
 Methodist Healthcare System of San  
 Antonio, Ltd., L.L.P.  
 Methodist Heart Hospital  
 Methodist Hospital  
 Methodist Hospital | Ambulatory Surgery  
 Methodist Hospital | Metropolitan  
 Methodist Hospital | Northeast  
 Methodist Hospital | South  
 Methodist Hospital | Specialty and  
 Transplant  
 Methodist Hospital | Stone Oak  
 Methodist Hospital | Texusan  
 MetroWest Medical Center - Framingham  
 Union Hospital

MetroWest Medical Center - Leonard Morse Hospital  
 Mexia Principal Healthcare Limited Partnership  
 Meyer Orthopedic & Rehabilitation Hospital  
 Middlesboro ARH Hospital  
 Middlesex Health System, Inc.  
 Milbank Area Health Care  
 Millard Fillmore Suburban Hospital  
 Mills-Peninsula Medical Center  
 Mission Hospital  
 Mission Hospital McDowell  
 Mission Trail Baptist Hospital  
 Mitchell County Hospital  
 Mizell Memorial Hospital  
 MMC of Nevada, LLC d/b/a Mesa View Regional Hospital  
 Moberly Regional Medical Center  
 Mobile Infirmary Medical Center  
 Mobridge Regional Hospital  
 Moncks Corner Medical Center  
 Monongalia County General Hospital Company  
 Monroe HMA LLC d/b/a Clearview Regional Medical Center  
 Montclair Hospital, LLC  
 Montefiore St. Luke's Cornwall  
 Morgan County ARH Hospital  
 Morton Plant Hospital Association, Inc.  
 Mosaic Life Care  
 Mosaic Medical Center - Albany  
 Mosaic Medical Center - Maryville  
 Moses Taylor Hospital  
 Mount Sinai Hospital and St. Luke's-Roosevelt Hospital Center (Mount Sinai)  
 Mount St. Mary's Hospital of Niagara Falls (NY)  
 Mountain Lakes Medical Center  
 Mountain States Health Alliance f/k/a Johnson City Medical Center Hospital, Inc. (TN)  
 Mountain View Hospital - Payson  
 Mountain View Regional Medical Center  
 Mountain View Hospital  
 MS Baptist Medical Center  
 Nacogdoches Medical Center

Naples Community Hospital, Inc.  
 Nason Medical Center, LLC  
 Natchez Hospital Company, LLC  
 Navarro Regional Hospital  
 NCH Healthcare System, Inc.  
 Newark-Wayne Community Hospital  
 Niagara Falls Memorial Medical Center  
 Niswonger Children's Hospital  
 North Arkansas Regional Medical Center  
 North Baldwin Infirmary  
 North Broward Hospital District d/b/a Broward Health  
 North Central Baptist Hospital  
 North Central Surgical Center, LLP  
 North Florida Regional Medical Center  
 North Mississippi Medical Center - Eupora  
 North Mississippi Medical Center - Hamilton  
 North Mississippi Medical Center - Iuka  
 North Mississippi Medical Center - Pontotoc  
 North Mississippi Medical Center - Tupelo  
 North Mississippi Medical Center - West Point  
 North Oaks Medical Center, LLC  
 North Okaloosa Medical Center  
 North Shore Medical Center  
 North Suburban Medical Center  
 North Sunflower Medical Center  
 Northeast Baptist Hospital  
 Northeast Regional Medical Center  
 Northern Light A.R. Gould Hospital  
 Northern Light Blue Hill Hospital  
 Northern Light CA Dean Hospital  
 Northern Light Eastern Maine Medical Center  
 Northern Light Inland Hospital  
 Northern Light Maine Coast Hospital  
 Northern Light Mayo Hospital  
 Northern Light Mercy Hospital  
 Northern Light Seabrook Valley Hospital  
 Northern Louisiana Medical Center  
 Northern Nevada Medical Center  
 Northside Hospital  
 Northwell Health  
 Northwest Health Physicians' Specialty Hospital

Northwest Medical Center (AZ)  
 Northwest Medical Center (FL)  
 Northwest Medical Center - Bentonville  
 Northwest Medical Center - Springdale  
 Northwest Medical Center – Willow Creek  
 Women’s Hospital  
 Northwest MS Medical Center  
 Northwest Texas Healthcare System  
 Norton Audubon Hospital  
 Norton Brownsboro Hospital  
 Norton Children’s Hospital  
 Norton Community Hospital  
 Norton Hospital  
 Norton Women’s and Children’s Hospital  
 Novato Community Hospital  
 Noyes Memorial Hospital  
 Oak Hill Hospital  
 Ocala Regional Medical Center  
 Ocean Springs Hospital  
 Ochsner Bayou, LLC d/b/a Ochsner St.  
 Anne General Hospital  
 Ochsner Clinic Foundation  
 Ochsner Medical Center - Hancock, LLC  
 Ochsner Medical Center - Kenner, LLC  
 Ochsner Medical Center - Northshore, LLC  
 Ogden Regional Medical Center  
 Ohio Valley Medical Center  
 Oklahoma Center for Orthopaedic & Multi-Specialty Surgery  
 Olean General Hospital (NY)  
 Olympia Medical Center  
 Orange Park Medical Center  
 Oro Valley Hospital, LLC  
 Orthopedic and Spine Inpatient Surgical  
 (Oasis) Hospital  
 Osceola Regional Health Center  
 Osceola Regional Medical Center  
 Oswego Community Hospital  
 OU Medicine, Inc.  
 Our Lady of Lourdes Regional Medical  
 Center, Inc.  
 Our Lady of the Angels Hospital, Inc.  
 Our Lady of the Lake Hospital, Inc.  
 Overland Park Regional Medical Center  
 Oviedo Medical Center

Owensboro Health Twin Lakes Medical  
 Center  
 Owensboro Health, Inc.  
 Paintsville Hospital Company, LLC d/b/a  
 Paul B. Hall Regional Medical Center  
 Palestine Principal Healthcare Limited  
 Partnership  
 Palm Bay Hospital  
 Palm Beach Gardens Medical Center  
 Palmdale Regional Medical Center  
 Palmetto General Hospital  
 Palms of Pasadena  
 Palms West Hospital  
 Park Nicollet Methodist Hospital  
 Parkland Medical Center  
 Parkridge East Hospital  
 Parkridge Medical Center  
 Parkridge Valley Hospital  
 Parkridge West Hospital  
 Pascack Valley Hospital, LLC  
 Pascagoula Hospital  
 Patients’ Choice Medical Center of  
 Claiborne  
 Patients’ Choice Medical Center of Erin  
 Patients’ Choice Medical Center of  
 Humphreys County LLC  
 Pearl River County Hospital  
 PHC-Cleveland, Inc.  
 PHC-Elko, Inc.  
 PHC-Fort Mohave, Inc.  
 PHC-Fort Morgan, Inc.  
 PHC-Los Alamos, Inc.  
 Phelps Health Hospital  
 Phillips Hospital Company, LLC d/b/a  
 Helena Regional Medical Center  
 Physicians Regional - Collier Boulevard  
 Physicians Regional - Pine Ridge  
 Physicians Surgical Hospitals, LLC  
 Piedmont Athens Regional Medical Center  
 Piedmont Atlanta Hospital  
 Piedmont Columbus Regional - Midtown  
 Campus  
 Piedmont Columbus Regional - Northside  
 Piedmont Fayette Hospital  
 Piedmont Henry Hospital  
 Piedmont Medical Center



Piedmont Mountainside  
 Piedmont Newnan Hospital  
 Piedmont Newton Hospital  
 Piedmont Rockdale Hospital  
 Piedmont Walton  
 Pikeville Medical Center, Inc.  
 PineLake Regional Hospital, LLC  
 Pipestone County Medical Center  
 Pittsburg Hospital, LLC  
 Placentia - Linda Hospital  
 Plantation General Hospital  
 Plateau Medical Center  
 Pocatello Hospital, LLC  
 Poinciana Medical Center  
 Poplar Bluff Regional Medical Center - Oak  
 Grove  
 Portage Hospital, LLC  
 Porter Regional Hospital  
 Portsmouth Regional Hospital  
 Potomac Valley Hospital  
 Prague Community Hospital  
 Presbyterian/St. Luke's Medical Center  
 Preston Memorial Hospital  
 Preston Memorial Hospital Corporation  
 PRHC-Ennis, L.P.  
 Princeton Baptist Medical Center  
 Princeton Community Hospital Association,  
 Inc.  
 Progressive Medical Management of  
 Batesville  
 ProMedica Health System, Inc.  
 Providence Hospital, LLC  
 Providence St. Joseph's Health  
 Putnam Community Medical Center  
 Quitman County Hospital  
 Quitman Hospital, LLC  
 Raleigh General Hospital, LLC  
 Rapides Regional Medical Center  
 Raulerson Hospital  
 Rawlins County Health Center  
 RCCH Trios Health, LLC  
 RCHP Billings-Missoula, LLC  
 RCHP-Florence, LLC  
 RCHP-Ottumwa, LLC  
 RCHP-Sierra Vista, Inc.  
 RCHP-Wilmington, LLC

Redfield Community Memorial Hospital and  
 Clinic Foundation, Inc.  
 Redmond Regional Medical Center  
 Regional Hospital of Scranton  
 Regional Medical Center Bayonet Point  
 Regional Medical Center of San Jose  
 Regional One Medical Center  
 Regions Hospital  
 Rehabilitation Hospital, LLC  
 Research Medical Center  
 Resolute Health Hospital  
 Reston Hospital Center  
 Retreat Doctors' Hospital  
 Reynolds Memorial Hospital  
 RHN Clark Memorial Hospital, LLC  
 RHN Scott Memorial Hospital, LLC  
 Riceland Medical Center  
 Rio Grande Regional Hospital Main  
 Campus  
 River Oaks Hospital, LLC  
 Riverside Community Hospital  
 Riverside Doctors Hospital Williamsburg  
 Riverside Regional Medical Center  
 Riverside Shore Memorial Hospital  
 Riverside Tappahannock Hospital  
 Riverside Walter Reed Hospital  
 Riverton Memorial Hospital, LLC  
 Riverview Medical Center, LLC  
 Rocky Mountain Hospital for Children  
 Rose Medical Center  
 Rush Health Systems, Inc.  
 Russell County Medical Center  
 Russellville Holdings, LLC  
 Russellville Hospital  
 Sabine Medical Center  
 Sacred Heart Health Services  
 Sage LTAC, LLC  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Covington  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Edgewood  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Florence  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Fort Thomas

Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Grant  
 Saint Francis Health System Inc.  
 Saint Francis Hospital - Bartlett, Inc. f/k/a  
 Tenet Health System Bartlett, Inc.  
 Saint Francis Hospital - Memphis  
 Saint Francis Hospital Muskogee, Inc.  
 Saint Francis Hospital South, LLC  
 Saint Francis Hospital Vinita, Inc.  
 Saint Francis Hospital, Inc.  
 Saint Francis Medical Center  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health - Berea  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health East  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health Hospital  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health London  
 Saint Vincent Hospital  
 Saline Hospital, LLC  
 Samaritan Medical Center  
 San Angelo Hospital, L.P. d/b/a San Angelo  
 Community Medical Center  
 San Antonio Regional Hospital  
 San Miguel Hospital Corporation  
 San Miguel Hospital Corporation d/b/a  
 AltaVista Regional Hospital  
 San Ramon Regional Medical Center  
 Sanford Aberdeen Medical Center  
 Sanford Bagley Medical Center  
 Sanford Bemidji Medical Center  
 Sanford Bismarck  
 Sanford Bismarck Medical Center  
 Sanford Broadway Medical Center  
 Sanford Canby Medical Center  
 Sanford Canton-Inwood Medical Center  
 Sanford Chamberlain Medical Center  
 Sanford Clear Lake Medical Center  
 Sanford Health  
 Sanford Health Network  
 Sanford Health Network North  
 Sanford Hillsboro Medical Center  
 Sanford Jackson Medical Center  
 Sanford Luverne Medical Center  
 Sanford Mayville Medical Center

Sanford Medical Center  
 Sanford Medical Center Fargo  
 Sanford Medical Center Thief River Falls  
 Sanford Sheldon Medical Center  
 Sanford South University Medical Center  
 Sanford Tracy Medical Center  
 Sanford USD Medical Center Sioux Falls  
 Sanford Vermillion Medical Center  
 Sanford Webster Medical Center  
 Sanford Westbrook Medical Center  
 Sanford Wheaton Medical Center  
 Sanford Worthington Medical Center  
 Santa Rosa Medical Center  
 Sarasota County Public Hospital District  
 d/b/a Memorial Healthcare System, Inc.  
 Sarasota Memorial Hospital  
 Saratoga Hospital  
 Sharkey-Issaquena Community Hospital  
 Shelby Baptist Medical Center  
 Sierra Vista Regional Medical Center  
 Siloam Springs Regional Hospital  
 Singing River Health System  
 Sioux Center Health Avera  
 Sisters of Charity Hospital - St. Joseph  
 Campus  
 Sisters of Charity Hospital of Buffalo, New  
 York  
 Sky Ridge Medical Center  
 Slidell Memorial Hospital  
 Smyth County Community Hospital  
 Solano Medical Center  
 Foley Hospital Corporation d/b/a South  
 Baldwin Regional Medical Center  
 South Bay Hospital  
 South Broward Hospital District d/b/a  
 Memorial Healthcare System  
 South Central Regional Medical Center  
 South Florida Baptist Hospital, Inc.  
 South Shore Hospital  
 South Sunflower County Hospital  
 South Texas Health System Children's  
 South Texas Health System Edinburg  
 South Texas Health System Heart  
 South Texas Health System McAllen  
 Southampton Memorial Hospital  
 Southern Hills Hospital & Medical Center



Southern Surgical Hospital  
 Southern Tennessee Medical Center, LLC  
 Southern Virginia Regional Medical Center  
 Southside Regional Medical Center  
 Southwest Healthcare System - Inland  
 Valley Medical Center Campus  
 Southwest Healthcare System - Rancho  
 Springs Medical Center Campus  
 Southwest Mississippi Regional Medical  
 Center  
 Southwestern Illinois Health Facilities, Inc  
 Southwestern Medical Center, LLC  
 Spalding Rehabilitation Hospital  
 Sparks Medical Center - Van Buren  
 Sparks Regional Medical Center  
 Spence and Becky Wilson Baptist  
 Children's Hospital  
 Spotsylvania Regional Medical Center  
 Spring Valley Hospital Medical Center  
 Spring View Hospital, LLC  
 Springs Memorial Hospital  
 St. Anthony's Hospital, Inc.  
 St. Barnabas Health System Bronx NY  
 St. Benedict Health Center  
 St. Claire Medical Pavilion  
 St. Claire Regional Medical Center  
 St. Cloud Hospital  
 St. David's Children's Hospital  
 St. David's Georgetown Hospital  
 St. David's Healthcare Partnership, L.P.,  
 LLP  
 St. David's Medical Center  
 St. David's North Austin Medical Center  
 St. David's Round Rock Medical Center  
 St. David's South Austin Medical Center  
 St. Dominic-Jackson Memorial Hospital  
 St. Francis Health, LLC  
 St. Francis Hospital, Inc.  
 St. Francis Medical Center, Inc.  
 St. James Hospital  
 St. John's Riverside Hospital (NY)  
 St. Joseph Hospital  
 St. Joseph Hospital of Cheektowaga, New  
 York  
 St. Joseph's Hospital of Buckhannon, Inc.  
 St. Joseph's Hospital, Inc.

St. Joseph's/Candler Health System, Inc.  
 St. Lucie Medical Center  
 St. Luke's Baptist Hospital  
 St. Luke's Cornwall Hospital (Cornwall  
 Campus)  
 St. Mark's Hospital  
 St. Mary's Medical Center  
 St. Mary's Regional Medical Center  
 St. Michael's Hospital Avera  
 St. Petersburg General Hospital  
 St. Rose Hospital  
 St. Tammany Parish Hospital Service  
 District No. 1, d/b/a St. Tammany Health  
 Systems  
 St. Vincent Charity Medical Center (&  
 Rosary Hall)  
 Starke Hospital  
 StoneSprings Hospital Center  
 Stonewall Jackson Memorial Hospital  
 Company  
 Strong Memorial Hospital (Includes  
 Golisano Children's Hospital)  
 Summerlin Hospital Medical Center  
 Summers County ARH Hospital  
 Summerville Medical Center  
 Sumner County Hospital District No. 1  
 Sumner Regional Medical Center, LLC  
 Sunrise Children's Hospital  
 Sunrise Hospital & Medical Center  
 Surgical Institute of Reading  
 Sutter Amador Hospital  
 Sutter Auburn Faith Hospital  
 Sutter Coast Hospital  
 Sutter Davis Hospital  
 Sutter Delta Medical Center  
 Sutter Lakeside Hospital  
 Sutter Maternity and Surgery Center of  
 Santa Cruz  
 Sutter Medical Center, Sacramento  
 Sutter Roseville Medical Center  
 Sutter Santa Rosa Regional Hospital  
 Sutter Surgical Hospital - North Valley  
 Sutter Tracy Community Hospital  
 Swedish Medical Center  
 Sycamore Shoals Hospital  
 T.J. Samson Community Hospital

Takoma Regional Hospital, Inc. f/k/a  
 Takoma Hospital, Inc.  
 Tampa Community Hospital, A Campus of  
 Memorial Hospital of Tampa  
 Tampa General Hospital  
 Taylor County Hospital District Health  
 Facilities Corporation  
 Taylor Regional Hospital, Inc.  
 Temecula Valley Hospital  
 Tennova Healthcare - Clarksville  
 Tennova Healthcare - Harton Regional  
 Medical Center  
 Tennova Healthcare - Jefferson Memorial  
 Hospital  
 Tennova Healthcare - LaFollette Medical  
 Center  
 Tennova Healthcare - Lebanon d/b/a  
 University Medical Center (Selling)  
 Tennova Healthcare - Newport Medical  
 Center  
 Tennova Healthcare - North Knoxville  
 Medical Center  
 Tennova Healthcare - Physicians Regional  
 Medical Center (closed)  
 Tennova Healthcare - Turkey Creek Medical  
 Center  
 Terre Haute Regional Hospital  
 Texas Orthopedic Hospital  
 Texas Spine and Joint Hospital, LLC  
 Texoma Medical Center  
 The Blount County Health Care Authority  
 The Brooklyn Hospital Center  
 The Charles Town General Hospital  
 The Children's Hospital at TriStar  
 Centennial  
 The Harrison Memorial Hospital, Inc. d/b/a  
 Harrison Memorial Hospital  
 The Healthcare Authority of Winfield,  
 Alabama  
 The Hospitals of Providence East Campus  
 The Hospitals of Providence Memorial  
 Campus  
 The Hospitals of Providence Sierra Campus  
 The Hospitals of Providence Transmountain  
 Campus  
 The Medical Center at Caverna

The Medical Center At Clinton County, Inc.  
 (KY)  
 The Medical Center at Franklin, Inc.  
 The Medical Center at Scottsville  
 The Medical Center of Aurora  
 The Memorial Hospital of Salem County  
 The MetroHealth System  
 The Moses H. Cone Memorial Hospital  
 The Orthopedic Hospital at Parkview North,  
 LLC  
 The Outer Banks Hospital, Inc.  
 The Rochester General Hospital  
 The Saint Cloud Hospital  
 The Unity Hospital of Rochester  
 The Villages Regional Hospital  
 The West Virginia Health Care Cooperative,  
 Inc.  
 The Women's Hospital of Texas  
 Thomas Hospital  
 Thomas Memorial Hospital  
 Thomas W. Waldrep Jr., Chapter 7 Trustee  
 for CAH Acquisition Company 6, LLC  
 Thomas W. Waldrep Jr., Trustee of the  
 Litigation Trust of CAH Acquisition  
 Company  
 Timpanogos Regional Hospital  
 Tippah County Hospital  
 Titusville Area Hospital  
 Tooele Hospital Corporation d/b/a Mountain  
 West Medical Center  
 Topeka Hospital, LLC  
 TOPS Surgical Specialty Hospital  
 TPG Hospital, LLC (DBA Northwest  
 Surgical Hospital)  
 Transylvania Regional Hospital  
 Trident Medical Center  
 TriStar Ashland City Medical Center  
 TriStar Centennial Medical Center  
 TriStar Centennial Parthenon Pavilion  
 TriStar Greenview Regional Hospital  
 TriStar Hendersonville Medical Center  
 TriStar Horizon Medical Center  
 TriStar Skyline Madison Campus  
 TriStar Skyline Medical Center  
 TriStar Southern Hills Medical Center  
 TriStar StoneCrest Medical Center

TriStar Summit Medical Center  
 Trousdale Medical Center, LLC  
 Troy Hospital Healthcare Authority  
 Trustees of Mease Hospital, Inc  
 Tucson Medical Center  
 Tug Valley ARH Regional Medical Center  
 Tulane Lakeside Hospital  
 Tulane Medical Center  
 Twin Cities Community Hospital  
 Twin Cities Hospital  
 Twin Rivers Regional Medical Center  
 Tyler Memorial Hospital  
 Tyler Regional Hospital, LLC  
 UHS of Oklahoma, LLC  
 UMMC Main  
 UMMC North  
 UMMC Premier  
 UMMC Sugarland  
 Unicoi County Hospital  
 United Hospital Center  
 United Hospital Center, Inc.  
 United Memorial Medical Center  
 Unity Health - Harris Medical Center  
 Unity Health - Searcy Medical Center  
 Unity Health - White County Medical Center  
 University Healthcare System L.C.  
 University Hospital  
 University Hospital & Medical Center  
 University Hospital McDuffie  
 University of Tennessee Medical Center  
 Valley Baptist Medical Center  
 Valley Baptist Medical Center - Brownsville  
 Valley Health System, LLC d/b/a Valley  
 Hospital Medical Center, Inc.  
 Valley Regional Medical Center  
 Vanderbilt University Medical Center  
 Vaughan Regional Medical Center, LLC  
 VHS Acquisition Subsidiary Number 1, Inc.  
 VHS Acquisition Subsidiary Number 9, Inc.  
 Vicksburg Healthcare, LLC  
 Vidant Beaufort Hospital  
 Vidant Bertie Hospital  
 Vidant Chowan Hospital  
 Vidant Duplin Hospital  
 Vidant Edgecombe Hospital

Vidant Medical Center  
 Vidant North Hospital  
 Vidant Roanoke-Chowan Hospital  
 Viera Hospital  
 Wagner Community Memorial Hospital  
 Walker Baptist Medical Center  
 Walthall General Hospital  
 Washington County Hospital  
 Watertown Medical Center, LLC  
 Wayne County General Hospital (MS)  
 Webster County Memorial Hospital  
 Webster Memorial Hospital  
 Weirton Medical Center (WMC)  
 Weirton Medical Center, Inc.  
 Weiss Memorial Hospital  
 Wellington Regional Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Bristol Regional  
 Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Hancock County  
 Hospital  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Holston Valley  
 Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Lonesome Pine  
 Hospital  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Mountain View  
 Regional Medical Center  
 Wesley Children's Hospital  
 Wesley Health System, LLC  
 Wesley Long Hospital  
 Wesley Medical Center  
 Wesley Woodlawn Hospital & ER  
 West Boca Medical Center Inc.  
 West Florida Hospital  
 West Hills Hospital & Medical Center  
 West Marion Community Hospital  
 West Suburban Medical Center  
 West Valley Medical Center  
 West Virginia University Hospitals Inc.

Bullhead City Hospital Corporation d/b/a  
 Western Arizona Regional Medical Center  
 Western Reserve Hospital, LLC  
 Westfields Hospital & Clinic  
 Westlake Hospital  
 Westside Regional Medical Center  
 Wetzel County Hospital Inc.  
 Wheeling Hospital  
 White River Medical Center  
 Whitesburg ARH Hospital  
 Wilkes-Barre General Hospital  
 Willamette Valley Medical Center, LLC  
 William Newton Memorial Hospital  
 Williamston Hospital Corporation d/b/a  
 Martin General Hospital  
 Willow Creek Women's Hospital  
 Wilson N. Jones Regional Medical Center  
 Winston Medical Center  
 Winter Haven Hospital, Inc  
 Woman's Hospital  
 Woodford Hospital, LLC  
 Piney Woods Healthcare System, L.P. d/b/a  
 Woodland Heights Medical Center  
 Woodridge Hospital  
 WVU Medicine Children's  
 Wythe County Community Hospital, LLC  
 Yale New Haven Health Services  
 Corporation  
 Yalobusha County, MS General Hospital  
 Yuma Regional Medical Center

Baptist Medical Center – Attala, LLC  
 Baptist Medical Center – Yazoo, Inc.  
 Baptist Medical Center-Leake, Inc.  
 Baptist Womens Health Center, LLC d/b/a  
 Saint Thomas Hospital for Specialty Surgery  
 Central Florida Health  
 Clay County Medical Corporation  
 Danville Regional Medical Center, LLC  
 DCH Healthcare Authority d/b/a DCH  
 Regional Medical Center  
 DCH Healthcare Authority d/b/a Northport  
 Medical Center  
 Escambia County Alabama Community  
 Hospitals, Inc. d/b/a D.W. McMillan  
 Memorial Hospital

Geneva County Health Care Authority d/b/a  
 Wiregrass Medical Center  
 Greene County Hospital Board d/b/a Greene  
 County Hospital  
 Hospital Development of West Phoenix, Inc.  
 d/b/a Abrazo West Campus  
 Infirmary Health Hospitals, Inc. d/b/a  
 Atmore Community Hospital  
 Infirmary Health Hospitals, Inc. d/b/a  
 Mobile Infirmary  
 Kaleida Health  
 Lakeland Community Hospital, Inc. d/b/a  
 Lakeland Community Hospital  
 Lebanon HMA, LLC f/k/a Lebanon HMA,  
 Inc. d/b/a Tennova Healthcare – Lebanon  
 Lexington Hospital Corporation d/b/a  
 Henderson County Community Hospital  
 Marion Regional Medical Center, Inc.  
 Massac Memorial, LLC d/b/a Massac  
 Memorial Hospital  
 Medical West Hospital Authority d/b/a  
 Medical West  
 Mississippi Baptist Medical Center, Inc.  
 Monroe County Healthcare Authority, d/b/a  
 Monroe County Hospital  
 Monroe County Hospital  
 Mountain States Health Alliance f/k/a  
 Johnson City Medical Center Hospital, Inc.  
 d/b/a Indian Path Community Hospital  
 Mountain States Health Alliance f/k/a  
 Johnson City Medical Center Hospital, Inc.  
 d/b/a Russell County Hospital  
 North Mississippi Medical Center, Inc.  
 Northwest Arkansas Hospitals, LLC d/b/a  
 Northwest Medical Center – Willow Creek  
 Women's Hospital  
 Oak Hill Hospital Corporation d/b/a Plateau  
 Medical Center  
 Orthopedic and Surgical Specialty  
 Company, LLC d/b/a Arizona Specialty  
 Hospital  
 Plaintiff VHS of Arrowhead, Inc. d/b/a  
 Abrazo Central Campus  
 Pontotoc Health Services. Inc.  
 Saint Elizabeth Medical Center, Inc. d/b/a  
 St. Elizabeth Healthcare ("SEH")

Saint Elizabeth Medical Center, Inc. d/b/a  
St. Elizabeth Healthcare (“SEH”)  
St. Luke’s Cornwall Hospital d/b/a St.  
Luke’s Cornwall in Newburgh, New York  
and d/b/a St. Luke’s Cornwall in Cornwall,  
New York  
The Bibb County Healthcare Authority d/b/a  
Bibb Medical Center  
The Dale County Health Care Authority  
d/b/a Dale Medical Center  
The Health Care Authority of Clarke County  
d/b/a Grove Hill Memorial Hospital  
The Healthcare Authority for Baptist Health  
d/b/a Baptist Medical Center East  
The Healthcare Authority for Baptist Health  
d/b/a Baptist Medical Center South  
The Healthcare Authority for Baptist Health  
d/b/a Baptist Medical Center South  
The Healthcare Authority for Baptist Health  
d/b/a Prattville Baptist Hospital  
The Sylacauga Health Care Authority d/b/a  
Coosa Valley Medical Center  
The Tombigbee Health Care Authority d/b/a  
Brian W. Whitfield Memorial Hospital  
Tishomingo Health Services, Inc.  
Tulahoma HMA, LLC f/k/a Tulahoma  
HMA, Inc. d/b/a Tennova Healthcare –  
Harton  
Webster Health Services, Inc.  
White River Health System Inc. d/b/a White  
River Health System (WRHS)

**EXHIBIT B**

**List of Other Actions**

<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
Allegiance Specialty Hospital of Greenville, LLC et al. v. Abbvie, Inc., et al.	OH	Federal	NDOH	1:24-op-45006-DAP
Avera Gettysburg, et al. v Teva Pharmaceutical Industries, et al.	MN	State	MN, 4th Judicial District	27-cv-23-17610
Baptist Healthcare System, Inc. (KY), et al. v. ABDC, et al.	KY	Federal	NDOH	1:18-op-46058-DAP
Baptist Hospital et al. (FL) v. McKesson, et al.	FL	Federal	NDOH	1:18-op-45073-DAP
Bon Secours (KY) Health System, Inc., et al. v Purdue Pharma L.P., et al.	KY	Federal	NDOH	1:18-op-45819-DAP
Bon Secours (SC) Health System, Inc., et al. v. Purdue Pharma, LP, et al.	MD	Federal	NDOH	1:18-op-45821-DAP
Bon Secours (VA), Health System, et al. v. Purdue Pharma, LP, et al.	VA	Federal	NDOH	1:18-op-45820-DAP
Bowling Green-Warren County Community Hospital Corporation (KY), et al. v. Purdue Pharma L.P., et al.	KY	Federal	NDOH	1:20-op-45060-DAP
Clhg-Ruston, LLC v. ABDC, et al.	LA	Federal	NDOH	1:21-op-45040-DAP
Dallas County Hospital District (TX), et al. v. Amneal Pharmaceuticals, LLC, et al.	TX	State	TX, Dallas County	DC-19-18635
Drew Memorial Hospital (AR) v. Purdue Pharma L.P., et al.	AR	Federal	NDOH	1:18-op-45144-DAP
Eastern Maine Medical Center (ME), et al., v. Teva Pharmaceuticals USA, Inc., et al.	ME	State	ME, Cumberland County	CV-21-333
Erie County Medical Center Corporation (NY), et al. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	NDOH	1:21-op-45116-DAP
Fayetteville Arkansas Hospital Company, LLC (AR), et al. v. Amneal Pharmaceuticals, LLC, et al.	AR	State	AR, Washington County	72-cv-20-156
Florida Health Sciences Center, Inc. (FL), et al. v. Richard Sackler, et al.	FL	State	FL, Broward County	CACE19018882
Flushing Hospital Medical Center (NY) v. McKesson Corporation, et al.	NY	Federal	NDOH	1:19-op-45866-DAP
Fort Payne Hospital Corporation (AL), et al. v. McKesson Corporation, et al.	AL	State	AL, Conecuh County	21-CV-2021-900016
Gonzales (TX) Healthcare Systems v. McKesson Corporation, et al.	TX	Federal	NDOH	1:18-op-45867-DAP
Greenwood Leflore Hospital v. McKesson Corp. et al.	MS	Federal	NDOH	1:18-op-45551-DAP



<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
Jamaica Hospital Medical Center v. McKesson Corporation, et al.	NY	Federal	NDOH	1:19-op-45855-DAP
Kingman Hospital, Inc. (AZ), et al. v. Teva Pharmaceuticals USA, Inc., et al.	AZ	Federal	NDOH	1:21-op-45100-DAP
Lee Memorial Health System, d/b/a Lee Health (FL) v. Actavis LLC, et al.	FL	Federal	NDOH	1:21-op-45092-DAP
Lester E. Cox Medical Centers (MO), et al. v. Amneal Pharmaceuticals, LLC, et al.	MO	Federal	WDMO	6:22-cv-03192-MDH
Loretto Hospital of Chicago (IL) v. Purdue Pharma L.P., et al.	IL	Federal	NDOH	1:19-op-45455-DAP
Lovelace Health System, Inc. (NM) v. Purdue Pharma L.P., et al.	NM	Federal	NDOH	1:19-op-45458-DAP
Mennonite (PR), General Hospital, Inc., et al. v. Purdue Pharma L.P., et al.	PR	Federal	NDOH	1:19-op-45109-DAP
Mississippi Baptist Medical Center Inc. (MS), et al. v. Amneal Pharmaceuticals, LLC, et al.	MS	State	MS, Hinds County	1:20-cv-00291
North Mississippi Medical Center (MS), et al. v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45936-DAP
Paintsville Hospital Company, LLC (KY), et al. v. Amneal Pharmaceuticals, LLC, et al.	KY	Federal	NDOH	1:20-op-45293-DAP
Pearl River County Hospital (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:19-op-45659-DAP
Rosary Hall (OH), et al. v. Amerisourcebergen Drug Corporation, et al.	OH	Federal	NDOH	1:18-op-45610-DAP
Rush Health Systems (MS), Inc. v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45034-DAP
San Miguel Hospital Corporation v. Johnson & Johnson, et al.	NM	Federal	D.N.M.	1:23-cv-903-KWR
Sarasota Cty. Pub. Hosp. Dist. d/b/a Sarasota Mem. Healthcare Sys. v. Purdue Pharma L.P., et al.	FL	Federal	NDOH	1:18-op-46136-DAP
Sharkey-Issaquena Community Hospital (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45765-DAP
Singing River Health System (MS), et al. v. Nathan C. Grace, et al.	MS	Federal	NDOH	1:20-op-45127-DAP
South Central Regional Medical Center (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45763-DAP
Southwest Mississippi Regional Medical Center (MS), et al. v. ABDC, et al.	AL	Federal	NDOH	1:17-op-45175-DAP
St. Elizabeth Medical Center (KY), et al. v. Amerisourcebergen Drug Corp., et al.	KY	Federal	NDOH	1:18-op-46046-DAP
St. John's Riverside Hospital (NY) v. McKesson Corporation, et al.	NY	Federal	NDOH	1:21-op-45063-DAP



<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
St. Joseph's/Candler Health System, Inc. (GA) v. ABDC, et al.	GA	Federal	NDOH	1:20-op-45241-DAP
Takoma Regional Hospital (TN), et al. v. Purdue Pharma L.P., et al.	TN	Federal	NDOH	1:19-op-46165-DAP
Taylor Regional Hospital, Inc. (GA), v. AmerisourceBergen Drug Corp., et al.	GA	Federal	NDOH	1:18-op-46360-DAP
The DCH Health Care Authority (AL), et al. v. Purdue Pharma, L.P., et al.	AL	State	AL, Conecuh County	2019-cv-000007
Tucson Medical Center (AZ) v. Teva Pharmaceuticals USA, Inc., et al.	AZ	Federal	NDOH	1:22-op-45008-DAP
West Boca Medical Center (FL) v. ABDC, et al.	FL	Federal	NDOH	1:18-op-45530-DAP
West Virginia University Hospitals Inc., et al. v. Abbvie. Inc., et al.	OH	Federal	NDOH	1:24-op-45005-DAP
Winston Medical Center (MS) v. Purdue Pharma, L.P., et al.	MS	Federal	NDOH	1:18-op-45193-DAP

**EXHIBIT C**

**YOU MUST SUBMIT YOUR  
REGISTRATION FORM  
AND CLAIM FORM BY**

**<<DATE>>**

<<mail id>>

<<Name1>>

<<Name2>>

<<Rep>>

<<Biz>>

<<Address1>>

<<Address2>>

<<City>><<State>><<Zip>>

<<Foreign Country>>

<<Date>>

### **Submitting a Claim under the Acute Care Hospital Class Action Settlement Agreements**

To make a Claim for benefits under the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> reached in the litigation titled *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.) (the “Settlements”), a representative from your Acute Care Hospital must fill out the attached Registration Form and submit it via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) no later than [DATE]. Upon registration, a secure file transfer protocol (“SFTP”) link will be provided for you to submit the attached Claim Form and any supporting documentation. Claim Form and documentation submissions must be completed no later than [DATE]. Each Acute Care Hospital making a Claim must submit a separate Registration Form and Claim Form. You may obtain extra copies of all forms at [www.acutehospitalsettlement.com](http://www.acutehospitalsettlement.com). Your Allocated Amount for each Settlement will be determined in accordance with the attached Plan of Allocation.

**Deadline: If you do not complete and submit your Registration and Claim Forms by 5:00 p.m. Central Standard Time on [DATE], your Claim will be rejected and you will be precluded from receiving an Allocated Amount under the Acute Care Hospital Class Action Settlement Agreements. Do not send your Registration Form or Claim Form to the Court or to anyone other than the Notice and Claims Administrators.**

Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Acute Care Hospital Class Action Settlement Agreements in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.).

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], all of which are available at [www.acutehospitalsettlement.com](http://www.acutehospitalsettlement.com).

Class Members submitting Claims may be contacted by representatives of Class Counsel or the Notice and Claims Administrators for additional information regarding the Class Member's Claims.

A Class Member must do each of the following, according to the guidelines set forth below:

1. Complete the Registration Form electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com) and must be emailed to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com);

If the "Quick Pay" option is selected on the Registration Form in Section E, there is no further action needed unless directed by the Notice and Claims Administrators. If the "Quick Pay" option is **NOT** selected, a Class Member must complete the steps outlined in Items 3-6 below;

2. Once the Registration Form is received, the Notice and Claims Administrators will communicate instructions to you for accessing an SFTP;
3. Complete the Business Associate and Confidentiality Agreement (the "BAA") electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), and submit it via SFTP;
4. The Notice and Claims Administrators will provide you with an executed BAA via the SFTP to download for your records;
5. Complete the Claim Form, as applicable, electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com); and
6. Submit the completed Claim Form with all supporting documents and information requested therein, along with the requisite claims data as described in Section F.8 of the Claim Form, via SFTP.

**PLEASE NOTE THAT THE BAA, CLAIM FORM, AND ACCOMPANYING CLAIMS DATA ABOVE SHALL NOT BE SUBMITTED VIA EMAIL.** Instead, by submitting the Registration Form described in Item 1 above, you will receive instructions for accessing an SFTP to which the BAA, the Claim Form, and accompanying requisite claims data must be submitted.

**IT IS IMPORTANT THAT YOU ANSWER ALL QUESTIONS FULLY AND ACCURATELY. FAILURE TO PROVIDE THE REQUESTED INFORMATION, DATA, AND/OR DOCUMENTATION BY THE DEADLINE WILL CAUSE YOUR CLAIM TO BE REJECTED AND YOUR ACUTE CARE HOSPITAL WILL BE PRECLUDED FROM RECEIVING AN ALLOCATED AMOUNT.**

### PLAN OF ALLOCATION

- A. The Notice and Claims Administrators (A.B. Data Group and Cherry Bekaert Advisory, LLC) shall utilize this Plan of Allocation for the determination of all Claims, including any Allocated Amount due to any Qualifying Class Member under the proprietary Acute Care Hospital Allocation Model and Algorithm (the “Model”). The Notice and Claims Administrators will consider the eligibility of a Class Member with respect to each Settlement Class separately.
- B. The Model is prepared and operated by Cherry Bekaert Advisory, LLC (formerly known as Legier & Company, apac) and is consistent with the algorithm developed in the Purdue Pharma bankruptcy proceedings (Case No. 19-23649), and utilized thereafter in the Mallinckrodt, plc (Case No. 20-12522) and Endo (Case No. 22-22549) bankruptcy proceedings. Cherry Bekaert Advisory, LLC retains all intellectual property rights in the Model.
- C. A.B. Data Group shall mail the Notice to Class Members no later than twenty-one (21) calendar days following the entry of the Preliminary Approval Order pursuant to the Notice Plan. Following the occurrence of the Effective Date for each Settlement, A.B. Data Group will be authorized to remit payment to Qualifying Class Members under this Plan of Allocation. Cherry Bekaert Advisory, LLC shall manage the Settlement website [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), shall issue SFTP links upon a Class Member timely submitting the Registration Form, and shall process all timely submissions for determining eligibility for an Allocated Amount under the Model.
- D. Any Qualifying Class Member may participate in the Quick Pay option by submitting via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) a completed Registration Form (1) agreeing to be bound by the terms of each of the four Acute Care Hospital Class Action Settlement Agreements and (2) accepting the terms of the Quick Pay option in this Plan of Allocation. The default Quick Pay Amount shall be \$5,000. However, if one or more Settlements is not approved, or if a Class Member is ineligible for one or more Settlements by reason of a prior release, then the Quick Pay Amount owed shall be reduced, proportionally, based upon a comparison of the Up-Front Settlement Amount contributed by the Settling Defendant(s) in the Settlement(s) at issue with the total Up-Front Settlement Amounts of the four Settlements. The Up-Front Settlement Amount is the amount in cash to be paid into escrow by the Settling Defendant under its Settlement Agreement by no later than thirty (30) days following the Effective Date of the Settlement Agreement. Following a determination of the Class Member’s eligibility to participate in each of the four Acute Care Hospital Class Action Settlement Agreements, Qualifying Class Members electing Quick Pay will be disbursed funds within forty-five (45) days of the Effective Date of the approved Settlements.
- E. A Class Member may elect to participate in the more detailed damages calculation using the Model, which may result in an Allocated Amount greater (but not less) than the Class Member’s Quick Pay Amount. This process requires the Class Member to establish through requisite claims data (see Claim Form Section F.8) that it has calculable damages under the Model. The rejection or denial of a claim under the Model will result in a Qualifying Class Member receiving their Quick Pay Amount after an eligibility determination is made.
- F. Under the Model, Cherry Bekaert Advisory, LLC shall determine the Allocated Amount distributable to each Qualifying Class Member who has not elected Quick Pay based on: (1) the diagnostic codes associated with operational charges incurred by the Qualifying Class Member in connection with the treatment of OUD patient encounters in (a) the Emergency

Department, (b) Inpatient settings, and (c) Outpatient settings;<sup>2</sup> (2) the portion of such charges that were not reimbursed; and (3) the following distribution determination factors and weights:<sup>3</sup>

<b>Factors</b>	<b>Weighting %</b>
MMEs	10%
OD Rates	10%
Opioid Deaths	5%
Operational Impact	35%
Opioid Patient %	15%
Litigation Participation	25%
<b>Total</b>	<b>100.00%</b>

The above factors are defined as follows:

1. Units of morphine milligram equivalents (“MMEs”) shipped into the Qualifying Class Member’s service area (“Service Area”) during the period of January 1, 2006 through December 31, 2014 (the “Measurement Period”);
2. Opioid use disorder rates (“OD Rates”) at the state level, prorated for each Qualifying Class Member;
3. Opioid overdose deaths in the Qualifying Class Member’s Service Area (“Opioid Deaths”);
4. Operational impact calculated using the Qualifying Class Member’s opioid diagnoses codes, and charge and reimbursement data (“Operational Impact”);
5. The Qualifying Class Member’s opioid related patients as a percentage of its total patients (“Opioid Patient %”);
6. Participation in active litigation against an Opioid Manufacturer and/or any Settling Defendant<sup>4</sup> (“Litigation Participation”) by commencing a civil action in a state or federal court and engaging in the following activities:<sup>5</sup>
  - (a) Hosting expert visits for the purpose of enabling the experts to engage with hospital personnel on the opioid epidemic at the hospital, and to review hospital policies, procedures, and programs regarding opioids;
  - (b) Producing claims data to the Settling Defendants;

<sup>2</sup> Refer to the Claim Form and instructions for the claims data details. Physician office visits and non-acute care visits should NOT be included in the data provided.

<sup>3</sup> The “Model” calculates a Qualifying Class Member’s loss resulting from its treatment of patients with OUD and other opioid diagnoses in the emergency department and inpatient and outpatient settings, considering, among other things, the total charges and collections, including a causation algorithm applied to each patient encounter.

<sup>4</sup> The Settling Defendants means the Released Entities defined in each of the Acute Care Hospital Class Action Settlement Agreements.

<sup>5</sup> This participation factor is weighted at 25%, to be split equally amongst sub-factors (a)-(d).

- (c) Actively engaging in discovery by, e.g., responding to interrogatories and requests for production or admissions; supplying hospital financial documents, policies and procedures, custodial emails, and/or dispensing and discharge prescription data in response to requests by Settling Defendants or orders of a court; providing 30(b)(6) and/or fact witness testimony; propounding discovery to Settling Defendants; formally disclosing expert opinions consistent with federal and/or state court rules; or engaging in motion practice before a court and/or a special master; and
  - (d) Obtaining a court-ordered trial date.
- G. Qualifying Class Members shall be paid no more than ninety (90) days following the Effective Date of a Settlement Agreement for which the Qualifying Class Member has submitted a Claim, on a *pro rata* basis (up to the available amounts in the Net Settlement Funds) in a manner to be determined by Cherry Bekaert Advisory, LLC. Qualifying Class Members that submit a valid Claim will receive a payment of no less than what they would be entitled to receive from that Settlement under the “Quick Pay” option. A Qualifying Class Member will receive maximum payment if it submits a valid Claim for all four Settlements and the Effective Date for all four Settlements occurs.
- H. An Acute Care Hospital that previously received an allocation from the Chapter 11 Bankruptcy cases of Mallinckrodt, plc (Case No. 20-12522), and/or Endo (Case No. 22-22549) may direct the Notice and Claims Administrators (or their agents or representatives) to utilize in this claims process (to the extent applicable), the claims data, and/or information submitted in those claims processes.
- I. In order to encourage the development of innovative and effective hospital-led abatement programs, the Special Master, in consultation with the Notice and Claims Administrators, may elect to award up to \$3,000,000.00 of Net Settlement Funds to one non-profit Qualifying Class Member that maintains a formal abatement plan and OUD treatment program, in addition to any Allocated Amount that the non-profit Qualifying Class Member receives. A separate Notice will be sent alerting all Acute Care Hospitals of the process for making applications to receive these funds. The Special Master shall in his sole discretion award the funds.

**EXHIBIT D**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA  
VISTA REGIONAL HOSPITAL,  
on behalf of itself and all others  
similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

**CLAIM REGISTRATION FORM / “QUICK PAY” ELECTION FORM**

## CLAIM REGISTRATION FORM / “QUICK PAY” ELECTION FORM

### Claim Registration Form / “Quick Pay” Election Form Deadline (the “Registration Form Deadline”): [INSERT DATE]

Please provide the following information to the Notice and Claims Administrators by completing this Claim Registration Form (the “Registration Form”) and emailing it to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) prior to completing the Claim Form. Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> (the “Settlement Agreements”) in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.), available on the settlement website at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). Each entity making a Claim (“Claimant”) must submit a separate Registration Form.

To be eligible to make a Claim, the Claimant must fall within one or more of the following categories:

- (1) Claimant is an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through the [date of entry of the Preliminary Approval Order], and is not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlement Agreements, Claimant must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) Claimant is listed on Exhibit A to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim; and/or
- (3) Claimant is one of the Plaintiffs in the Other Actions listed on Exhibit B to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim.

Exhibits A and B to each Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Settlement Class for that particular Settlement.<sup>2</sup> A Class Member may be eligible to make a Claim for one or more Settlements.

A Claimant is ineligible for recovery under a particular Settlement Agreement if any of its Released Claims were released in any other settlement with the Settling Defendant(s) that are party

---

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE] available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

<sup>2</sup> Inclusion of an entity on Exhibit A and/or as a Plaintiff in the Other Actions listed on Exhibit B to a particular Settlement does not determine whether that entity is eligible for any other Settlement.

to that Settlement Agreement.<sup>3</sup> A Claimant may be ineligible for recovery under one or more Settlement Agreement(s), but still be eligible for recovery under other Settlement Agreements if it meets the eligibility criteria for those other Settlement Agreements.

A Claimant that submits a Registration Form or Claim Form may be contacted by representatives of Class Counsel or by the Notice and Claims Administrators for additional information regarding the Class Member's claims.

The Claim Deadline is 5:00 p.m. Central Standard Time [DATE]. **HOWEVER, in advance of this Claim Deadline you must first submit this Registration Form by the Registration Form Deadline on [DATE] to allow sufficient time for submission of all other required documents and information required to process your Claim.** Your Claim will be rejected and you will be precluded from receiving an Allocated Amount by the Acute Care Hospital Class Action Settlement Agreements if this Registration Form is not received by the Registration Form Deadline. Do not send your Registration Form and Claim Form to the Court or to anyone other than the Notice and Claims Administrators.

A person who files a fraudulent claim on behalf of a Class Member may, at a minimum, be fined up to \$500,000.00, imprisoned for up to five years, or both, in accordance with 18 U.S.C. §§ 152, 157.

---

<sup>3</sup> Exclusion of a Claimant from one Settlement Agreement on this basis does not necessarily prevent a Claimant from being eligible for the other Settlement Agreements identified in Footnote 1.

**A. Claimant Information**

Please provide the information in Section A for the Claimant:

1. Name of Acute Care Hospital:			
2. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
3. Ownership (Check the one that applies):	Current Owner		Former Owner
4. Name of Operating Entity:			
5. Federal Employer Identification Number of Operating Entity:	-		

**B. Contact Information**

Please provide the information in Section B where notices should be sent:

1. Contact Name:			
2. Contact Title:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(    )    -		
5. Email:			
By filling out this Registration Form, you are deemed to consent to receipt of this notice by email.			

**For promptness and accuracy, we prefer to contact you by email and will do so if possible. Accordingly, please provide your email address. If necessary, we may also contact you by phone or by U.S. mail.**

**C. Attorney Information**

1. Is your Acute Care Hospital submitting this Registration Form with the assistance of an attorney?

Yes ☐

No ☐

**If yes, please provide your attorney's name, phone number, mailing address, and email:**

1. Attorney Contact Name:			
2. Law Firm Name:			
3. Address:	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
6. Federal Employer Identification Number of Law Firm:     -			
By filling out this Registration Form, you are deemed to consent to receipt of this notice by email.			

2. Do you want any potential payment mailed to your attorney?

Yes ☐

No ☐

**D. Naloxone Kit Program Registration**

Under the Teva Defendants Class Action Settlement Agreement (“Teva Settlement”), Class Members are eligible to receive, free of charge, Naloxone Hydrochloride Nasal Spray kits (4 mg strength) as listed in Teva’s generics catalog, which can be viewed at [www.tevagenerics.com](http://www.tevagenerics.com) through 2030 (the “Naloxone Kit Program”). Participation in the Naloxone Kit Program is voluntary, does not impact your ability to receive any other benefit, and is subject to the terms and conditions in the Teva Settlement and the Product Allocation Plan.

**1. Do you want to register for the Naloxone Kit Program?**

Yes ☐

No ☐

**E. Calculation of Allocated Amount and Quick Pay Election**

The Acute Care Hospital Class Action Settlement Agreements provide benefits to certain Claimants who can establish “Eligible Damages,” and allocates available settlement funds to Qualifying Class Members (“Allocated Amount”). A copy of the settlement agreements and Plan of Allocation may be found at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). To determine your Allocated Amount under these Settlement Agreements, you must submit claims data. For purposes of the Settlements, you, as a Class Member, are eligible for an Allocated Amount if you are a Qualified Class Member that treated patients with OUD and/or other opioid-related conditions and, as a result of that care, you suffered identifiable operational losses reflected in your claims data, including losses reflected in the charges to payments ratio for various treatment codes.

**If you do not wish to complete a Claim Form and submit the data necessary to calculate an Allocated Amount, you may elect to receive your “Quick Pay Amount” instead. Subject to the Plan of Allocation, the Quick Pay Amount is \$5,000 and will be disbursed within 45 days of the Effective Date of the Settlement Agreements. Any eligible Class Member may elect to receive their Quick Pay Amount by answering the questions below:**

- 1. Do you agree to be bound by the terms of each of the four Acute Care Hospital Class Action Settlement Agreements and to participate in the Quick Pay option?**

Yes ☐ No ☐

- 2. If yes, please sign and verify below:**



**F. Supporting Documentation**

**Important notices regarding submission to the jurisdiction of the Court in New Mexico**

By the filing of this Registration Form, you hereby submit to the jurisdiction of the United States District Court, District of New Mexico for the purposes of this Claim.

**Verification of Properly Submitted Claim**

The benefits provided by the Acute Care Hospital Class Action Settlement Agreements are for the operational losses to Class Members resulting from providing treatment to individuals with substance use disorder, opioid use disorder, or other opioid-related conditions. By submitting this Registration Form, you verify that other than what you disclosed in this Registration Form, you have not otherwise been reimbursed or compensated for the costs and expenses you are seeking.

By submitting this Registration Form, you verify, under oath and penalty of perjury, that, to the best of your knowledge, all the damages for which you seek benefits in this Registration Form relate to your provision of medical treatment in an emergency department, inpatient, or outpatient setting at an Acute Care Hospital.

**G. Certification**

**I certify that I am authorized to sign this Registration Form, and I understand that an authorized signature on this Registration Form serves as an acknowledgement that I have a reasonable belief that the information is true and correct.**

**I certify that the Settlement Class Member has authority to release all Released Claims as identified in the following Settlement Agreements on behalf of itself and all other entities who are Releasers by virtue of their relationship or association with it.**

**I certify that the Settlement Class Member I am submitting this Registration Form on behalf of is eligible to receive funds under the following Settlement Agreements:**

**1. Distributor Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**2. Janssen Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**3. Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**4. Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

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

Your typed signature and submission of this Registration Form will have the same force and effect as if you signed the Registration Form on paper, which you may do alternatively.

Signature:

\_\_\_\_\_

Executed on date (MM/DD/YYYY):

\_\_\_\_\_

Print the name of the person who is completing and signing this claim.

Name (First Middle Last): \_\_\_\_\_

Title: \_\_\_\_\_

Acute Care Hospital: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT E**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR  
The Hon. Judge Kea Riggs

**CLAIM FORM**

## CLAIM FORM

**Claim Deadline:** [DATE]

Please read the instructions carefully before filling out this Claim Form (this “Claim Form”). Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> (the “Settlement Agreements”) in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.) available on the settlement website at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). Each entity making a Claim (“Claimant”) must submit a separate Claim Form.

To be eligible to make a Claim, the Claimant must fall within one or more of the following categories:

- (1) Claimant is an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through the [date of entry of the Preliminary Approval Order], and is not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlement Agreements, Claimant must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) Claimant is listed on Exhibit A to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim; and/or
- (3) Claimant is one of the Plaintiffs in the Other Actions listed on Exhibit B to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim.

Exhibits A and B to each Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Settlement Class for that particular Settlement.<sup>2</sup> A Class Member may be eligible to make a Claim for one or more Settlements.

A Claimant is ineligible for recovery under a particular Settlement Agreement if any of its Released Claims were released in any other settlement with the Settling Defendant(s) that are party to that

---

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE] available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

<sup>2</sup> Inclusion of an entity on Exhibit A and/or as a Plaintiff in the Other Actions listed on Exhibit B to a particular Settlement does not determine whether that entity is eligible for any other Settlement.

Settlement Agreement.<sup>3</sup> A Claimant may be ineligible for recovery under one or more Settlement Agreement(s), but still be eligible for recovery under other Settlement Agreements if it meets the eligibility criteria for those other Settlement Agreements.

A Claimant that submits a Registration Form or Claim Form may be contacted by representatives of Class Counsel or by the Notice and Claims Administrators for additional information regarding the Class Member's claims.

The submission of this Claim Form by the claim deadline of 5:00 p.m., Central Standard Time, on [DATE] (the "Claim Deadline") is a prerequisite to eligibility for an Allocated Amount but does not guarantee that a Class Member will be deemed eligible to receive an Allocated Amount. If a Class Member is deemed eligible to receive an Allocated Amount, the information provided in this Claim Form will be used to determine each such Allocated Amount. Class Members may redact information on this Claim Form or any attached documents as they deem necessary, although redactions may impact the Notice and Claims Administrators' determinations as to eligibility or the Allocated Amount. A Class Member shall only submit through the Secure File Transfer Protocol ("SFTP") link *copies* of any documents that support a claim and shall not mail or transmit hard copies or original documents; documents submitted may be destroyed after scanning and will not be returned to the Class Member.

A person who files a fraudulent claim on behalf of a Class Member may, at a minimum, be fined up to \$500,000.00, imprisoned for up to five years, or both, in accordance with 18 U.S.C. §§ 152, 157. Class Members shall provide the information requested that is, to the best of their knowledge, current and valid as of the date this Claim Form is completed and delivered to the Notice and Claims Administrators.

---

<sup>3</sup> Exclusion of a Claimant from one Settlement Agreement on this basis does not necessarily prevent a Claimant from being eligible for the other Settlement Agreements identified in Footnote 1.

**Please provide the following information to the Notice and Claims Administrators by delivering this completed Claim Form by secure file transfer protocol (“SFTP”) according to the instructions that will be provided to you once you register) prior to the Claim Form Deadline set forth on page 1 of this Claim Form.**

**Failure to submit a completed copy of this Claim Form by the Claim Deadline set forth on page 1 of this Claim Form may disqualify you from receiving an Allocated Amount. Additionally, failure to complete any portion of the Claim Form or to provide requisite claims data (as described herein) may result in a reduced Allocated Amount or disqualification from receiving an Allocated Amount.**

### **A. Claimant Information**

Please provide the information in Section A for the Claimant:

1. Name of Acute Care Hospital:			
2. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
3. Duration of Ownership:	Date Acquired/Opened		Date Sold/Closed
4. Number of Staffed Beds <sup>4</sup> :			
5. Name of Operating Entity:			
6. Federal Employer Identification Number of Operating Entity:	_____ - _____		
7. Claimant Number: If you received a Claimant Number after you completed your Registration Form, please provide that four-digit Claimant Number.	_____		

<sup>4</sup> The number of beds reported from a hospital’s most recent Medicare cost report (W/S S-3, Part I, line 7 column 2). Cost report instructions define staffed beds as, “the number of beds available for use by patients at the end of the cost reporting period. A bed means an adult bed, pediatric bed, birthing room, or newborn bed maintained in a patient care area for lodging patients in acute, long-term, or domiciliary areas of the hospital. Beds in labor room, birthing room, post-anesthesia, postoperative recovery rooms, outpatient areas, emergency rooms, ancillary departments, nurses’ and other staff residences, and other such areas which are regularly maintained and utilized for only a portion of the stay of patients (primarily for special procedures or not for inpatient lodging) are not termed a bed for these purposes.”



**B. Contact Information**

Please provide the information in Section B where notices should be sent:

1. Contact Name:			
2. Contact Title:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
By filling out this Claim Form, you are deemed to consent to receipt of this notice by email.			

**For promptness and accuracy, we prefer to contact you by email and will do so if possible. Accordingly, please provide your email address. If necessary, we may also contact you by phone or by U.S. mail.**

**C. Attorney Information**

1. Is your Acute Care Hospital submitting this Claim Form with the assistance of an attorney?

Yes ☐

No ☐

**If yes, please provide your attorney's name, phone number, mailing address, and email:**

1. Attorney Contact Name:			
2. Law Firm Name:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(    )    -		
5. Email:			
6. Federal Employer Identification Number of Law Firm:	-		
By filling out this Claim Form, you are deemed to consent to receipt of this notice by email.			

2. Do you want any potential payment mailed to your attorney?

Yes ☐

No ☐

**D. W-9 Form**

If Yes was selected in Section C.2, please complete a W-9 Form for the law firm identified in Section C of this Claim Form and return it with this Claim Form. If not working with an attorney or if No was selected in Section C.2, please complete the W-9 Form attached hereto and return it with this Claim Form for the Claimant identified in Section A of this Claim Form.

**E. Payment Information**

Payment checks will be mailed to the law firm identified in Section C of this Claim Form if Yes was selected in Section C.2. If not working with an attorney or if No was selected in Section C.2, the check will be mailed to the contact person identified in Section B.

**F. Additional information for Claimants seeking calculated amounts (non-Quick-Pay option)**

If you wish to claim an Allocated Amount on the basis of a calculated amount, and not the Quick-Pay option as defined in the Registration Form and Plan of Allocation, you must complete this Section F, including all of the data identified in Item 8 below.<sup>5</sup> **Failure to provide claims data for the entire time period from January 1, 2015 through December 31, 2020 may result in a reduction in Operational Impact, as defined in the Plan of Allocation.**

1. Have you, as of the date of the completion of this Claim Form, provided to the Notice and Claims Administrators all of the requisite claims data relating thereto (as described in Item 8 below) to the best of your knowledge?<sup>6</sup> ☐ Yes ☐ No
2. Are you a named plaintiff in any active cause of action against opioid manufacturers, distributors, or pharmacies? ☐ Yes ☐ No
  - a. If yes, please indicate whether the active cause of action is pending (check one below and provide the case number):
    - i. in the Multidistrict Litigation, Case No. 1:17-md-2804: ☐
    - ii. in federal court: ☐ Case Number: \_\_\_\_\_
    - iii. in state court: ☐ Case Number: \_\_\_\_\_
  - b. If yes, attach a copy of the most recently filed Complaint.
3. Is the hospital/facility listed above:
  - a. a hospital not owned or operated by a federal, state, county, parish, city, or other municipal government that (i) provides inpatient medical care and other related services for surgery, acute medical conditions, or injuries for a period of treatment time that is, on average, less than 25 days; and (ii) either (a) appears as active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (b) includes an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
  - b. an entity listed on Exhibit A to the Acute Care Hospital Settlement Agreements for

<sup>5</sup> The Notice and Claims Administrators and the Special Master shall have complete discretion to determine whether a Claimant has complied with this requirement.

<sup>6</sup> A Claimant who previously timely filed a Claim to the Hospital Trust in the Chapter 11 case of Mallinckrodt plc, et al., No. 20-12522 in the United States Bankruptcy Court for the District of Delaware that contained all of the requisite claims data from January 1, 2015 through December 31, 2020 and was approved for an allocation need not complete Item 8 below.

which it is submitting a claim; and/or

- c. a Plaintiff in the Other Actions listed on Exhibit B to the Acute Care Hospital Settlement Agreements for which it is submitting a claim?

\_\_\_ Yes \_\_\_ No

4. Has the Acute Care Hospital listed above hosted experts' visits at the Acute Care Hospital for the purpose of enabling the experts to engage with hospital personnel on the opioid epidemic at the hospital, and to review hospital policies, procedures, and programs regarding opioids?  
\_\_\_ Yes \_\_\_ No

5. Has the Acute Care Hospital listed above produced claims data (as described in Item 8 below herein) to the Settling Defendants, for the cause of action noted in Item 2(a) above?  
\_\_\_ Yes \_\_\_ No

6. Has the Acute Care Hospital listed above actively engaged in discovery, for the cause of action, if any, noted in Item 2(a) above? \_\_\_ Yes \_\_\_ No

If yes, please indicate below those activities in which the Acute Care Hospital has actively engaged<sup>7</sup>:

- a. Responded to interrogatories and requests for production and requests for admissions?  
\_\_\_ Yes \_\_\_ No
  - b. Supplied hospital financial documents, policies and procedures, custodial emails, dispensing and discharge prescription data in response to requests by Settling Defendants or orders of a court? \_\_\_ Yes \_\_\_ No
  - c. Provided 30(b)(6) and/or fact witness testimony? \_\_\_ Yes \_\_\_ No
  - d. Propounded discovery to Settling Defendants? \_\_\_ Yes \_\_\_ No
  - e. Formally disclosed expert opinions consistent with federal and/or state court rules?  
\_\_\_ Yes \_\_\_ No
  - f. Engaged in motion practice before a court and/or a special master?  
\_\_\_ Yes \_\_\_ No
7. Did the Acute Care Hospital listed above have a court-ordered trial date, for the cause of action, if any, noted in Item 2(a) above?  
\_\_\_ Yes \_\_\_ No

If yes, please enter the court ordered trial date: \_\_\_\_\_

8. For all inpatient and outpatient discharges during the period January 1, 2015 through December 31, 2020, from the Acute Care Hospital listed above, please provide the following data in CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File to be used in connection with the determination of the Allocated Amount. **An example of the data**

---

<sup>7</sup> To receive the 5% weight for this participation factor, the Acute Care Hospital must have participated in at least three of the six identified activities.

**formatting is set forth in Exhibit A. This data should be in a separate CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File for each Acute Care Hospital.** Physician office visits and non-acute care visits should **NOT** be included in data provided.

For the CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File, please include in the file name the Name of the Acute Care Hospital, City and State where located and Date Range of Data Provided, for example, PhoenixGeneral-Phoenix-AZ-Jan09-Dec12.csv. If more than one file is provided due to size limitations, each file name will be the same with only the date range of the data provided changing (e.g., PhoenixGeneral-Phoenix-AZ-Jan13-Dec20.csv).

It is important to note, and as further described below, that the following data for each visit/discharge will need to be repeated on each row corresponding to each different ICD diagnosis code (except for ICD diagnosis code, ICD diagnosis code description and ICD diagnosis code priority). The data for the ICD diagnosis codes, ICD diagnosis code descriptions and ICD diagnosis code priority for each visit/discharge will therefore be unique to each row. For example, if a visit has 18 ICD diagnosis codes, there would be 18 rows/lines for that visit/discharge with each line containing a different ICD diagnosis code, ICD diagnosis code description and ICD diagnosis code priority. For all other data fields such as Patient Medical Record Number, Date of Discharge, etc. this data will be the same, and thus repeated, on all 18 rows/lines for that visit/discharge.

To the extent the qualifying Acute Care Hospital utilizes a coding system for any columns/data fields, please provide an index to explain the contents of any column/data field to the secure portal provided by the Notice and Claims Administrators. For example, the Patient Type data provided includes a 1, 2, or 3 and these respective contents are 1=Inpatient, 2=Outpatient, and 3=Emergency.

Please also ensure that all columns/data fields that may contain commas are updated so that such columns/data fields are placed in quotations when populating the CSV or Pipe-Delimited Electronic Text File. The columns/data fields that often contain commas include, but are not limited to, Attending Physician Name, DRG and ICD Diagnosis Code Descriptions.

Once the CSV (Comma Delimited) or Pipe-Delimited Electronic Text File is prepared, **please review the data VERY CAREFULLY** to confirm the data in each column contains the applicable data for that respective column's data field description. For example, payment amounts (Total Payments) should not be shown in the DRG Code column/data field or ICD Diagnosis Code column/data field should not be blank or designated null for a patient visit without an explanation, etc. In conducting your review, this will require that you "reality test" your data before submission to ensure that it does not contain obvious errors and inconsistencies. **Each Class Member will be provided a secure portal by the Notice and Claims Administrators to upload an executed Business Associate Agreement ("BAA")**

with Cherry Bekaert Advisory, LLC (formerly known as Legier & Company, apac), and upload this requisite claims data to the secure portal.

<b>Column</b>	<b>Data Fields</b>	<b>Definitions and Clarifications</b>
<b>a.</b>	<b>Name</b>	Name of hospital/facility for which data is provided.
<b>b.</b>	<b>Address</b>	Address of hospital/facility for which data is provided.
<b>c.</b>	<b>City</b>	City of hospital/facility for which data is provided.
<b>d.</b>	<b>State</b>	State of hospital/facility for which data is provided.
<b>e.</b>	<b>Zip Code</b>	Zip Code of hospital/facility for which data is provided.
<b>f.</b>	<b>CMS Certification Number</b>	Provide a Center for Medicare & Medicaid Services Number (formerly known as the Medicare Provider Number). This should be a six-digit Medicare certification number for a hospital/facility.
<b>g.</b>	<b>Patient Medical Record #</b>	
<b>h.</b>	<b>Patient Account #</b>	
<b>i.</b>	<b>Payor Financial Class Description</b>	e.g., Blue Cross, Medicaid, Private Pay, etc.
<b>j.</b>	<b>Patient Type</b>	e.g., Inpatient or Outpatient. Hospital-related clinics or physician office visits should NOT be included in data provided.
<b>k.</b>	<b>Custom Patient Type</b>	e.g., Inpatient Psych, Outpatient Single Visit, Surgery, Lab, etc. Hospital-related clinics or physician office visits should NOT be included in data provided.
<b>l.</b>	<b>Date of Admission</b>	
<b>m.</b>	<b>Date of Discharge</b>	
<b>n.</b>	<b>Length of Stay (days)</b>	
<b>o.</b>	<b>Admission Type Description</b>	e.g., Emergency, Reservation, Reference Lab, etc.
<b>p.</b>	<b>Discharge Disposition Description</b>	e.g., Discharge Home, Nursing Home, Expired, etc.
<b>q.</b>	<b>Patient Date of Birth</b>	
<b>r.</b>	<b>Patient Age at Discharge</b>	
<b>s.</b>	<b>Patient Gender</b>	
<b>t.</b>	<b>Patient Race</b>	

<b>Column</b>	<b>Data Fields</b>	<b>Definitions and Clarifications</b>
<b>u.</b>	<b>Patient City</b>	
<b>v.</b>	<b>Patient State</b>	
<b>w.</b>	<b>Patient Zip Code</b>	
<b>x.</b>	<b>Attending Physician Name</b>	
<b>y.</b>	<b>Total Charges</b>	
<b>z.</b>	<b>Total Payments</b>	Total Payments should only contain actual payments received (e.g., insurance/self-pay). It should NOT include adjustments, bad debt, write-offs or contractual adjustments.
<b>aa.</b>	<b>DRG Code</b>	Provide a Diagnosis-Related Group (“DRG”) code for each inpatient visit/discharge.
<b>ab.</b>	<b>DRG Code Description</b>	Provide a DRG code description for the above DRG code.
<b>ac.</b>	<b>All ICD Diagnosis Codes</b>	For each visit/discharge, provide all International Classification of Disease (“ICD”) diagnosis codes (ICD-9 or ICD-10, as applicable) associated with each patient visit/discharge. Note: In most instances you should have multiple ICD diagnosis codes for a patient visit/discharge. Each of these ICD Diagnosis Codes related to each patient’s visit should NOT be listed in multiple columns but rather each ICD diagnosis code should be listed in the same single column with each ICD diagnosis code shown on separate rows within the same single column. See Exhibit A.
<b>ad.</b>	<b>ICD Diagnosis Code Descriptions</b>	Provide ICD diagnosis code descriptions for the above ICD diagnosis codes.
<b>ae.</b>	<b>ICD Diagnosis Code Priority</b>	Provide whether each ICD diagnosis code is a Primary, Secondary, Tertiary, etc. diagnosis. These categories must be expressed in terms of a numerical code such as 1=Primary, 2=Secondary, 3=Tertiary, etc.
<b>af.</b>	<b>Mother’s MRN (if applicable)</b>	This field pertains only to Acute Care Hospitals that deliver newborn babies or have a neonatal unit. If this visit/charge is for a birth mother, then this field should be blank as it would be the same MRN as the patient reported in row g. above. However, if this visit/charge pertains to a baby, then this field should contain the mother’s MRN so that there can be a mother/baby link associated therewith.
<b>ag.</b>	<b>Baby’s MRN (if applicable)</b>	This field pertains only to Acute Care Hospitals that deliver newborn babies or have a neonatal unit. If this visit/charge is for a baby, then this field should

Column	Data Fields	Definitions and Clarifications
		be blank as it would be the same MRN as the patient reported in row g. above. However, if this visit/charge pertains to a birth mother, then this field should contain the Baby's MRN so that there can be a mother/baby link associated therewith.



**G. Certification**

**I certify that I am authorized to sign this Claim Form and I understand that an authorized signature on this Claim Form serves as an acknowledgement that I have a reasonable belief that the information is true and correct.**

**I certify that the Settlement Class Member has authority to release all Released Claims as identified in the following Settlement Agreements on behalf of itself and all other entities who are Releasors by virtue of their relationship or association with it.**

**I certify that the Settlement Class Member I am submitting this Claim Form on behalf of is eligible to receive funds under the following Settlement Agreements:**

**1. Distributor Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**2. Janssen Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**3. Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**4. Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

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

Your typed signature and submission of this Claim Form will have the same force and effect as if you signed the Claim Form on paper, which you may do alternatively.

Signature:

\_\_\_\_\_

Executed on date (MM/DD/YYYY):

\_\_\_\_\_

Print the name of the person who is completing and signing this claim.

Name (First Middle Last): \_\_\_\_\_

Title: \_\_\_\_\_

Acute Care Hospital: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## CLAIM FORM

## Data Request Example

EXHIBIT A

	A	B	C	D	E	F	G	H	I	J
1	Hospital Name	Hospital Address	Hospital City	Hospital State	Hospital Zip	CMS Certification Number	Patient Medical Record #	Patient Account #	Payor Financial Class Description	Patient Type
2	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
3	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
4	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
5	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12346	Blue Cross	Outpatient
6	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12346	Blue Cross	Outpatient
7	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	999	A12399	Blue Cross	Outpatient
8	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	102	A12356	Medicare	Inpatient
9	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	102	A12356	Medicare	Inpatient
10	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
11	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
12	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
13	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
14	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
15	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12368	Champus	Emergency
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										

## CLAIM FORM

## Data Request Example

**EXHIBIT A**

	K	L	M	N	O	P	Q	R	S
1	Custom Patient Type	Date of Admission	Date of Discharge	Length of Stay	Admission Type Description	Discharge Disposition Description	Patient Date of Birth	Patient Age	Patient Gender
2	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
3	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
4	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
5	OB	2/28/2017	3/1/2017		1 O/P Observation	Discharge Home	4/1/1980	36 Female	
6	OB	2/28/2017	3/1/2017		1 O/P Observation	Discharge Home	4/1/1980	36 Female	
7	Nursery	2/28/2017	2/28/2017		1 O/P Observation	Discharge Home	2/28/2017	0 Female	
8	Lab	4/15/2016	4/18/2016		3 Transfer	Discharge Home	1/1/1955	61 Male	
9	Lab	4/15/2016	4/18/2016		3 Transfer	Discharge Home	1/1/1955	61 Male	
10	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
11	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
12	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
13	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
14	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
15	ER	7/4/2017	7/4/2017		1 Emergency	Discharge Home	2/1/1975	42 Female	
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									

There is only one column for ICD Code. Therefore, each patient stay must be replicated as many times as necessary to provide all of the ICD Codes associated with the stay. For example, a patient stay with five ICD Codes would be listed in five rows (e.g., the 12/10/2016 stay of patient 103).

## CLAIM FORM

## Data Request Example

EXHIBIT A

	T	U	V	W	X	Y	Z	AA	AB	AC
1	Patient Race	Patient City	Patient State	Patient Zip Code	Attending Physician Name	Total Charges	Total Payments	DRG Code	DRG Code Description	ICD Diagnosis Code
2	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	B974
3	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	B998
4	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	F1110
5	African American	Shelbyville	US State	12345	Doe, John	\$500.00	\$125.00			G459
6	African American	Shelbyville	US State	12345	Doe, John	\$500.00	\$125.00			A419
7	African American	Shelbyville	US State	12345	Doe, John	\$600.00	\$125.00	795	Normal Newborn	L22
8	Caucasian	Shelbyville	US State	12345	Smith, Jane	\$2,000.00	\$725.00	603	Cellulitis w/o MCC	Z431
9	Caucasian	Shelbyville	US State	12345	Smith, Jane	\$2,000.00	\$725.00	603	Cellulitis w/o MCC	T148
10	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	E861
11	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	J209
12	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	Z041
13	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	T1491
14	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	N179
15	African American	Springfield	US State	12367	Doe, John	\$1,000.00	\$200.00			F1199
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										

There is only one column for ICD Code. Therefore, each patient stay must be replicated as many times as necessary to provide all of the ICD Codes associated with the stay. For example, a patient stay with five ICD Codes would be listed in five rows (e.g., the 12/10/2016 stay of patient 103).

## CLAIM FORM

## Data Request Example

EXHIBIT A

	AD	AE	AF	AG
	ICD Diagnosis Code Description	ICD Diagnosis Code Priority	Mom's Medical Record #	Baby's Medical Record #
1				
2	Respiratory syncytial virus as the cause of diseases classified elsewhere	1		999
3	Other infectious disease	3		999
4	Opioid Abuse - Uncomplicated	2		999
5	Transient Cerebral Ischemic Attack - Unspecified	2		999
6	Sepsis - Unspecified Organism	1		999
7	Diaper Dermatitis	1	101	
8	Encounter For Attention To Gastrostomy	1		
9	Other Injury Of Unspecified Body Region	2		
10	Hypovolemia	1		
11	Acute Bronchitis - Unspecified	2		
12	Encounter for examination and observation following transport accident	3		
13	Suicide attempt	4		
14	Acute Kidney Failure - Unspecified	5		
15	Opioid Use - Unspecified With Unspecified Opioid-Induced Disorder	1		
16	<p>The last two fields will only be populated where a facility has a neonatal unit and delivers babies. These two fields link the mother's record to the baby's medical record number (MRN) and vice versa. For example, if Patient 101 is a mother, the baby's MRN would be shown in column AG and column AF would be blank since the record relates to the mother. If the patient is the baby, then the mother's MRN would be shown in column AF and column AG would be blank since the records relates to the baby.</p>			
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

**EXHIBIT F**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

[PROPOSED] ORDER (I) PRELIMINARILY APPROVING SETTLEMENT PURSUANT  
TO FED. R. CIV. P. 23(e)(1), (II) APPOINTING THE NOTICE AND CLAIMS  
ADMINISTRATORS AND SPECIAL MASTER, (III) APPROVING FORM AND  
MANNER OF NOTICE TO CLASS MEMBERS, (IV) SCHEDULING A FINAL FAIRNESS  
HEARING TO CONSIDER FINAL APPROVAL OF THE SETTLEMENT, AND (V)  
GRANTING RELATED RELIEF



Before the Court is the Motion of proposed Settlement Class Counsel for Preliminary Approval of the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals (the “Preliminary Approval Motion”), pursuant to Rules 23(a), 23(b), and 23(e) of the Federal Rules of Civil Procedure, which seeks: (1) Preliminary Approval of the Settlement Agreement; (2) preliminary certification, for settlement purposes only, of the Settlement Class; (3) approval of the form of Notice and proposed Settlement Plan; (4) appointment of Settlement Class Counsel; (5) appointment of Settlement Class Representatives; (6) appointment of the Notice and Claims Administrators; (7) appointment of the Special Master; (8) appointment of the Escrow Agent; (9) approval of the Escrow Agreement; (10) establishment of the Qualified Settlement Fund; (11) scheduling of a Fairness Hearing; (12) a stay of all proceedings brought by Releasors in the Action and Other Actions in any forum as to the Teva Defendants, and an injunction against the filing of any new such proceedings for Released Claims; and (13) a directive to the Settlement Class Representatives to file motions to sever and stay Other Actions as to the Teva Defendants, to the extent the Other Actions are not already stayed.

WHEREAS, an action is pending before this Court entitled *San Miguel Hospital Corp., d/b/a/ Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, 1:23-cv-00903-KWR-JFR (D.N.M.) (the “Action”);

WHEREAS, the Settlement Class Representatives, on behalf of the proposed Settlement Class, having made a motion, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Action as to Defendants Teva Pharmaceuticals Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis Pharma, Inc., Actavis LLC, Watson Laboratories, Inc. and Anda, Inc. (collectively, “Teva Defendants”) in accordance with the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals (the

“Settlement Agreement” or “Settlement”), which, together with the exhibits attached thereto, sets forth the terms and conditions for proposed Settlement of the Action and Other Actions as to the Teva Defendants and for dismissal of the Action and Other Actions with prejudice as to the Teva Defendants upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits attached thereto;

WHEREAS, Teva Defendants do not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Settlement Agreement;

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

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Settlement Agreement and does preliminarily approve the Settlement between Plaintiffs and the Teva Defendants set forth therein as fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below.

2. The Settlement Class shall consist of all entities that fall within one or more of the following categories:

(1) All Acute Care Hospitals in the United States that (a) are not owned or operated by a federal, state, county, parish, city, or other municipal government; and (b) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through the date of entry of the Preliminary Approval Order;

(2) all entities listed on Exhibit A to the Settlement Agreement; and

(3) all Plaintiffs in the Other Actions listed on Exhibit B to the Settlement Agreement.

Exhibits A and B to the Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Class.

The following are excluded from the Settlement Class:

(1) Any Acute Care Hospital whose Released Claims have been released by any other settlement with Teva Defendants.

3. The Court preliminarily finds that the proposed Settlement Class satisfies all relevant requirements under Federal Rules of Civil Procedure 23(a) and 23(b)(3), for certification for settlement purposes only.

4. The Court preliminarily finds that the proposed Settlement of the Action between the Settlement Class Representatives and the Teva Defendants should be approved as: (i) the result of serious, extensive arm's-length and non-collusive negotiations; (ii) falling within a range of reasonableness warranting final approval; (iii) having no obvious deficiencies; and (iv) warranting notice of the proposed Settlement to Settlement Class Members and further consideration of the Settlement at the Fairness Hearing described below.

5. The Court appoints as Interim Settlement Class Counsel John W. ("Don") Barrett ("Barrett") of Barrett Law Group, P.A.; Warren T. Burns of Burns Charest LLP; Robert A. Clifford of Clifford Law Offices, P.C.; Steven B. Farmer of Farmer Cline & Campbell, PLLC; Charles J. LaDuca of Cuneo, Gilbert, & LaDuca, LLP; and Steven A. Martino of Taylor Martino, P.C. Barrett is designated as Lead Counsel. Interim Settlement Class Counsel and Teva Defendants are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

6. The plaintiffs in the Action and the following Other Actions are appointed as Settlement Class Representatives: *Florida Health Sciences Center, Inc., et al. v. Richard Sackler, et al.*, Case No. 19-018882 (Cir. Ct. Broward Cnty., Fla.); *The DCH Health Care Authority, et al. v. Purdue Pharma, L.P., et al.*, Case No. CV-19-07 (Cir. Ct. Conecuh Cnty., Ala.); *Fort Payne*

*Hospital Corporation, et al. v. McKesson Corporation, et al.*, Case No. 21-cv-2021-900016.00 (Cir. Ct. Conecuh Cnty., Ala.); and *Lester E. Cox Medical Centers d/b/a Cox Medical Centers, et al. v. Amneal Pharmaceuticals, LLC, et al.*, No. 6:22-cv-3192 (W.D. Mo.).

7. All litigation in any forum brought by or on behalf of a Releasor and that asserts a Released Claim, and all Claims and proceedings therein, are hereby stayed in all Courts as to the Released Entities, except as to proceedings that may be necessary to implement the Settlement. All Releasors are enjoined from filing or prosecuting any Claim in any forum or jurisdiction (whether federal, state, or otherwise) against any of the Released Entities, and any such filings are stayed; provided, however, that this Paragraph 7 shall not apply to any entity that files a timely and valid Opt-Out Form beginning as of the date such Opt-Out Form becomes effective. The provisions of this Paragraph will remain in effect until the earlier of (i) the Effective Date, in which case such provisions shall be superseded by the provisions of the Order Granting Final Approval, or (ii) the termination of the Settlement Agreement in accordance with its terms. This Order is entered pursuant to the findings under Federal Rule of Civil Procedure 23(e) set forth above, in aid of its jurisdiction over the members of the proposed Settlement Class and the settlement approval process under Rule 23(e).

8. If not already stayed, and to the extent not already filed, Settlement Class Counsel is directed to file motions to sever and stay the Other Actions brought by the Settlement Class Representatives as to the Teva Defendants until the Court renders a final decision regarding the approval of the Settlement.

9. The Fairness Hearing shall be held before this Court on \_\_\_\_\_ at [ • ], Mountain Time, at the United States District Court for the District of New Mexico, Pete V. Domenici Courthouse, 333 Lomas Blvd. NW, Albuquerque, NM, 87102, Courtroom [ • ], (A) to determine (i)

whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court; (ii) whether the proposed Final Judgment as provided under the Settlement Agreement should be entered as to the Teva Defendants; (iii) whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be approved; (iv) the amount of Attorneys' Fees and Expenses; and (v) any Service Award to the Settlement Class Representatives; (B) to hear any objections by Settlement Class Members to (i) the Settlement or Plan of Allocation; (ii) the award of Attorneys' Fees and Expenses; and (iii) Service Awards to the Settlement Class Representatives; and (C) to consider such other matters the Court deems appropriate. The Court may adjourn the Fairness Hearing without further notice to the Settlement Class Members.

10. The assertion of an Objection does not opt the Settlement Class Member asserting it out of, or otherwise exclude that Settlement Class Member from, the Settlement Class. A Settlement Class Member within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the provisions of Section V.G of the Settlement Agreement.

11. The Court approves, as to form and content, the Notice substantially in the form attached as Exhibit H to the Settlement Agreement.

12. The Court approves, as to form and content, the Registration Form, Claim Form, and Summary Notice (together, the "Notice Package"), substantially in the forms attached as Exhibits D, E, and I to the Settlement Agreement, respectively.

13. The Court finds that the distribution and posting of the Notice and Notice Package substantially in the manner and form set forth in Paragraphs 11 and 12 of this Order: (a) constitute the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably

calculated, under the circumstances, to describe the terms and effect of the Settlement Agreement and of the Settlement and to apprise Settlement Class Members of their right to object to the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the United States Constitution (including the Due Process Clause), the Rules of this Court, and other applicable law.

14. The firms of A.B. Data Group and Cherry Bekaert Advisory, LLC (the “Notice and Claims Administrators”) are hereby appointed to supervise and administer the notice procedure as well as the processing of claims as set forth more fully below.

15. The Honorable Thomas L. Hogan (Ret.) (“Special Master”) is hereby appointed to oversee the process of allocating the Net Settlement Funds as provided in the Plan of Allocation.

16. Not later than [REDACTED], 2024 (the “Notice Date”), the Notice and Claims Administrators shall commence distribution of the Notice Package to all Settlement Class Members that can be identified with reasonable effort and to be posted on the case-designated website, [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), according to the Notice Plan in the Declaration of [REDACTED] filed in support of Preliminary Approval. The Notice shall be given as soon as practicable after entry of this Order and, in any event, no more than twenty-one (21) calendar days following the entry of this Order.

17. No later than fourteen (14) calendar days following the Notice Date, Settlement Class Counsel shall serve on the Teva Defendants and file with the Court proof, by affidavit or declaration, of such distribution.

18. In accordance with Section IV.E.1 of the Settlement Agreement and the terms of the Escrow Agreement, the Court appoints Pinnacle Bank as Escrow Agent, which shall control and

administer an Escrow Account to be established as set forth in the Settlement Agreement. Within thirty (30) calendar days of entry of this Order, the Teva Defendants shall pay their first settlement payment of one million U.S. Dollars (\$1,000,000) into the Escrow Account. Within three (3) business days following the entry of the Preliminary Approval Order, Class Counsel will provide wire instructions and other information necessary for payment, pursuant to instructions to be communicated by Teva Defendants no later than the business day following the entry of the Preliminary Approval Order. Any portion of this first settlement payment not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to the Teva Defendants if, for any reason, the Settlement does not become final.

19. All fees and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the Settlement Funds. The Escrow Agent may direct payment of up to \$1,000,000 for reasonable Notice and Administrative Costs as approved by the Court. Any money paid for Notice and Administrative Costs shall not be returned or repaid to the Teva Defendants.

20. Consistent with the requirements of Federal Rules of Civil Procedure 1 and 23 and due process, the Notice and Claims Administrators shall coordinate with the Settling Parties to minimize costs in effectuating its duties.

21. All Settlement Class Members shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Settlement Class, regardless of whether such Settlement Class Members or entities seek or obtain by any means, including, without limitation, by submitting a Registration Form, Claim Form, or any similar documentation, any Allocated Amount.

22. Settlement Class Members that wish to participate in the Settlement shall complete and submit Registration and Claim Forms in accordance with the instructions contained therein.

Unless the Court orders otherwise, all Registration Forms and Claim Forms must be submitted no later than \_\_\_\_ days from the Effective Date. Any Settlement Class Member that submits a Registration Form and/or Claim Form shall reasonably cooperate with the Notice and Claims Administrators, including by promptly responding to any inquiry made by the Notice and Claims Administrators. Any Settlement Class Member that does not timely submit a Registration Form and/or Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court.

23. The Registration Form and Claim Form must comply with the requirements set forth in the Settlement Agreement and any further requirements described in the forms attached as Exhibits D and E to the Settlement Agreement.

24. Any Settlement Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Settlement Class Member's own choice. If a Settlement Class Member does not enter an appearance, that Settlement Class Member will continue to be represented by Settlement Class Counsel.

25. Any Settlement Class Member may appear, at the Court's discretion, at the Fairness Hearing and show cause why the proposed Settlement of the Action should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why Attorneys' Fees and Expenses should or should not be awarded to Settlement Class Counsel, or why an amount of Service Awards should or should not be awarded to the Settlement Class Representatives; provided, however, that no Settlement Class Member or any other entity shall be heard or entitled to contest such matters, unless that Settlement Class Member or entity has complied with Section V.F of the



Settlement Agreement, including by (a) delivering by hand or first-class mail written Objections and copies of any papers and briefs such that they are received, not simply postmarked, on or before \_\_\_\_\_, 2024 by Settlement Class Counsel and the Teva Defendants and (b) filing said Objections, papers, and briefs with the Clerk of the United States District Court for the District of New Mexico, 333 Lomas Blvd. NW, Albuquerque, NM 87102, on or before \_\_\_\_\_, 2024, which date shall be no more than forty-five (45) calendar days after the commencement of the dissemination of the Notice.

26. Any Objections must: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Settlement Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Settlement Class, such as the objectors' status as an Acute Care Hospital and its treatment of patients diagnosed with opioid use disorder; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement. At the request of Settlement Class Counsel, an objector shall submit to a deposition within thirty (30) days of the filing of the objection. The deposition shall be conducted at a mutually convenient time and

place, and in accordance with the Federal Rules of Civil Procedure.

27. The Court will consider a Settlement Class Member's Objection only if the Settlement Class Member has complied with the above requirements. Any Settlement Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Settlement Class Member's compliance with the foregoing requirements does not in any way guarantee that Settlement Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court. Settlement Class Members submitting written Objections are not required to attend the Fairness Hearing, but any Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of Attorneys' Fees and Expenses and/or Service Awards must file a written Objection and indicate in the written Objection its intention to appear at the hearing and to include in its written Objections the identity of any witnesses it may call to testify and copies of any exhibits it intends to introduce into evidence at the Fairness Hearing. Settlement Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval of the Settlement.

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

Court.

29. The Court has reviewed the proposed Escrow Agreement and Section IV.E of the Settlement Agreement and approves the Escrow Agreement and Section IV.E of the Settlement Agreement and authorizes that the Escrow Account established pursuant to the Escrow Agreement be established as a “qualified settlement fund” within the meaning of Treasury Regulations 28 CFR § 1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement. The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

30. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by Settlement Class Counsel for attorneys’ fees, charges, and expenses and Service Awards to the Settlement Class Representatives shall be filed and served by no later than [REDACTED], 2024, and any reply papers, including any responses to Objections, shall be filed and served no later than [REDACTED], 2024.

31. The Released Entities shall have no responsibility for the Plan of Allocation or any application for Attorneys’ Fees and Expenses submitted by Settlement Class Counsel or any Service Award to the Settlement Class Representatives, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

32. The procedures for the submission of Opt-Out Forms set forth in Section V.G of the Settlement Agreement and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement are approved.

33. Any Settlement Class Member wishing to opt out of the Settlement Class and Settlement must submit a written and signed Opt-Out Form to the Notice Administrator and email it to Teva Defendants and Settlement Class Counsel as set forth in the Notice. Such written request

must be received by the Notice Administrator, Settlement Class Counsel, and Teva Defendants no later than the date forty-five (45) calendar days following the commencement of the Notice Plan, which is the last day of the opt out period (the “Opt-Out Deadline”).

34. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide an affidavit or other proof of the standing of the submitting entity and why it would be a Settlement Class Member absent the Opt-Out; provide the submitting entity’s name, address, telephone number and email address (if available); provide the National Provider Identifier (if available) and CMS Certification Number (if available); provide a list of current and former names of the submitting entity, including any and all names under which the entity does or has done business since January 1, 2009; and be received by the Notice and Claims Administrators, Settlement Class Counsel, and Teva Defendants no later than the date designated for such purpose in the Notice.

35. No later than seven (7) calendar days after the Opt-Out Deadline, the Notice and Claims Administrators shall provide Teva Defendants, Settlement Class Counsel, and the Court with the Opt-Out Report identifying all requests to be excluded from the Settlement Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G of the Settlement Agreement or were otherwise inadequate. Teva Defendants may, in their sole discretion, terminate the Settlement Agreement by providing notice to Settlement Class Counsel within fifteen (15) business days following receipt by the Teva Defendants of the Opt-Out Report of the Notice and Claims Administrators detailing all opt-outs from the Settlement. If Teva Defendants do not provide notice of exercise of the Walk-Away Right to Settlement Class Counsel in accordance with this paragraph, the Walk-Away Right shall be

waived.

36. If the Settlement Agreement is terminated or is not consummated for any reason, the Court's findings with respect to certification of the Settlement Class shall be void, the Action against the Teva Defendants for all purposes will revert to its status prior to the execution of the settlement term sheet, and any unexpended Settlement Funds shall be returned to the Teva Defendants as provided in Section VI of the Settlement Agreement, as applicable. In such event, the Teva Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Action. Likewise, if the Settlement does not reach Final Judgment, then the participation in that Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

37. At or after the Fairness Hearing, the Court shall determine whether the Plan of Allocation proposed by Settlement Class Counsel, and any application for Attorneys' Fees and Expenses or any Service Award to the Settlement Class Representatives should be approved. The Court may, in its discretion, enter the Final Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or awarded Attorneys' Fees and Expenses or any Service Award to the Settlement Class Representatives.

38. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Funds, shall be paid as set forth in the Settlement Agreement. In the event that the Settlement is not approved by the Court, or otherwise fails to become effective, the Settlement Funds shall be returned to the Teva Defendants pursuant to written instructions provided by the Teva Defendants, less interest accrued on the Escrow Account; Notice and Administrative Costs, paid, incurred, or due and owing; and Taxes or Tax Expenses paid,

incurred, or due and owing.

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

40. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the members of the Settlement Class and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, as provided in the Settlement Agreement, if appropriate, without further notice to the Settlement Class.

41. If the Settlement Agreement and the Settlement set forth therein is not approved or consummated for any reason whatsoever, the Settlement Agreement and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties to the Settlement Agreement *status quo ante*, except as otherwise expressly provided in the Settlement Agreement.

42. Pending final determination of whether the proposed Settlement should be approved, neither the Settlement Class Representatives nor any Settlement Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Teva Defendants, any action or proceeding in any court or tribunal asserting any of the Plaintiffs' Released Claims.

43. Settlement Class Counsel and Teva Defendants are authorized to use all reasonable procedures in connection with administration and obtaining approval of the Settlement Agreement

that are not inconsistent with this Order Granting Preliminary Approval or the Settlement Agreement, including making, without further approval of the Court or notice to Settlement Class Members, minor changes to the Settlement Agreement, to the form or content of the Notice, or otherwise to the extent the Parties jointly agree such minor changes are reasonable and necessary.

44. Except to the extent the Settling Parties may agree to resolve through mediation any disputes that may arise prior to the entry of judgment, the Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE KEA RIGGS  
UNITED STATES DISTRICT JUDGE

**APPROVED SCHEDULE FOR FINAL APPROVAL PROCESS**

<b>DATE/DAYS (days are calendar days unless otherwise specified)</b>	<b>EVENT</b>
, 2024	Plaintiffs file Motion for Preliminary Approval of Settlement
, 2024 (10 days after the Settlement Agreement is filed with the Court)	Teva Defendants provide Class Action Fairness Act Notice to State Attorneys General
, 2024	Hearing on Preliminary Approval of Settlement [Date and Time TBD by Court]
No later than 21 days following entry of the Preliminary Approval Order	Settlement Notice Program Begins (“Notice Date”)
30 days after Notice Date	Plaintiffs file Motion for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
45 days after Notice Date	Deadline for Settlement Class Members to submit Opt-Outs to the Notice Administrator, Settlement Class Counsel, and Teva Defendants (“Opt-Out Deadline”)
45 days after Notice Date	Objection Deadline and Deadline for State Attorneys General to file Comments/Objections
7 days after Opt-Out Deadline	Deadline for Notice and Claims Administrators to provide Opt-Out Report to Teva Defendants and Settlement Class Counsel
15 business days after receipt of Opt-Out Report	Deadline for Teva Defendants to exercise Walk-Away Right
75 days after Notice Date	Plaintiffs file Response to Objections for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
, 2024	Fairness Hearing on Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards [Date and Time TBD by Court, provided that the Fairness Hearing shall not be scheduled any earlier than the later of: (1) 120 days following the Motion for Preliminary Approval; or (2) 5 days following the deadline for Teva Defendants to exercise their Walk-Away Right; or (3) no earlier than ninety (90) days following the entry of the Preliminary Approval Order.]



**EXHIBIT G**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE AS  
TO THE TEVA DEFENDANTS

WHEREAS, this matter came before the Court pursuant to the Preliminary Approval Order (I) Preliminarily Approving the Settlement Pursuant to Fed. R. Civ. P. 23(e)(1), (II) Appointing the Notice and Claims Administrators and Special Master, (III) Approving Form and Manner of Notice to Settlement Class Members, (IV) Scheduling a Final Fairness Hearing to Consider Final Approval of the Settlement, and (V) Granting Related Relief (“Order”) dated \_\_\_\_\_, 2024, on the application of the Settlement Class Representatives for approval of the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals (“Settlement Agreement”) dated \_\_\_\_\_. Due and adequate notice having been given to the Settlement Class as required in the Order, and the Court having considered all papers filed and proceedings had herein and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment and Order of Dismissal with Prejudice as to the Teva Defendants<sup>1</sup> (“Final Judgment”) incorporates by reference: (a) the Settlement Agreement; (b) the Notice of Proposed Settlement of Class Action and Summary Notice (collectively, the “Notice”); and (c) the Declaration of the Notice and Claims Administrators filed with this Court on \_\_\_\_\_, 2024. All terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

2. The Court has jurisdiction over the subject matter of the Action and over all Settling Parties and all Settlement Class Members.

3. The Court certifies the Settlement Class defined in Section III.A of the Settlement Agreement, which Settlement Class is certified for settlement purposes only.

4. The Notice given to the Settlement Class was the best notice practicable under

---

<sup>1</sup> Teva Defendants collectively refers to Teva Pharmaceuticals Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis Pharma, Inc., Actavis LLC, Watson Laboratories, Inc. and Andia, Inc.

the circumstances and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the United States Constitution (including the Due Process Clause), the rules of this Court, and other applicable law.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determinations in the Preliminary Approval Order, fully and finally approves the Settlement set forth in the Settlement Agreement in all respects, and finds that:

(a) the Settlement Agreement and the Settlement contained therein, is, in all respects, fair, reasonable, and adequate, and in the best interests of the Settlement Class;

(b) there was no collusion in connection with the Settlement;

(c) the Settlement was the product of informed, arm's-length negotiations among competent, able counsel with the assistance of third-party mediators; and

(d) the record is sufficiently developed and complete to have enabled the Settlement Class Representatives and the Teva Defendants to have adequately evaluated and considered their positions.

6. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Settlement Agreement, as well as the terms and provisions hereof. Except as to any individual claims of those persons or entities who have validly and timely requested exclusion from the Settlement Class, as set forth in Exhibit \_\_\_ to Settlement Class Counsel's Motion for Award of Attorneys' Fees and Expenses, the Court hereby dismisses the Action as to the Teva Defendants and all Released Claims against the Released Entities with prejudice. The Settling Parties are to bear their own costs, except as and to the extent provided

in the Settlement Agreement, and any separate order(s) entered by the Court regarding Class Counsel's Motion for Award of Attorneys' Fees and Expenses.

7. The Releases set forth in Section IX of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein by reference. Accordingly, this Court orders that:

(a) Upon the Effective Date, and as provided in the Settlement Agreement, the Settlement Class Representatives shall, and each of the Settlement Class Members shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all Released Claims against the Released Entities, whether or not such Settlement Class Member shares in the Settlement Funds. Claims to enforce the terms of the Settlement Agreement are not released.

(b) The Settlement Class Representatives and all Settlement Class Members, Releasers, and anyone claiming through or on behalf of any of them, are hereby forever and permanently barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any of the Released Claims, or any claim related in any way to the Released Claims, against any of the Released Entities.

(c) The Settlement Class Representatives and all Settlement Class Members, Releasers, and anyone claiming through or on behalf of any of them, shall cooperate with the Teva Defendants to promptly dismiss with prejudice the Other Actions listed in Exhibit B to the Settlement Agreement and all other pending litigation asserting any of the Released Claims against any of the Released Entities.

8. Upon the Effective Date, any and all persons or entities shall be permanently

barred, enjoined, and restrained, to the fullest extent permitted by law, from bringing, commencing, prosecuting, or asserting any and all claims, actions, or causes of action for contribution or indemnity or otherwise against the Teva Defendants or any of the Released Entities seeking as damages or otherwise the recovery of all or any part of any liability, judgment, or settlement which they pay or are obligated or agree to pay to the Settlement Class or any Settlement Class Member arising out of, based upon, relating to, concerning, or in connection with any facts, statements, or omissions that were or could have been alleged in the Action or the Other Actions. Notwithstanding the foregoing, nothing herein shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Settlement Agreement, the Settlement, or this Final Judgment.

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

10. The Settlement is not subject to any modification without approval from the Court, and without the express written consent of Settlement Class Counsel and Teva Defendants.

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

12. The Court finds that the Settlement is a good-faith settlement that bars any Claim

by any Non-Released Entity against any Released Entities for contribution, indemnification, or that otherwise seeks to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity a Teva Defendant, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, N.M. Stat. § 41-3-4, Cal. Civil Code § 1542, and S.D. Codified Laws § 20-7-11, and similar laws in other states or jurisdictions.

13. Any Plan of Allocation submitted by Settlement Class Counsel or any order entered regarding any Attorneys' Fees and Expenses or Service Awards to the Settlement Class Representatives shall in no way disturb or affect this Final Judgment and shall be considered separate from this Final Judgment.

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

preclusion or issue preclusion or similar defense.

15. Without affecting the finality of this Final Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Funds, including interest earned thereon; (b) disposition of the Settlement Funds; (c) hearing and determining applications for Attorneys' Fees and Expenses or Service Awards to the Settlement Class Representatives; (d) all parties herein for the purpose of construing, enforcing, and administering the Settlement Agreement; (e) the Settlement Class Members for all matters relating to the Action; (f) the Escrow Account and Escrow Agent in its capacity as administrator of the Escrow Account; and (g) other matters related or ancillary to the foregoing. The administration of the Settlement and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any person or entity to participate in the distribution of the Net Settlement Funds shall remain under the authority of this Court.

16. The deadline for Settlement Class Members to submit Claim Forms will be \_\_\_\_ days from the Effective Date. Settlement Class Counsel shall make practicable efforts to provide Settlement Class Members with notice of this Final Judgment and the deadline to submit a Claim Form.

17. The Court finds that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

18. If the Settlement does not become effective in accordance with the terms of the Settlement Agreement or the Effective Date does not occur, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in



connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement, and the Settlement Funds shall be returned in accordance with the Settlement Agreement.

19. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

20. The Court finds, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

21. Within fourteen days of the filing of any Notice of Appeal to this Order, the Settling Parties are granted leave to file a motion under Federal Rule of Appellate Procedure 7 for the assessment of an appropriate bond for costs on appeal, including any to be assessed under 18 U.S.C. § 1964(c) and/or Federal Rule of Civil Procedure 68.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE KEA RIGGS  
UNITED STATES DISTRICT JUDGE

**EXHIBIT H**

**COURT-ORDERED LEGAL NOTICE**  
**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO**

**If you are an Acute Care Hospital that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions, you may receive a payment from \$651 million in class action settlements.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**If you are included, your legal rights will be affected whether you act or don't act. Please read this notice carefully.**

Four proposed settlements ("Settlements"), totaling \$651 million with four Defendant groups have been reached in a class action lawsuit. The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, acute care hospitals must now spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. Defendants deny that they did anything wrong. The Court has not decided who is right.

Under the Settlements, the settling Defendants agreed to pay money to resolve the claims against them. The Settlements do not resolve claims against Defendants who did not agree to settle, and the lawsuit against these non-settling Defendants will continue.

Generally, you are included if you are an acute care hospital in the United States that (a) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through [Month 00, 2024], and (b) is not owned or operated by a federal, state, county, parish, city, or other municipal government.

The full text of the Settlements is available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). In the event of any inconsistency between this notice and the terms of the Settlements, the Settlements' terms control.

**This notice is not intended to be an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. This notice is solely to advise you of proposed Settlements in this Action and your rights in connection with the Settlements.**

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>SUBMIT A CLAIM</b>	<p>You must submit a Registration Form and may submit a Claim Form to file a claim for a payment from these Settlements.</p> <p>The deadline to submit these forms is <b>[Month 00, 2024]</b>.</p>
<b>OBJECT</b>	<p>You may write to the Court about why you do not like the Settlements. The objection deadline is <b>[Month 00, 2024]</b>.</p> <p>Additionally, you may ask to go to the Fairness Hearing and speak in Court about the fairness of the Settlements.</p> <p>If you object to the Settlements, you are still a Class Member and you must file a claim to receive a payment.</p>
<b>OPT OUT</b>	<p>You may write to the Settlement Administrator and exclude yourself (or “opt out”) from one or more of the Settlements. Exclusion allows you to file your own lawsuit against the settling Defendants about the claims in this case. You will not receive any payment and will not be bound by the releases contained in the Settlements from which you exclude yourself. The exclusion deadline is <b>[Month 00, 2024]</b>.</p>
<b>DO NOTHING</b>	<p>If you do nothing, you will not receive any payment. You will be bound by the releases in the Settlements and will not be able to sue the settling Defendants about the claims in this lawsuit.</p>

These rights and options are explained in this notice. If you do not act by the deadline for an option, you will lose your right to exercise that option. The Court overseeing this case still has to decide whether to approve the Settlements. You may receive a payment if the Court approves the Settlements and the period to appeal has expired and/or all appeals have been resolved. Please be patient.

## TABLE OF CONTENTS

<b>BASIC INFORMATION .....</b>	<b>4</b>
1. WHAT IS THIS LAWSUIT ABOUT?.....	4
2. WHO ARE THE SETTLING DEFENDANTS? .....	4
3. WHO ARE THE NON-SETTLING DEFENDANTS? .....	4
4. WHAT IS A CLASS ACTION?.....	4
5. WHY ARE THERE SETTLEMENTS?.....	5
6. WHY IS THE LAWSUIT CONTINUING IF THERE ARE SETTLEMENTS? .....	5
7. ARE YOU PART OF THE SETTLEMENTS?.....	5
8. WHAT IF YOU ARE STILL NOT SURE IF YOU ARE INCLUDED?.....	5
<b>THE SETTLEMENTS.....</b>	<b>5</b>
9. WHAT DO THE SETTLEMENTS PROVIDE? .....	5
<b>SETTLEMENT PAYMENTS.....</b>	<b>6</b>
10. HOW MUCH WILL YOU RECEIVE FROM THE SETTLEMENTS?.....	6
11. HOW CAN YOU GET A PAYMENT FROM THE SETTLEMENT FUNDS?.....	7
12. IF YOU RECEIVED A PAYMENT IN PREVIOUS BANKRUPTCY CASES, DO YOU NEED TO PROVIDE CLAIMS DATA WITH YOUR CLAIM FORM? .....	7
13. WHEN WILL YOU GET A PAYMENT?.....	7
14. WHAT HAPPENS IF THERE ARE FUNDS REMAINING AFTER DISTRIBUTION?.....	7
15. WHAT WILL YOU GIVE UP IN EXCHANGE FOR THE SETTLEMENTS?.....	7
<b>THE LAWYERS REPRESENTING THE CLASS .....</b>	<b>8</b>
16. DO YOU HAVE A LAWYER IN THIS CASE? .....	8
17. HOW WILL THE LAWYERS BE PAID?.....	8
18. HOW TO OBJECT TO THE SETTLEMENTS .....	9
19. HOW TO OPT OUT OF THE SETTLEMENTS .....	11
20. IF YOU EXCLUDE YOURSELF, CAN YOU STILL GET A PAYMENT? .....	11
21. IF YOU DON'T EXCLUDE YOURSELF, CAN YOU SUE THE SETTLING DEFENDANTS FOR THE SAME THING LATER? .....	11
22. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED? .....	11
<b>FAIRNESS HEARING.....</b>	<b>12</b>
23. WHEN IS THE FAIRNESS HEARING?.....	12
24. DO YOU HAVE TO ATTEND THE HEARING? .....	12
25. MAY YOU SPEAK AT THE HEARING? .....	12
<b>GETTING MORE INFORMATION.....</b>	<b>12</b>
26. HOW DO YOU GET MORE INFORMATION? .....	12

## **BASIC INFORMATION**

### **1. WHAT IS THIS LAWSUIT ABOUT?**

This lawsuit is a class action known as *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903 (the “Lawsuit” or “Action”). Judge Kea Riggs of the United States District Court for the District of New Mexico is overseeing the lawsuit. The people or entities who sued are called the “Plaintiffs,” and the companies they sued are called the “Defendants.”

The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, hospitals now must spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. Defendants deny that they did anything wrong.

No court, jury, or other authority has decided whether Defendants did anything wrong.

Settlements have now been reached with four Defendant groups.

### **2. WHO ARE THE SETTLING DEFENDANTS?**

There are four proposed Settlements with different groups of Defendants:

The Distributor Class Action Settlement is with Defendants, Cencora, Inc. (f/k/a AmerisourceBergen Drug Corporation) (“Cencora”), Cardinal Health, Inc. (“Cardinal”), and McKesson Corporation (“McKesson”) (the “Settling Distributors”).

The Janssen Class Action Settlement is with Defendants, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”).

The Teva Class Action Settlement is with Teva Pharmaceuticals Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis Pharma, Inc., Actavis LLC, Watson Laboratories, Inc. and Andia, Inc. (collectively, “Teva”).

The Allergan Class Action Settlement is with Allergan Finance, LLC (f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; and Allergan USA, Inc. (collectively, “Allergan”).

### **3. WHO ARE THE NON-SETTLING DEFENDANTS?**

The non-settling Defendants are Indivior, Inc. f/k/a Reckitt Benckiser Pharmaceuticals, Inc.; Hikma Pharmaceuticals, Inc. f/k/a West- Ward Pharmaceuticals, Inc.; Henry Schein, Inc.; Walgreen Co.; Walgreen Eastern Co., Inc.; CVS Orlando FL Distribution, L.L.C.; CVS Pharmacy, Inc.; CVS Rx Services, Inc.; The Kroger Co.; Safeway, Inc.; Albertson’s LLC; Albertsons Companies, Inc.; HBC Service Company; Giant Eagle, Inc.; Publix Super Markets, Inc.; and Walmart Inc. f/k/a Wal-Mart Stores, Inc.

### **4. WHAT IS A CLASS ACTION?**

In a class action, one or more people or entities called “named plaintiffs” or “class representatives” sue(s) on behalf of people and entities with similar claims. Together, these people and entities are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. A full list of the class representatives in this case is available in the Settlement Agreements which can be accessed at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**5. WHY ARE THERE SETTLEMENTS?**

Neither the Court nor a jury has decided in favor of Plaintiffs or the settling Defendants. Instead, both sides have agreed to settle. If the Court approves the Settlements, the parties will avoid the costs, delay, and uncertainty of continuing the lawsuit, and Class Members receive the benefits described in this notice. Settlements do not mean that any law was broken or that the settling Defendants did anything wrong. The parties believe that the Settlements are best for the Class.

**6. WHY IS THE LAWSUIT CONTINUING IF THERE ARE SETTLEMENTS?**

Settlements were reached with only some of the Defendants. The lawsuit will continue against the non-settling Defendants. Additional money may become available in the future as a result of a trial or future settlements. Alternatively, this case may be decided in favor of the non-Settling Defendants and no additional money may become available. There is no guarantee as to what will happen.

**7. ARE YOU PART OF THE SETTLEMENTS?**

You are part of the Class and in the Settlements if you fall into one or more of the three following categories:

- (1) You are an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through [Month 00, 2024] and you are not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlements, you must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) You are an entity specifically identified in Exhibit A to the Settlement Agreements; and/or
- (3) You are a named plaintiff in the actions listed on Exhibit B to the Settlement Agreements.

Even if you are part of the Class, you may be excluded from participating in one or more settlements if your claims against a Settling Defendant were released in an earlier settlement.

The Settlement Agreements are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**8. WHAT IF YOU ARE STILL NOT SURE IF YOU ARE INCLUDED?**

If you are not sure whether you are included or have any other questions about the Settlements, visit the website, [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), or call the toll-free number, 1-800-000-0000. You may also send questions to the Notice and Claims Administrator at Acute Care Hospital Settlement, c/o A.B. Data, Ltd., P.O. Box 0000, Milwaukee, WI 53217.

**THE SETTLEMENTS****9. WHAT DO THE SETTLEMENTS PROVIDE?**

If the Settlements are approved by the Court and become final, the settling Defendants will pay money to settle the lawsuit in exchange for releases of claims against them.

The Distributor Class Action Settlement Defendants will pay a total of \$390,000,000 in one lump sum.

The Janssen Class Action Settlement Defendants will pay a total of \$110,000,000 in one lump sum.

The Teva Class Action Settlement Defendants will pay a total of \$126,000,000 over eighteen years, with an immediate payment of \$15,000,000 and subsequent annual payments made on a schedule set forth in the Teva Class Action Settlement Agreement. In addition, over the next seven years, Teva will make \$49,000,000 worth of Naloxone Hydrochloride Nasal Spray kits available, free of charge, for Class Members who register for the Naloxone Kit Program.

The Allergan Class Action Settlement Defendants will pay a total of \$25,000,000 over three years, with an immediate payment of \$8,333,333 and two subsequent annual payments in the same amount.

These Settlement Funds (the Settlement Amounts plus interest) will be used to pay money to qualifying Class Members, attorney's fees and expenses, notice and administration costs, claims administration costs and expenses, taxes and tax expenses, and service awards to the class representatives.

More information and the specific released claims are defined in the Settlement Agreements, available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

### **SETTLEMENT PAYMENTS**

#### **10. HOW MUCH WILL YOU RECEIVE FROM THE SETTLEMENTS?**

You can get a payment from the Settlement Funds if you submit a valid claim. You can choose between two options.

- **OPTION 1:** You can fill out and submit a Registration Form and choose the “Quick Pay” option. If you select this option and your claim is valid, you do not have to fill out a Claim Form or provide claims data. If you are eligible for all four Settlements and all four Settlements become effective, you will get a \$5,000 payment. By selecting this option, you agree to be bound by all four proposed Settlements.

OR

- **OPTION 2:** You can fill out and submit a Registration Form, Business Associate and Confidentiality Agreement, and Claim Form with the required supporting documents, information, and claims data. The amount of your total payment will depend on the number of claimants, the amount, types of costs, and where you paid to treat patients with opioid use disorder; the amount of charges that were not reimbursed; the units of morphine milligram equivalents shipped to your service area, pro-rated opioid use disorder rates per state, opioid overdose deaths in your service area, operational impact, the percentage of opioid related patients you had out of your total patients, and how actively you've participated (if at all) in litigation against an opioid manufacturer and/or settling Defendant. If you select this option, submit a valid claim, and agree to be bound by each Settlement you are eligible to receive funds from, you will get a payment no less than what you would receive under the “Quick Pay” option.

Also, one non-profit, qualifying Class Member may be awarded up to \$3,000,000 to maintain its formal abatement plan and opioid use disorder treatment program. A separate notice will be sent about how to apply for these funds.

Payments will be made based on a Plan of Allocation approved by the Court. Under the Plan of Allocation, if one or more Settlements does not become effective or if a Class Member is ineligible for one or more Settlements by reason of a prior release, then the \$5,000 “Quick Pay” amount will be reduced proportionally. The proportion of the reduction is determined by comparing the up-front cash contributed by the Settlement(s) at issue with the total up-front contributions of the four Settlements. The proposed Plan of Allocation is available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). The Court may approve or modify the proposed Plan of Allocation without additional notice.



## **11. HOW CAN YOU GET A PAYMENT FROM THE SETTLEMENT FUNDS?**

To make a claim for a payment from the Settlement Funds, you must fill out a Registration Form and submit it via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) no later than **[Month 00, 2024]**.

If you choose the “Quick Pay” option, you do not need to fill out a Claim Form or provide claims data.

If you do not choose the “Quick Pay” option, the Notice and Claims Administrator will send you a link to a secure file transfer protocol (“SFTP”) where you must fill out and submit a Business Associate and Confidentiality Agreement and Claim Form with any applicable supporting documents, information, and claims data no later than **[Month 00, 2024]**.

The Registration and Claim Forms include more detailed instructions. Forms are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

If you do not submit a timely claim with the required information and documents, you will not receive a payment from the Settlement Funds. Unless you timely excluded yourself from the Settlements, you will still be bound by the Settlements, the Judgments, and the releases contained in them.

## **12. IF YOU RECEIVED A PAYMENT IN PREVIOUS BANKRUPTCY CASES, DO YOU NEED TO PROVIDE CLAIMS DATA WITH YOUR CLAIM FORM?**

No.

If you want to make a claim for a payment from the Settlement Funds, you must complete a Registration Form. If you choose the “Quick Pay” option, you do not need to provide claims data with your claim. If you do not choose the “Quick Pay” option, you must fill out and submit a Registration Form, Business Associate and Confidentiality Agreement, and Claim Form.

If you previously filed a claim and received a payment from the Chapter 11 cases *Mallinckrodt plc*, No. 20-12522 in the U. S. Bankruptcy Court for the District of Delaware or *Endo*, No. 22-22549, in the U.S. Bankruptcy Court for the Southern District of New York, you do not need to provide your claims data or the related information again with your Claim Form.

## **13. WHEN WILL YOU GET A PAYMENT?**

Distributions will be made to qualifying Class Members after the Court has finally approved the Settlements, all claims have been processed, and any appeals are resolved.

## **14. WHAT HAPPENS IF THERE ARE FUNDS REMAINING AFTER DISTRIBUTION?**

If there are any Settlement Funds remaining after all claims are processed, the funds will be distributed based on the Plan of Allocation or to an organization approved by the Court. No remaining funds will be returned to the settling Defendants.

## **15. WHAT WILL YOU GIVE UP IN EXCHANGE FOR THE SETTLEMENTS?**

Unless you timely exclude yourself from the Settlements, you can’t sue or be part of any other lawsuit against the settling Defendants about the claims in this case. Class Members will be bound by all Court orders and decisions.

More information about the releases, or claims that you give up, may be found in the Settlement Agreements, available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**THE LAWYERS REPRESENTING THE CLASS****16. DO YOU HAVE A LAWYER IN THIS CASE?**

The Court appointed the following attorneys to represent you and the other Class Members as “Class Counsel”:

John W. Barrett Barrett Law Group, P.A. P.O. Box 927 404 Court Square North Lexington, MS 39095	Warren T. Burns Burns Charest LLP 900 Jackson Street Suite 500 Dallas, TX 75202
Robert A. Clifford Clifford Law Offices PC 120 North LaSalle Street 36th Floor Chicago, IL 60602	Steven B. Farmer Farmer, Cline & Campbell, PLLC 746 Myrtle Road Charleston, WV 25314
Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Avenue Suite 200 Washington, D.C. 20016	Steven A. Martino Taylor Martino Rowan 455 St. Louis Street Suite 2100 Mobile, AL 36602

You will not be charged for contacting these lawyers. If you want to be represented by another lawyer, you may hire one at your own expense.

**17. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will file a motion for an award of attorneys’ fees and expenses that will be considered at the Fairness Hearing. Class Counsel will ask to be reimbursed for litigation expenses and for attorneys’ fees of up to 1/3 of the Settlement Funds, plus interest earned on these amounts at the same rate as earned by the Settlement Funds.

If the Court grants the lawyers’ requests, these payments will be made from the Settlement Funds. You will not have to pay these lawyers out of your own pocket.

The attorneys’ fees and expenses requested will be the only payment to Class Counsel for their considerable time and effort in achieving these Settlements and their risk in undertaking this representation on a wholly contingent basis, including the expenses they advanced without any guarantee of repayment. The Court will decide the amount of fees, expenses, and/or service awards and may award less than the amount requested by Class Counsel.

Class Counsel’s motion for attorneys’ fees, costs and expenses, and the class representative service awards will be filed with the Court and made available on or before [Month 00, 2024], at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**18. HOW TO OBJECT TO THE SETTLEMENTS**

If you are a Class Member, you may tell the Court what, if anything, you do not like about one or more of the Settlements, the Plan of Allocation, and/or Class Counsel's requests for attorneys' fees and expenses and class representative service awards, by filing an objection.

For your objection to be considered, you must file your objection with the Clerk of the Court by [Month 00, 2024], at the U. S. District Court for the District of New Mexico, 333 Lomas Blvd. NW, Albuquerque, NM 87102. If your written objection is not filed by that date, you will lose the ability to object to these Settlements.

You must also mail a copy of your objection to Class Counsel and counsel for the settling Defendants, so it is received by [Month 00, 2024], at the addresses below:

<b>Class Counsel:</b>	
John W. Barrett Barrett Law Group, P.A. P.O. Box 927 404 Court Square North Lexington, MS 39095  Warren T. Burns Burns Charest LLP 900 Jackson Street Suite 500 Dallas, TX 75202  Robert A. Clifford Clifford Law Offices PC 120 North LaSalle Street 36th Floor Chicago, IL 60602	Steven B. Farmer Farmer, Cline & Campbell, PLLC 746 Myrtle Road Charleston, WV 25314  Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Avenue Suite 200 Washington, D.C. 20016  Steven A. Martino Taylor Martino Rowan 455 St. Louis Street Suite 2100 Mobile, AL 36602

<b>Distributor Defendants' Counsel</b>	<b>Janssen Defendants' Counsel</b>
<i>Cencora's Counsel:</i> Michael T. Reynolds Cravath, Swaine & Moore Two Manhattan West 375 Ninth Avenue New York, NY 10001  <i>Cardinal's Counsel</i> Elaine P. Golin Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York, NY 10019  <i>McKesson's Counsel:</i> Brian Hauck Jenner & Block LLP 525 Market Street, # 2900	Charles C. Lifland Daniel R. Suvor O'Melveny & Myers LLP 400 S. Hope Street Los Angeles, CA 90071

San Francisco, CA 94105	
<b>Teva Defendants' Counsel</b>	<b>Allergan Defendants' Counsel</b>
Evan Jacobs Morgan, Lewis & Bockius LLP 2222 Market Street Philadelphia, PA 19103	Rebecca Fitzpatrick, P.C. Kirkland & Ellis LLP 333 West Wolf Point Plaza Chicago, IL 60654

Your objection must consist of a signed letter stating the Settlements that you wish to object to in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903. Your written objection must include:

- The name, address, and telephone number of the objector;
- A statement that you are objecting to the proposed Settlement(s), Plan of Allocation, request for attorneys' fees and expenses, and/or request for service awards for the class representatives;
- A statement describing your objections;
- Your reasons for objecting, and any documents or supporting evidence you want to show the Court;
- A statement saying if your objection applies only to you, a part of the Class, or the entire Class;
- A list of all class actions in which you and your lawyer (if you have one) have previously objected;
- Documents showing you are a Class Member (for example, a document showing you are an Acute Care Hospital that treated patients with opioid use disorder);
- A statement of whether you (or your lawyer) intend to seek permission to appear and speak at the Fairness Hearing;
- The name of any lawyers who will seek to appear on your behalf at the Fairness Hearing;
- A statement saying you submit to the jurisdiction of the Court about your objection, request to be heard, the Settlements, and the Settlements' terms; and
- Your signature (you must personally sign the letter).

If your written objection is not filed or received by **[Month 00, 2024]** or does not include the required information, you will lose the ability to object to the proposed Settlement(s), Plan of Allocation, request for attorneys' fees and expenses, and request for service awards for the class representatives, unless otherwise ordered by the Court.

If you object, you will remain a Class Member, and if you want to request a payment from the Settlement Funds, you also must file a claim by the deadlines, as described above.

**19. HOW TO OPT OUT OF THE SETTLEMENTS**

If you do not want the benefits (or a payment) offered by the Settlements, do not want to be legally bound by the terms of the Settlement Agreements, and you want to keep your right to sue all or some of the settling Defendants about the claims in this case, you must exclude yourself. This is also called “opting out.”

If you want to exclude yourself from one or more Settlements, you must send a written statement with the title “Opt-Out Form.” Your request must include:

- Your name, address, telephone number, and email address (if available);
- Your National Provider Identifier (if available) and CMS Certification Number (if available);
- A list of your current and former names, including any and all names under which you do or have done business since January 1, 2009;
- A statement saying which Settlements you want to be excluded from in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903;
- Documents showing that you would be a Class Member if it did not opt out;
- A statement that you certify, under penalty of perjury, that in accordance with 28 U.S.C. § 1746, you are legally authorized to exclude yourself from the Settlement(s); and
- Your signature.

You must mail your Opt-Out Form so it is received no later than **[Month 00, 2024]**, at the following address:

Notice and Claims Administrator:
Acute Care Hospital Settlement EXCLUSIONS P.O. Box 173001 Milwaukee, WI 53217

You must also email your Opt-Out Form so it is received by Class Counsel and the settling Defendants no later than **[Month 00, 2024]**, at the following email addresses: OptOuts@acutecarehospitalsettlement.com

**20. IF YOU EXCLUDE YOURSELF, CAN YOU STILL GET A PAYMENT?**

No. You cannot make a claim or get a payment in any Settlements from which you timely excluded yourself.

**21. IF YOU DON'T EXCLUDE YOURSELF, CAN YOU SUE THE SETTling DEFENDANTS FOR THE SAME THING LATER?**

No. If the Court approves the proposed Settlements, and you do not exclude yourself, you give up (or “release”) all the claims related in any way to the conduct at issue in this lawsuit as against the settling Defendants and all Released Entities as defined in the Settlement Agreements.

**22. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?**

Objecting is simply telling the Court that you do not like something about the Settlements. You can object only if you do not exclude yourself from the Settlements. Excluding yourself is telling the Court that you do not want to be part of the Settlements. If you exclude yourself, you have no basis to object because the Settlements no longer affect you.

If you are a Class Member and you do nothing, you will remain in the Settlements and be bound by all orders in this lawsuit. You will also give up your rights to seek a payment from these Settlement Funds, object to the Settlements, speak at the hearing about the Settlements, or be part of another lawsuit against the settling

Defendants for any and all claims released by the Settlement Agreements. If there are future settlements or judgments, you will be sent a notice with instructions on how to receive a benefit at that time.

### **FAIRNESS HEARING**

#### **23. WHEN IS THE FAIRNESS HEARING?**

The Court will hold a Fairness Hearing on [Month 00, 2024], at [X:00] a.m. Mountain Time, before the Honorable Kea Riggs, at the U. S. District Court for the District of New Mexico, Pete V. Domenici Courthouse, 333 Lomas Blvd. NW, Albuquerque, NM, 87102, Courtroom [•].

At this hearing, the Court will consider whether the Settlements and Plan of Allocation are fair, reasonable, and adequate, if the Settlements should be finally approved; if the Judgments provided under the Settlement Agreements should be entered, and other matters. The Court may also decide whether to award attorneys' fees and expenses and service awards to the class representatives. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlements and the Plan of Allocation. We do not know how long these decisions will take.

The hearing may be moved to a different location or time without additional notice. For updated information about the hearing, you may check [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), contact Class Counsel, or access the court docket for this case as described in the "Getting More Information?" section on Page 12.

#### **24. DO YOU HAVE TO ATTEND THE FAIRNESS HEARING?**

No, you do not have to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have.

If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it meets the requirements in this notice, the Court will consider it.

But if you want to attend, you are welcome to do so at your own expense. You may also hire another lawyer to attend for you, but you will be responsible for paying that lawyer.

#### **25. MAY YOU SPEAK AT THE HEARING?**

If you object, you may ask the Court for permission to speak at the hearing. Your objection must include a request to speak, be timely submitted, and meet the other requirements in this notice, including those listed in the "Option 2 - Object to the Settlement" section on Pages 9-10.

Ultimately, the Court will decide who will be allowed to speak at the hearing.

### **GETTING MORE INFORMATION**

#### **26. HOW DO YOU GET MORE INFORMATION?**

This notice summarizes the Settlements. The precise terms and conditions of the Settlements are detailed in the Settlement Agreements. If there are any inconsistencies between this notice and the terms of the Settlement Agreements, the Settlement Agreement terms control. Q

The records in this Action may be examined and copied during regular office hours, and subject to customary copying fees, at the Clerk of the United States District Court for the District of New Mexico. For a fee, all papers filed in this Action are available at [www.pacer.gov](http://www.pacer.gov).

In addition, the Settlement Agreements, this notice, the Registration and Claim Forms, Court orders, and the Plan of Allocation are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). You may contact the Notice and Claims Administrator at 1-800-000-0000 if you have any questions about the Action or the Settlements.

***Please do not write or call the Court, the Court Clerk's office, or the settling Defendants with questions about the Settlements or the claims process.***

**EXHIBIT I**



**If you are an Acute Care Hospital that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions, you may receive a payment from \$651 million in class action settlements.**

Records show that you may qualify for a payment from four proposed settlements (“Settlements”) in a class action lawsuit. The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, acute care hospitals must now spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. The Settlements total \$651 million and would resolve claims with four Defendant groups. Defendants deny any wrongdoing.

**Who is included?**

Generally, you are included if you are an Acute Care Hospital in the United States that (a) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through [Month 00, 2024], and (b) are not owned or operated by a federal, state, county, parish, city, or other municipal government.

**What do the Settlements provide?**

The Settlements will provide \$651 million to pay money to Qualifying Class Members, Attorney’s Fees and Expenses, Notice and Administrative Costs, claims administration costs and expenses, Taxes and Tax Expenses, and Service Awards to the Class Representatives. Also, Qualifying Class Members may register and receive, free of charge, Naloxone Hydrochloride nasal spray kits.

**How can I get a payment?**

To make a claim for a payment from the Settlement Funds, you must submit a Registration Form and may submit a Claim Form. The deadline to submit these forms is [Month 00, 2024]. These forms and the Plan of Allocation are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**How much will my payment be?**

The amount of your payment will be based on the proposed Plan of Allocation and the option you select.

- If you select the “Quick Pay” option: You do not have to fill out a Claim Form or provide claims data, and, after an eligibility determination, you will get a \$5,000 payment under all four Settlements. If you are not eligible to receive funds under one or more of the Settlements, this amount will be reduced.
- If you do not select the “Quick Pay” option: You must submit a Business Associate and Confidentiality Agreement, a Claim Form and supporting claims data. You will receive an Allocated Amount for damages based on a formula detailed in the Plan of Allocation. This Allocated Amount will be, at minimum, as much as the Quick Pay amount for which you would be eligible.

Payment amounts may be reduced if one or more proposed Settlements are not approved or if you do not participate in all four Settlements.

**What are my rights?**



Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue the settling Defendants yourself, you must exclude yourself by **[Month 00, 2024]**. If do not exclude yourself, you may object to one or more of the Settlements, the Plan of Allocation, and/or requests for Attorney's Fees and Expenses and Class Representative Service Awards by **[Month 00, 2024]**. Detailed instructions about how to act on your rights are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

The Court will hold a hearing on **[Month 00, 2024]** to consider if it will approve the Settlements, Plan of Allocation, and a request for reimbursement of litigation expenses and for attorneys' fees of up to 1/3 of the Settlement Funds, plus interest earned on these amounts at the same rate as earned by the Settlement Funds. You or your own lawyer may appear and speak at the hearing at your own expense.

**1-800-000-0000**

**[www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com)**

**EXHIBIT J**

**Exhibit J**  
**Teva's Subsidiaries, Affiliates, and Joint Ventures**

The following includes a list of Teva's current indirect parents, subsidiaries, affiliates, and joint ventures. Teva made reasonable efforts to identify all current indirect parents, subsidiaries, affiliates, and joint ventures and believes this list is complete.

- |                                       |  |
|---------------------------------------|--|
| 1. 10009474 Canada Inc.               | 36. Asaph II B.V.                          |
| 2. 1453350 Ontario Inc.               | 37. Assia Chemical Industries Ltd.         |
| 3. 9985247 Canada Inc.                | 38. Auspex Pharmaceuticals, Inc.           |
| 4. Abic Investment (1959) Ltd.        | 39. Balkanpharma Dupnitsa AD               |
| 5. Abic Ltd.                          | 40. Barr International Services, Inc.      |
| 6. AbZ-Pharma GmbH                    | 41. Barr Laboratories, Inc.                |
| 7. Actavis d.o.o. Belgrade            | 42. Barr Pharmaceuticals, LLC              |
| 8. Actavis Dutch Holding B.V.         | 43. Cephalon (UK) Limited                  |
| 9. Actavis Elizabeth LLC              | 44. Cephalon Australia (VIC) Pty Ltd       |
| 10. Actavis Finance LLC               | 45. Cephalon Clinical Partners, LP         |
| 11. Actavis Group PTC ehf.            | 46. Cephalon Development Corporation       |
| 12. Actavis Holdco US, Inc.           | 47. Cephalon LLC                           |
| 13. Actavis Kadian LLC                | 48. CIMA Labs Inc.                         |
| 14. Actavis Laboratories FL, Inc.     | 49. Circa Pharmaceuticals West, Inc.       |
| 15. Actavis Laboratories UT, Inc.     | 50. Cobalt Laboratories LLC                |
| 16. Actavis Limited                   | 51. Copper Acquisition Corp.               |
| 17. Actavis LLC                       | 52. Coventry Acquisition, LLC              |
| 18. Actavis Mid Atlantic LLC          | 53. Cupric Holding Co. LLC                 |
| 19. Actavis Pharma S. de R.L. de C.V. | 54. Cybear, LLC                            |
| 20. Actavis Pharma, Inc.              | 55. Doral Manufacturing, Inc.              |
| 21. Actavis Pharmaceuticals NJ, Inc.  | 56. East End Insurance, Ltd                |
| 22. Actavis Puerto Rico Holdings Inc. | 57. FEI Products, LLC                      |
| 23. Actavis South Atlantic LLC        | 58. Gecko Health Innovations, Inc.         |
| 24. Actavis Totowa LLC                | 59. GeminX Pharmaceuticals Canada, Inc     |
| 25. Actavis Ukraine LLC               | 60. Genchem Pharma LLC                     |
| 26. Actavis US Holding LLC            | 61. Goldline Laboratories, Inc.            |
| 27. Anda Holdco Corp.                 | 62. Inmobiliaria Lemery, S.A. de C.V.      |
| 28. Anda Marketing, Inc.              | 63. INSPIRE INCUBATOR, LIMITED PARTNERSHIP |
| 29. Anda Pharmaceuticals, Inc.        | 64. IVAX (Bermuda) Ltd.                    |
| 30. Anda Puerto Rico Inc.             | 65. IVAX Argentina S.A.                    |
| 31. Anda Veterinary Supply, Inc.      | 66. IVAX Far East, Inc.                    |
| 32. Anda, Inc.                        | 67. IVAX Holdings C.I.                     |
| 33. Andrx LLC                         | 68. IVAX International B.V.                |
| 34. Anesta LLC                        | 69. IVAX Laboratories Puerto Rico, Inc.    |
| 35. Arana Therapeutics, Inc.          |  |

70. IVAX LLC
71. IVAX Pharmaceuticals B.V.
72. IVAX Pharmaceuticals Caribe, Inc.
73. IVAX Pharmaceuticals Mexico, S.A. de C.V.
74. IVAX Pharmaceuticals NV, LLC
75. IVAX Pharmaceuticals, LLC
76. IVAX Specialty Chemicals Sub, LLC
77. IVAX UK Limited
78. Kilburn B.V.
79. Laboratorio Chile, S.A.
80. Laboratorios Davur S.L.U.
81. Labrys Biologics, Inc.
82. Lemery S.A. de C.V.
83. Limited Liability Company "Teva Ukraine"
84. Maancirkel Holding B.V.
85. Marsam Pharmaceuticals LLC
86. Med All Enterprise Consulting (Shanghai) Co., Limited
87. Mepha Investigaçao, Desenvolvimento e Fabricaçaõ Farmacêutica, Lda.
88. Mepha Pharma AG
89. Mepha Schweiz AG
90. Merckle GmbH
91. MicroDose Therapeutx, Inc.
92. MORIAH BIOTECHNOLOGY LTD
93. Norton (Waterford) Limited
94. Norton Healthcare (1998) Limited
95. Norton Healthcare Limited
96. Novopharm Holdings, Inc.
97. NT Pharma Canada Ltd.
98. Nupathe Inc.
99. Nuvelution TS Pharma, Inc.
100. Odyssey Pharmaceuticals, Inc.
101. Oncotest Teva Ltd
102. Orvet UK
103. Patient Services and Solutions, Inc.
104. Pharma de Espana, Inc.
105. Pharmachemie (Proprietary) Limited
106. Pharmachemie B.V.
107. PharmaPlantex Limited
108. Pharmatrade S.A.
109. PharmNovo LLC
110. Plantex Ltd.
111. PLIVA d.o.o. SARAJEVO
112. PLIVA HRVATSKA d.o.o.
113. PLIVA Ljubljana d.o.o.
114. Pliva Real Estate GmbH
115. PLIVA SKOPJE d.o.o.
116. PLIVA, Inc.
117. Plus Chemicals, branch of Teva Pharmaceuticals International GmbH
118. PT Actavis Indonesia
119. Rakepoll Holding B.V.
120. ratiopharm - Comercio e Industria de Produtos Farmaceuticos, Lda.
121. ratiopharm Arzneimittel Vertriebs-GmbH
122. ratiopharm España S.A.
123. ratiopharm GmbH
124. ratiopharm Immobilienverwaltung GmbH & Co. KG
125. ratiopharm Kazakhstan LLP
126. Representaciones E Investigaciones Medicas S.A. - also called RIMSA
127. Rise Healthcare Ltd
128. Royce Research and Development Limited Partner I
129. Salomon, Levin & Elstein Ltd.
130. Sicor de México S.A. de C.V.
131. Sicor Inc.
132. Sicor Società Italiana Corticosteroidi S.r.l.
133. Sindan-Pharma Srl
134. TAGCO Incorporated
135. TAPI Puerto Rico, Inc.
136. Teva API B.V.
137. Teva API Inc.
138. TEVA API INDIA Private Limited
139. Teva API Japan LTD.
140. Teva API Services Mexico, S.de R.L. de C.V.
141. Teva B.V.
142. Teva Biopharmaceuticals USA, Inc.
143. Teva Biotech GmbH

144. Teva Branded Pharmaceutical Products R&D, Inc.
145. Teva Canada Innovation G.P. - S.E.N.C.
146. TEVA CANADA LIMITED / TEVA CANADA LIMITEE
147. Teva Capital Services Switzerland, branch of Teva Pharmaceuticals International GmbH
148. Teva Czech Industries s.r.o.
149. Teva Denmark A/S
150. Teva Digital Health, Inc.
151. Teva Farmaceutica Ltda
152. Teva Finance Holding B.V.
153. Teva Finance Services II B.V.
154. Teva Finance Services LLC
155. Teva Finland Oy
156. Teva Global Products Limited Partnership
157. Teva GmbH
158. Teva Health GmbH
159. Teva Healthcare India Private Limited
160. Teva Holdco US, Inc.
161. Teva Holdings GK
162. Teva Holdings Ltd.
163. Teva İlaçları Sanayi ve Ticaret Anonim Şirketi
164. Teva India Private Limited
165. TEVA INVERSIONES Y EXPORTACIONES SpA
166. Teva Investments (Pty) Ltd.
167. Teva Israel Ltd
168. Teva İstanbul İlaç San. Ve Tic. Ltd. Şti
169. Teva Italia S.r.l.
170. Teva Laboratoires
171. Teva Limited Liability Company
172. Teva Logistics Services B.V.
173. Teva Medical (Marketing) Ltd.
174. Teva Medical Ltd.
175. Teva Nechasim Ltd.
176. Teva Nederland B.V.
177. Teva Neuroscience, Inc.
178. Teva Norway AS (f.k.a. ratiopharm Norway AS)
179. TEVA OPERATIONS POLAND SPÓŁKA z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
180. Teva Parenteral Medicines, Inc.
181. TEVA PERU S.A.
182. Teva Pharma - Produtos Farmacêuticos Lda
183. Teva Pharma (MS) Pty Ltd
184. Teva Pharma (New Zealand) Limited
185. Teva Pharma AG
186. Teva Pharma Australia Pty Ltd
187. Teva Pharma B.V.
188. Teva Pharma Belgium N.V.
189. Teva Pharma EAD
190. Teva Pharma Holdings Limited
191. Teva Pharma Iceland
192. Teva Pharma S.L.U.
193. TEVA PHARMA UK LIMITED
194. Teva Pharmaceutical and Chemical Industries India Private Limited
195. Teva Pharmaceutical Finance Company B.V.
196. Teva Pharmaceutical Finance Company LLC
197. Teva Pharmaceutical Finance IV B.V.
198. Teva Pharmaceutical Finance IV, LLC
199. Teva Pharmaceutical Finance Netherlands II B.V.
200. Teva Pharmaceutical Finance Netherlands III B.V.
201. Teva Pharmaceutical Finance Netherlands IV B.V.
202. Teva Pharmaceutical Finance V B.V.
203. Teva Pharmaceutical Finance V, LLC
204. Teva Pharmaceutical Finance VI, LLC
205. Teva Pharmaceutical Industries Ltd.
206. Teva Pharmaceutical Information Consulting (Shanghai) Co., Ltd.
207. Teva Pharmaceutical Investments Singapore Pte. Ltd
208. Teva Pharmaceutical R&D LP
209. TEVA Pharmaceutical Works Private Limited Company
210. Teva Pharmaceuticals Australia Pty Ltd
211. Teva Pharmaceuticals Colombia S.A.
212. Teva Pharmaceuticals CR, s.r.o.

213. Teva Pharmaceuticals Curacao N.V.  
214. Teva Pharmaceuticals Europe B.V.  
215. Teva Pharmaceuticals Finance  
Netherlands B.V.  
216. Teva Pharmaceuticals International GmbH  
217. TEVA Pharmaceuticals Mexico S.A. de C.V.  
218. Teva Pharmaceuticals Panama, S.A  
219. Teva Pharmaceuticals Polska spółka z  
ograniczoną odpowiedzialnością  
220. Teva Pharmaceuticals S.R.L.  
221. TEVA Pharmaceuticals Slovakia s.r.o.  
222. Teva Pharmaceuticals USA, Inc.  
223. Teva Pharmaceuticals, Inc.  
224. Teva Puerto Rico LLC  
225. Teva Respiratory, LLC  
226. Teva Sales and Marketing, Inc.  
227. Teva Santé SAS  
228. Teva Sweden AB  
229. Teva Takeda Pharma Ltd.  
230. Teva Takeda Yakuhin Ltd.  
231. Teva UK Holdings Limited  
232. Teva UK Limited  
233. TEVA Uruguay S.A.  
234. Teva Women's Health, LLC  
235. Tevamiri Limited  
236. TEVAPHARM INDIA PRIVATE LTD.  
237. TEVCO Incorporated  
238. TPI U.S. Holdings, Inc.  
239. Transpharm Logistik GmbH  
240. UAB Teva Baltics  
241. Valmed Pharmaceutical, Inc.  
242. Watson Laboratories, Inc.  
243. Watson Laboratories, Inc.  
244. Watson Laboratories, LLC  
245. Watson Management Corporation

**EXHIBIT K**

## **Plan for Acceptance and Delivery of Settlement Product**

### **Orders to TEVA USA**

As further set forth in this Exhibit, each Class Member shall have the right to place a yearly order for Settlement Product not to exceed the amount of Settlement Product allocated to the Class Member consistent with Section IV.D of the Settlement Agreement, this Exhibit, and the Plan of Allocation (the “Settlement Product Allocation”) for the applicable Supply Year (as defined below) (each, a “Purchase Order”).

Prior to issuing its first Purchase Order, each Class Member shall establish an account with Teva USA’s affiliate, Anda, Inc., by contacting Patrick Cochrane, [patrick.cochrane@andanet.com](mailto:patrick.cochrane@andanet.com) and Anthony Mihelich, [anthony.mihelich@andanet.com](mailto:anthony.mihelich@andanet.com). During the first Supply Year, not less than ninety days (90) days prior to its desired first delivery date, each Class Member may issue its Purchase Order for the first Supply Year. Thereafter, Class Members may place periodic Purchase Orders not to exceed one Purchase Order per Supply Year, to Teva USA for fulfillment of Settlement Product over a period of seven (7) years (each, a “Supply Year”) from the Effective Date (the “Supply Term”), subject to Teva’s good faith efforts to meet the logistical requirements necessary to commence manufacturing of the needed increase in kits of Settlement Product. During the Supply Term, the maximum value of Purchase Orders placed by all Class Members shall not exceed \$49,000,000 at the agreed WAC value of \$125 per kit of Settlement Product.

The total volume of Settlement Product requested for all Class Members shall not exceed the following quantity during any Supply Year:

- 56,000 kits (2 devices per kit).

Each Class Member’s Settlement Product Allocation shall be determined by the Special Master consistent with Section IV.D of the Settlement Agreement, this Exhibit, and the Plan of Allocation. The Special Master shall provide written confirmation to each Class Member that sets forth the Class Member’s Settlement Product Allocation.

Each Purchase Order from a Class Member shall be in writing and directed to Teva USA’s affiliate Anda, Inc., 2915 Weston Road, Weston, FL 33331, Attention: Patrick Cochrane, [patrick.cochrane@andanet.com](mailto:patrick.cochrane@andanet.com) and Anthony Mihelich, [anthony.mihelich@andanet.com](mailto:anthony.mihelich@andanet.com). If a Class Member has any questions regarding the Settlement Product, the Class Member will contact Anda Customer and Sales Support, Attention: Elizabeth Shefferman at [elizabeth.shefferman@andanet.com](mailto:elizabeth.shefferman@andanet.com) or (954) 217-4500 x76806 (“Anda Customer and Sales Support”). Each Class Member shall designate, in each Purchase Order, one delivery location that will receive the Settlement Product on behalf of the Class Member (“Delivery Location”).

Each Purchase Order must identify the quantity of the Settlement Product requested, the total quantity of Settlement Product delivered by Teva USA to the Class Member as of the date of the Purchase Order, and the remaining Settlement Product available to the Class Member for the remainder of the Supply Term. The Class Member must also submit written confirmation of the Class Member’s Settlement Product Allocation with each Purchase Order. If a Class Member submits any Purchase Order that if fulfilled would cause the total value of all Settlement Product



delivered to a Class Member to exceed the Class Member's allocation, Teva has the right, in its sole discretion, to (i) reject the Purchase Order in its entirety, or (ii) reduce the quantity of Settlement Product to the Class Member to an amount that does not exceed the total allocation for that Class Member.

### **Fulfillment of Purchase Orders by TEVA USA**

A Purchase Order submitted to Teva USA on behalf of a Class Member pursuant to this Plan for Acceptance and Delivery of Settlement Product shall in all respects be processed and filled by Teva USA as though such a Purchase Order had been submitted by Teva USA's regular paying customers except to the extent inconsistent with the terms of the Settlement Agreement or this Plan for Acceptance and Delivery of Settlement Product.

The delivery date of Settlement Product for a Class Member's first Purchase Order shall be no earlier than ninety days (90) days after that Class Member submits its first Purchase Order. For each of a Class Member's Purchase Orders, Teva USA will use its good faith efforts to ship the order directly to the Delivery Location within ninety (90) days of Teva USA's receipt of the Purchase Order, at no cost to the Class Member.

Teva USA shall respond to each Class Member's Purchase Order within seven (7) calendar days confirming the Purchase Order. For each Purchase Order received, Teva USA shall provide the Class Member with estimated delivery dates for receipt of the Settlement Product. Teva USA will use good faith efforts to deliver Settlement Product with at least thirteen (13) months remaining shelf life.

For purposes of this Plan for Acceptance and Delivery of Settlement Product, the term "Force Majeure Event" means any event reasonably beyond the control of Teva, including wars, hostilities, revolution, riots, civil commotion, national emergency, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, terrorist act, embargo, or any act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court or governmental authority. In the event of a Force Majeure Event or other inability to supply any order made by a Class Member for Settlement Product, Teva USA shall promptly provide written notice to Class Counsel. Teva USA and Class Counsel shall meet and confer within seven (7) days of such written notice to establish a commercially reasonable plan to resolve any inability to supply as quickly as reasonably possible.

### **Delivery to Class Members' Designated Facilities**

Delivery of the Settlement Product shall occur no more than five (5) business days after the shipment date. Should delivery within this deadline not occur, Teva USA agrees to notify in writing the Class Member whose Purchase Order has been shipped and to work in good faith to resolve shipping or delivery issues that may arise.

Shipping shall occur in the same manner that Teva USA regularly ships this Settlement Product and any damages to the Settlement Product or other shipping damages or liability arising prior to receipt of the Settlement Product by a Class Member shall be fully the responsibility of Teva USA.

Should damage to Settlement Product occur during shipping, Teva USA agrees to re-ship the amount damaged promptly and at no cost to the Class Member.

Each Class Member shall ensure that the Delivery Location(s) (i) have appropriate storage accommodations and (ii) comply with all applicable state and federal laws surrounding receipt of the Settlement Product. Each Class Member reserves the right to designate a different Delivery Location during the pendency of this Settlement Agreement at its discretion. Should a Class Member determine that an alternate Delivery Location will receive the Settlement Product during the pendency of this Agreement, the Class Member shall notify Teva USA and its affiliate Anda, Inc. in writing through the Purchase Order.

Each Class Member shall inspect the Settlement Product within ten (10) business days upon arrival at the Delivery Location. If a Class Member identifies damages to the Settlement Product during the inspection, the Class Member will notify Anda Customer and Sales Support and Teva USA agrees to work in good faith to replace the damaged Settlement Product promptly. If a Class Member identifies a shortage in the shipment of Settlement Product during the inspection, the Class Member will notify Anda Customer and Sales Support and Teva USA agrees to work in good faith to ship the missing Settlement Product promptly. The Class Member will ship any damaged Settlement Product in accordance with Anda Customer and Sales Support's instructions. The Class Member will destroy and dispose of expired or otherwise unusable Settlement Product in accordance with all applicable laws, rules, and regulations.

Delivery of the Settlement Product is complete when Teva USA delivers all kits of a particular Purchase Order to the Delivery Location and when both parties or their designees sign an invoice confirming the amount of kits of Settlement Product received by the Class Member.

#### **Distribution by the Class Member**

Each Class Member may distribute the Settlement Product in its sole discretion. The time, place, and manner of distribution of the Settlement Product by the Class Member will be determined solely by the Class Member. The Class Member will comply with any state or federal laws regarding the distribution of the Settlement Product.

# **EXHIBIT 4**

**ALLERGAN DEFENDANTS' CLASS ACTION SETTLEMENT AGREEMENT**  
**WITH ACUTE CARE HOSPITALS**

## TABLE OF CONTENTS

I.	Definitions .....	1
II.	Representations and Warranties .....	9
III.	Class Definition .....	10
IV.	Settlement Funds .....	11
V.	Approval and Notice.....	16
VI.	Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination .....	22
VII.	Notice and Claims Administrator and Special Master .....	23
VIII.	Class Counsel’s Attorneys’ Fees and Expenses .....	26
IX.	Releases and Dismissal.....	27
X.	Judgment and Set-Off Related to Teva.....	31
XI.	Miscellaneous Provisions .....	32

This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of October 1, 2024, by and between defendants Allergan Finance, LLC (f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; and Allergan USA, Inc. (collectively, the “Allergan Defendants”) and Class Counsel for Class Representatives, both individually and on behalf of the Class in the above-captioned action. The Class Representatives, the Class, and the Allergan Defendants are collectively referred to for purposes of this Agreement as the “*Settling Parties*,” and each, individually, a “*Settling Party*.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

## **I. Definitions**

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

**A.** “*Action*” means *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.).

**B.** “*Acute Care Hospital*” means an entity that, at any time on or after January 1, 2009: (a) provides medical care and other related services for surgery, acute medical conditions, or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appears (or has appeared at least once on or after January 1, 2009) as either active or inactive under its current or former name, including any hospital that has changed its name through merger, acquisition, or any other change to its corporate form, in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital, or (ii) includes an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”), 42 U.S.C. §1395dd *et seq.*

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

**D.** “*Allergan Defendants’ Counsel*” means Kirkland & Ellis LLP, or any other law firm so designated in writing by the Allergan Defendants.

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

**F.** “*Attorneys’ Fees and Expenses*” means (a) payment to Class Counsel of attorneys’ fees and litigation expenses and charges (including expert and consulting fees) in an amount to be determined by the Court; and (b) payment of Service Awards to Class

Representatives, in an amount to be determined by the Court. Attorneys' Fees and Expenses shall be paid from the Settlement Funds.

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

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

**I.** “*Claim Form*” means the document or online form, in the form attached as Exhibit E to this Agreement, that Class Members are required to submit if they elect to receive an Allocated Amount in their Registration Form.

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

**K.** “*Class Counsel*” or “*Settlement Class Counsel*” means, collectively, John W. (“Don”) Barrett of Barrett Law Group, P.A.; Warren T. Burns of Burns Charest LLP; Robert A. Clifford of Clifford Law Offices, P.C.; Steven B. Farmer of Farmer Cline & Campbell, PLLC; Charles J. LaDuca of Cuneo, Gilbert, & LaDuca, LLP; and Steven A. Martino of Taylor Martino, P.C. Mr. Barrett is designated as Lead Counsel.

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

**M.** “*Class Representatives*” or “*Settlement Class Representatives*” means the plaintiffs bringing the Action and the following Other Actions: *Florida Health Sciences Center, Inc., et al. v. Richard Sackler, et al.*, Case No. 19-018882 (Cir. Ct. Broward Cnty., Fla.); *The DCH Health Care Authority, et al. v. Purdue Pharma, L.P., et al.*, Case No. CV-19-07 (Cir. Ct. Conecuh Cnty., Ala.); *Fort Payne Hospital Corporation, et al. v. McKesson Corporation, et al.*, Case No. 21-cv-2021-900016.00 (Cir. Ct. Conecuh Cnty., Ala.); and *Lester E. Cox Medical*

*Centers d/b/a Cox Medical Centers, et al. v. Amneal Pharms., LLC, et al.*, No. 6:22-cv-3192 (W.D. Mo.).

N. “*Court*” means the United States District Court for the District of New Mexico.

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

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

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



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

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

**T.** “*Escrow Agent*” means the agent to be selected as set forth in Section IV.D.1.

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

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

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

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

**Y.** “*Net Settlement Funds*” means the Settlement Funds, less the payments set forth in Section VII.B.1.

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

**AA.** “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity. For avoidance of doubt, a Non-Party Settlement does not include a class settlement under Rule 23 of the Federal Rules of Civil Procedure.

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

**CC.** “*Notice*” means the Court-approved form of the notice, substantially similar to the form attached as Exhibit H to this Agreement, advising Class Members of their rights with respect to this Agreement in accordance with Section V.D.

**DD.** “*Notice and Administrative Costs*” means the reasonable sum of money, of up to \$5 million, to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, as approved by the Court.

**EE.** “*Notice and Claims Administrators*” means the notice and claims administrators to be selected by Class Counsel, with the consent of the Allergan Defendants, and approved by the Court.

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

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

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

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

**JJ.** “*Other Action(s)*” means a lawsuit brought on behalf of any Acute Care Hospital or any entity listed in Exhibit A against Released Entities and asserting claims that are Released Claims under this Agreement, including but not limited to those actions listed in Exhibit B.

**KK.** “*Plaintiffs*” means the Class Members named as plaintiffs in the Action and the Other Actions.

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

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

**NN.** “*Product*” means (a) any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance; (b) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, gabapentin, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam; (c) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates; (d) any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone,

meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance; (e) any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in (d); or (f) (i) Anexsia, Bancap HC, Combunox, Dilaudid, Dilaudid HP, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, Vicodin ES, Vicodin HP, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; and (ii) aspirin + butalbital + caffeine + codeine phosphate, fentanyl citrate injection, fentanyl citrate tablet, fentanyl transdermal, homatropine methylbromide + hydrocodone bitartrate, hydrocodone + acetaminophen, hydrocodone + ibuprofen, hydromorphone tablet, meperidine hydrochloride injection, meperidine hydrochloride tablet, morphine sulfate capsule, morphine sulfate injection, morphine sulfate tablet, oxycodone, oxycodone + acetaminophen, oxycodone + aspirin, oxycodone + hydrochloride, oxycodone + ibuprofen, oxymorphone tablet, tramadol hydrochloride, and any type, version, strength, or dosage of the foregoing. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates..

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

**PP.** “*Registration Form*” means the document or online form, in the form attached as Exhibit D to this Agreement, that Class Members are required to submit to register to receive an Allocated Amount under this Agreement.

**QQ.** “*Released Claims*” means any and all Claims, including Unknown Claims, against the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the settlement. Without limiting the foregoing, Released Claims include any claims that have been, are, or could be asserted against the Released Entities by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, whether or not such Releasor has brought such action or proceeding. Released Claims also include all claims against Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

**RR.** “*Released Entities*” means the Allergan Defendants and (a) all of the Allergan Defendants’ past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, agents (all of the foregoing solely in their capacity as such with respect to the Released Claims), and insurers (solely in their role as insurers, if any, with respect to the Released Claims), including, but not limited to, (i) AbbVie and (ii) the Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva Ltd., Teva

USA, and their subsidiaries and affiliates) but solely as to the branded opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those branded opioid drugs that are Products before August 2, 2016; (b) the respective past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, partners, manufacturers, contractors, agents, and insurers (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (a), including Abbott Laboratories and Abbott Laboratories Inc.; (c) the respective past and present employees, officers, directors, members, shareholders, partners, trustees, contractors, consultants, and agents (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (a) and (b); and (d) any person or entity to the extent, and only to the extent, that such person or entity may have a Claim based on such person or entity having a business relationship with the Allergan Defendants and/or any of the Affiliated Companies, including, but not limited to, for contractual indemnity, equitable or implied indemnity, contribution, comparative fault, reimbursement, or apportionment (including, but not limited to, Halo Pharmaceuticals, Inc., Shionogi Inc., Mikart, LLC, PDI, Inc., TMS Health, LLC, National Health Information Network, Inc., Ventiv Commercial Services, LLC, inVentiv Commercial Services, LLC, UPS Supply Chain Solutions, Inc., and King Pharmaceuticals, Inc., and their respective past and current parents, subsidiaries, and affiliates) against the Allergan Defendants and/or any of the Affiliated Companies relating to any Covered Conduct, Products, class of Products, and/or Released Claims arising from such business relationship. Notwithstanding the foregoing (and subject to certain provisions, including, but not limited to, the Claim-Over at ¶ \_\_\_\_ and the Set-Off at ¶¶ \_\_\_\_ below), Released Entities shall exclude the Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva Ltd., Teva USA, and their subsidiaries and affiliates, but not the Allergan Defendants and other Released Entities), but solely as to their generic opioid drugs that are Products and/or the operation of the Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Products for which Releasors have also sought to hold the Allergan Defendants (and/or other Released Entities) liable.

**SS.** “*Releasors*” means the Plaintiffs, any Class Representatives, the Class, and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, sister companies, affiliates (including all members of or entities associated with the Class member’s health system or health network), joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, vendors, independent contractors, stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing). The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

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

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

**VV.** “*Settlement Amount*” means the agreed upon total payment of twenty-five million U.S. Dollars (\$25,000,000.00), inclusive of any and all expenses, fees, costs, and, if any, any common benefit assessment ordered by a court pursuant to the Ongoing Common Benefit Order in MDL Case No. 1:17-md-2804,<sup>1</sup> which sums represent compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for the operational losses for Class Members resulting from providing treatment to individuals with substance use disorder, opioid use disorder, or other opioid-related conditions.

**WW.** “*Settlement Funds*” means the Settlement Amount plus any interest that may accrue on the Settlement Amount from the date the Allergan Defendants pay the Settlement Amount or any portion thereof.

**XX.** “*Special Master*” means Judge Thomas Hogan (Ret.), and any successor, who shall be nominated by Class Counsel, with the consent of the Allergan Defendants, and appointed by the Court, or such other individual as the Court shall appoint, with the consent of the Settling Parties, to administer the Plan of Allocation, including determining the Allocated Amounts (in conjunction with the Notice and Claims Administrators) and resolving any disputes regarding the Allocated Amounts. The provisions of Sections VII.A.1–2, 4–7 apply to the Special Master.

**YY.** “*Summary Notice*” means the form of summary notice attached as Exhibit I to be distributed as set forth in Section V.D.

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

**AAA.** “*Walk-Away Right*” means the Allergan Defendants’ right to terminate the Agreement as set forth in Section VI.C.

---

<sup>1</sup> The Parties acknowledge that the extent of any Class Member’s obligation to make any common benefit assessment may be subject to court challenge. For the avoidance of doubt, the Settlement Amount is limited to \$25,000,000 and under no circumstances will Allergan Defendants be responsible for any additional expenses, costs, or fees related to the Settlement. Allergan shall not be responsible for making payments for any attorneys’ fees and costs, beyond amounts specified in this Agreement, including but not limited to any attorneys’ fees and costs due as a consequence of this Agreement into any common benefit fund. Thus in the event any court orders payment into a common benefit fund, the money will be paid out of the Settlement Amount by Class Counsel, and Allergan shall not be responsible for making any payment beyond the Settlement Amount.

## **II. Representations and Warranties**

**A. Class Representatives' Representations and Warranties.** Class Representatives represent and warrant to Allergan Defendants as follows:

1. Each of the Class Representatives is a Class Member.
2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan or lien.
4. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by any of the Allergan Defendants, their agents, or their representatives, except those expressly stated in this Agreement.
5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.
6. Each of the Class Representatives has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with Class Counsel or other attorneys.
7. Each of the Class Representatives has all necessary competence and authority to enter into this Agreement on its own behalf and on behalf of the Class, has authorized the execution and performance of this Agreement, has authorized Class Counsel to sign this Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other entities that are Releasers by virtue of their relationship or association with it.
8. None of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement. None of the Class Representatives will solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement.

**B. Class Counsel's Representations and Warranties.** Class Counsel represents and warrants to the Allergan Defendants as follows:

1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.



2. Because Class Counsel believes that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or seek any relief inconsistent with this Settlement.

3. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.

4. Each of the Class Representatives has approved and agreed to be bound by this Agreement.

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

**C. Allergan Defendants' Representations and Warranties.** The Allergan Defendants represent and warrant to Class Representatives as follows:

1. Each of the Allergan Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.

2. None of the Allergan Defendants is relying on any statement, representation, omission, inducement, or promise by Class Representatives, Class Members, or Class Counsel, except those expressly stated in this Agreement.

3. Each of the Allergan Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.

4. Each of the Allergan Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.

5. Each of the Allergan Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

### **III. Class Definition**

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

1. The Class shall consist of all entities that fall within one or more of the following categories:

a. All Acute Care Hospitals in the United States that (i) are not owned or operated by a federal, state, county, parish, city, or other municipal government; and (ii) treated patients diagnosed with opioid use disorder and/or

other opioid-related conditions at any time from January 1, 2009, through the date of entry of the Preliminary Approval Order;

- b. all entities listed on Exhibit A; and
- c. all Plaintiffs in the Other Actions listed on Exhibit B.

Exhibits A and B are non-exhaustive lists and do not purport to identify all members of the Class.

2. The following are excluded from the Class:

- a. Any Acute Care Hospital whose Released Claims have been released by any other settlement with the Allergan Defendants.

**B. Ability to Cure Omissions.** In the event that the Settling Parties agree that an entity or Other Action was omitted from Exhibit A or B, the Settling Parties may, at any time before entry of the Final Approval Order, amend such Exhibit to add such an entity or Other Action. The Settling Parties agree that they will act reasonably in considering any claim of such omission.

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

#### **IV. Settlement Funds**

**A. Settlement Payment.** Following the entry of the Preliminary Approval Order, Allergan Defendants shall pay or cause to be paid the Settlement Amount totalling twenty-five million U.S. Dollars (\$25,000,000.00) in accordance with the payment terms set forth in Sections IV.B and C.

1. Within three (3) business days following the entry of the Preliminary Approval Order, Class Counsel will provide wire instructions and other information necessary for payment, pursuant to instructions to be communicated by each Allergan Defendant no later than the business day following the entry of the Preliminary Approval Order. No payment will be due until these instructions have been provided and Allergan's Bank Verification process has been completed.

2. Allergan Defendants will deposit the Settlement Amount into the Escrow Account in accordance with Sections IV.B and C.

3. The Settlement Amount shall not be subject to reduction, and, upon the occurrence of the Effective Date, no funds may be returned to the Allergan Defendants.



4. Releasors agree that fifty-six percent (56%) of the Settlement Amount constitutes consideration for the settlement of Claims involving, arising from, or related to generic opioid drugs that are Products distributed and/or sold before August 2, 2016, by the Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016, that the Releasors are asserting, might otherwise assert, or could assert that the Allergan Defendants (or any other Released Entity) is directly or indirectly and/or jointly or severally liable, including but not limited to, based on parent or control liability or a substantially similar theory. Releasors agree that forty-four percent (44%) of the Settlement Amount constitutes consideration for the settlement of Claims involving, arising from, or related to branded opioid drugs that are Products of or attributable to the Allergan Defendants or any other Released Entity (including but not limited to branded opioid drugs that are Products distributed and/or sold before August 2, 2016, by the Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and the other Divested Entities related to those branded opioid drugs that are Products before August 2, 2016) that the Releasors are asserting, might otherwise assert, or could assert against the Allergan Defendants or any other Released Entity, of which seventy-seven percent (77%) is specifically involving, arising from, or related to Kadian® (including but not limited to Kadian manufactured, distributed, marketed, and/or sold from 1997 through 2008 by King Pharmaceuticals, Inc. and/or Alpharma Inc.).

**B. Payment Schedule.**

1. Thirty (30) days following the entry of the Preliminary Approval Order, Allergan Defendants shall pay or cause to be paid the Amount of one million U.S. Dollars (\$1,000,000) to the Escrow Agent, with such funds to be held and subject to the entry of the Final Approval Order.

2. No later than thirty (30) days following the Effective Date (“Payment Date 1”), Allergan Defendants shall pay or cause to be paid the Amount of seven million, three hundred thirty-three thousand, three hundred thirty-four U.S. Dollars (\$7,333,334.00).

3. No later than one (1) year following Payment 1 Date, Allergan Defendants shall pay or cause to be paid the Amount of eight million, three hundred thirty-three thousand, three hundred thirty-three U.S. Dollars (\$8,333,333.00).

4. No later than two (2) years following Payment 1 Date, Allergan Defendants shall pay or cause to be paid the Amount of eight million, three hundred thirty-three thousand, three hundred thirty-three U.S. Dollars (\$8,333,333.00).

**C. No Additional Payment Obligations.** The obligations incurred pursuant to this Agreement shall be in full and final disposition and settlement of all Released Claims. The Settlement Amount paid or provided by the Allergan Defendants is their sole monetary obligation under this Agreement. Once the Settlement Amount is paid, the Allergan Defendants shall have no further monetary obligations of any sort or kind to Plaintiffs, the Class, or any counsel for Plaintiffs pursuant to this Agreement or the Settlement. Under no circumstances will

the Allergan Defendants be required to pay more than the Settlement Amount pursuant to this Agreement and the Settlement set forth herein. For purposes of clarification, the payment of Taxes and Tax Expenses (as set out in Section IV.E), any Fee and Expense Award, the Notice and Administrative Costs, and any other costs associated with the implementation of this Agreement, shall be exclusively paid from the Settlement Funds.

**D. The Escrow Account and Agent.**

1. The Settling Parties shall arrange for the Escrow Account to be established at Pinnacle Bank, with such bank serving as the Escrow Agent subject to an Escrow Agreement, and such escrow to be administered under the Court's continuing supervision and control. Should Pinnacle Bank be unable to serve as Escrow Agent for any reason, the Court shall appoint a replacement, subject to the approval of the Settling Parties, which is not to be unreasonably withheld. To the extent that there is any ambiguity or inconsistency when this Agreement and the Escrow Agreement are read together, the terms of this Agreement shall control.

2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A in U.S. agency or treasury securities or other instruments backed by the full faith & credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Escrow Agent will not invest in any instruments that a “*qualified settlement fund*,” within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service (“*IRS*”) guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from the Allergan Defendants. The Allergan Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.

3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement, the Escrow Agreement, or by order of the Court. For the avoidance of doubt, the Escrow Agent is authorized, and Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement, the Escrow Agreement, or as directed by the Court.

4. The Escrow Agent may disburse up to \$1,000,000 to the Notice and Claims Administrators for reasonable Notice and Administrative Costs as approved by the Court.

5. All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court,

until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the Court.

#### **E. Taxes.**

1. The Escrow Agent shall be, and shall be treated by the Settling Parties and the Escrow Agent as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Escrow Agent as its administrator. The Escrow Agent shall not take any action or tax position inconsistent with such treatment. In addition, the Escrow Agent shall timely make such elections as necessary or advisable, and do all things necessary to carry out the provisions of this Section IV.E, and shall, in any event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Escrow Account qualifies as a “qualified settlement fund” for federal and state income tax purposes. Notwithstanding anything in the Agreement to the contrary, the Escrow Agent shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Allergan Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Escrow Agent. Class Counsel shall cooperate with and cause the Escrow Agent to, and the Escrow Agent shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Allergan Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account, including with respect to any distributions from the Escrow Account; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Allergan Defendants; and (v) providing instructions for the release of sufficient funds from the Escrow Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.E.3 and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section IV.E.1, shall be consistent with the provisions of this Section IV.E.2 and in all events shall reflect

that all Taxes as defined in Section IV.E.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.E.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account's tax returns or other filings.

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

4. The Settling Parties and Class Counsel agree that: (i) each of the Class Members is enforcing its rights as a private party and is not enforcing any rules or exercising any regulatory powers, in either case as part of a governmental function; and (ii) the Settlement Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Class Members to the same position or condition that they would be in had the Class Members not suffered alleged damage or harm allegedly caused by the Allergan Defendants. Upon request by

the Allergan Defendants, the Class Representatives and Class Counsel agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Allergan Defendants to establish the tax treatment described in this paragraph to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any other subsequently proposed or finalized relevant regulations or administrative guidance.

## **V. Approval and Notice**

### **A. Approval and Effectiveness.**

1. It is a condition to the Settlement that (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order in the form of Exhibit F, with any modifications acceptable to all Class Representatives and the Allergan Defendants in their individual discretion, and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order.

2. It is a condition to the Settlement that (a) within a reasonable time period after the Preliminary Approval Order, the Court approve and enter the Final Approval Order in the form of Exhibit G, with any modifications acceptable to all Class Representatives and Allergan Defendants in their individual discretion, and (b) the Final Approval Order remain in full force and effect until it becomes a Final Judgment.

3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment.

4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

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

### **C. Preliminary Approval.**

1. No later than 30 days after the execution of this Agreement, Class Counsel shall submit the Agreement together with its Exhibits to the Court and shall apply for



entry of the Preliminary Approval Order (the “*Motion for Preliminary Approval*”) pursuant to Federal Rule of Civil Procedure 23(e).

2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice, substantially in the form of Exhibit H, and proposed Notice Plan; (iii) scheduling of the Fairness Hearing to occur after the conclusion of the notice period and no earlier than ninety (90) days following the entry of the Preliminary Approval Order; (iv) the appointment of the Escrow Agent as set forth in Section IV.D.1; (v) continuing the stay of the Action as to the Allergan Defendants until the Court renders a final decision regarding the approval of the Settlement; (vi) granting a stay of all proceedings in any forum brought by Releasers as to the Allergan Defendants, including all Other Actions; (vii) enjoining all Class Members from filing or prosecuting any new proceedings for Released Claims, unless and until the Class Member files a timely and valid Opt-Out Form and that Form becomes effective; and (viii) directing the Class Representatives to file motions to sever and stay the Other Actions brought by the Class Representatives as to the Allergan Defendants until the Court renders a final decision regarding the approval of the Settlement, to the extent not already filed. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the *status quo* that existed immediately prior to July 7, 2023, except as expressly provided herein.

3. Class Counsel shall provide the Allergan Defendants with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least five (5) business days in advance of filing and shall consider in good faith any suggestions that the Allergan Defendants may have. Class Counsel shall not file such a motion without the Allergan Defendants’ consent, which consent shall not be unreasonably withheld.

#### **D. Notice to the Class.**

1. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval and, in any event, the notice process shall commence no later than twenty-one (21) calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrators to Class Members pursuant to the Notice Plan, subject to any modifications required by the Court. The Notice and Summary Notice are attached as Exhibits H and I to this Agreement, and any modifications to them must be acceptable to all Class Representatives and Allergan Defendants in their individual discretion.

2. Class Counsel shall move, as part of the Motion for Preliminary Approval, for entry of the Notice Order. Class Counsel shall also submit to the Court for approval a proposed form of, method for, and schedule for dissemination of notice to the Class. The Preliminary Approval Motion shall recite and ask the Court to find that the proposed form of and method for dissemination of notice to the Class constitutes valid, due, and

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

3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrators: (i) to request from any Acute Care Hospital that seeks to exclude any other entity from the certified Class, documentation and declarations supporting any purported authority to opt out other entities and (ii) to submit a report (an “*Opt-Out Report*”), which shall be provided no later than seven (7) calendar days after the Opt-Out Deadline, as defined in Exhibit F, to the Court and Class Counsel and Allergan Defendants identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 or were otherwise inadequate.

4. No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Allergan Defendants and file with the Court proof, by affidavit or declaration, of such dissemination.

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

**F. Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys’ Fees and Expenses, the Class Representatives’ Service Awards, or the Plan of Allocation be in writing. The deadline for filing the Objection with the Court shall be forty-five (45) calendar days after commencement of the dissemination of the Notice.

2. **Content of Objection.** The written Objection filed with the Court shall: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys’ Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court’s attention; (d) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector’s membership in the Class, such as the objectors’ status as an Acute Care Hospital and its treatment of patients diagnosed with opioid use disorder; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector’s behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court

with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.

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

**G. Opt-Out.**

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled "Opt-Out Form" to the Notice and Claims Administrators and email it to Allergan Defendants and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and has been legally authorized to exclude itself from the Settlement and must:

- a. provide an affidavit or other proof of the standing of the entity and why they would be a Class Member absent the Opt-Out;
- b. provide the submitting entity's name, address, telephone number and email address (if available);
- c. provide the entity's National Provider Identifier (if available) and CMS Certification Number (if available);
- d. provide a list of current and former names of the entity, including any and all names under which the entity does or has done business since January 1, 2009; and
- e. be received by the Notice and Claims Administrators, Class Counsel, and Allergan Defendants no later than the date designated for such purpose in the Notice.

2. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, the provision of inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity's membership in the Class.



3. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, the Settling Parties will request that the deadline for receipt of Opt-Out Forms shall be forty-five (45) calendar days after commencement of dissemination of the Notice.

4. Opt-Out Forms shall be deemed valid only for the entity named in the request.

5. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrators, Class Counsel, and Allergan Defendants no later than the date designated for such purpose in the Notice.

6. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1 shall not (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.

7. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1 submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

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

9. **Opt-Out Report.** No later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and at least fifteen (15) business days prior to the Fairness Hearing, the Notice and Claims Administrators shall submit to the Court, Class Counsel, and Allergan Defendants the Opt-Out Report as described in Section V.D.3.

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

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the “*Motion for Final Approval*”). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (a) enter the Final Approval Order in the form attached as Exhibit G to this Agreement, provided that any modifications to the Final Approval Order must be acceptable to all Class Representatives and the Allergan Defendants; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Action with prejudice and directing the dismissal with prejudice of any of the Other Actions; and (e) permanently enjoin any Class Member from asserting or

pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:

- a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; finding that the Notice given to the Class Members constituted the best notice practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;
- b. entering judgment dismissing the Action with prejudice as to the Allergan Defendants and, except as provided for herein, without costs;
- c. directing that the Other Actions be dismissed with prejudice as to the Allergan Defendants and, except as provided for herein, without costs;
- d. discharging and releasing the Released Entities from all Released Claims;
- e. permanently barring and enjoining the institution and prosecution by Class Members of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;
- f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
- g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and the Allergan Defendants; and
- h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

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

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

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

### **A. Occurrence of Effective Date.**

1. Upon the Effective Date, any and all remaining interest or right of the Allergan Defendants in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow Agent to the Notice and Claims Administrators as successor Escrow Agent within ten (10) business days after the Effective Date.

2. Upon the Effective Date, the Plaintiffs shall dismiss the Action and the Other Actions with prejudice as to the Released Entities, including all actions listed on Exhibit B, as provided for in the Final Approval Order.

### **B. Failure of Effective Date to Occur.**

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.B-D, then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Allergan Defendants less interest accrued on the Escrow Account, Notice and Administrative Costs paid, incurred, or due and owing, Notice and Administrative Costs, and Taxes or Tax Expenses paid, incurred, or due and owing (the “*Termination Refund*”), pursuant to written instructions from the Allergan Defendants’ Counsel. Any amounts remaining in the Escrow Account following the Termination Refund shall be distributed by order of the Court.

2. In the event that the Effective Date does not occur, this Agreement shall terminate, and it, the Allergan Defendants’ obligations under it, and all releases contained herein shall become null and void. In the event of such a termination, (a) no Class will be deemed certified as a result of this Agreement, (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated, (c) the Settling Parties shall be returned to the status quo that existed in the Action and the Other Actions immediately prior to December 11, 2023 (subject to appropriate extensions of deadlines to enable the Action and the Other Actions to proceed), and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to December 11, 2023. The Settling Parties shall then proceed in all respects as if this Agreement and related orders had not been executed.

**C. Walk-Away Right.** Allergan Defendants may, in their sole discretion, terminate the Agreement by providing notice to Class Counsel within fifteen (15) business days following receipt by the Allergan Defendants of the Opt-Out Report of the Notice and Claims Administrators detailing all opt-outs from the Settlement. In the event termination occurs, the parties will jointly notify the Court that Final Approval of this Agreement is no longer requested and the processes set forth in Section VI.B will govern. If Allergan Defendants do not provide

notice of exercise of the Walk-Away Right to Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived.

**D. No Court Approval.**

1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Action and Other Actions against the Released Entities will resume unless within thirty (30) calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.

2. If the litigation against the Released Entities resumes pursuant to Section VI.D.1, or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to the Allergan Defendants the Termination Refund as of the date on which notice is received, and (b) this Agreement shall terminate upon receipt of the Termination Refund.

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

**VII. Notice and Claims Administrators and Special Master**

**A. Selection of Notice and Claims Administrators.** Class Counsel shall nominate A.B. Data Group and Cherry Bekaert Advisory, LLC, or another entity, subject to the consent of the Allergan Defendants, an entity to serve as Notice and Claims Administrators that shall be subject to appointment by the Court in the Preliminary Approval Order, and that meets the following requirements:

1. The Notice and Claims Administrators may not be an entity that has acted as counsel, or otherwise represented a party, in claims relating to opioids.

2. The Notice and Claims Administrators shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrators deem to be reasonably necessary to effectuate the Notice Plan, which is subject to Court approval as provided in Section V.C. Subject to the Court's approval, the Notice and Claims Administrators may retain any entity that the Notice and Claims Administrators deem to be reasonably necessary to provide assistance in developing and administering the Notice Plan.

3. The Notice and Claims Administrators' roles generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Registration Forms and Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount (in consultation with the Special Master) and overseeing distribution of the Net Settlement Funds pursuant to the Plan of Allocation set forth in Exhibit C.

4. Any successor to the initial Notice and Claims Administrators shall be subject to appointment by the Court, with the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

5. The Notice and Claims Administrators shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.

6. The Allergan Defendants, Allergan Defendants' Counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrators and are not subject to the authority of the Notice and Claims Administrators.

7. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrators, including fees, costs, and expenses of the Notice and Claims Administrators, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Allergan Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

**B. Distribution of Settlement Funds.**

1. Upon further orders of the Court, the Notice and Claims Administrators, subject to such supervision and direction of the Court, Class Counsel, and/or the Special Master, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:

a. to pay reasonable fees and costs as compensation to the Escrow Agent for services rendered, as provided for in Section 7 of the Escrow Agreement and Exhibit C attached thereto;

b. to pay, up to one million U.S. Dollars (\$1,000,000.00), for Notice and Administrative Costs reasonably and actually incurred in connection with providing notice to the Class in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;

c. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;

d. to pay the Taxes and Tax Expenses as defined herein;

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

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

2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due; and (c) reasonable fees and costs may be paid as compensation to the Escrow Agent for services rendered, as provided for in Section 7 of the Escrow Agreement and Exhibit C attached thereto.

**C. Distribution of Net Settlement Funds.**

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

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

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

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



substantially in accordance with the Agreement and the Settlement contained herein, the Plan of Allocation, or further orders of the Court.

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

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

### **VIII. Class Counsel's Attorneys' Fees and Expenses**

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

**B. Allocation.** Any fees and expenses awarded by the Court shall be allocated and distributed by and among Class Counsel using their judgment to compensate each counsel fairly based on their contribution to the institution, prosecution, and resolution of the Action and the Other Actions.

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

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

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

**F. Service Award.** Class Representatives may request Service Awards in connection with their representation of the Class. Class Representatives' support for the Settlement is not in any way conditioned on their right to request, or receipt of, Service Awards.

## **IX. Releases and Dismissal**

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

### **B. Claim-Over and Non-Party Settlement.**

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

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. However, and notwithstanding the foregoing, this provision shall not preclude any Released Entity from seeking indemnification, contribution, or any other theory from and against Teva Ltd., Divested Entities, Pfizer Inc., King Pharmaceuticals, Inc., and Alpharma Inc., and/or each of their respective past and current parents, subsidiaries, and/or affiliates. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Effective Date, any Releaser enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releaser will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Allergan Defendants in Section IX.B.2 or a release from such Non-Released Entity in



favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by the subsection is a material term of this Agreement.

4. To the extent that, on or after the Effective Date, a settlement on behalf of a class that would otherwise be a Non-Party Settlement is submitted to a court for preliminary or final approval under Rule 23 of the Federal Rules of Civil Procedure, the proponents of the settlement will include, unless prohibited by applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Allergan Defendants in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. For the avoidance of doubt, the Settling Parties acknowledge that the effectiveness of any such provision will depend upon its approval by the court to which the settlement agreement is submitted in accordance with Rule 23 of the Federal Rules of Civil Procedure. The obligation to include the prohibition and/or release required by the subsection is a material term of this Agreement.

5. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

6. The provisions of this Section IX.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

7. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Non-Party Covered Conduct Claim against the Released Entities related to the Released Claims, that Class Member and the Allergan Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released Entities than the amounts owed under this Agreement by the Allergan Defendants:

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

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

c. The Allergan Defendants and the Class Member shall meet and confer concerning the means to hold the Released Entities harmless and ensure that the Allergan Defendants or Released Entities are not required to make any

payment with respect to the Released Claims beyond the Settlement Amount owed by the Allergan Defendants under this Agreement.

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

(i) Support by Releasers of a motion to dismiss or such other appropriate motion as may be filed by the Allergan Defendants or Released Entities in response to any Claim filed in litigation or arbitration; and

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

(iii) Such other actions as that Releaser and the Allergan Defendants may devise to hold the Released Entities harmless from the Claim-Over.

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

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

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

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

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

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

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

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

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

**H. Cooperation.** Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Allergan Defendants to secure the prompt dismissal of any and all Released Claims.

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

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

**X. Judgment and Set-Off Related to Teva**

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

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

Actavis Generic Entities and/or other Divested Entities and/or relate to the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016.

## **XI. Miscellaneous Provisions**

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

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

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

The exhibits to this Agreement are:

Exhibit A	Non-Exhaustive List of Certain Class Members
Exhibit B	List of Other Actions
Exhibit C	Plan of Allocation
Exhibit D	Registration Form
Exhibit E	Claim Form
Exhibit F	Form of Preliminary Approval Order
Exhibit G	Form of Final Approval Order
Exhibit H	Form of Notice
Exhibit I	Form of Summary Notice
Exhibit J	AbbVie Affiliated Companies
Exhibit K	Allergan Affiliated Companies
Exhibit L	Divested Entities

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

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

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

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

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

**I. Litigation Cooperation.** Upon request by the Allergan Defendants, Class Representatives agree to cooperate in the provision of de-identified data from the Class Representatives for the sole purpose of a Released Entity recovering amounts owed to it pursuant to any insurance contract. If such request includes information beyond what was previously produced in the Other Actions or used to support the Class Representatives' Registration and/or



Claim Forms, the costs to extract, de-identify, and certify HIPAA compliance of such data shall be borne by Allergan Defendants. Upon request by the Class Representatives, the Allergan Defendants agree to cooperate in the provision of records and accompanying business records affidavits or a declaration pursuant to Federal Rule of Evidence 803 pertaining to documents produced by the Settling Defendants with true and correct facts relevant to the authenticity of documents produced in the Action or Other Actions.

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

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

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

John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095  
donbarrettpa@gmail.com

Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street, Suite 500  
Dallas, TX 75202  
wburns@burnscharest.com

Robert A. Clifford  
CLIFFORD LAW OFFICES, P.C.  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602  
rclifford@cliffordlaw.com

Steven B. Farmer  
FARMER, CLINE & CAMPBELL, PLLC  
746 Myrtle Road  
Charleston, WV 25314  
sbfarmer@fcclaw.net

Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016  
charlesl@cuneolaw.com

Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602  
SteveMartino@taylormartino.com

If directed to the Allergan Defendants, address notice to:

Rebecca Fitzpatrick, P.C.  
Kirkland & Ellis LLP  
333 West Wolf Point Plaza  
Chicago, IL 60654  
Rebecca.fitzpatrick@kirkland.com

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

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

**M. Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Allergan Defendants and any Class Members concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved



by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

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

**O. Severability.** If any of the immaterial provisions of this Agreement (or any portion thereof) are held unenforceable in any jurisdiction, then such provisions shall be severable, and the Settling Parties agree that the enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

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

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement in several counterpart originals on the date set forth opposite their names.

Agreed to as of this October 1, 2024.

**FOR THE ALLERGAN DEFENDANTS:**

By: 

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

**CLASS COUNSEL:**

By:



John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By:



Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By:

Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By:

Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By:

Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

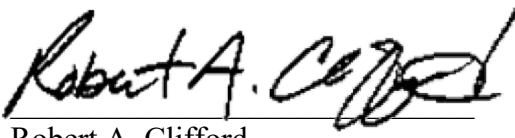
By:

Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**

By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

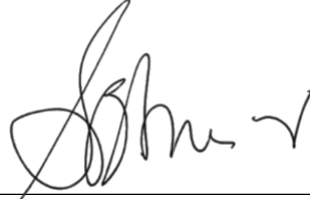
By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**

By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By:  \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**

By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314



By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By: \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**CLASS COUNSEL:**


By: \_\_\_\_\_  
John W. ("Don") Barrett  
BARRETT LAW GROUP, P.A.  
P.O. Box 927  
404 Court Square North  
Lexington, MS 39095

By: \_\_\_\_\_  
Warren T. Burns  
BURNS CHAREST LLP  
900 Jackson Street  
Suite 500  
Dallas, TX 75202

By: \_\_\_\_\_  
Robert A. Clifford  
CLIFFORD LAW OFFICES  
120 North LaSalle Street  
36th Floor  
Chicago, IL 60602

By: \_\_\_\_\_  
Steven B. Farmer  
FARMER, CLINE & CAMPBELL,  
PLLC  
746 Myrtle Road  
Charleston, WV 25314

By: \_\_\_\_\_  
Charles J. LaDuca  
CUNEO GILBERT & LADUCA, LLP  
4725 Wisconsin Avenue  
Suite 200  
Washington, D.C. 20016

By:  \_\_\_\_\_  
Steven A. Martino  
TAYLOR MARTINO ROWAN  
455 St. Louis Street  
Suite 2100  
Mobile, AL 36602

**EXHIBIT A**



**Non-Exhaustive List of Certain Class Members<sup>1</sup>**

Abilene Regional Medical Center	Alta Bates Summit Medical Center -Summit Campus
Abrazo Arizona Heart Hospital	Amery Hospital & Clinic
Abrazo Arrowhead Campus	Anderson Regional Medical Center
Abrazo Central Hospital	Angel Medical Center
Acquisition Bell Hospital, LLC	Annie Penn Hospital
Advanced Care Hospital of White County	Appalachian Regional Healthcare, Inc.
AHS Claremore Regional Hospital, LLC	ARH Our Lady of the Way Hospital
AHS Cushing Hospital, LLC	ARH Tug Valley Health Services, Inc.
AHS Henryetta Hospital, LLC	Arizona Orthopedic and Surgical Specialty Hospital
AHS Hillcrest Medical Center, LLC	Arizona Spine and Joint Hospital LLC
AHS Pryor Hospital, LLC	Ashley Valley Medical Center, LLC
AHS Southcrest Hospital, LLC	Athens Hospital, LLC
Aiken Regional Medical Centers	Athens Regional Medical Center
Alamance Regional Medical Center (ARMC)	Aventura Hospital and Medical Center
Alamance Regional Pain Clinic	Avera Creighton Hospital
Alaska Regional Hospital	Avera De Smet Memorial Hospital
Albany Medical Center Hospital	Avera Dells Area Hospital
Allegheny Health Network	Avera Flandreau Hospital
Allegiance Behavioral Health Center of Plainview, L.L.C.	Avera Gettysburg Hospital
Allegiance Health Center of Monroe	Avera Granite Falls
Allegiance Health Center of Ruston, LLC	Avera Gregory Hospital
Allegiance Hospital of Many, LLC	Avera Hand County Memorial Hospital
Allegiance Hospital of North Little Rock, LLC d/b/a Allegiance Health Management - North Metro Medical Center	Avera Heart Hospital
Allegiance Medical Center of Ruston, LLC	Avera Holy Family Hospital
Allegiance Specialty Hospital of Greenville, LLC	Avera Marshall Regional Medical Center
Alliance Healthcare System	Avera McKennan Hospital & University Health Center
AllianceHealth Clinton	Avera Medical Group Granite Falls
AllianceHealth Deaconess	Avera Merrill Pioneer Hospital
AllianceHealth Durant	Avera Queen of Peace Hospital
AllianceHealth Madill	Avera Sacred Heart Hospital
AllianceHealth Midwest	Avera St. Anthony's Hospital
AllianceHealth Ponca City	Avera St. Benedict Health Center
AllianceHealth Seminole	Avera St. Luke's Hospital
AllianceHealth Woodward	Avera St. Mary's Hospital
Alta Bates Summit Medical Center - Ashby & Herrick	Avera Tyler Hospital
	Avera Westkota Memorial Hospital
	Bailey Medical Center, LLC
	Baptist Health Corbin
	Baptist Health Deaconess Madisonville

---

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

Baptist Health Floyd  
 Baptist Health LaGrange  
 Baptist Health Lexington  
 Baptist Health Louisville  
 Baptist Health Paducah  
 Baptist Health Richmond, Inc.  
 Baptist Healthcare Systems, Inc. (KY)  
 Baptist Hospital Inc. (FL)  
 Baptist Medical Center  
 Baptist Memorial Hospital - Attala  
 Baptist Memorial Hospital - Booneville  
 Baptist Memorial Hospital - Calhoun  
 Baptist Memorial Hospital - Collierville  
 Baptist Memorial Hospital - Crittenden  
 Baptist Memorial Hospital - DeSoto  
 Baptist Memorial Hospital - Golden Triangle  
 Baptist Memorial Hospital - Huntingdon  
 Baptist Memorial Hospital - Jonesboro, Inc.  
 Baptist Memorial Hospital - Leake  
 Baptist Memorial Hospital - Memphis  
 Baptist Memorial Hospital - North MS  
 Baptist Memorial Hospital - Tipton  
 Baptist Memorial Hospital - Union City  
 Baptist Memorial Hospital - Union County  
 Baptist Memorial Hospital - Yazoo  
 Baptist Memorial Hospital for Women  
 Baptist Memorial Rehabilitation Hospital  
 Baptist Memorial Restorative Care Hospital  
 Barbourville ARH Hospital  
 Bartow Regional Medical Center, Inc.  
 BayCare Alliant Hospital, Inc.  
 Bayfront Health - Spring Hill  
 Bayfront Health Brooksville  
 Bayfront Health Port Charlotte  
 Bayfront Health Punta Gorda  
 Bayfront Health Seven Rivers  
 Baylor Medical Center at Trophy Club  
 Baylor Medical Center at Uptown  
 Baylor Orthopedic and Spine Hospital at Arlington  
 Baylor Scott & White Medical Center - Frisco  
 Baylor Scott & White Medical Center - Sunnyvale

Baylor Scott & White Surgical Hospital at Sherman  
 Baylor Surgical Hospital at Fort Worth  
 Baylor Surgical Hospital at Los Colinas  
 Bayview Behavioral Hospital  
 Beckley ARH Hospital  
 Bellevue Woman's Center  
 Belton Regional Medical Center  
 Berkeley Medical Center  
 Berwick Hospital Center  
 Bienville Medical Center, Arcadia  
 Bienville Medical Center, Inc.  
 Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center  
 Big Spring Hospital Corporation  
 Blake Medical Center  
 Blessing Hospital  
 Blount Memorial Hospital  
 Blue Mountain Hospital  
 Blue Ridge Regional Hospital  
 Bluefield Regional Medical Center  
 Bluffton Regional Medical Center  
 Bon Secours - Memorial Regional Medical Center, Inc. (VA)  
 Bon Secours - Richmond Community Hospital, Inc.  
 Bon Secours - St. Francis Medical Center, Inc.  
 Bon Secours - St. Mary's Hospital Of Richmond, Inc.  
 Boone Hospital Center  
 Bourbon Community Hospital, LLC  
 Bowdle Healthcare Center  
 Bowling Green-Warren County Community Hospital Corporation  
 Bradford Regional Medical Center  
 Brandon Regional Hospital  
 Braxton County Memorial Hospital  
 Braxton County Memorial Hospital, Inc.  
 Brigham City Community Hospital  
 Brigham City Community Hospital, Inc.  
 Broadus Hospital  
 Broadus Hospital Association  
 Brookdale Hospital Medical Center  
 Brooks Memorial Hospital  
 Brookwood Baptist Medical Center

Brownwood Hospital, L.P. d/b/a  
Brownwood Regional Medical Center  
BSA Hospital, LLC  
Kaleida Health d/b/a Buffalo General  
Medical Center  
Bullock County Hospital  
Cache Valley Hospital  
California Pacific Medical Center - Mission  
Bernal Campus  
California Pacific Medical Center (Van Ness  
and Davies Campuses)  
CAMC General Hospital  
CAMC Memorial Hospital  
CAMC Teays Valley Hospital  
CAMC Women and Children's Hospital  
Camden Clark Medical Center  
Camden-Clark Memorial Hospital  
Corporation  
Cameron Parish Hospital and Psychiatric  
Facility  
Canton-Potsdam Hospital  
Capital Health Medical Center - Hopewell  
Capital Health Regional Medical Center  
Capital Regional Medical Center  
CarePartners Rehabilitation Hospital  
Carlsbad Medical Center  
Carolinas Hospital System Florence  
Carolinas Hospital System Marion  
Carondelet Holy Cross Hospital  
Carondelet St. Joseph's Hospital  
Carondelet St. Mary's Hospital  
Carris Health - Redwood Hospital  
Carris Health - Redwood, LLC  
Carris Health - Rice Memorial Hospital  
Carris Health, LLC  
Cartersville Medical Center  
Carthage Hospital, LLC  
Castleview Hospital, LLC  
Catholic Health System, Inc.  
Cedar Park Health System, L.P. d/b/a Cedar  
Park Regional Medical Center  
Centennial Hills Hospital Medical Center  
Center Point Medical Center  
CentraCare - Melrose  
CentraCare - Sauk Centre  
CentraCare Health - Long Prairie Hospital

CentraCare Health - Monticello Hospital  
CentraCare Health - Paynesville Hospital  
Centracare Health - Paynesville LLC  
Centracare Health System - Nr, LLC  
Centracare Health System Long Prairie  
Centracare Health System Melrose  
Central Florida Regional Hospital  
Charleston Area Medical Center, Inc.  
Charleston Hospital, Inc.  
Charleston Hospital, Inc. d/b/a Saint Francis  
Hospital  
Chesapeake Hospital Corporation  
Chester Regional Medical Center  
CHI Saint Joseph Health Mount Sterling  
Chippenham Hospital  
Christiana Care Health System, Inc.  
Citizens Baptist Medical Center  
Citrus HMA, LLC d/b/a Bayfront Health  
Seven Rivers, Seven Rivers Medical Center  
Citrus Memorial Hospital  
City Hospital, Inc.  
Clay County Healthcare Authority  
Cleveland Tennessee Hospital Company,  
LLC  
CLHG-Acadian, LLC  
CLHG-Acadian, LLC d/b/a Acadian  
Medical Center, Eunice  
CLHG-Avoyelles, LLC  
CLHG-Avoyelles, LLC d/b/a Avoyelles  
Hospital, Marks ville  
CLHG-Dequincy d/b/a Dequincy Memorial  
Hospital, Dequincy  
CLHG-Dequincy, LLC  
CLHG-Leesville d/b/a Byrd Regional  
Hospital, Leesville  
CLHG-Leesville, LLC  
CLHG-Minden, LLC  
CLHG-Minden, LLC d/b/a Minden Medical  
Center, Minden  
CLHG-Oakdale, LLC  
CLHG-Oakdale, LLC Oakdale Community  
Hospital, Oakdale  
CLHG-Ruston, LLC  
CLHG-Ville Platte, LLC  
CLHG-Ville Platte, LLC d/b/a Mercy  
Regional Medical Center, Ville Platte

CLHG-Winn, LLC  
 CLHG-Winn, LLC d/b/a Winn Parish  
 Medical Center, Winnfield  
 Clifton Springs Hospital and Clinic  
 Clinch Valley Medical Center, Inc.  
 CMGH-Minden, LLC  
 Coastal Carolina Hospital  
 Coffee Medical Group, LLC d/b/a Unity  
 Medical Center  
 Coliseum Medical Centers  
 Coliseum Northside Hospital  
 College Station Medical Center  
 Colleton Medical Center  
 Colquitt Regional Medical Center  
 Columbia Capital Medical Center Limited  
 Partnership  
 Columbia Medical Center of Plano  
 Subsidiary, L.P.  
 Columbia Memorial Hospital (CMH)  
 Columbia Rio Grande Healthcare, L.P.  
 Comanche County Hospital Authority  
 Community Health Association  
 Community Health Association d/b/a  
 Jackson General Hospital  
 Community Hospital of Andalusia, LLC  
 Community Hospital, Inc.  
 Community Hospital, LLC  
 Community Memorial Hospital Avera  
 Cone Health Behavioral Health Hospital  
 Cone Health Cancer Center at Alamance  
 Regional  
 Cone Health Cancer Center at Wesley Long  
 Hospital  
 Cone Health Physical Medicine and  
 Rehabilitation  
 Cone Health Women's and Children's  
 Center at Moses Cone Hospital  
 Coral Gables Hospital  
 Cornerstone Regional Medical Center  
 Corona Regional Medical Center  
 Corpus Christi Medical Center – Bay Area  
 Corpus Christi Medical Center – Doctors  
 Regional  
 Corpus Christi Medical Center – Northwest  
 Regional

Corpus Christi Medical Center – The Heart  
 Hospital  
 Cox Medical Center South  
 Cox North Hospital  
 Crestwood Medical Center  
 Crestwyn Behavioral Health  
 Crisp Regional Hospital  
 Crockett Hospital, LLC  
 Cuba Memorial Hospital (CMH)  
 Dardanelle Community Hospital, LLC  
 Davis Medical Center  
 Davis Memorial Hospital  
 Davis Regional Medical Center  
 DeGraff Medical Park  
 Fort Payne Hospital Corporation d/b/a  
 Dekalb Regional Medical Center  
 Del Sol Medical Center  
 Delray Medical Center  
 Delta Regional Medical Center  
 Deming Hospital Corporation d/b/a  
 Mimbres Memorial Hospital  
 Desert Regional Medical Center  
 Desert Springs Hospital Medical Center  
 Desert View Hospital  
 Victoria of Texas, L.P. d/b/a DeTar Hospital  
 Navarro  
 DHSC, LLC d/b/a Affinity Medical Center  
 (Closed 2.4.18)  
 Dickenson Community Hospital  
 DLP Central Carolina Medical Center, LLC  
 DLP Conemaugh Memorial Medical Center,  
 LLC  
 DLP Conemaugh Meyersdale Medical  
 Center, LLC  
 DLP Conemaugh Miners Medical Center,  
 LLC  
 DLP Frye Regional Medical Center, LLC  
 DLP Harris Regional Hospital, LLC  
 DLP Haywood Regional Medical Center,  
 LLC  
 DLP Maria Parham Medical Center, LLC  
 DLP Marquette General Hospital, LLC  
 DLP Person Memorial Hospital, LLC  
 DLP Rutherford Regional Health System,  
 LLC  
 DLP Swain County Hospital, LLC

DLP Twin County Regional Healthcare, LLC  
DLP Wilson Medical Center, LLC  
DMC Children's Hospital of Michigan  
DMC Detroit Receiving Hospital  
DMC Huron Valley - Sinai Hospital  
DMC Hutzel Women's Hospital  
DMC Rehabilitation Institute of Michigan  
DMC Sinai-Grace Hospital  
Doctors Hospital of Augusta  
Doctors Hospital of Laredo  
Doctors Hospital of Manteca  
Doctors Hospital of Sarasota  
Doctors Medical Center of Modesto  
Dodge City Healthcare Group, LLC  
Dominion Hospital  
Donalsonville Hospital  
Drew Memorial Hospital (AR)  
Dukes Memorial Hospital  
Dunes Surgical Hospital  
Dupont Hospital  
East Baton Rouge Medical Center, LLC  
East Cooper Medical Center  
East Georgia Regional Medical Center  
East Ohio Regional Hospital  
Eastern Idaho Regional Medical Center  
Eastern New Mexico Medical Center  
Eastside Medical Center  
Eden Medical Center  
El Paso Healthcare System, Ltd.  
Elbert Memorial Hospital  
Ellis Hospital Foundation, Inc.  
Emanuel Medical Center  
Englewood Community Hospital  
Erie County Medical Center (ECMC)  
Essent PRMC, L.P.  
Eureka Community Health Services Avera  
Evanston Hospital Corporation d/b/a  
Evanston Regional Hospital  
Gilliard Health Services d/b/a Evergreen  
Medical Center  
Fairfax Community Hospital  
Fairmont Regional Medical Center  
Fairview Park Hospital  
Faith Community Hospital  
Fannin Regional Hospital

Faulkton Area Medical Center  
Fauquier Medical Center, LLC  
Fawcett Memorial Hospital  
Fayette Medical Center  
Fayetteville Arkansas Hospital Company, LLC  
FF Thompson Hospital  
First Hospital  
Flaget Memorial Hospital  
Fleming Medical Center, LLC  
Florida Medical Center, a campus of North Shore  
Triad Health d/b/a Flowers Hospital  
Floyd Valley Hospital  
Flushing Hospital Medical Center  
Forrest City Arkansas Hospital Corporation LLC d/b/a Forrest City Medical Center  
Forrest County General Hospital  
Fort Duncan Regional Medical Center  
Fort Walton Beach Medical Center  
Fountain Valley Regional Hospital & Medical Center  
Frankfort Regional Medical Center  
Franklin Woods Community Hospital  
Freedom Behavioral Hospital of Magnolia  
Freeman Health System  
Freeman Hospital East  
Freeman Hospital West  
Freeman Neosho Hospital  
Freeman Regional Hospital  
Gadsden Regional Medical Center  
Garden Park Medical Center  
Garrett Regional Medical Center  
George Washington University Hospital  
Georgetown Community Hospital, LLC  
Glens Falls Hospital  
Gonzales Healthcare Systems  
Good Samaritan Hospital  
Good Samaritan Medical Center  
Goodland Regional Medical Center  
Gouverneur Hospital  
Grafton City Hospital, Inc.  
Grand Strand Medical Center  
Affinity Hospital d/b/a Grandview Medical Center  
Grant Memorial Hospital

Grayson County Hospital Foundation, Inc.  
 Greenbrier Valley Medical Center  
 Greeneville Community Hospital  
 Greenwood Leflore Hospital  
 Gulf Coast Regional Medical Center  
 Halifax Hospital Medical Center  
 Hardin Memorial Hospital  
 Harlan ARH Hospital  
 Haskell County Community Hospital  
 Havasu Regional Medical Center, LLC  
 Hawkins County Memorial Hospital, Inc.  
 f/k/a/ Hawkins County Memorial Hospital  
 Hazard ARH Regional Medical Center  
 HCA Health Services of Florida, Inc.  
 HCA Health Services of New Hampshire, LLC  
 HCA Health Services of Tennessee, Inc.  
 HCA Health Services of Virginia, Inc.  
 HCA Houston Healthcare Clear Lake  
 HCA Houston Healthcare Conroe  
 HCA Houston Healthcare Kingwood  
 HCA Houston Healthcare Mainland  
 HCA Houston Healthcare Medical Center  
 HCA Houston Healthcare North Cypress  
 HCA Houston Healthcare Northwest  
 HCA Houston Healthcare Pearland  
 HCA Houston Healthcare Southeast  
 HCA Houston Healthcare Tomball  
 HCA Houston Healthcare West  
 Health First Cape Canaveral Hospital  
 Health First Holmes Regional Medical Center  
 Health First Medical Group  
 Healthcare Authority for the City of Anniston  
 Heart Hospital of Austin  
 Heartland Long Term Acute Care Hospital  
 Hegg Health Center Avera  
 Henderson County Community Hospital  
 Henderson Hospital  
 Henderson Hospital, LLC  
 Hendricks Community Hospital Association  
 Hennepin Healthcare System d/b/a  
 Hennepin County Medical Center  
 Hennepin Healthcare System, Inc.  
 Henrico Doctors' Hospital

Herbert J. Thomas Memorial Hospital Association  
 HH/Killeen Health System, LLC  
 Hialeah Hospital  
 Hi-Desert Medical Center  
 Highland Community Hospital  
 Highland Hospital  
 Highlands Regional Medical Center (KY)  
 Highlands Regional Medical Center (FL)  
 Highlands-Cashiers Hospital  
 NHCI of Hillsboro, Inc. d/b/a Hill Regional Hospital  
 Hillside Hospital, LLC  
 Hilton Head Hospital  
 Horton Community Hospital  
 Hospital Development of West Phoenix, Inc.  
 Hospital Menonita Caguas, Inc.  
 Hospital Menonita Guayama, Inc.  
 Hospital of Barstow, Inc. d/b/a Barstow Community Hospital  
 Hospital of Louisa, Inc. d/b/a Three Rivers Medical Center  
 Hospital of Morristown, Inc.  
 Hot Springs National Park Hospital Holdings, LLC  
 Howard County Hospital Foundation  
 HTI Memorial Hospital Corporation  
 Hudson Hospital & Clinic  
 Huntsville Memorial Hospital  
 Hutchinson Health  
 Hutchinson Health Hospital  
 I-70 Community Hospital  
 Illini Community Hospital  
 Indian Path Medical Center  
 Infirmary Health Hospitals, Inc.  
 Infirmary LTAC (Long Term Acute Care) Hospital  
 Integris Health - Baptist Medical Center  
 Integris Health - Bass Baptist Hospital  
 Integris Health - Canadian Valley Hospital  
 Integris Health - Edmond  
 Integris Health - Lakeside Women's Hospital  
 Integris Health - MC Portland Ave.  
 Integris Health - Miami Hospital  
 Integris Health - Southwest Medical Center



Integris Health, Inc  
 Integris Health - Grove Hospital  
 Integris ProHealth, Inc.  
 Interfaith Medical Center  
 J.W. Ruby Memorial Hospital  
 Jackson County Hospital District  
 Jackson Hospital  
 Jackson Hospital Corporation d/b/a  
 Kentucky River Medical Center  
 Jackson Medical Center  
 Jacksonville Hospital, LLC  
 Jamaica Hospital Medical Center  
 James and Connie Maynard Children's  
 Hospital  
 Jay Hospital Inc. (FL)  
 Jefferson Davis Community Hospital  
 Jefferson Medical Center (Charles Town  
 General Hospital)  
 Jennie Stuart Medical Center, Inc.  
 JFK Medical Center  
 JFK Medical Center - North Campus  
 John F. Kennedy Memorial Hospital  
 John R. Oishei Children's Hospital  
 John Randolph Medical Center  
 Johns Hopkins Health System Corp.  
 Johnson County Community Hospital  
 Johnston Memorial Hospital, Inc.  
 Jones Memorial Hospital  
 Kendall Regional Medical Center  
 Kenmore Mercy Hospital (NY)  
 Kentucky Hospital, LLC  
 Kingman Regional Medical Center  
 Kingsbrook Jewish Medical Center  
 Kosciusko Community Hospital  
 La Porte Hospital  
 Lafayette General Health System, Inc.  
 Lafayette Regional Health Center  
 Lake City Medical Center  
 Lake Cumberland Regional Hospital, LLC  
 Granbury Hospital Corporation d/b/a Lake  
 Granbury Medical Center  
 Lake Hospital System, Inc.  
 Lake Norman Regional Medical Center  
 Lakes Regional Healthcare  
 Lakeview Hospital (MN)  
 Lakeview Hospital (UT)

Lakeview Memorial Hospital Association,  
 Inc.  
 Lakeview Regional Medical Center  
 Lakeway Regional Hospital  
 Lakewood Ranch Medical Center  
 Lakewood Regional Medical Center  
 Landmann-Jungman Memorial Hospital  
 Corporation  
 Landmann-Jungman Memorial Hospital  
 Avera  
 Laredo Texas Hospital Company, L.P. d/b/a  
 Laredo Medical Center  
 Largo Medical Center  
 Larkin Community Hospital Behavioral  
 Health Services, Inc.  
 Larkin Community Hospital Palm Springs  
 Campus  
 Larkin Community Hospital South Miami  
 Las Palmas Del Sol Healthcare  
 Lawnwood Regional Medical Center  
 Lawrence County Hospital  
 Lea Regional Medical Center  
 Lee Memorial Health System, d/b/a Lee  
 Health  
 Lee's Summit Medical Center  
 Leesburg Regional Medical Center  
 Lester E. Cox Medical Center d/b/a Cox  
 Medical Centers  
 LewisGale Hospital Alleghany  
 LewisGale Hospital Montgomery  
 LewisGale Hospital Pulaski  
 LewisGale Medical Center  
 Lexington Medical Center  
 Liberty Regional Medical Center  
 LifeBrite Community Hospital of Early  
 LifeBrite Community Hospital of Stokes  
 Livingston Regional Hospital, LLC  
 Logan General Hospital, LLC  
 Logan Memorial Hospital, LLC  
 Lone Peak Hospital  
 Longview Regional Medical Center  
 Loretto Hospital of Chicago  
 Los Alamitos Medical Center  
 Los Robles Hospital & Medical Center  
 Lourdes Hospital, LLC  
 Lovelace Health System, Inc.

Lower Keys Medical Center  
 Lutheran Health Network The Orthopedic  
 Hospital  
 Lutheran Hospital  
 Lutheran Rehabilitation Hospital (or  
 Rehabilitation Hospital of Fort Wayne)  
 MacNeal Hospital  
 Mad River Community Hospital  
 Magnolia Regional Health Center (MRHC)  
 Manatee Memorial Hospital, L.P.  
 Marion Community Hospital, Inc.  
 Marion General Hospital  
 Marshall County Healthcare Center Avera  
 Marshall Medical Centers (Tennessee)  
 Mary Black Health System - Gaffney  
 (Selling)  
 Mary Breckinridge ARH Hospital  
 Mary Immaculate Hospital, Inc.  
 Maryview Hospital  
 Mason Hospital District, Mason County, IL  
 Massena Hospital  
 Mat-Su Regional Medical Center  
 Maverick County Hospital District, Texas  
 McDowell ARH Hospital  
 McKenzie Tennessee Hospital Company,  
 LLC d/b/a McKenzie Regional Hospital  
 McKenzie Willamette Regional Medical  
 Center Associates, LLC d/b/a McKenzie-  
 Willamette Medical Center  
 Meadowview Regional Medical Center,  
 LLC  
 Meadville Medical Center  
 MedCenter High Point  
 MedCenter Kernersville  
 MedCenter Mebane  
 Medical Center Enterprise  
 Medical Center of Deltona, Inc.  
 Medical Center of South Arkansas  
 Medical Center of Trinity  
 Medical City Alliance  
 Medical City Arlington  
 Medical City Children's Hospital  
 Medical City Dallas  
 Medical City Denton  
 Medical City Fort Worth  
 Medical City Frisco

Medical City Green Oaks  
 Medical City Las Colinas  
 Medical City Lewisville  
 Medical City McKinney  
 Medical City North Hills  
 Medical City Plano  
 Medical City Weatherford  
 Memorial Health University Medical Center  
 Memorial Hermann Surgical Hospital First  
 Colony  
 Memorial Hermann Surgical Hospital  
 Kingwood  
 Memorial Hospital  
 Memorial Hospital - Gulfport  
 Memorial Hospital Jacksonville  
 Memorial Hospital Los Banos  
 Memorial Hospital of Tampa  
 Memorial Medical Center  
 Memorial Satilla Health  
 Mennonite General Hospital, Inc.  
 Menorah Medical Center  
 Mercy Hospital - Miami  
 Mercy Hospital of Buffalo (NY)  
 Mercy Medical Center, Inc.  
 Mercy Medical (IL)  
 Merit Health Biloxi  
 Merit Health Central  
 Merit Health Madison  
 Merit Health Rankin  
 Merit Health Woman's Hospital  
 Methodist Children's Hospital  
 Methodist Healthcare System of San  
 Antonio, Ltd., L.L.P.  
 Methodist Heart Hospital  
 Methodist Hospital  
 Methodist Hospital | Ambulatory Surgery  
 Methodist Hospital | Metropolitan  
 Methodist Hospital | Northeast  
 Methodist Hospital | South  
 Methodist Hospital | Specialty and  
 Transplant  
 Methodist Hospital | Stone Oak  
 Methodist Hospital | Texusan  
 MetroWest Medical Center - Framingham  
 Union Hospital



MetroWest Medical Center - Leonard Morse Hospital  
 Mexia Principal Healthcare Limited Partnership  
 Meyer Orthopedic & Rehabilitation Hospital  
 Middlesboro ARH Hospital  
 Middlesex Health System, Inc.  
 Milbank Area Health Care  
 Millard Fillmore Suburban Hospital  
 Mills-Peninsula Medical Center  
 Mission Hospital  
 Mission Hospital McDowell  
 Mission Trail Baptist Hospital  
 Mitchell County Hospital  
 Mizell Memorial Hospital  
 MMC of Nevada, LLC d/b/a Mesa View Regional Hospital  
 Moberly Regional Medical Center  
 Mobile Infirmary Medical Center  
 Mobridge Regional Hospital  
 Moncks Corner Medical Center  
 Monongalia County General Hospital Company  
 Monroe HMA LLC d/b/a Clearview Regional Medical Center  
 Montclair Hospital, LLC  
 Montefiore St. Luke's Cornwall  
 Morgan County ARH Hospital  
 Morton Plant Hospital Association, Inc.  
 Mosaic Life Care  
 Mosaic Medical Center - Albany  
 Mosaic Medical Center - Maryville  
 Moses Taylor Hospital  
 Mount Sinai Hospital and St. Luke's-Roosevelt Hospital Center (Mount Sinai)  
 Mount St. Mary's Hospital of Niagara Falls (NY)  
 Mountain Lakes Medical Center  
 Mountain States Health Alliance f/k/a Johnson City Medical Center Hospital, Inc. (TN)  
 Mountain View Hospital - Payson  
 Mountain View Regional Medical Center  
 Mountain View Hospital  
 MS Baptist Medical Center  
 Nacogdoches Medical Center

Naples Community Hospital, Inc.  
 Nason Medical Center, LLC  
 Natchez Hospital Company, LLC  
 Navarro Regional Hospital  
 NCH Healthcare System, Inc.  
 Newark-Wayne Community Hospital  
 Niagara Falls Memorial Medical Center  
 Niswonger Children's Hospital  
 North Arkansas Regional Medical Center  
 North Baldwin Infirmary  
 North Broward Hospital District d/b/a Broward Health  
 North Central Baptist Hospital  
 North Central Surgical Center, LLP  
 North Florida Regional Medical Center  
 North Mississippi Medical Center - Eupora  
 North Mississippi Medical Center - Hamilton  
 North Mississippi Medical Center - Iuka  
 North Mississippi Medical Center - Pontotoc  
 North Mississippi Medical Center - Tupelo  
 North Mississippi Medical Center - West Point  
 North Oaks Medical Center, LLC  
 North Okaloosa Medical Center  
 North Shore Medical Center  
 North Suburban Medical Center  
 North Sunflower Medical Center  
 Northeast Baptist Hospital  
 Northeast Regional Medical Center  
 Northern Light A.R. Gould Hospital  
 Northern Light Blue Hill Hospital  
 Northern Light CA Dean Hospital  
 Northern Light Eastern Maine Medical Center  
 Northern Light Inland Hospital  
 Northern Light Maine Coast Hospital  
 Northern Light Mayo Hospital  
 Northern Light Mercy Hospital  
 Northern Light Seabrook Valley Hospital  
 Northern Louisiana Medical Center  
 Northern Nevada Medical Center  
 Northside Hospital  
 Northwell Health  
 Northwest Health Physicians' Specialty Hospital

Northwest Medical Center (AZ)  
 Northwest Medical Center (FL)  
 Northwest Medical Center - Bentonville  
 Northwest Medical Center - Springdale  
 Northwest Medical Center – Willow Creek  
 Women’s Hospital  
 Northwest MS Medical Center  
 Northwest Texas Healthcare System  
 Norton Audubon Hospital  
 Norton Brownsboro Hospital  
 Norton Children’s Hospital  
 Norton Community Hospital  
 Norton Hospital  
 Norton Women’s and Children’s Hospital  
 Novato Community Hospital  
 Noyes Memorial Hospital  
 Oak Hill Hospital  
 Ocala Regional Medical Center  
 Ocean Springs Hospital  
 Ochsner Bayou, LLC d/b/a Ochsner St.  
 Anne General Hospital  
 Ochsner Clinic Foundation  
 Ochsner Medical Center - Hancock, LLC  
 Ochsner Medical Center - Kenner, LLC  
 Ochsner Medical Center - Northshore, LLC  
 Ogden Regional Medical Center  
 Ohio Valley Medical Center  
 Oklahoma Center for Orthopaedic & Multi-Specialty Surgery  
 Olean General Hospital (NY)  
 Olympia Medical Center  
 Orange Park Medical Center  
 Oro Valley Hospital, LLC  
 Orthopedic and Spine Inpatient Surgical (Oasis) Hospital  
 Osceola Regional Health Center  
 Osceola Regional Medical Center  
 Oswego Community Hospital  
 OU Medicine, Inc.  
 Our Lady of Lourdes Regional Medical Center, Inc.  
 Our Lady of the Angels Hospital, Inc.  
 Our Lady of the Lake Hospital, Inc.  
 Overland Park Regional Medical Center  
 Oviedo Medical Center

Owensboro Health Twin Lakes Medical Center  
 Owensboro Health, Inc.  
 Paintsville Hospital Company, LLC d/b/a  
 Paul B. Hall Regional Medical Center  
 Palestine Principal Healthcare Limited Partnership  
 Palm Bay Hospital  
 Palm Beach Gardens Medical Center  
 Palmdale Regional Medical Center  
 Palmetto General Hospital  
 Palms of Pasadena  
 Palms West Hospital  
 Park Nicollet Methodist Hospital  
 Parkland Medical Center  
 Parkridge East Hospital  
 Parkridge Medical Center  
 Parkridge Valley Hospital  
 Parkridge West Hospital  
 Pascack Valley Hospital, LLC  
 Pascagoula Hospital  
 Patients’ Choice Medical Center of Claiborne  
 Patients’ Choice Medical Center of Erin  
 Patients’ Choice Medical Center of Humphreys County LLC  
 Pearl River County Hospital  
 PHC-Cleveland, Inc.  
 PHC-Elko, Inc.  
 PHC-Fort Mohave, Inc.  
 PHC-Fort Morgan, Inc.  
 PHC-Los Alamos, Inc.  
 Phelps Health Hospital  
 Phillips Hospital Company, LLC d/b/a  
 Helena Regional Medical Center  
 Physicians Regional - Collier Boulevard  
 Physicians Regional - Pine Ridge  
 Physicians Surgical Hospitals, LLC  
 Piedmont Athens Regional Medical Center  
 Piedmont Atlanta Hospital  
 Piedmont Columbus Regional - Midtown Campus  
 Piedmont Columbus Regional - Northside  
 Piedmont Fayette Hospital  
 Piedmont Henry Hospital  
 Piedmont Medical Center

Piedmont Mountainside  
 Piedmont Newnan Hospital  
 Piedmont Newton Hospital  
 Piedmont Rockdale Hospital  
 Piedmont Walton  
 Pikeville Medical Center, Inc.  
 PineLake Regional Hospital, LLC  
 Pipestone County Medical Center  
 Pittsburg Hospital, LLC  
 Placentia - Linda Hospital  
 Plantation General Hospital  
 Plateau Medical Center  
 Pocatello Hospital, LLC  
 Poinciana Medical Center  
 Poplar Bluff Regional Medical Center - Oak  
 Grove  
 Portage Hospital, LLC  
 Porter Regional Hospital  
 Portsmouth Regional Hospital  
 Potomac Valley Hospital  
 Prague Community Hospital  
 Presbyterian/St. Luke's Medical Center  
 Preston Memorial Hospital  
 Preston Memorial Hospital Corporation  
 PRHC-Ennis, L.P.  
 Princeton Baptist Medical Center  
 Princeton Community Hospital Association,  
 Inc.  
 Progressive Medical Management of  
 Batesville  
 ProMedica Health System, Inc.  
 Providence Hospital, LLC  
 Providence St. Joseph's Health  
 Putnam Community Medical Center  
 Quitman County Hospital  
 Quitman Hospital, LLC  
 Raleigh General Hospital, LLC  
 Rapides Regional Medical Center  
 Raulerson Hospital  
 Rawlins County Health Center  
 RCCH Trios Health, LLC  
 RCHP Billings-Missoula, LLC  
 RCHP-Florence, LLC  
 RCHP-Ottumwa, LLC  
 RCHP-Sierra Vista, Inc.  
 RCHP-Wilmington, LLC

Redfield Community Memorial Hospital and  
 Clinic Foundation, Inc.  
 Redmond Regional Medical Center  
 Regional Hospital of Scranton  
 Regional Medical Center Bayonet Point  
 Regional Medical Center of San Jose  
 Regional One Medical Center  
 Regions Hospital  
 Rehabilitation Hospital, LLC  
 Research Medical Center  
 Resolute Health Hospital  
 Reston Hospital Center  
 Retreat Doctors' Hospital  
 Reynolds Memorial Hospital  
 RHN Clark Memorial Hospital, LLC  
 RHN Scott Memorial Hospital, LLC  
 Riceland Medical Center  
 Rio Grande Regional Hospital Main  
 Campus  
 River Oaks Hospital, LLC  
 Riverside Community Hospital  
 Riverside Doctors Hospital Williamsburg  
 Riverside Regional Medical Center  
 Riverside Shore Memorial Hospital  
 Riverside Tappahannock Hospital  
 Riverside Walter Reed Hospital  
 Riverton Memorial Hospital, LLC  
 Riverview Medical Center, LLC  
 Rocky Mountain Hospital for Children  
 Rose Medical Center  
 Rush Health Systems, Inc.  
 Russell County Medical Center  
 Russellville Holdings, LLC  
 Russellville Hospital  
 Sabine Medical Center  
 Sacred Heart Health Services  
 Sage LTAC, LLC  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Covington  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Edgewood  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Florence  
 Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Fort Thomas

Saint Elizabeth Medical Center, Inc. - St.  
 Elizabeth Grant  
 Saint Francis Health System Inc.  
 Saint Francis Hospital - Bartlett, Inc. f/k/a  
 Tenet Health System Bartlett, Inc.  
 Saint Francis Hospital - Memphis  
 Saint Francis Hospital Muskogee, Inc.  
 Saint Francis Hospital South, LLC  
 Saint Francis Hospital Vinita, Inc.  
 Saint Francis Hospital, Inc.  
 Saint Francis Medical Center  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health - Berea  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health East  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health Hospital  
 Saint Joseph Health System, Inc. - CHI  
 Saint Joseph Health London  
 Saint Vincent Hospital  
 Saline Hospital, LLC  
 Samaritan Medical Center  
 San Angelo Hospital, L.P. d/b/a San Angelo  
 Community Medical Center  
 San Antonio Regional Hospital  
 San Miguel Hospital Corporation  
 San Miguel Hospital Corporation d/b/a  
 AltaVista Regional Hospital  
 San Ramon Regional Medical Center  
 Sanford Aberdeen Medical Center  
 Sanford Bagley Medical Center  
 Sanford Bemidji Medical Center  
 Sanford Bismarck  
 Sanford Bismarck Medical Center  
 Sanford Broadway Medical Center  
 Sanford Canby Medical Center  
 Sanford Canton-Inwood Medical Center  
 Sanford Chamberlain Medical Center  
 Sanford Clear Lake Medical Center  
 Sanford Health  
 Sanford Health Network  
 Sanford Health Network North  
 Sanford Hillsboro Medical Center  
 Sanford Jackson Medical Center  
 Sanford Luverne Medical Center  
 Sanford Mayville Medical Center

Sanford Medical Center  
 Sanford Medical Center Fargo  
 Sanford Medical Center Thief River Falls  
 Sanford Sheldon Medical Center  
 Sanford South University Medical Center  
 Sanford Tracy Medical Center  
 Sanford USD Medical Center Sioux Falls  
 Sanford Vermillion Medical Center  
 Sanford Webster Medical Center  
 Sanford Westbrook Medical Center  
 Sanford Wheaton Medical Center  
 Sanford Worthington Medical Center  
 Santa Rosa Medical Center  
 Sarasota County Public Hospital District  
 d/b/a Memorial Healthcare System, Inc.  
 Sarasota Memorial Hospital  
 Saratoga Hospital  
 Sharkey-Issaquena Community Hospital  
 Shelby Baptist Medical Center  
 Sierra Vista Regional Medical Center  
 Siloam Springs Regional Hospital  
 Singing River Health System  
 Sioux Center Health Avera  
 Sisters of Charity Hospital - St. Joseph  
 Campus  
 Sisters of Charity Hospital of Buffalo, New  
 York  
 Sky Ridge Medical Center  
 Slidell Memorial Hospital  
 Smyth County Community Hospital  
 Solano Medical Center  
 Foley Hospital Corporation d/b/a South  
 Baldwin Regional Medical Center  
 South Bay Hospital  
 South Broward Hospital District d/b/a  
 Memorial Healthcare System  
 South Central Regional Medical Center  
 South Florida Baptist Hospital, Inc.  
 South Shore Hospital  
 South Sunflower County Hospital  
 South Texas Health System Children's  
 South Texas Health System Edinburg  
 South Texas Health System Heart  
 South Texas Health System McAllen  
 Southampton Memorial Hospital  
 Southern Hills Hospital & Medical Center

Southern Surgical Hospital  
 Southern Tennessee Medical Center, LLC  
 Southern Virginia Regional Medical Center  
 Southside Regional Medical Center  
 Southwest Healthcare System - Inland  
 Valley Medical Center Campus  
 Southwest Healthcare System - Rancho  
 Springs Medical Center Campus  
 Southwest Mississippi Regional Medical  
 Center  
 Southwestern Illinois Health Facilities, Inc  
 Southwestern Medical Center, LLC  
 Spalding Rehabilitation Hospital  
 Sparks Medical Center - Van Buren  
 Sparks Regional Medical Center  
 Spence and Becky Wilson Baptist  
 Children's Hospital  
 Spotsylvania Regional Medical Center  
 Spring Valley Hospital Medical Center  
 Spring View Hospital, LLC  
 Springs Memorial Hospital  
 St. Anthony's Hospital, Inc.  
 St. Barnabas Health System Bronx NY  
 St. Benedict Health Center  
 St. Claire Medical Pavilion  
 St. Claire Regional Medical Center  
 St. Cloud Hospital  
 St. David's Children's Hospital  
 St. David's Georgetown Hospital  
 St. David's Healthcare Partnership, L.P.,  
 LLP  
 St. David's Medical Center  
 St. David's North Austin Medical Center  
 St. David's Round Rock Medical Center  
 St. David's South Austin Medical Center  
 St. Dominic-Jackson Memorial Hospital  
 St. Francis Health, LLC  
 St. Francis Hospital, Inc.  
 St. Francis Medical Center, Inc.  
 St. James Hospital  
 St. John's Riverside Hospital (NY)  
 St. Joseph Hospital  
 St. Joseph Hospital of Cheektowaga, New  
 York  
 St. Joseph's Hospital of Buckhannon, Inc.  
 St. Joseph's Hospital, Inc.

St. Joseph's/Candler Health System, Inc.  
 St. Lucie Medical Center  
 St. Luke's Baptist Hospital  
 St. Luke's Cornwall Hospital (Cornwall  
 Campus)  
 St. Mark's Hospital  
 St. Mary's Medical Center  
 St. Mary's Regional Medical Center  
 St. Michael's Hospital Avera  
 St. Petersburg General Hospital  
 St. Rose Hospital  
 St. Tammany Parish Hospital Service  
 District No. 1, d/b/a St. Tammany Health  
 Systems  
 St. Vincent Charity Medical Center (&  
 Rosary Hall)  
 Starke Hospital  
 StoneSprings Hospital Center  
 Stonewall Jackson Memorial Hospital  
 Company  
 Strong Memorial Hospital (Includes  
 Golisano Children's Hospital)  
 Summerlin Hospital Medical Center  
 Summers County ARH Hospital  
 Summerville Medical Center  
 Sumner County Hospital District No. 1  
 Sumner Regional Medical Center, LLC  
 Sunrise Children's Hospital  
 Sunrise Hospital & Medical Center  
 Surgical Institute of Reading  
 Sutter Amador Hospital  
 Sutter Auburn Faith Hospital  
 Sutter Coast Hospital  
 Sutter Davis Hospital  
 Sutter Delta Medical Center  
 Sutter Lakeside Hospital  
 Sutter Maternity and Surgery Center of  
 Santa Cruz  
 Sutter Medical Center, Sacramento  
 Sutter Roseville Medical Center  
 Sutter Santa Rosa Regional Hospital  
 Sutter Surgical Hospital - North Valley  
 Sutter Tracy Community Hospital  
 Swedish Medical Center  
 Sycamore Shoals Hospital  
 T.J. Samson Community Hospital

Takoma Regional Hospital, Inc. f/k/a  
 Takoma Hospital, Inc.  
 Tampa Community Hospital, A Campus of  
 Memorial Hospital of Tampa  
 Tampa General Hospital  
 Taylor County Hospital District Health  
 Facilities Corporation  
 Taylor Regional Hospital, Inc.  
 Temecula Valley Hospital  
 Tennova Healthcare - Clarksville  
 Tennova Healthcare - Harton Regional  
 Medical Center  
 Tennova Healthcare - Jefferson Memorial  
 Hospital  
 Tennova Healthcare - LaFollette Medical  
 Center  
 Tennova Healthcare - Lebanon d/b/a  
 University Medical Center (Selling)  
 Tennova Healthcare - Newport Medical  
 Center  
 Tennova Healthcare - North Knoxville  
 Medical Center  
 Tennova Healthcare - Physicians Regional  
 Medical Center (closed)  
 Tennova Healthcare - Turkey Creek Medical  
 Center  
 Terre Haute Regional Hospital  
 Texas Orthopedic Hospital  
 Texas Spine and Joint Hospital, LLC  
 Texoma Medical Center  
 The Blount County Health Care Authority  
 The Brooklyn Hospital Center  
 The Charles Town General Hospital  
 The Children's Hospital at TriStar  
 Centennial  
 The Harrison Memorial Hospital, Inc. d/b/a  
 Harrison Memorial Hospital  
 The Healthcare Authority of Winfield,  
 Alabama  
 The Hospitals of Providence East Campus  
 The Hospitals of Providence Memorial  
 Campus  
 The Hospitals of Providence Sierra Campus  
 The Hospitals of Providence Transmountain  
 Campus  
 The Medical Center at Caverna

The Medical Center At Clinton County, Inc.  
 (KY)  
 The Medical Center at Franklin, Inc.  
 The Medical Center at Scottsville  
 The Medical Center of Aurora  
 The Memorial Hospital of Salem County  
 The MetroHealth System  
 The Moses H. Cone Memorial Hospital  
 The Orthopedic Hospital at Parkview North,  
 LLC  
 The Outer Banks Hospital, Inc.  
 The Rochester General Hospital  
 The Saint Cloud Hospital  
 The Unity Hospital of Rochester  
 The Villages Regional Hospital  
 The West Virginia Health Care Cooperative,  
 Inc.  
 The Women's Hospital of Texas  
 Thomas Hospital  
 Thomas Memorial Hospital  
 Thomas W. Waldrep Jr., Chapter 7 Trustee  
 for CAH Acquisition Company 6, LLC  
 Thomas W. Waldrep Jr., Trustee of the  
 Litigation Trust of CAH Acquisition  
 Company  
 Timpanogos Regional Hospital  
 Tippah County Hospital  
 Titusville Area Hospital  
 Tooele Hospital Corporation d/b/a Mountain  
 West Medical Center  
 Topeka Hospital, LLC  
 TOPS Surgical Specialty Hospital  
 TPG Hospital, LLC (DBA Northwest  
 Surgical Hospital)  
 Transylvania Regional Hospital  
 Trident Medical Center  
 TriStar Ashland City Medical Center  
 TriStar Centennial Medical Center  
 TriStar Centennial Parthenon Pavilion  
 TriStar Greenview Regional Hospital  
 TriStar Hendersonville Medical Center  
 TriStar Horizon Medical Center  
 TriStar Skyline Madison Campus  
 TriStar Skyline Medical Center  
 TriStar Southern Hills Medical Center  
 TriStar StoneCrest Medical Center



TriStar Summit Medical Center  
 Trousdale Medical Center, LLC  
 Troy Hospital Healthcare Authority  
 Trustees of Mease Hospital, Inc  
 Tucson Medical Center  
 Tug Valley ARH Regional Medical Center  
 Tulane Lakeside Hospital  
 Tulane Medical Center  
 Twin Cities Community Hospital  
 Twin Cities Hospital  
 Twin Rivers Regional Medical Center  
 Tyler Memorial Hospital  
 Tyler Regional Hospital, LLC  
 UHS of Oklahoma, LLC  
 UMMC Main  
 UMMC North  
 UMMC Premier  
 UMMC Sugarland  
 Unicoi County Hospital  
 United Hospital Center  
 United Hospital Center, Inc.  
 United Memorial Medical Center  
 Unity Health - Harris Medical Center  
 Unity Health - Searcy Medical Center  
 Unity Health - White County Medical Center  
 University Healthcare System L.C.  
 University Hospital  
 University Hospital & Medical Center  
 University Hospital McDuffie  
 University of Tennessee Medical Center  
 Valley Baptist Medical Center  
 Valley Baptist Medical Center - Brownsville  
 Valley Health System, LLC d/b/a Valley  
 Hospital Medical Center, Inc.  
 Valley Regional Medical Center  
 Vanderbilt University Medical Center  
 Vaughan Regional Medical Center, LLC  
 VHS Acquisition Subsidiary Number 1, Inc.  
 VHS Acquisition Subsidiary Number 9, Inc.  
 Vicksburg Healthcare, LLC  
 Vidant Beaufort Hospital  
 Vidant Bertie Hospital  
 Vidant Chowan Hospital  
 Vidant Duplin Hospital  
 Vidant Edgecombe Hospital

Vidant Medical Center  
 Vidant North Hospital  
 Vidant Roanoke-Chowan Hospital  
 Viera Hospital  
 Wagner Community Memorial Hospital  
 Walker Baptist Medical Center  
 Walthall General Hospital  
 Washington County Hospital  
 Watertown Medical Center, LLC  
 Wayne County General Hospital (MS)  
 Webster County Memorial Hospital  
 Webster Memorial Hospital  
 Weirton Medical Center (WMC)  
 Weirton Medical Center, Inc.  
 Weiss Memorial Hospital  
 Wellington Regional Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Bristol Regional  
 Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Hancock County  
 Hospital  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Holston Valley  
 Medical Center  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Lonesome Pine  
 Hospital  
 Wellmont Health System f/k/a  
 BRMC/HVHMC, Inc. - Mountain View  
 Regional Medical Center  
 Wesley Children's Hospital  
 Wesley Health System, LLC  
 Wesley Long Hospital  
 Wesley Medical Center  
 Wesley Woodlawn Hospital & ER  
 West Boca Medical Center Inc.  
 West Florida Hospital  
 West Hills Hospital & Medical Center  
 West Marion Community Hospital  
 West Suburban Medical Center  
 West Valley Medical Center  
 West Virginia University Hospitals Inc.

Bullhead City Hospital Corporation d/b/a  
 Western Arizona Regional Medical Center  
 Western Reserve Hospital, LLC  
 Westfields Hospital & Clinic  
 Westlake Hospital  
 Westside Regional Medical Center  
 Wetzel County Hospital Inc.  
 Wheeling Hospital  
 White River Medical Center  
 Whitesburg ARH Hospital  
 Wilkes-Barre General Hospital  
 Willamette Valley Medical Center, LLC  
 William Newton Memorial Hospital  
 Williamston Hospital Corporation d/b/a  
 Martin General Hospital  
 Willow Creek Women's Hospital  
 Wilson N. Jones Regional Medical Center  
 Winston Medical Center  
 Winter Haven Hospital, Inc  
 Woman's Hospital  
 Woodford Hospital, LLC  
 Piney Woods Healthcare System, L.P. d/b/a  
 Woodland Heights Medical Center  
 Woodridge Hospital  
 WVU Medicine Children's  
 Wythe County Community Hospital, LLC  
 Yale New Haven Health Services  
 Corporation  
 Yalobusha County, MS General Hospital  
 Yuma Regional Medical Center

Baptist Medical Center – Attala, LLC  
 Baptist Medical Center – Yazoo, Inc.  
 Baptist Medical Center-Leake, Inc.  
 Baptist Womens Health Center, LLC d/b/a  
 Saint Thomas Hospital for Specialty Surgery  
 Central Florida Health  
 Clay County Medical Corporation  
 Danville Regional Medical Center, LLC  
 DCH Healthcare Authority d/b/a DCH  
 Regional Medical Center  
 DCH Healthcare Authority d/b/a Northport  
 Medical Center  
 Escambia County Alabama Community  
 Hospitals, Inc. d/b/a D.W. McMillan  
 Memorial Hospital

Geneva County Health Care Authority d/b/a  
 Wiregrass Medical Center  
 Greene County Hospital Board d/b/a Greene  
 County Hospital  
 Hospital Development of West Phoenix, Inc.  
 d/b/a Abrazo West Campus  
 Infirmary Health Hospitals, Inc. d/b/a  
 Atmore Community Hospital  
 Infirmary Health Hospitals, Inc. d/b/a  
 Mobile Infirmary  
 Kaleida Health  
 Lakeland Community Hospital, Inc. d/b/a  
 Lakeland Community Hospital  
 Lebanon HMA, LLC f/k/a Lebanon HMA,  
 Inc. d/b/a Tennova Healthcare – Lebanon  
 Lexington Hospital Corporation d/b/a  
 Henderson County Community Hospital  
 Marion Regional Medical Center, Inc.  
 Massac Memorial, LLC d/b/a Massac  
 Memorial Hospital  
 Medical West Hospital Authority d/b/a  
 Medical West  
 Mississippi Baptist Medical Center, Inc.  
 Monroe County Healthcare Authority, d/b/a  
 Monroe County Hospital  
 Monroe County Hospital  
 Mountain States Health Alliance f/k/a  
 Johnson City Medical Center Hospital, Inc.  
 d/b/a Indian Path Community Hospital  
 Mountain States Health Alliance f/k/a  
 Johnson City Medical Center Hospital, Inc.  
 d/b/a Russell County Hospital  
 North Mississippi Medical Center, Inc.  
 Northwest Arkansas Hospitals, LLC d/b/a  
 Northwest Medical Center – Willow Creek  
 Women's Hospital  
 Oak Hill Hospital Corporation d/b/a Plateau  
 Medical Center  
 Orthopedic and Surgical Specialty  
 Company, LLC d/b/a Arizona Specialty  
 Hospital  
 Plaintiff VHS of Arrowhead, Inc. d/b/a  
 Abrazo Central Campus  
 Pontotoc Health Services. Inc.  
 Saint Elizabeth Medical Center, Inc. d/b/a  
 St. Elizabeth Healthcare ("SEH")



Saint Elizabeth Medical Center, Inc. d/b/a  
St. Elizabeth Healthcare (“SEH”)  
St. Luke’s Cornwall Hospital d/b/a St.  
Luke’s Cornwall in Newburgh, New York  
and d/b/a St. Luke’s Cornwall in Cornwall,  
New York  
The Bibb County Healthcare Authority d/b/a  
Bibb Medical Center  
The Dale County Health Care Authority  
d/b/a Dale Medical Center  
The Health Care Authority of Clarke County  
d/b/a Grove Hill Memorial Hospital  
The Healthcare Authority for Baptist Health  
d/b/a Baptist Medical Center East  
The Healthcare Authority for Baptist Health  
d/b/a Baptist Medical Center South  
The Healthcare Authority for Baptist Health  
d/b/a Baptist Medical Center South  
The Healthcare Authority for Baptist Health  
d/b/a Prattville Baptist Hospital  
The Sylacauga Health Care Authority d/b/a  
Coosa Valley Medical Center  
The Tombigbee Health Care Authority d/b/a  
Brian W. Whitfield Memorial Hospital  
Tishomingo Health Services, Inc.  
Tulahoma HMA, LLC f/k/a Tulahoma  
HMA, Inc. d/b/a Tennova Healthcare –  
Harton  
Webster Health Services, Inc.  
White River Health System Inc. d/b/a White  
River Health System (WRHS)

**EXHIBIT B**

**List of Other Actions**

<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
Allegiance Specialty Hospital of Greenville, LLC et al. v. Abbvie, Inc., et al.	OH	Federal	NDOH	1:24-op-45006-DAP
Avera Gettysburg, et al. v Teva Pharmaceutical Industries, et al.	MN	State	MN, 4th Judicial District	27-cv-23-17610
Baptist Healthcare System, Inc. (KY), et al. v. ABDC, et al.	KY	Federal	NDOH	1:18-op-46058-DAP
Baptist Hospital et al. (FL) v. McKesson, et al.	FL	Federal	NDOH	1:18-op-45073-DAP
Bon Secours (KY) Health System, Inc., et al. v Purdue Pharma L.P., et al.	KY	Federal	NDOH	1:18-op-45819-DAP
Bon Secours (SC) Health System, Inc., et al. v. Purdue Pharma, LP, et al.	MD	Federal	NDOH	1:18-op-45821-DAP
Bon Secours (VA), Health System, et al. v. Purdue Pharma, LP, et al.	VA	Federal	NDOH	1:18-op-45820-DAP
Bowling Green-Warren County Community Hospital Corporation (KY), et al. v. Purdue Pharma L.P., et al.	KY	Federal	NDOH	1:20-op-45060-DAP
Clhg-Ruston, LLC v. ABDC, et al.	LA	Federal	NDOH	1:21-op-45040-DAP
Dallas County Hospital District (TX), et al. v. Amneal Pharmaceuticals, LLC, et al.	TX	State	TX, Dallas County	DC-19-18635
Drew Memorial Hospital (AR) v. Purdue Pharma L.P., et al.	AR	Federal	NDOH	1:18-op-45144-DAP
Eastern Maine Medical Center (ME), et al., v. Teva Pharmaceuticals USA, Inc., et al.	ME	State	ME, Cumberland County	CV-21-333
Erie County Medical Center Corporation (NY), et al. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	NDOH	1:21-op-45116-DAP
Fayetteville Arkansas Hospital Company, LLC (AR), et al. v. Amneal Pharmaceuticals, LLC, et al.	AR	State	AR, Washington County	72-cv-20-156
Florida Health Sciences Center, Inc. (FL), et al. v. Richard Sackler, et al.	FL	State	FL, Broward County	CACE19018882
Flushing Hospital Medical Center (NY) v. McKesson Corporation, et al.	NY	Federal	NDOH	1:19-op-45866-DAP
Fort Payne Hospital Corporation (AL), et al. v. McKesson Corporation, et al.	AL	State	AL, Conecuh County	21-CV-2021-900016
Gonzales (TX) Healthcare Systems v. McKesson Corporation, et al.	TX	Federal	NDOH	1:18-op-45867-DAP
Greenwood Leflore Hospital v. McKesson Corp. et al.	MS	Federal	NDOH	1:18-op-45551-DAP

<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
Jamaica Hospital Medical Center v. McKesson Corporation, et al.	NY	Federal	NDOH	1:19-op-45855-DAP
Kingman Hospital, Inc. (AZ), et al. v. Teva Pharmaceuticals USA, Inc., et al.	AZ	Federal	NDOH	1:21-op-45100-DAP
Lee Memorial Health System, d/b/a Lee Health (FL) v. Actavis LLC, et al.	FL	Federal	NDOH	1:21-op-45092-DAP
Lester E. Cox Medical Centers (MO), et al. v. Amneal Pharmaceuticals, LLC, et al.	MO	Federal	WDMO	6:22-cv-03192-MDH
Loretto Hospital of Chicago (IL) v. Purdue Pharma L.P., et al.	IL	Federal	NDOH	1:19-op-45455-DAP
Lovelace Health System, Inc. (NM) v. Purdue Pharma L.P., et al.	NM	Federal	NDOH	1:19-op-45458-DAP
Mennonite (PR), General Hospital, Inc., et al. v. Purdue Pharma L.P., et al.	PR	Federal	NDOH	1:19-op-45109-DAP
Mississippi Baptist Medical Center Inc. (MS), et al. v. Amneal Pharmaceuticals, LLC, et al.	MS	State	MS, Hinds County	1:20-cv-00291
North Mississippi Medical Center (MS), et al. v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45936-DAP
Paintsville Hospital Company, LLC (KY), et al. v. Amneal Pharmaceuticals, LLC, et al.	KY	Federal	NDOH	1:20-op-45293-DAP
Pearl River County Hospital (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:19-op-45659-DAP
Rosary Hall (OH), et al. v. Amerisourcebergen Drug Corporation, et al.	OH	Federal	NDOH	1:18-op-45610-DAP
Rush Health Systems (MS), Inc. v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45034-DAP
San Miguel Hospital Corporation v. Johnson & Johnson, et al.	NM	Federal	D.N.M.	1:23-cv-903-KWR
Sarasota Cty. Pub. Hosp. Dist. d/b/a Sarasota Mem. Healthcare Sys. v. Purdue Pharma L.P., et al.	FL	Federal	NDOH	1:18-op-46136-DAP
Sharkey-Issaquena Community Hospital (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45765-DAP
Singing River Health System (MS), et al. v. Nathan C. Grace, et al.	MS	Federal	NDOH	1:20-op-45127-DAP
South Central Regional Medical Center (MS) v. McKesson Corporation, et al.	MS	Federal	NDOH	1:18-op-45763-DAP
Southwest Mississippi Regional Medical Center (MS), et al. v. ABDC, et al.	AL	Federal	NDOH	1:17-op-45175-DAP
St. Elizabeth Medical Center (KY), et al. v. Amerisourcebergen Drug Corp., et al.	KY	Federal	NDOH	1:18-op-46046-DAP
St. John's Riverside Hospital (NY) v. McKesson Corporation, et al.	NY	Federal	NDOH	1:21-op-45063-DAP

<b>Case Caption</b>	<b>State</b>	<b>State/Federal</b>	<b>Jurisdiction</b>	<b>Docket Number</b>
St. Joseph's/Candler Health System, Inc. (GA) v. ABDC, et al.	GA	Federal	NDOH	1:20-op-45241-DAP
Takoma Regional Hospital (TN), et al. v. Purdue Pharma L.P., et al.	TN	Federal	NDOH	1:19-op-46165-DAP
Taylor Regional Hospital, Inc. (GA), v. AmerisourceBergen Drug Corp., et al.	GA	Federal	NDOH	1:18-op-46360-DAP
The DCH Health Care Authority (AL), et al. v. Purdue Pharma, L.P., et al.	AL	State	AL, Conecuh County	2019-cv-000007
Tucson Medical Center (AZ) v. Teva Pharmaceuticals USA, Inc., et al.	AZ	Federal	NDOH	1:22-op-45008-DAP
West Boca Medical Center (FL) v. ABDC, et al.	FL	Federal	NDOH	1:18-op-45530-DAP
West Virginia University Hospitals Inc., et al. v. Abbvie. Inc., et al.	OH	Federal	NDOH	1:24-op-45005-DAP
Winston Medical Center (MS) v. Purdue Pharma, L.P., et al.	MS	Federal	NDOH	1:18-op-45193-DAP

**EXHIBIT C**

**YOU MUST SUBMIT YOUR  
REGISTRATION FORM  
AND CLAIM FORM BY**

**<<DATE>>**

<<mail id>>

<<Name1>>

<<Name2>>

<<Rep>>

<<Biz>>

<<Address1>>

<<Address2>>

<<City>><<State>><<Zip>>

<<Foreign Country>>

<<Date>>

### **Submitting a Claim under the Acute Care Hospital Class Action Settlement Agreements**

To make a Claim for benefits under the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> reached in the litigation titled *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.) (the “Settlements”), a representative from your Acute Care Hospital must fill out the attached Registration Form and submit it via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) no later than [DATE]. Upon registration, a secure file transfer protocol (“SFTP”) link will be provided for you to submit the attached Claim Form and any supporting documentation. Claim Form and documentation submissions must be completed no later than [DATE]. Each Acute Care Hospital making a Claim must submit a separate Registration Form and Claim Form. You may obtain extra copies of all forms at [www.acutehospitalsettlement.com](http://www.acutehospitalsettlement.com). Your Allocated Amount for each Settlement will be determined in accordance with the attached Plan of Allocation.

**Deadline: If you do not complete and submit your Registration and Claim Forms by 5:00 p.m. Central Standard Time on [DATE], your Claim will be rejected and you will be precluded from receiving an Allocated Amount under the Acute Care Hospital Class Action Settlement Agreements. Do not send your Registration Form or Claim Form to the Court or to anyone other than the Notice and Claims Administrators.**

Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Acute Care Hospital Class Action Settlement Agreements in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.).

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], all of which are available at [www.acutehospitalsettlement.com](http://www.acutehospitalsettlement.com).

Class Members submitting Claims may be contacted by representatives of Class Counsel or the Notice and Claims Administrators for additional information regarding the Class Member's Claims.

A Class Member must do each of the following, according to the guidelines set forth below:

1. Complete the Registration Form electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com) and must be emailed to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com);

If the "Quick Pay" option is selected on the Registration Form in Section E, there is no further action needed unless directed by the Notice and Claims Administrators. If the "Quick Pay" option is **NOT** selected, a Class Member must complete the steps outlined in Items 3-6 below;

2. Once the Registration Form is received, the Notice and Claims Administrators will communicate instructions to you for accessing an SFTP;
3. Complete the Business Associate and Confidentiality Agreement (the "BAA") electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), and submit it via SFTP;
4. The Notice and Claims Administrators will provide you with an executed BAA via the SFTP to download for your records;
5. Complete the Claim Form, as applicable, electronically, which is a fillable PDF that can be downloaded from [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com); and
6. Submit the completed Claim Form with all supporting documents and information requested therein, along with the requisite claims data as described in Section F.8 of the Claim Form, via SFTP.

**PLEASE NOTE THAT THE BAA, CLAIM FORM, AND ACCOMPANYING CLAIMS DATA ABOVE SHALL NOT BE SUBMITTED VIA EMAIL.** Instead, by submitting the Registration Form described in Item 1 above, you will receive instructions for accessing an SFTP to which the BAA, the Claim Form, and accompanying requisite claims data must be submitted.

**IT IS IMPORTANT THAT YOU ANSWER ALL QUESTIONS FULLY AND ACCURATELY. FAILURE TO PROVIDE THE REQUESTED INFORMATION, DATA, AND/OR DOCUMENTATION BY THE DEADLINE WILL CAUSE YOUR CLAIM TO BE REJECTED AND YOUR ACUTE CARE HOSPITAL WILL BE PRECLUDED FROM RECEIVING AN ALLOCATED AMOUNT.**



## PLAN OF ALLOCATION

- A. The Notice and Claims Administrators (A.B. Data Group and Cherry Bekaert Advisory, LLC) shall utilize this Plan of Allocation for the determination of all Claims, including any Allocated Amount due to any Qualifying Class Member under the proprietary Acute Care Hospital Allocation Model and Algorithm (the “Model”). The Notice and Claims Administrators will consider the eligibility of a Class Member with respect to each Settlement Class separately.
- B. The Model is prepared and operated by Cherry Bekaert Advisory, LLC (formerly known as Legier & Company, apac) and is consistent with the algorithm developed in the Purdue Pharma bankruptcy proceedings (Case No. 19-23649), and utilized thereafter in the Mallinckrodt, plc (Case No. 20-12522) and Endo (Case No. 22-22549) bankruptcy proceedings. Cherry Bekaert Advisory, LLC retains all intellectual property rights in the Model.
- C. A.B. Data Group shall mail the Notice to Class Members no later than twenty-one (21) calendar days following the entry of the Preliminary Approval Order pursuant to the Notice Plan. Following the occurrence of the Effective Date for each Settlement, A.B. Data Group will be authorized to remit payment to Qualifying Class Members under this Plan of Allocation. Cherry Bekaert Advisory, LLC shall manage the Settlement website [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), shall issue SFTP links upon a Class Member timely submitting the Registration Form, and shall process all timely submissions for determining eligibility for an Allocated Amount under the Model.
- D. Any Qualifying Class Member may participate in the Quick Pay option by submitting via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) a completed Registration Form (1) agreeing to be bound by the terms of each of the four Acute Care Hospital Class Action Settlement Agreements and (2) accepting the terms of the Quick Pay option in this Plan of Allocation. The default Quick Pay Amount shall be \$5,000. However, if one or more Settlements is not approved, or if a Class Member is ineligible for one or more Settlements by reason of a prior release, then the Quick Pay Amount owed shall be reduced, proportionally, based upon a comparison of the Up-Front Settlement Amount contributed by the Settling Defendant(s) in the Settlement(s) at issue with the total Up-Front Settlement Amounts of the four Settlements. The Up-Front Settlement Amount is the amount in cash to be paid into escrow by the Settling Defendant under its Settlement Agreement by no later than thirty (30) days following the Effective Date of the Settlement Agreement. Following a determination of the Class Member’s eligibility to participate in each of the four Acute Care Hospital Class Action Settlement Agreements, Qualifying Class Members electing Quick Pay will be disbursed funds within forty-five (45) days of the Effective Date of the approved Settlements.
- E. A Class Member may elect to participate in the more detailed damages calculation using the Model, which may result in an Allocated Amount greater (but not less) than the Class Member’s Quick Pay Amount. This process requires the Class Member to establish through requisite claims data (see Claim Form Section F.8) that it has calculable damages under the Model. The rejection or denial of a claim under the Model will result in a Qualifying Class Member receiving their Quick Pay Amount after an eligibility determination is made.
- F. Under the Model, Cherry Bekaert Advisory, LLC shall determine the Allocated Amount distributable to each Qualifying Class Member who has not elected Quick Pay based on: (1) the diagnostic codes associated with operational charges incurred by the Qualifying Class Member in connection with the treatment of OUD patient encounters in (a) the Emergency

Department, (b) Inpatient settings, and (c) Outpatient settings;<sup>2</sup> (2) the portion of such charges that were not reimbursed; and (3) the following distribution determination factors and weights:<sup>3</sup>

<b>Factors</b>	<b>Weighting %</b>
MMEs	10%
OD Rates	10%
Opioid Deaths	5%
Operational Impact	35%
Opioid Patient %	15%
Litigation Participation	25%
<b>Total</b>	<b>100.00%</b>

The above factors are defined as follows:

1. Units of morphine milligram equivalents (“MMEs”) shipped into the Qualifying Class Member’s service area (“Service Area”) during the period of January 1, 2006 through December 31, 2014 (the “Measurement Period”);
2. Opioid use disorder rates (“OD Rates”) at the state level, prorated for each Qualifying Class Member;
3. Opioid overdose deaths in the Qualifying Class Member’s Service Area (“Opioid Deaths”);
4. Operational impact calculated using the Qualifying Class Member’s opioid diagnoses codes, and charge and reimbursement data (“Operational Impact”);
5. The Qualifying Class Member’s opioid related patients as a percentage of its total patients (“Opioid Patient %”);
6. Participation in active litigation against an Opioid Manufacturer and/or any Settling Defendant<sup>4</sup> (“Litigation Participation”) by commencing a civil action in a state or federal court and engaging in the following activities:<sup>5</sup>
  - (a) Hosting expert visits for the purpose of enabling the experts to engage with hospital personnel on the opioid epidemic at the hospital, and to review hospital policies, procedures, and programs regarding opioids;
  - (b) Producing claims data to the Settling Defendants;

<sup>2</sup> Refer to the Claim Form and instructions for the claims data details. Physician office visits and non-acute care visits should NOT be included in the data provided.

<sup>3</sup> The “Model” calculates a Qualifying Class Member’s loss resulting from its treatment of patients with OD and other opioid diagnoses in the emergency department and inpatient and outpatient settings, considering, among other things, the total charges and collections, including a causation algorithm applied to each patient encounter.

<sup>4</sup> The Settling Defendants means the Released Entities defined in each of the Acute Care Hospital Class Action Settlement Agreements.

<sup>5</sup> This participation factor is weighted at 25%, to be split equally amongst sub-factors (a)-(d).

- (c) Actively engaging in discovery by, e.g., responding to interrogatories and requests for production or admissions; supplying hospital financial documents, policies and procedures, custodial emails, and/or dispensing and discharge prescription data in response to requests by Settling Defendants or orders of a court; providing 30(b)(6) and/or fact witness testimony; propounding discovery to Settling Defendants; formally disclosing expert opinions consistent with federal and/or state court rules; or engaging in motion practice before a court and/or a special master; and
  - (d) Obtaining a court-ordered trial date.
- G. Qualifying Class Members shall be paid no more than ninety (90) days following the Effective Date of a Settlement Agreement for which the Qualifying Class Member has submitted a Claim, on a *pro rata* basis (up to the available amounts in the Net Settlement Funds) in a manner to be determined by Cherry Bekaert Advisory, LLC. Qualifying Class Members that submit a valid Claim will receive a payment of no less than what they would be entitled to receive from that Settlement under the “Quick Pay” option. A Qualifying Class Member will receive maximum payment if it submits a valid Claim for all four Settlements and the Effective Date for all four Settlements occurs.
- H. An Acute Care Hospital that previously received an allocation from the Chapter 11 Bankruptcy cases of Mallinckrodt, plc (Case No. 20-12522), and/or Endo (Case No. 22-22549) may direct the Notice and Claims Administrators (or their agents or representatives) to utilize in this claims process (to the extent applicable), the claims data, and/or information submitted in those claims processes.
- I. In order to encourage the development of innovative and effective hospital-led abatement programs, the Special Master, in consultation with the Notice and Claims Administrators, may elect to award up to \$3,000,000.00 of Net Settlement Funds to one non-profit Qualifying Class Member that maintains a formal abatement plan and OUD treatment program, in addition to any Allocated Amount that the non-profit Qualifying Class Member receives. A separate Notice will be sent alerting all Acute Care Hospitals of the process for making applications to receive these funds. The Special Master shall in his sole discretion award the funds.

**EXHIBIT D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA  
VISTA REGIONAL HOSPITAL,  
on behalf of itself and all others  
similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

**CLAIM REGISTRATION FORM / “QUICK PAY” ELECTION FORM**

## CLAIM REGISTRATION FORM / “QUICK PAY” ELECTION FORM

### Claim Registration Form / “Quick Pay” Election Form Deadline (the “Registration Form Deadline”): [INSERT DATE]

Please provide the following information to the Notice and Claims Administrators by completing this Claim Registration Form (the “Registration Form”) and emailing it to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) prior to completing the Claim Form. Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> (the “Settlement Agreements”) in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.), available on the settlement website at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). Each entity making a Claim (“Claimant”) must submit a separate Registration Form.

To be eligible to make a Claim, the Claimant must fall within one or more of the following categories:

- (1) Claimant is an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through the [date of entry of the Preliminary Approval Order], and is not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlement Agreements, Claimant must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) Claimant is listed on Exhibit A to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim; and/or
- (3) Claimant is one of the Plaintiffs in the Other Actions listed on Exhibit B to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim.

Exhibits A and B to each Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Settlement Class for that particular Settlement.<sup>2</sup> A Class Member may be eligible to make a Claim for one or more Settlements.

A Claimant is ineligible for recovery under a particular Settlement Agreement if any of its Released Claims were released in any other settlement with the Settling Defendant(s) that are party

---

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE] available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

<sup>2</sup> Inclusion of an entity on Exhibit A and/or as a Plaintiff in the Other Actions listed on Exhibit B to a particular Settlement does not determine whether that entity is eligible for any other Settlement.

to that Settlement Agreement.<sup>3</sup> A Claimant may be ineligible for recovery under one or more Settlement Agreement(s), but still be eligible for recovery under other Settlement Agreements if it meets the eligibility criteria for those other Settlement Agreements.

A Claimant that submits a Registration Form or Claim Form may be contacted by representatives of Class Counsel or by the Notice and Claims Administrators for additional information regarding the Class Member's claims.

The Claim Deadline is 5:00 p.m. Central Standard Time [DATE]. **HOWEVER, in advance of this Claim Deadline you must first submit this Registration Form by the Registration Form Deadline on [DATE] to allow sufficient time for submission of all other required documents and information required to process your Claim.** Your Claim will be rejected and you will be precluded from receiving an Allocated Amount by the Acute Care Hospital Class Action Settlement Agreements if this Registration Form is not received by the Registration Form Deadline. Do not send your Registration Form and Claim Form to the Court or to anyone other than the Notice and Claims Administrators.

A person who files a fraudulent claim on behalf of a Class Member may, at a minimum, be fined up to \$500,000.00, imprisoned for up to five years, or both, in accordance with 18 U.S.C. §§ 152, 157.

---

<sup>3</sup> Exclusion of a Claimant from one Settlement Agreement on this basis does not necessarily prevent a Claimant from being eligible for the other Settlement Agreements identified in Footnote 1.

**A. Claimant Information**

Please provide the information in Section A for the Claimant:

1. Name of Acute Care Hospital:			
2. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
3. Ownership (Check the one that applies):	Current Owner		Former Owner
4. Name of Operating Entity:			
5. Federal Employer Identification Number of Operating Entity:	-		



**B. Contact Information**

Please provide the information in Section B where notices should be sent:

1. Contact Name:			
2. Contact Title:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
By filling out this Registration Form, you are deemed to consent to receipt of this notice by email.			

**For promptness and accuracy, we prefer to contact you by email and will do so if possible. Accordingly, please provide your email address. If necessary, we may also contact you by phone or by U.S. mail.**

**C. Attorney Information**

1. Is your Acute Care Hospital submitting this Registration Form with the assistance of an attorney?

Yes ☐

No ☐

**If yes, please provide your attorney's name, phone number, mailing address, and email:**

1. Attorney Contact Name:			
2. Law Firm Name:			
3. Address:	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(    )    -		
5. Email:			
6. Federal Employer Identification Number of Law Firm:    -			
By filling out this Registration Form, you are deemed to consent to receipt of this notice by email.			

2. Do you want any potential payment mailed to your attorney?

Yes ☐

No ☐

**D. Naloxone Kit Program Registration**

Under the Teva Defendants Class Action Settlement Agreement (“Teva Settlement”), Class Members are eligible to receive, free of charge, Naloxone Hydrochloride Nasal Spray kits (4 mg strength) as listed in Teva’s generics catalog, which can be viewed at [www.tevagenerics.com](http://www.tevagenerics.com) through 2030 (the “Naloxone Kit Program”). Participation in the Naloxone Kit Program is voluntary, does not impact your ability to receive any other benefit, and is subject to the terms and conditions in the Teva Settlement and the Product Allocation Plan.

**1. Do you want to register for the Naloxone Kit Program?**

Yes ☐

No ☐

**E. Calculation of Allocated Amount and Quick Pay Election**

The Acute Care Hospital Class Action Settlement Agreements provide benefits to certain Claimants who can establish “Eligible Damages,” and allocates available settlement funds to Qualifying Class Members (“Allocated Amount”). A copy of the settlement agreements and Plan of Allocation may be found at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). To determine your Allocated Amount under these Settlement Agreements, you must submit claims data. For purposes of the Settlements, you, as a Class Member, are eligible for an Allocated Amount if you are a Qualified Class Member that treated patients with OUD and/or other opioid-related conditions and, as a result of that care, you suffered identifiable operational losses reflected in your claims data, including losses reflected in the charges to payments ratio for various treatment codes.

**If you do not wish to complete a Claim Form and submit the data necessary to calculate an Allocated Amount, you may elect to receive your “Quick Pay Amount” instead. Subject to the Plan of Allocation, the Quick Pay Amount is \$5,000 and will be disbursed within 45 days of the Effective Date of the Settlement Agreements. Any eligible Class Member may elect to receive their Quick Pay Amount by answering the questions below:**

- 1. Do you agree to be bound by the terms of each of the four Acute Care Hospital Class Action Settlement Agreements and to participate in the Quick Pay option?**

Yes ☐ No ☐

- 2. If yes, please sign and verify below:**

**F. Supporting Documentation**

**Important notices regarding submission to the jurisdiction of the Court in New Mexico**

By the filing of this Registration Form, you hereby submit to the jurisdiction of the United States District Court, District of New Mexico for the purposes of this Claim.

**Verification of Properly Submitted Claim**

The benefits provided by the Acute Care Hospital Class Action Settlement Agreements are for the operational losses to Class Members resulting from providing treatment to individuals with substance use disorder, opioid use disorder, or other opioid-related conditions. By submitting this Registration Form, you verify that other than what you disclosed in this Registration Form, you have not otherwise been reimbursed or compensated for the costs and expenses you are seeking.

By submitting this Registration Form, you verify, under oath and penalty of perjury, that, to the best of your knowledge, all the damages for which you seek benefits in this Registration Form relate to your provision of medical treatment in an emergency department, inpatient, or outpatient setting at an Acute Care Hospital.

**G. Certification**

**I certify that I am authorized to sign this Registration Form, and I understand that an authorized signature on this Registration Form serves as an acknowledgement that I have a reasonable belief that the information is true and correct.**

**I certify that the Settlement Class Member has authority to release all Released Claims as identified in the following Settlement Agreements on behalf of itself and all other entities who are Releasers by virtue of their relationship or association with it.**

**I certify that the Settlement Class Member I am submitting this Registration Form on behalf of is eligible to receive funds under the following Settlement Agreements:**

**1. Distributor Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**2. Janssen Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**3. Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**4. Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

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

Your typed signature and submission of this Registration Form will have the same force and effect as if you signed the Registration Form on paper, which you may do alternatively.

Signature:

\_\_\_\_\_

Executed on date (MM/DD/YYYY):

\_\_\_\_\_

Print the name of the person who is completing and signing this claim.

Name (First Middle Last): \_\_\_\_\_

Title: \_\_\_\_\_

Acute Care Hospital: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT E**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR

The Hon. Judge Kea Riggs

**CLAIM FORM**

## CLAIM FORM

**Claim Deadline:** [DATE]

Please read the instructions carefully before filling out this Claim Form (this “Claim Form”). Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Acute Care Hospital Class Action Settlement Agreements<sup>1</sup> (the “Settlement Agreements”) in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, Case No. 1:23-cv-00903-KWR-JFR (D.N.M.) available on the settlement website at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). Each entity making a Claim (“Claimant”) must submit a separate Claim Form.

To be eligible to make a Claim, the Claimant must fall within one or more of the following categories:

- (1) Claimant is an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through the [date of entry of the Preliminary Approval Order], and is not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlement Agreements, Claimant must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) Claimant is listed on Exhibit A to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim; and/or
- (3) Claimant is one of the Plaintiffs in the Other Actions listed on Exhibit B to the Acute Care Hospital Class Action Settlement Agreement for which it is submitting a Claim.

Exhibits A and B to each Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Settlement Class for that particular Settlement.<sup>2</sup> A Class Member may be eligible to make a Claim for one or more Settlements.

A Claimant is ineligible for recovery under a particular Settlement Agreement if any of its Released Claims were released in any other settlement with the Settling Defendant(s) that are party to that

---

<sup>1</sup> “Acute Care Hospital Class Action Settlement Agreements” refers collectively to the Distributor Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Janssen Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], the Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE], and the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals dated [DATE] available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

<sup>2</sup> Inclusion of an entity on Exhibit A and/or as a Plaintiff in the Other Actions listed on Exhibit B to a particular Settlement does not determine whether that entity is eligible for any other Settlement.

Settlement Agreement.<sup>3</sup> A Claimant may be ineligible for recovery under one or more Settlement Agreement(s), but still be eligible for recovery under other Settlement Agreements if it meets the eligibility criteria for those other Settlement Agreements.

A Claimant that submits a Registration Form or Claim Form may be contacted by representatives of Class Counsel or by the Notice and Claims Administrators for additional information regarding the Class Member's claims.

The submission of this Claim Form by the claim deadline of 5:00 p.m., Central Standard Time, on [DATE] (the "Claim Deadline") is a prerequisite to eligibility for an Allocated Amount but does not guarantee that a Class Member will be deemed eligible to receive an Allocated Amount. If a Class Member is deemed eligible to receive an Allocated Amount, the information provided in this Claim Form will be used to determine each such Allocated Amount. Class Members may redact information on this Claim Form or any attached documents as they deem necessary, although redactions may impact the Notice and Claims Administrators' determinations as to eligibility or the Allocated Amount. A Class Member shall only submit through the Secure File Transfer Protocol ("SFTP") link *copies* of any documents that support a claim and shall not mail or transmit hard copies or original documents; documents submitted may be destroyed after scanning and will not be returned to the Class Member.

A person who files a fraudulent claim on behalf of a Class Member may, at a minimum, be fined up to \$500,000.00, imprisoned for up to five years, or both, in accordance with 18 U.S.C. §§ 152, 157. Class Members shall provide the information requested that is, to the best of their knowledge, current and valid as of the date this Claim Form is completed and delivered to the Notice and Claims Administrators.

---

<sup>3</sup> Exclusion of a Claimant from one Settlement Agreement on this basis does not necessarily prevent a Claimant from being eligible for the other Settlement Agreements identified in Footnote 1.

**Please provide the following information to the Notice and Claims Administrators by delivering this completed Claim Form by secure file transfer protocol (“SFTP”) according to the instructions that will be provided to you once you register) prior to the Claim Form Deadline set forth on page 1 of this Claim Form.**

**Failure to submit a completed copy of this Claim Form by the Claim Deadline set forth on page 1 of this Claim Form may disqualify you from receiving an Allocated Amount. Additionally, failure to complete any portion of the Claim Form or to provide requisite claims data (as described herein) may result in a reduced Allocated Amount or disqualification from receiving an Allocated Amount.**

### **A. Claimant Information**

Please provide the information in Section A for the Claimant:

1. Name of Acute Care Hospital:			
2. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
3. Duration of Ownership:	Date Acquired/Opened		Date Sold/Closed
4. Number of Staffed Beds <sup>4</sup> :			
5. Name of Operating Entity:			
6. Federal Employer Identification Number of Operating Entity:	_____ - _____		
7. Claimant Number: If you received a Claimant Number after you completed your Registration Form, please provide that four-digit Claimant Number.	_____		

<sup>4</sup> The number of beds reported from a hospital’s most recent Medicare cost report (W/S S-3, Part I, line 7 column 2). Cost report instructions define staffed beds as, “the number of beds available for use by patients at the end of the cost reporting period. A bed means an adult bed, pediatric bed, birthing room, or newborn bed maintained in a patient care area for lodging patients in acute, long-term, or domiciliary areas of the hospital. Beds in labor room, birthing room, post-anesthesia, postoperative recovery rooms, outpatient areas, emergency rooms, ancillary departments, nurses’ and other staff residences, and other such areas which are regularly maintained and utilized for only a portion of the stay of patients (primarily for special procedures or not for inpatient lodging) are not termed a bed for these purposes.”

**B. Contact Information**

Please provide the information in Section B where notices should be sent:

1. Contact Name:			
2. Contact Title:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(     )     -		
5. Email:			
By filling out this Claim Form, you are deemed to consent to receipt of this notice by email.			

**For promptness and accuracy, we prefer to contact you by email and will do so if possible. Accordingly, please provide your email address. If necessary, we may also contact you by phone or by U.S. mail.**

**C. Attorney Information**

1. Is your Acute Care Hospital submitting this Claim Form with the assistance of an attorney?

Yes ☐

No ☐

**If yes, please provide your attorney's name, phone number, mailing address, and email:**

1. Attorney Contact Name:			
2. Law Firm Name:			
3. Address:			
	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
4. Phone:	(    )    -		
5. Email:			
6. Federal Employer Identification Number of Law Firm:	-		
By filling out this Claim Form, you are deemed to consent to receipt of this notice by email.			

2. Do you want any potential payment mailed to your attorney?

Yes ☐

No ☐

**D. W-9 Form**

If Yes was selected in Section C.2, please complete a W-9 Form for the law firm identified in Section C of this Claim Form and return it with this Claim Form. If not working with an attorney or if No was selected in Section C.2, please complete the W-9 Form attached hereto and return it with this Claim Form for the Claimant identified in Section A of this Claim Form.

**E. Payment Information**

Payment checks will be mailed to the law firm identified in Section C of this Claim Form if Yes was selected in Section C.2. If not working with an attorney or if No was selected in Section C.2, the check will be mailed to the contact person identified in Section B.

**F. Additional information for Claimants seeking calculated amounts (non-Quick-Pay option)**

If you wish to claim an Allocated Amount on the basis of a calculated amount, and not the Quick-Pay option as defined in the Registration Form and Plan of Allocation, you must complete this Section F, including all of the data identified in Item 8 below.<sup>5</sup> **Failure to provide claims data for the entire time period from January 1, 2015 through December 31, 2020 may result in a reduction in Operational Impact, as defined in the Plan of Allocation.**

1. Have you, as of the date of the completion of this Claim Form, provided to the Notice and Claims Administrators all of the requisite claims data relating thereto (as described in Item 8 below) to the best of your knowledge?<sup>6</sup> ☐ Yes ☐ No
2. Are you a named plaintiff in any active cause of action against opioid manufacturers, distributors, or pharmacies? ☐ Yes ☐ No
  - a. If yes, please indicate whether the active cause of action is pending (check one below and provide the case number):
    - i. in the Multidistrict Litigation, Case No. 1:17-md-2804: ☐
    - ii. in federal court: ☐ Case Number: \_\_\_\_\_
    - iii. in state court: ☐ Case Number: \_\_\_\_\_
  - b. If yes, attach a copy of the most recently filed Complaint.
3. Is the hospital/facility listed above:
  - a. a hospital not owned or operated by a federal, state, county, parish, city, or other municipal government that (i) provides inpatient medical care and other related services for surgery, acute medical conditions, or injuries for a period of treatment time that is, on average, less than 25 days; and (ii) either (a) appears as active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (b) includes an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
  - b. an entity listed on Exhibit A to the Acute Care Hospital Settlement Agreements for

---

<sup>5</sup> The Notice and Claims Administrators and the Special Master shall have complete discretion to determine whether a Claimant has complied with this requirement.

<sup>6</sup> A Claimant who previously timely filed a Claim to the Hospital Trust in the Chapter 11 case of Mallinckrodt plc, et al., No. 20-12522 in the United States Bankruptcy Court for the District of Delaware that contained all of the requisite claims data from January 1, 2015 through December 31, 2020 and was approved for an allocation need not complete Item 8 below.

which it is submitting a claim; and/or

- c. a Plaintiff in the Other Actions listed on Exhibit B to the Acute Care Hospital Settlement Agreements for which it is submitting a claim?

\_\_\_ Yes \_\_\_ No

4. Has the Acute Care Hospital listed above hosted experts' visits at the Acute Care Hospital for the purpose of enabling the experts to engage with hospital personnel on the opioid epidemic at the hospital, and to review hospital policies, procedures, and programs regarding opioids?  
\_\_\_ Yes \_\_\_ No

5. Has the Acute Care Hospital listed above produced claims data (as described in Item 8 below herein) to the Settling Defendants, for the cause of action noted in Item 2(a) above?  
\_\_\_ Yes \_\_\_ No

6. Has the Acute Care Hospital listed above actively engaged in discovery, for the cause of action, if any, noted in Item 2(a) above? \_\_\_ Yes \_\_\_ No

If yes, please indicate below those activities in which the Acute Care Hospital has actively engaged<sup>7</sup>:

- a. Responded to interrogatories and requests for production and requests for admissions?  
\_\_\_ Yes \_\_\_ No
  - b. Supplied hospital financial documents, policies and procedures, custodial emails, dispensing and discharge prescription data in response to requests by Settling Defendants or orders of a court? \_\_\_ Yes \_\_\_ No
  - c. Provided 30(b)(6) and/or fact witness testimony? \_\_\_ Yes \_\_\_ No
  - d. Propounded discovery to Settling Defendants? \_\_\_ Yes \_\_\_ No
  - e. Formally disclosed expert opinions consistent with federal and/or state court rules?  
\_\_\_ Yes \_\_\_ No
  - f. Engaged in motion practice before a court and/or a special master?  
\_\_\_ Yes \_\_\_ No
7. Did the Acute Care Hospital listed above have a court-ordered trial date, for the cause of action, if any, noted in Item 2(a) above?  
\_\_\_ Yes \_\_\_ No

If yes, please enter the court ordered trial date: \_\_\_\_\_

8. For all inpatient and outpatient discharges during the period January 1, 2015 through December 31, 2020, from the Acute Care Hospital listed above, please provide the following data in CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File to be used in connection with the determination of the Allocated Amount. **An example of the data**

---

<sup>7</sup> To receive the 5% weight for this participation factor, the Acute Care Hospital must have participated in at least three of the six identified activities.



**formatting is set forth in Exhibit A. This data should be in a separate CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File for each Acute Care Hospital.** Physician office visits and non-acute care visits should **NOT** be included in data provided.

For the CSV (Comma Delimited) Electronic File or Pipe-Delimited Electronic Text File, please include in the file name the Name of the Acute Care Hospital, City and State where located and Date Range of Data Provided, for example, PhoenixGeneral-Phoenix-AZ-Jan09-Dec12.csv. If more than one file is provided due to size limitations, each file name will be the same with only the date range of the data provided changing (e.g., PhoenixGeneral-Phoenix-AZ-Jan13-Dec20.csv).

It is important to note, and as further described below, that the following data for each visit/discharge will need to be repeated on each row corresponding to each different ICD diagnosis code (except for ICD diagnosis code, ICD diagnosis code description and ICD diagnosis code priority). The data for the ICD diagnosis codes, ICD diagnosis code descriptions and ICD diagnosis code priority for each visit/discharge will therefore be unique to each row. For example, if a visit has 18 ICD diagnosis codes, there would be 18 rows/lines for that visit/discharge with each line containing a different ICD diagnosis code, ICD diagnosis code description and ICD diagnosis code priority. For all other data fields such as Patient Medical Record Number, Date of Discharge, etc. this data will be the same, and thus repeated, on all 18 rows/lines for that visit/discharge.

To the extent the qualifying Acute Care Hospital utilizes a coding system for any columns/data fields, please provide an index to explain the contents of any column/data field to the secure portal provided by the Notice and Claims Administrators. For example, the Patient Type data provided includes a 1, 2, or 3 and these respective contents are 1=Inpatient, 2=Outpatient, and 3=Emergency.

Please also ensure that all columns/data fields that may contain commas are updated so that such columns/data fields are placed in quotations when populating the CSV or Pipe-Delimited Electronic Text File. The columns/data fields that often contain commas include, but are not limited to, Attending Physician Name, DRG and ICD Diagnosis Code Descriptions.

Once the CSV (Comma Delimited) or Pipe-Delimited Electronic Text File is prepared, **please review the data VERY CAREFULLY** to confirm the data in each column contains the applicable data for that respective column's data field description. For example, payment amounts (Total Payments) should not be shown in the DRG Code column/data field or ICD Diagnosis Code column/data field should not be blank or designated null for a patient visit without an explanation, etc. In conducting your review, this will require that you "reality test" your data before submission to ensure that it does not contain obvious errors and inconsistencies. **Each Class Member will be provided a secure portal by the Notice and Claims Administrators to upload an executed Business Associate Agreement ("BAA")**

with Cherry Bekaert Advisory, LLC (formerly known as Legier & Company, apac), and upload this requisite claims data to the secure portal.

<b>Column</b>	<b>Data Fields</b>	<b>Definitions and Clarifications</b>
<b>a.</b>	<b>Name</b>	Name of hospital/facility for which data is provided.
<b>b.</b>	<b>Address</b>	Address of hospital/facility for which data is provided.
<b>c.</b>	<b>City</b>	City of hospital/facility for which data is provided.
<b>d.</b>	<b>State</b>	State of hospital/facility for which data is provided.
<b>e.</b>	<b>Zip Code</b>	Zip Code of hospital/facility for which data is provided.
<b>f.</b>	<b>CMS Certification Number</b>	Provide a Center for Medicare & Medicaid Services Number (formerly known as the Medicare Provider Number). This should be a six-digit Medicare certification number for a hospital/facility.
<b>g.</b>	<b>Patient Medical Record #</b>	
<b>h.</b>	<b>Patient Account #</b>	
<b>i.</b>	<b>Payor Financial Class Description</b>	e.g., Blue Cross, Medicaid, Private Pay, etc.
<b>j.</b>	<b>Patient Type</b>	e.g., Inpatient or Outpatient. Hospital-related clinics or physician office visits should NOT be included in data provided.
<b>k.</b>	<b>Custom Patient Type</b>	e.g., Inpatient Psych, Outpatient Single Visit, Surgery, Lab, etc. Hospital-related clinics or physician office visits should NOT be included in data provided.
<b>l.</b>	<b>Date of Admission</b>	
<b>m.</b>	<b>Date of Discharge</b>	
<b>n.</b>	<b>Length of Stay (days)</b>	
<b>o.</b>	<b>Admission Type Description</b>	e.g., Emergency, Reservation, Reference Lab, etc.
<b>p.</b>	<b>Discharge Disposition Description</b>	e.g., Discharge Home, Nursing Home, Expired, etc.
<b>q.</b>	<b>Patient Date of Birth</b>	
<b>r.</b>	<b>Patient Age at Discharge</b>	
<b>s.</b>	<b>Patient Gender</b>	
<b>t.</b>	<b>Patient Race</b>	

<b>Column</b>	<b>Data Fields</b>	<b>Definitions and Clarifications</b>
<b>u.</b>	<b>Patient City</b>	
<b>v.</b>	<b>Patient State</b>	
<b>w.</b>	<b>Patient Zip Code</b>	
<b>x.</b>	<b>Attending Physician Name</b>	
<b>y.</b>	<b>Total Charges</b>	
<b>z.</b>	<b>Total Payments</b>	Total Payments should only contain actual payments received (e.g., insurance/self-pay). It should NOT include adjustments, bad debt, write-offs or contractual adjustments.
<b>aa.</b>	<b>DRG Code</b>	Provide a Diagnosis-Related Group (“DRG”) code for each inpatient visit/discharge.
<b>ab.</b>	<b>DRG Code Description</b>	Provide a DRG code description for the above DRG code.
<b>ac.</b>	<b>All ICD Diagnosis Codes</b>	For each visit/discharge, provide all International Classification of Disease (“ICD”) diagnosis codes (ICD-9 or ICD-10, as applicable) associated with each patient visit/discharge. Note: In most instances you should have multiple ICD diagnosis codes for a patient visit/discharge. Each of these ICD Diagnosis Codes related to each patient’s visit should NOT be listed in multiple columns but rather each ICD diagnosis code should be listed in the same single column with each ICD diagnosis code shown on separate rows within the same single column. See Exhibit A.
<b>ad.</b>	<b>ICD Diagnosis Code Descriptions</b>	Provide ICD diagnosis code descriptions for the above ICD diagnosis codes.
<b>ae.</b>	<b>ICD Diagnosis Code Priority</b>	Provide whether each ICD diagnosis code is a Primary, Secondary, Tertiary, etc. diagnosis. These categories must be expressed in terms of a numerical code such as 1=Primary, 2=Secondary, 3=Tertiary, etc.
<b>af.</b>	<b>Mother’s MRN (if applicable)</b>	This field pertains only to Acute Care Hospitals that deliver newborn babies or have a neonatal unit. If this visit/charge is for a birth mother, then this field should be blank as it would be the same MRN as the patient reported in row g. above. However, if this visit/charge pertains to a baby, then this field should contain the mother’s MRN so that there can be a mother/baby link associated therewith.
<b>ag.</b>	<b>Baby’s MRN (if applicable)</b>	This field pertains only to Acute Care Hospitals that deliver newborn babies or have a neonatal unit. If this visit/charge is for a baby, then this field should

Column	Data Fields	Definitions and Clarifications
		be blank as it would be the same MRN as the patient reported in row g. above. However, if this visit/charge pertains to a birth mother, then this field should contain the Baby's MRN so that there can be a mother/baby link associated therewith.

**G. Certification**

**I certify that I am authorized to sign this Claim Form and I understand that an authorized signature on this Claim Form serves as an acknowledgement that I have a reasonable belief that the information is true and correct.**

**I certify that the Settlement Class Member has authority to release all Released Claims as identified in the following Settlement Agreements on behalf of itself and all other entities who are Releasors by virtue of their relationship or association with it.**

**I certify that the Settlement Class Member I am submitting this Claim Form on behalf of is eligible to receive funds under the following Settlement Agreements:**

**1. Distributor Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**2. Janssen Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**3. Teva Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

**4. Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals**

☐ YES ☐ NO

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

Your typed signature and submission of this Claim Form will have the same force and effect as if you signed the Claim Form on paper, which you may do alternatively.

Signature:

\_\_\_\_\_

Executed on date (MM/DD/YYYY):

\_\_\_\_\_

Print the name of the person who is completing and signing this claim.

Name (First Middle Last): \_\_\_\_\_

Title: \_\_\_\_\_

Acute Care Hospital: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## CLAIM FORM

## Data Request Example

EXHIBIT A

	A	B	C	D	E	F	G	H	I	J
1	Hospital Name	Hospital Address	Hospital City	Hospital State	Hospital Zip	CMS Certification Number	Patient Medical Record #	Patient Account #	Payor Financial Class Description	Patient Type
2	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
3	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
4	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12345	Blue Cross	Inpatient
5	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12346	Blue Cross	Outpatient
6	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	101	A12346	Blue Cross	Outpatient
7	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	999	A12399	Blue Cross	Outpatient
8	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	102	A12356	Medicare	Inpatient
9	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	102	A12356	Medicare	Inpatient
10	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
11	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
12	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
13	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
14	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12367	Champus	Inpatient
15	ABC Hospital	123 Main Street	Shelbyville	US State	12345	123456	103	A12368	Champus	Emergency
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										

## CLAIM FORM

## Data Request Example

**EXHIBIT A**

	K	L	M	N	O	P	Q	R	S
1	Custom Patient Type	Date of Admission	Date of Discharge	Length of Stay	Admission Type Description	Discharge Disposition Description	Patient Date of Birth	Patient Age	Patient Gender
2	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
3	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
4	Lab	5/6/2016	5/8/2016		2 Transfer	Discharge Home	4/1/1980	36 Female	
5	OB	2/28/2017	3/1/2017		1 O/P Observation	Discharge Home	4/1/1980	36 Female	
6	OB	2/28/2017	3/1/2017		1 O/P Observation	Discharge Home	4/1/1980	36 Female	
7	Nursery	2/28/2017	2/28/2017		1 O/P Observation	Discharge Home	2/28/2017	0 Female	
8	Lab	4/15/2016	4/18/2016		3 Transfer	Discharge Home	1/1/1955	61 Male	
9	Lab	4/15/2016	4/18/2016		3 Transfer	Discharge Home	1/1/1955	61 Male	
10	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
11	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
12	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
13	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
14	Lab	12/7/2016	12/10/2016		3 Reservation	Home w/ Health Serv	2/1/1975	41 Female	
15	ER	7/4/2017	7/4/2017		1 Emergency	Discharge Home	2/1/1975	42 Female	
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									

There is only one column for ICD Code. Therefore, each patient stay must be replicated as many times as necessary to provide all of the ICD Codes associated with the stay. For example, a patient stay with five ICD Codes would be listed in five rows (e.g., the 12/10/2016 stay of patient 103).



## CLAIM FORM

## Data Request Example

EXHIBIT A

	T	U	V	W	X	Y	Z	AA	AB	AC
1	Patient Race	Patient City	Patient State	Patient Zip Code	Attending Physician Name	Total Charges	Total Payments	DRG Code	DRG Code Description	ICD Diagnosis Code
2	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	B974
3	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	B998
4	African American	Shelbyville	US State	12345	Smith, Jane	\$1,000.00	\$350.00	181	Respiratory Neoplasms w CC	F1110
5	African American	Shelbyville	US State	12345	Doe, John	\$500.00	\$125.00			G459
6	African American	Shelbyville	US State	12345	Doe, John	\$500.00	\$125.00			A419
7	African American	Shelbyville	US State	12345	Doe, John	\$600.00	\$125.00	795	Normal Newborn	L22
8	Caucasian	Shelbyville	US State	12345	Smith, Jane	\$2,000.00	\$725.00	603	Cellulitis w/o MCC	Z431
9	Caucasian	Shelbyville	US State	12345	Smith, Jane	\$2,000.00	\$725.00	603	Cellulitis w/o MCC	T148
10	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	E861
11	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	J209
12	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	Z041
13	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	T1491
14	African American	Springfield	US State	12367	Smith, Jane	\$5,000.00	\$1,500.00	539	Osteomyelitis w MCC	N179
15	African American	Springfield	US State	12367	Doe, John	\$1,000.00	\$200.00			F1199
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										

There is only one column for ICD Code. Therefore, each patient stay must be replicated as many times as necessary to provide all of the ICD Codes associated with the stay. For example, a patient stay with five ICD Codes would be listed in five rows (e.g., the 12/10/2016 stay of patient 103).

## CLAIM FORM

## Data Request Example

EXHIBIT A

	AD	AE	AF	AG
	ICD Diagnosis Code Description	ICD Diagnosis Code Priority	Mom's Medical Record #	Baby's Medical Record #
1				
2	Respiratory syncytial virus as the cause of diseases classified elsewhere	1		999
3	Other infectious disease	3		999
4	Opioid Abuse - Uncomplicated	2		999
5	Transient Cerebral Ischemic Attack - Unspecified	2		999
6	Sepsis - Unspecified Organism	1		999
7	Diaper Dermatitis	1	101	
8	Encounter For Attention To Gastrostomy	1		
9	Other Injury Of Unspecified Body Region	2		
10	Hypovolemia	1		
11	Acute Bronchitis - Unspecified	2		
12	Encounter for examination and observation following transport accident	3		
13	Suicide attempt	4		
14	Acute Kidney Failure - Unspecified	5		
15	Opioid Use - Unspecified With Unspecified Opioid-Induced Disorder	1		
16	<div><p>The last two fields will only be populated where a facility has a neonatal unit and delivers babies. These two fields link the mother's record to the baby's medical record number (MRN) and vice versa. For example, if Patient 101 is a mother, the baby's MRN would be shown in column AG and column AF would be blank since the record relates to the mother. If the patient is the baby, then the mother's MRN would be shown in column AF and column AG would be blank since the records relates to the baby.</p></div>			
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

**EXHIBIT F**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR  
The Hon. Judge Kea Riggs

[PROPOSED] ORDER (I) PRELIMINARILY APPROVING SETTLEMENT PURSUANT  
TO FED. R. CIV. P. 23(e)(1), (II) APPOINTING THE NOTICE AND CLAIMS  
ADMINISTRATORS AND SPECIAL MASTER, (III) APPROVING FORM AND  
MANNER OF NOTICE TO CLASS MEMBERS, (IV) SCHEDULING A FINAL FAIRNESS  
HEARING TO CONSIDER FINAL APPROVAL OF THE SETTLEMENT, AND (V)  
GRANTING RELATED RELIEF

Before the Court is the Motion of proposed Settlement Class Counsel for Preliminary Approval of the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals (the “Preliminary Approval Motion”), pursuant to Rules 23(a), 23(b), and 23(e) of the Federal Rules of Civil Procedure, which seeks: (1) Preliminary Approval of the Settlement Agreement; (2) preliminary certification, for settlement purposes only, of the Settlement Class; (3) approval of the form of Notice and proposed Settlement Plan; (4) appointment of Settlement Class Counsel; (5) appointment of Settlement Class Representatives; (6) appointment of the Notice and Claims Administrators; (7) appointment of the Special Master; (8) appointment of the Escrow Agent; (9) approval of the Escrow Agreement; (10) establishment of the Qualified Settlement Fund; (11) scheduling of a Fairness Hearing; (12) a stay of all proceedings brought by Releasers in the Action and Other Actions in any forum as to Allergan Defendants, and an injunction against the filing of any new such proceedings for Released Claims; and (13) a directive to the Settlement Class Representatives to file motions to sever and stay Other Actions as to the Allergan Defendants, to the extent the Other Actions are not already stayed.

WHEREAS, an action is pending before this Court entitled *San Miguel Hospital Corp., d/b/a/ Alta Vista Regional Hospital v. Johnson & Johnson, et al.*, 1:23-cv-00903-KWR-JFR (D.N.M.) (the “Action”);

WHEREAS, the Settlement Class Representatives, on behalf of the proposed Settlement Class, having made a motion, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Action as to Defendants Allergan Finance, LLC (f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; and Allergan USA, Inc. (collectively, “Allergan Defendants”) in accordance with the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals (the “Settlement Agreement” or

“Settlement”), which, together with the exhibits attached thereto, sets forth the terms and conditions for proposed Settlement of the Action and Other Actions as to the Allergan Defendants and for dismissal of the Action and Other Actions with prejudice as to the Allergan Defendants upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits attached thereto;

WHEREAS, Allergan Defendants do not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Settlement Agreement.

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

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Settlement Agreement and does preliminarily approve the Settlement between Plaintiffs and the Allergan Defendants set forth therein as fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below.

2. The Settlement Class shall consist of all entities that fall within one or more of the following categories:

(1) All Acute Care Hospitals in the United States that (a) are not owned or operated by a federal, state, county, parish, city, or other municipal government; and (b) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through the date of entry of the Preliminary Approval Order;

(2) all entities listed on Exhibit A to the Settlement Agreement; and

(3) all Plaintiffs in the Other Actions listed on Exhibit B to the Settlement Agreement.

Exhibits A and B to the Settlement Agreement are non-exhaustive lists and do not purport to identify all members of the Class.

The following are excluded from the Settlement Class:

(1) Any Acute Care Hospital whose Released Claims have been released by any other settlement with the Allergan Defendants.

3. The Court preliminarily finds that the proposed Settlement Class satisfies all relevant requirements under Federal Rules of Civil Procedure 23(a) and 23(b)(3), for certification for settlement purposes only.

4. The Court preliminarily finds that the proposed Settlement of the Action between the Settlement Class Representatives and the Allergan Defendants should be approved as: (i) the result of serious, extensive arm's-length and non-collusive negotiations; (ii) falling within a range of reasonableness warranting final approval; (iii) having no obvious deficiencies; and (iv) warranting notice of the proposed Settlement to Settlement Class Members and further consideration of the Settlement at the Fairness Hearing described below.

5. The Court appoints as Interim Settlement Class Counsel John W. ("Don") Barrett ("Barrett") of Barrett Law Group, P.A.; Warren T. Burns of Burns Charest LLP; Robert A. Clifford of Clifford Law Offices, P.C.; Steven B. Farmer of Farmer Cline & Campbell, PLLC; Charles J. LaDuca of Cuneo, Gilbert, & LaDuca, LLP; and Steven A. Martino of Taylor Martino, P.C. Barrett is designated as Lead Counsel. Interim Settlement Class Counsel and Allergan Defendants are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

6. The plaintiffs in the Action and the following Other Actions are appointed as Settlement Class Representatives: *Florida Health Sciences Center, Inc., et al. v. Richard Sackler, et al.*, Case No. 19-018882 (Cir. Ct. Broward Cnty., Fla.); *The DCH Health Care Authority, et al. v. Purdue Pharma, L.P., et al.*, Case No. CV-19-07 (Cir. Ct. Conecuh Cnty., Ala.); *Fort Payne*

*Hospital Corporation, et al. v. McKesson Corporation, et al.*, Case No. 21-cv-2021-900016.00 (Cir. Ct. Conecuh Cnty., Ala.); and *Lester E. Cox Medical Centers d/b/a Cox Medical Centers, et al. v. Amneal Pharmaceuticals, LLC, et al.*, No. 6:22-cv-3192 (W.D. Mo.).

7. All litigation in any forum brought by or on behalf of a Releasor and that asserts a Released Claim, and all Claims and proceedings therein, are hereby stayed in all Courts as to the Released Entities, except as to proceedings that may be necessary to implement the Settlement. All Releasors are enjoined from filing or prosecuting any Claim in any forum or jurisdiction (whether federal, state, or otherwise) against any of the Released Entities, and any such filings are stayed; provided, however, that this Paragraph 7 shall not apply to any entity that files a timely and valid Opt-Out Form, beginning as of the date such Opt-Out Form becomes effective. The provisions of this Paragraph will remain in effect until the earlier of (i) the Effective Date, in which case such provisions shall be superseded by the provisions of the Order Granting Final Approval, or (ii) the termination of the Settlement Agreement in accordance with its terms. This Order is entered pursuant to the findings under Federal Rule of Civil Procedure 23(e) set forth above, in aid of its jurisdiction over the members of the proposed Settlement Class and the settlement approval process under Rule 23(e).

8. If not already stayed, and to the extent not already filed, Settlement Class Counsel is directed to file motions to sever and stay the Other Actions brought by the Settlement Class Representatives as to the Allergan Defendants until the Court renders a final decision regarding the approval of the Settlement.

9. The Fairness Hearing shall be held before this Court on \_\_\_\_\_ at [ • ], Mountain Time, at the United States District Court for the District of New Mexico, Pete V. Domenici Courthouse, 333 Lomas Blvd. NW, Albuquerque, NM, 87102, Courtroom [ • ], (A) to determine (i)



whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court; (ii) whether the proposed Final Judgment as provided under the Settlement Agreement should be entered as to the Allergan Defendants; (iii) whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be approved; (iv) the amount of Attorneys' Fees and Expenses; and (v) any Service Award to the Settlement Class Representatives; (B) to hear any objections by Settlement Class Members to (i) the Settlement or Plan of Allocation; (ii) the award of Attorneys' Fees and Expenses; and (iii) Service Awards to the Settlement Class Representatives; and (C) to consider such other matters the Court deems appropriate. The Court may adjourn the Fairness Hearing without further notice to the Settlement Class Members.

10. The assertion of an Objection does not opt the Settlement Class Member asserting it out of, or otherwise exclude that Settlement Class Member from, the Settlement Class. A Settlement Class Member within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the provisions of Section V.G of the Settlement Agreement.

11. The Court approves, as to form and content, the Notice substantially in the form attached as Exhibit H to the Settlement Agreement.

12. The Court approves, as to form and content, the Registration Form, Claim Form, and Summary Notice (together, the "Notice Package"), substantially in the forms attached as Exhibits D, E, and I to the Settlement Agreement, respectively.

13. The Court finds that the distribution and posting of the Notice and Notice Package substantially in the manner and form set forth in Paragraphs 11 and 12 of this Order: (a) constitute the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably

calculated, under the circumstances, to describe the terms and effect of the Settlement Agreement and of the Settlement and to apprise Settlement Class Members of their right to object to the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the United States Constitution (including the Due Process Clause), the Rules of this Court, and other applicable law.

14. The firms of A.B. Data Group and Cherry Bekaert Advisory, LLC (the “Notice and Claims Administrators”) are hereby appointed to supervise and administer the notice procedure as well as the processing of claims as set forth more fully below.

15. The Honorable Thomas L. Hogan (Ret.) (“Special Master”) is hereby appointed to oversee the process of allocating the Net Settlement Funds as provided in the Plan of Allocation.

16. Not later than [REDACTED], 2024 (the “Notice Date”), the Notice and Claims Administrators shall commence distribution of the Notice Package to all Settlement Class Members that can be identified with reasonable effort and to be posted on the case-designated website, [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), according to the Notice Plan in the Declaration of [REDACTED] filed in support of Preliminary Approval. The Notice shall be given as soon as practicable after entry of this Order and, in any event, no more than twenty-one (21) calendar days following the entry of this Order.

17. No later than fourteen (14) calendar days following the Notice Date, Settlement Class Counsel shall serve on the Allergan Defendants and file with the Court proof, by affidavit or declaration, of such distribution.

18. In accordance with Section IV.D.1 of the Settlement Agreement and the terms of the Escrow Agreement, the Court appoints Pinnacle Bank as Escrow Agent, which shall control and

administer an Escrow Account to be established as set forth in the Settlement Agreement. Within thirty (30) calendar days of entry of this Order, the Allergan Defendants shall pay their first settlement payment of one million U.S. Dollars (\$1,000,000) into the Escrow Account. Within three (3) business days following the entry of the Preliminary Approval Order, Class Counsel will provide wire instructions and other information necessary for payment, pursuant to instructions to be communicated by the Allergan Defendants no later than the business day following the entry of the Preliminary Approval Order. Any portion of this first settlement payment not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to the Allergan Defendants if, for any reason, the Settlement does not become final.

19. All fees and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the Settlement Funds. The Escrow Agent may direct payment of up to \$1,000,000 for reasonable Notice and Administrative Costs as approved by the Court. Any money paid for Notice and Administrative Costs shall not be returned or repaid to the Allergan Defendants.

20. Consistent with the requirements of Federal Rules of Civil Procedure 1 and 23 and due process, the Notice and Claims Administrators shall coordinate with the Settling Parties to minimize costs in effectuating its duties.

21. All Settlement Class Members shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Settlement Class, regardless of whether such Settlement Class Members or entities seek or obtain by any means, including, without limitation, by submitting a Registration Form, Claim Form, or any similar documentation, any Allocated Amount.

22. Settlement Class Members that wish to participate in the Settlement shall complete and submit Registration and Claim Forms in accordance with the instructions contained therein.

Unless the Court orders otherwise, all Registration Forms and Claim Forms must be submitted no later than \_\_\_\_ days from the Effective Date. Any Settlement Class Member that submits a Registration Form and/or Claim Form shall reasonably cooperate with the Notice and Claims Administrators, including by promptly responding to any inquiry made by the Notice and Claims Administrators. Any Settlement Class Member that does not timely submit a Registration Form and/or Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court.

23. The Registration Form and Claim Form must comply with the requirements set forth in the Settlement Agreement and any further requirements described in the forms attached as Exhibits D and E to the Settlement Agreement.

24. Any Settlement Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Settlement Class Member's own choice. If a Settlement Class Member does not enter an appearance, that Settlement Class Member will continue to be represented by Settlement Class Counsel.

25. Any Settlement Class Member may appear, at the Court's discretion, at the Fairness Hearing and show cause why the proposed Settlement of the Action should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why Attorneys' Fees and Expenses should or should not be awarded to Settlement Class Counsel, or why an amount of Service Awards should or should not be awarded to the Settlement Class Representatives; provided, however, that no Settlement Class Member or any other entity shall be heard or entitled to contest such matters, unless that Settlement Class Member or entity has complied with Section V.F of the

Settlement Agreement, including by (a) delivering by hand or first-class mail written Objections and copies of any papers and briefs such that they are received, not simply postmarked, on or before \_\_\_\_\_, 2024 by Settlement Class Counsel and the Allergan Defendants and (b) filing said Objections, papers, and briefs with the Clerk of the United States District Court for the District of New Mexico, 333 Lomas Blvd. NW, Albuquerque, NM 87102, on or before \_\_\_\_\_, 2024, which date shall be no more than forty-five (45) calendar days after the commencement of the dissemination of the Notice.

26. Any Objections must: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Settlement Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Settlement Class, such as the objectors' status as an Acute Care Hospital and its treatment of patients diagnosed with opioid use disorder; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement. At the request of Settlement Class Counsel, an objector shall submit to a deposition within thirty (30) days

of the filing of the objection. The deposition shall be conducted at a mutually convenient time and place, and in accordance with the Federal Rules of Civil Procedure.

27. The Court will consider a Settlement Class Member's Objection only if the Settlement Class Member has complied with the above requirements. Any Settlement Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Settlement Class Member's compliance with the foregoing requirements does not in any way guarantee that Settlement Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court. Settlement Class Members submitting written Objections are not required to attend the Fairness Hearing, but any Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of Attorneys' Fees and Expenses and/or Service Awards must file a written Objection and indicate in the written Objection its intention to appear at the hearing and to include in its written Objections the identity of any witnesses it may call to testify and copies of any exhibits it intends to introduce into evidence at the Fairness Hearing. Settlement Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval of the Settlement.

28. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as

such funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

29. The Court has reviewed the proposed Escrow Agreement and Section IV.D of the Settlement Agreement and approves the Escrow Agreement and Section IV.D of the Settlement Agreement and authorizes that the Escrow Account established pursuant to the Escrow Agreement be established as a “qualified settlement fund” within the meaning of Treasury Regulations 28 CFR § 1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement. The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

30. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by Settlement Class Counsel for attorneys’ fees, charges, and expenses and Service Awards to the Settlement Class Representatives shall be filed and served by no later than [REDACTED], 2024, and any reply papers, including any responses to Objections, shall be filed and served no later than [REDACTED], 2024.

31. The Released Entities shall have no responsibility for the Plan of Allocation or any application for Attorneys’ Fees and Expenses submitted by Settlement Class Counsel or any Service Award to the Settlement Class Representatives, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

32. The procedures for the submission of Opt-Out Forms set forth in Section V.G of the Settlement Agreement and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement are approved.

33. Any Settlement Class Member wishing to opt out of the Settlement Class and Settlement must submit a written and signed Opt-Out Form to the Notice Administrator and email

it to Allergan Defendants and Settlement Class Counsel as set forth in the Notice. Such written request must be received by the Notice Administrator, Settlement Class Counsel, and Allergan Defendants no later than the date forty-five (45) calendar days following the commencement of the Notice Plan, which is the last day of the opt out period (the “Opt-Out Deadline”).

34. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide an affidavit or other proof of the standing of the submitting entity and why it would be a Settlement Class Member absent the Opt-Out; provide the submitting entity’s name, address, telephone number and email address (if available); provide the National Provider Identifier (if available) and CMS Certification Number (if available); provide a list of current and former names of the submitting entity, including any and all names under which the entity does or has done business since January 1, 2009; and be received by the Notice and Claims Administrators, Settlement Class Counsel, and Allergan Defendants no later than the date designated for such purpose in the Notice.

35. No later than seven (7) calendar days after the Opt-Out Deadline, the Notice and Claims Administrators shall provide Allergan Defendants, Settlement Class Counsel, and the Court with the Opt-Out Report identifying all requests to be excluded from the Settlement Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G of the Settlement Agreement or were otherwise inadequate. Allergan Defendants may, in their sole discretion, terminate the Settlement Agreement by providing notice to Settlement Class Counsel within fifteen (15) business days following receipt by the Allergan Defendants of the Opt-Out Report of the Notice and Claims Administrators detailing all opt-outs from the Settlement. If Allergan Defendants do not provide notice of exercise of the Walk-Away



Right to Settlement Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived.

36. If the Settlement Agreement is terminated or is not consummated for any reason, the Court's findings with respect to certification of the Settlement Class shall be void, the Action against the Allergan Defendants for all purposes will revert to its status prior to the execution of the settlement term sheet, and any unexpended Settlement Funds shall be returned to the Allergan Defendants as provided in Section VI of the Settlement Agreement, as applicable. In such event, the Allergan Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Action. Likewise, if the Settlement does not reach Final Judgment, then the participation in that Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

37. At or after the Fairness Hearing, the Court shall determine whether the Plan of Allocation proposed by Settlement Class Counsel, and any application for Attorneys' Fees and Expenses or any Service Award to the Settlement Class Representatives should be approved. The Court may, in its discretion, enter the Final Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or awarded Attorneys' Fees and Expenses or any Service Award to the Settlement Class Representatives.

38. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Funds, shall be paid as set forth in the Settlement Agreement. In the event that the Settlement is not approved by the Court, or otherwise fails to become effective, the Settlement Funds shall be returned to the Allergan Defendants pursuant to written instructions provided by the Allergan Defendants, less interest accrued on the Escrow

Account; Notice and Administrative Costs, paid, incurred, or due and owing; and Taxes or Tax Expenses paid, incurred, or due and owing.

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

40. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the members of the Settlement Class and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, as provided in the Settlement Agreement, if appropriate, without further notice to the Settlement Class.

41. If the Settlement Agreement and the Settlement set forth therein is not approved or consummated for any reason whatsoever, the Settlement Agreement and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties to the Settlement Agreement *status quo ante*, except as otherwise expressly provided in the Settlement Agreement.

42. Pending final determination of whether the proposed Settlement should be approved, neither the Settlement Class Representatives nor any Settlement Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Allergan Defendants, any action or proceeding in any court or tribunal asserting any of the Plaintiffs' Released Claims.

43. Settlement Class Counsel and Allergan Defendants are authorized to use all

reasonable procedures in connection with administration and obtaining approval of the Settlement Agreement that are not inconsistent with this Order Granting Preliminary Approval or the Settlement Agreement, including making, without further approval of the Court or notice to Settlement Class Members, minor changes to the Settlement Agreement, to the form or content of the Notice, or otherwise to the extent the Parties jointly agree such minor changes are reasonable and necessary.

44. Except to the extent the Settling Parties may agree to resolve through mediation any disputes that may arise prior to the entry of judgment, the Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE KEA RIGGS  
UNITED STATES DISTRICT JUDGE

**APPROVED SCHEDULE FOR FINAL APPROVAL PROCESS**

<b>DATE / DAYS (days are calendar days unless otherwise specified)</b>	<b>EVENT</b>
, 2024	Plaintiffs file Motion for Preliminary Approval of Settlement
, 2024 (10 days after the Settlement Agreement is filed with the Court)	Allergan Defendants provide Class Action Fairness Act Notice to State Attorneys General
, 2024	Hearing on Preliminary Approval of Settlement [Date and Time TBD by Court]
No later than 21 days following entry of the Preliminary Approval Order	Settlement Notice Program Begins (“Notice Date”)
30 days after Notice Date	Plaintiffs file Motion for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
45 days after Notice Date	Deadline for Settlement Class Members to submit Opt-Outs to the Notice Administrator, Settlement Class Counsel, and Allergan Defendants (“Opt-Out Deadline”)
45 days after Notice Date	Objection Deadline and Deadline for State Attorneys General to file Comments/Objections
7 days after Opt-Out Deadline	Deadline for Notice and Claims Administrators to provide Opt-Out Report to Allergan Defendants and Settlement Class Counsel
15 business days after receipt of Opt-Out Report	Deadline for Allergan Defendants to exercise Walk-Away Right
75 days after Notice Date	Plaintiffs file Response to Objections for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
, 2024	Fairness Hearing on Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards [Date and Time TBD by Court, provided that the Fairness Hearing shall not be scheduled any earlier than the later of: (1) 120 days following the Motion for Preliminary Approval; or (2) 5 days following the deadline for Allergan Defendants to exercise their Walk-Away Right; or (3) no earlier than ninety (90) days following the entry of the Preliminary Approval Order.]

**EXHIBIT G**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SAN MIGUEL HOSPITAL  
CORPORATION, d/b/a/ ALTA VISTA  
REGIONAL HOSPITAL, on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Johnson & Johnson, *et al.*,

Defendants.

1:23-cv-00903-KWR-JFR  
The Hon. Judge Kea Riggs

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE AS  
TO THE ALLERGAN DEFENDANTS

WHEREAS, this matter came before the Court pursuant to the Preliminary Approval Order (I) Preliminarily Approving the Settlement Pursuant to Fed. R. Civ. P. 23(e)(1), (II) Appointing the Notice and Claims Administrators and Special Master, (III) Approving Form and Manner of Notice to Settlement Class Members, (IV) Scheduling a Final Fairness Hearing to Consider Final Approval of the Settlement, and (V) Granting Related Relief (“Order”) dated \_\_\_\_\_, 2024, on the application of the Settlement Class Representatives for approval of the Allergan Defendants Class Action Settlement Agreement with Acute Care Hospitals (“Settlement Agreement”) dated \_\_\_\_\_. Due and adequate notice having been given to the Settlement Class as required in the Order, and the Court having considered all papers filed and proceedings had herein and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment and Order of Dismissal with Prejudice as to the Allergan Defendants<sup>1</sup> (“Final Judgment”) incorporates by reference: (a) the Settlement Agreement; (b) the Notice of Proposed Settlement of Class Action and Summary Notice (collectively, the “Notice”); and (c) the Declaration of the Notice and Claims Administrators filed with this Court on \_\_\_\_\_, 2024. All terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

2. The Court has jurisdiction over the subject matter of the Action and over all Settling Parties and all Settlement Class Members.

3. The Court certifies the Settlement Class defined in Section III.A of the Settlement Agreement, which Settlement Class is certified for settlement purposes only.

4. The Notice given to the Settlement Class was the best notice practicable under

---

<sup>1</sup> Allergan Defendants collectively refers to Allergan Finance, LLC (f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; and Allergan USA, Inc.

the circumstances and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the United States Constitution (including the Due Process Clause), the rules of this Court, and other applicable law.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determinations in the Preliminary Approval Order, fully and finally approves the Settlement set forth in the Settlement Agreement in all respects, and finds that:

(a) the Settlement Agreement and the Settlement contained therein, is, in all respects, fair, reasonable, and adequate, and in the best interests of the Settlement Class;

(b) there was no collusion in connection with the Settlement;

(c) the Settlement was the product of informed, arm's-length negotiations among competent, able counsel with the assistance of third-party mediators; and

(d) the record is sufficiently developed and complete to have enabled the Settlement Class Representatives and the Allergan Defendants to have adequately evaluated and considered their positions.

6. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Settlement Agreement, as well as the terms and provisions hereof. Except as to any individual claims of those persons or entities who have validly and timely requested exclusion from the Settlement Class, as set forth in Exhibit B to Settlement Class Counsel's Motion for Award of Attorneys' Fees and Expenses, the Court hereby dismisses the Action as to the Allergan Defendants and all Released Claims against the Released Entities with prejudice. The Settling Parties are to bear their own costs, except as and to the extent



provided in the Settlement Agreement, and any separate order(s) entered by the Court regarding Class Counsel's Motion for Award of Attorneys' Fees and Expenses.

7. The Releases set forth in Section IX of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein by reference. Accordingly, this Court orders that:

(a) Upon the Effective Date, and as provided in the Settlement Agreement, the Settlement Class Representatives shall, and each of the Settlement Class Members shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all Released Claims against the Released Entities, whether or not such Settlement Class Member shares in the Settlement Funds. Claims to enforce the terms of the Settlement Agreement are not released.

(b) The Settlement Class Representatives and all Settlement Class Members, Releasers, and anyone claiming through or on behalf of any of them, are hereby forever and permanently barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any of the Released Claims, or any claim related in any way to the Released Claims, against any of the Released Entities.

(c) The Settlement Class Representatives and all Settlement Class Members, Releasers, and anyone claiming through or on behalf of any of them, shall cooperate with the Allergan Defendants to promptly dismiss with prejudice the Other Actions listed in Exhibit A to the Settlement Agreement and all other pending litigation asserting any of the Released Claims against any of the Released Entities.

8. Upon the Effective Date, any and all persons or entities shall be permanently

barred, enjoined, and restrained, to the fullest extent permitted by law, from bringing, commencing, prosecuting, or asserting any and all claims, actions, or causes of action for contribution or indemnity or otherwise against the Allergan Defendants or any of the Released Entities seeking as damages or otherwise the recovery of all or any part of any liability, judgment, or settlement which they pay or are obligated or agree to pay to the Settlement Class or any Settlement Class Member arising out of, based upon, relating to, concerning, or in connection with any facts, statements, or omissions that were or could have been alleged in the Action or the Other Actions. Notwithstanding the foregoing, nothing herein shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Settlement Agreement, the Settlement, or this Final Judgment.

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

10. The Settlement is not subject to any modification without approval from the Court, and without the express written consent of Settlement Class Counsel and Allergan Defendants.

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

12. The Court finds that the Settlement is a good-faith settlement that bars any Claim

by any Non-Released Entity against any Released Entities for contribution, indemnification, or that otherwise seeks to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity an Allergan Defendant, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, N.M. Stat. § 41-3-4, Cal. Civil Code § 1542, and S.D. Codified Laws § 20-7-11, and similar laws in other states or jurisdictions.

13. Any Plan of Allocation submitted by Settlement Class Counsel or any order entered regarding any Attorneys' Fees and Expenses or Service Awards to the Settlement Class Representatives shall in no way disturb or affect this Final Judgment and shall be considered separate from this Final Judgment.

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

preclusion or issue preclusion or similar defense.

15. Without affecting the finality of this Final Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Funds, including interest earned thereon; (b) disposition of the Settlement Funds; (c) hearing and determining applications for Attorneys' Fees and Expenses or Service Awards to the Settlement Class Representatives; (d) all parties herein for the purpose of construing, enforcing, and administering the Settlement Agreement; (e) the Settlement Class Members for all matters relating to the Action; (f) the Escrow Account and Escrow Agent in its capacity as administrator of the Escrow Account; and (g) other matters related or ancillary to the foregoing. The administration of the Settlement and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any person or entity to participate in the distribution of the Net Settlement Funds shall remain under the authority of this Court.

16. The deadline for Settlement Class Members to submit Claim Forms will be \_\_\_\_ days from the Effective Date. Settlement Class Counsel shall make practicable efforts to provide Settlement Class Members with notice of this Final Judgment and the deadline to submit a Claim Form.

17. The Court finds that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

18. If the Settlement does not become effective in accordance with the terms of the Settlement Agreement or the Effective Date does not occur, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in

connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement, and the Settlement Funds shall be returned in accordance with the Settlement Agreement.

19. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

20. The Court finds, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

21. Within fourteen days of the filing of any Notice of Appeal to this Order, the Settling Parties are granted leave to file a motion under Federal Rule of Appellate Procedure 7 for the assessment of an appropriate bond for costs on appeal, including any to be assessed under 18 U.S.C. § 1964(c) and/or Federal Rule of Civil Procedure 68.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE KEA RIGGS  
UNITED STATES DISTRICT JUDGE

**EXHIBIT H**

**COURT-ORDERED LEGAL NOTICE**  
**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO**

**If you are an Acute Care Hospital that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions, you may receive a payment from \$651 million in class action settlements.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**If you are included, your legal rights will be affected whether you act or don't act. Please read this notice carefully.**

Four proposed settlements ("Settlements"), totaling \$651 million with four Defendant groups have been reached in a class action lawsuit. The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, acute care hospitals must now spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. Defendants deny that they did anything wrong. The Court has not decided who is right.

Under the Settlements, the settling Defendants agreed to pay money to resolve the claims against them. The Settlements do not resolve claims against Defendants who did not agree to settle, and the lawsuit against these non-settling Defendants will continue.

Generally, you are included if you are an acute care hospital in the United States that (a) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through [Month 00, 2024], and (b) is not owned or operated by a federal, state, county, parish, city, or other municipal government.

The full text of the Settlements is available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). In the event of any inconsistency between this notice and the terms of the Settlements, the Settlements' terms control.

**This notice is not intended to be an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. This notice is solely to advise you of proposed Settlements in this Action and your rights in connection with the Settlements.**

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>SUBMIT A CLAIM</b>	<p>You must submit a Registration Form and may submit a Claim Form to file a claim for a payment from these Settlements.</p> <p>The deadline to submit these forms is <b>[Month 00, 2024]</b>.</p>
<b>OBJECT</b>	<p>You may write to the Court about why you do not like the Settlements. The objection deadline is <b>[Month 00, 2024]</b>.</p> <p>Additionally, you may ask to go to the Fairness Hearing and speak in Court about the fairness of the Settlements.</p> <p>If you object to the Settlements, you are still a Class Member and you must file a claim to receive a payment.</p>
<b>OPT OUT</b>	<p>You may write to the Settlement Administrator and exclude yourself (or “opt out”) from one or more of the Settlements. Exclusion allows you to file your own lawsuit against the settling Defendants about the claims in this case. You will not receive any payment and will not be bound by the releases contained in the Settlements from which you exclude yourself. The exclusion deadline is <b>[Month 00, 2024]</b>.</p>
<b>DO NOTHING</b>	<p>If you do nothing, you will not receive any payment. You will be bound by the releases in the Settlements and will not be able to sue the settling Defendants about the claims in this lawsuit.</p>

These rights and options are explained in this notice. If you do not act by the deadline for an option, you will lose your right to exercise that option. The Court overseeing this case still has to decide whether to approve the Settlements. You may receive a payment if the Court approves the Settlements and the period to appeal has expired and/or all appeals have been resolved. Please be patient.



## TABLE OF CONTENTS

<b>BASIC INFORMATION .....</b>	<b>4</b>
1. WHAT IS THIS LAWSUIT ABOUT?.....	4
2. WHO ARE THE SETTLING DEFENDANTS? .....	4
3. WHO ARE THE NON-SETTLING DEFENDANTS? .....	4
4. WHAT IS A CLASS ACTION?.....	4
5. WHY ARE THERE SETTLEMENTS?.....	5
6. WHY IS THE LAWSUIT CONTINUING IF THERE ARE SETTLEMENTS? .....	5
7. ARE YOU PART OF THE SETTLEMENTS?.....	5
8. WHAT IF YOU ARE STILL NOT SURE IF YOU ARE INCLUDED?.....	5
<b>THE SETTLEMENTS.....</b>	<b>5</b>
9. WHAT DO THE SETTLEMENTS PROVIDE? .....	5
<b>SETTLEMENT PAYMENTS.....</b>	<b>6</b>
10. HOW MUCH WILL YOU RECEIVE FROM THE SETTLEMENTS?.....	6
11. HOW CAN YOU GET A PAYMENT FROM THE SETTLEMENT FUNDS?.....	7
12. IF YOU RECEIVED A PAYMENT IN PREVIOUS BANKRUPTCY CASES, DO YOU NEED TO PROVIDE CLAIMS DATA WITH YOUR CLAIM FORM? .....	7
13. WHEN WILL YOU GET A PAYMENT?.....	7
14. WHAT HAPPENS IF THERE ARE FUNDS REMAINING AFTER DISTRIBUTION?.....	7
15. WHAT WILL YOU GIVE UP IN EXCHANGE FOR THE SETTLEMENTS?.....	7
<b>THE LAWYERS REPRESENTING THE CLASS .....</b>	<b>8</b>
16. DO YOU HAVE A LAWYER IN THIS CASE? .....	8
17. HOW WILL THE LAWYERS BE PAID?.....	8
18. HOW TO OBJECT TO THE SETTLEMENTS .....	9
19. HOW TO OPT OUT OF THE SETTLEMENTS .....	11
20. IF YOU EXCLUDE YOURSELF, CAN YOU STILL GET A PAYMENT? .....	11
21. IF YOU DON'T EXCLUDE YOURSELF, CAN YOU SUE THE SETTLING DEFENDANTS FOR THE SAME THING LATER? .....	11
22. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED? .....	11
<b>FAIRNESS HEARING.....</b>	<b>12</b>
23. WHEN IS THE FAIRNESS HEARING?.....	12
24. DO YOU HAVE TO ATTEND THE HEARING? .....	12
25. MAY YOU SPEAK AT THE HEARING? .....	12
<b>GETTING MORE INFORMATION.....</b>	<b>12</b>
26. HOW DO YOU GET MORE INFORMATION? .....	12

## **BASIC INFORMATION**

### **1. WHAT IS THIS LAWSUIT ABOUT?**

This lawsuit is a class action known as *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903 (the “Lawsuit” or “Action”). Judge Kea Riggs of the United States District Court for the District of New Mexico is overseeing the lawsuit. The people or entities who sued are called the “Plaintiffs,” and the companies they sued are called the “Defendants.”

The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, hospitals now must spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. Defendants deny that they did anything wrong.

No court, jury, or other authority has decided whether Defendants did anything wrong.

Settlements have now been reached with four Defendant groups.

### **2. WHO ARE THE SETTLING DEFENDANTS?**

There are four proposed Settlements with different groups of Defendants:

The Distributor Class Action Settlement is with Defendants, Cencora, Inc. (f/k/a AmerisourceBergen Drug Corporation) (“Cencora”), Cardinal Health, Inc. (“Cardinal”), and McKesson Corporation (“McKesson”) (the “Settling Distributors”).

The Janssen Class Action Settlement is with Defendants, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”).

The Teva Class Action Settlement is with Teva Pharmaceuticals Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis Pharma, Inc., Actavis LLC, Watson Laboratories, Inc. and Anda, Inc. (collectively, “Teva”).

The Allergan Class Action Settlement is with Allergan Finance, LLC (f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; and Allergan USA, Inc. (collectively, “Allergan”).

### **3. WHO ARE THE NON-SETTLING DEFENDANTS?**

The non-settling Defendants are Indivior, Inc. f/k/a Reckitt Benckiser Pharmaceuticals, Inc.; Hikma Pharmaceuticals, Inc. f/k/a West- Ward Pharmaceuticals, Inc.; Henry Schein, Inc.; Walgreen Co.; Walgreen Eastern Co., Inc.; CVS Orlando FL Distribution, L.L.C.; CVS Pharmacy, Inc.; CVS Rx Services, Inc.; The Kroger Co.; Safeway, Inc.; Albertson’s LLC; Albertsons Companies, Inc.; HBC Service Company; Giant Eagle, Inc.; Publix Super Markets, Inc.; and Walmart Inc. f/k/a Wal-Mart Stores, Inc.

### **4. WHAT IS A CLASS ACTION?**

In a class action, one or more people or entities called “named plaintiffs” or “class representatives” sue(s) on behalf of people and entities with similar claims. Together, these people and entities are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. A full list of the class representatives in this case is available in the Settlement Agreements which can be accessed at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**5. WHY ARE THERE SETTLEMENTS?**

Neither the Court nor a jury has decided in favor of Plaintiffs or the settling Defendants. Instead, both sides have agreed to settle. If the Court approves the Settlements, the parties will avoid the costs, delay, and uncertainty of continuing the lawsuit, and Class Members receive the benefits described in this notice. Settlements do not mean that any law was broken or that the settling Defendants did anything wrong. The parties believe that the Settlements are best for the Class.

**6. WHY IS THE LAWSUIT CONTINUING IF THERE ARE SETTLEMENTS?**

Settlements were reached with only some of the Defendants. The lawsuit will continue against the non-settling Defendants. Additional money may become available in the future as a result of a trial or future settlements. Alternatively, this case may be decided in favor of the non-Settling Defendants and no additional money may become available. There is no guarantee as to what will happen.

**7. ARE YOU PART OF THE SETTLEMENTS?**

You are part of the Class and in the Settlements if you fall into one or more of the three following categories:

- (1) You are an Acute Care Hospital in the United States that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through [Month 00, 2024] and you are not owned or operated by a federal, state, county, parish, city, or other municipal government. To be considered an Acute Care Hospital under the Settlements, you must (a) provide medical care and other related services for surgery, acute medical conditions or injuries for a period of treatment time that is, on average, less than 25 days; and (b) either (i) appear as either active or inactive in the American Hospital Directory® as a “short term acute care” hospital or a “critical access” hospital or (ii) have an emergency department that is subject to the Emergency Medical Treatment and Labor Act (“EMTALA”);
- (2) You are an entity specifically identified in Exhibit A to the Settlement Agreements; and/or
- (3) You are a named plaintiff in the actions listed on Exhibit B to the Settlement Agreements.

Even if you are part of the Class, you may be excluded from participating in one or more settlements if your claims against a Settling Defendant were released in an earlier settlement.

The Settlement Agreements are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**8. WHAT IF YOU ARE STILL NOT SURE IF YOU ARE INCLUDED?**

If you are not sure whether you are included or have any other questions about the Settlements, visit the website, [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), or call the toll-free number, 1-800-000-0000. You may also send questions to the Notice and Claims Administrator at Acute Care Hospital Settlement, c/o A.B. Data, Ltd., P.O. Box 0000, Milwaukee, WI 53217.

**THE SETTLEMENTS****9. WHAT DO THE SETTLEMENTS PROVIDE?**

If the Settlements are approved by the Court and become final, the settling Defendants will pay money to settle the lawsuit in exchange for releases of claims against them.

The Distributor Class Action Settlement Defendants will pay a total of \$390,000,000 in one lump sum.

The Janssen Class Action Settlement Defendants will pay a total of \$110,000,000 in one lump sum.

The Teva Class Action Settlement Defendants will pay a total of \$126,000,000 over eighteen years, with an immediate payment of \$15,000,000 and subsequent annual payments made on a schedule set forth in the Teva Class Action Settlement Agreement. In addition, over the next seven years, Teva will make \$49,000,000 worth of Naloxone Hydrochloride Nasal Spray kits available, free of charge, for Class Members who register for the Naloxone Kit Program.

The Allergan Class Action Settlement Defendants will pay a total of \$25,000,000 over three years, with an immediate payment of \$8,333,333 and two subsequent annual payments in the same amount.

These Settlement Funds (the Settlement Amounts plus interest) will be used to pay money to qualifying Class Members, attorney's fees and expenses, notice and administration costs, claims administration costs and expenses, taxes and tax expenses, and service awards to the class representatives.

More information and the specific released claims are defined in the Settlement Agreements, available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

### **SETTLEMENT PAYMENTS**

#### **10. HOW MUCH WILL YOU RECEIVE FROM THE SETTLEMENTS?**

You can get a payment from the Settlement Funds if you submit a valid claim. You can choose between two options.

- **OPTION 1:** You can fill out and submit a Registration Form and choose the "Quick Pay" option. If you select this option and your claim is valid, you do not have to fill out a Claim Form or provide claims data. If you are eligible for all four Settlements and all four Settlements become effective, you will get a \$5,000 payment. By selecting this option, you agree to be bound by all four proposed Settlements.

OR

- **OPTION 2:** You can fill out and submit a Registration Form, Business Associate and Confidentiality Agreement, and Claim Form with the required supporting documents, information, and claims data. The amount of your total payment will depend on the number of claimants, the amount, types of costs, and where you paid to treat patients with opioid use disorder; the amount of charges that were not reimbursed; the units of morphine milligram equivalents shipped to your service area, pro-rated opioid use disorder rates per state, opioid overdose deaths in your service area, operational impact, the percentage of opioid related patients you had out of your total patients, and how actively you've participated (if at all) in litigation against an opioid manufacturer and/or settling Defendant. If you select this option, submit a valid claim, and agree to be bound by each Settlement you are eligible to receive funds from, you will get a payment no less than what you would receive under the "Quick Pay" option.

Also, one non-profit, qualifying Class Member may be awarded up to \$3,000,000 to maintain its formal abatement plan and opioid use disorder treatment program. A separate notice will be sent about how to apply for these funds.

Payments will be made based on a Plan of Allocation approved by the Court. Under the Plan of Allocation, if one or more Settlements does not become effective or if a Class Member is ineligible for one or more Settlements by reason of a prior release, then the \$5,000 "Quick Pay" amount will be reduced proportionally. The proportion of the reduction is determined by comparing the up-front cash contributed by the Settlement(s) at issue with the total up-front contributions of the four Settlements. The proposed Plan of Allocation is available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). The Court may approve or modify the proposed Plan of Allocation without additional notice.

## **11. HOW CAN YOU GET A PAYMENT FROM THE SETTLEMENT FUNDS?**

To make a claim for a payment from the Settlement Funds, you must fill out a Registration Form and submit it via email to [info@acutecarehospitalsettlement.com](mailto:info@acutecarehospitalsettlement.com) no later than **[Month 00, 2024]**.

If you choose the “Quick Pay” option, you do not need to fill out a Claim Form or provide claims data.

If you do not choose the “Quick Pay” option, the Notice and Claims Administrator will send you a link to a secure file transfer protocol (“SFTP”) where you must fill out and submit a Business Associate and Confidentiality Agreement and Claim Form with any applicable supporting documents, information, and claims data no later than **[Month 00, 2024]**.

The Registration and Claim Forms include more detailed instructions. Forms are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

If you do not submit a timely claim with the required information and documents, you will not receive a payment from the Settlement Funds. Unless you timely excluded yourself from the Settlements, you will still be bound by the Settlements, the Judgments, and the releases contained in them.

## **12. IF YOU RECEIVED A PAYMENT IN PREVIOUS BANKRUPTCY CASES, DO YOU NEED TO PROVIDE CLAIMS DATA WITH YOUR CLAIM FORM?**

No.

If you want to make a claim for a payment from the Settlement Funds, you must complete a Registration Form. If you choose the “Quick Pay” option, you do not need to provide claims data with your claim. If you do not choose the “Quick Pay” option, you must fill out and submit a Registration Form, Business Associate and Confidentiality Agreement, and Claim Form.

If you previously filed a claim and received a payment from the Chapter 11 cases *Mallinckrodt plc*, No. 20-12522 in the U. S. Bankruptcy Court for the District of Delaware or *Endo*, No. 22-22549, in the U.S. Bankruptcy Court for the Southern District of New York, you do not need to provide your claims data or the related information again with your Claim Form.

## **13. WHEN WILL YOU GET A PAYMENT?**

Distributions will be made to qualifying Class Members after the Court has finally approved the Settlements, all claims have been processed, and any appeals are resolved.

## **14. WHAT HAPPENS IF THERE ARE FUNDS REMAINING AFTER DISTRIBUTION?**

If there are any Settlement Funds remaining after all claims are processed, the funds will be distributed based on the Plan of Allocation or to an organization approved by the Court. No remaining funds will be returned to the settling Defendants.

## **15. WHAT WILL YOU GIVE UP IN EXCHANGE FOR THE SETTLEMENTS?**

Unless you timely exclude yourself from the Settlements, you can’t sue or be part of any other lawsuit against the settling Defendants about the claims in this case. Class Members will be bound by all Court orders and decisions.

More information about the releases, or claims that you give up, may be found in the Settlement Agreements, available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

**THE LAWYERS REPRESENTING THE CLASS****16. DO YOU HAVE A LAWYER IN THIS CASE?**

The Court appointed the following attorneys to represent you and the other Class Members as “Class Counsel”:

John W. Barrett Barrett Law Group, P.A. P.O. Box 927 404 Court Square North Lexington, MS 39095	Warren T. Burns Burns Charest LLP 900 Jackson Street Suite 500 Dallas, TX 75202
Robert A. Clifford Clifford Law Offices PC 120 North LaSalle Street 36th Floor Chicago, IL 60602	Steven B. Farmer Farmer, Cline & Campbell, PLLC 746 Myrtle Road Charleston, WV 25314
Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Avenue Suite 200 Washington, D.C. 20016	Steven A. Martino Taylor Martino Rowan 455 St. Louis Street Suite 2100 Mobile, AL 36602

You will not be charged for contacting these lawyers. If you want to be represented by another lawyer, you may hire one at your own expense.

**17. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will file a motion for an award of attorneys’ fees and expenses that will be considered at the Fairness Hearing. Class Counsel will ask to be reimbursed for litigation expenses and for attorneys’ fees of up to 1/3 of the Settlement Funds, plus interest earned on these amounts at the same rate as earned by the Settlement Funds.

If the Court grants the lawyers’ requests, these payments will be made from the Settlement Funds. You will not have to pay these lawyers out of your own pocket.

The attorneys’ fees and expenses requested will be the only payment to Class Counsel for their considerable time and effort in achieving these Settlements and their risk in undertaking this representation on a wholly contingent basis, including the expenses they advanced without any guarantee of repayment. The Court will decide the amount of fees, expenses, and/or service awards and may award less than the amount requested by Class Counsel.

Class Counsel’s motion for attorneys’ fees, costs and expenses, and the class representative service awards will be filed with the Court and made available on or before [Month 00, 2024], at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).



**18. HOW TO OBJECT TO THE SETTLEMENTS**

If you are a Class Member, you may tell the Court what, if anything, you do not like about one or more of the Settlements, the Plan of Allocation, and/or Class Counsel's requests for attorneys' fees and expenses and class representative service awards, by filing an objection.

For your objection to be considered, you must file your objection with the Clerk of the Court by [Month 00, 2024], at the U. S. District Court for the District of New Mexico, 333 Lomas Blvd. NW, Albuquerque, NM 87102. If your written objection is not filed by that date, you will lose the ability to object to these Settlements.

You must also mail a copy of your objection to Class Counsel and counsel for the settling Defendants, so it is received by [Month 00, 2024], at the addresses below:

<b>Class Counsel:</b>	
John W. Barrett Barrett Law Group, P.A. P.O. Box 927 404 Court Square North Lexington, MS 39095  Warren T. Burns Burns Charest LLP 900 Jackson Street Suite 500 Dallas, TX 75202  Robert A. Clifford Clifford Law Offices PC 120 North LaSalle Street 36th Floor Chicago, IL 60602	Steven B. Farmer Farmer, Cline & Campbell, PLLC 746 Myrtle Road Charleston, WV 25314  Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Avenue Suite 200 Washington, D.C. 20016  Steven A. Martino Taylor Martino Rowan 455 St. Louis Street Suite 2100 Mobile, AL 36602

<b>Distributor Defendants' Counsel</b>	<b>Janssen Defendants' Counsel</b>
<i>Cencora's Counsel:</i> Michael T. Reynolds Cravath, Swaine & Moore Two Manhattan West 375 Ninth Avenue New York, NY 10001  <i>Cardinal's Counsel</i> Elaine P. Golin Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York, NY 10019  <i>McKesson's Counsel:</i> Brian Hauck Jenner & Block LLP 525 Market Street, # 2900	Charles C. Lifland Daniel R. Suvor O'Melveny & Myers LLP 400 S. Hope Street Los Angeles, CA 90071

San Francisco, CA 94105	
<b>Teva Defendants' Counsel</b>	<b>Allergan Defendants' Counsel</b>
Evan Jacobs Morgan, Lewis & Bockius LLP 2222 Market Street Philadelphia, PA 19103	Rebecca Fitzpatrick, P.C. Kirkland & Ellis LLP 333 West Wolf Point Plaza Chicago, IL 60654

Your objection must consist of a signed letter stating the Settlements that you wish to object to in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903. Your written objection must include:

- The name, address, and telephone number of the objector;
- A statement that you are objecting to the proposed Settlement(s), Plan of Allocation, request for attorneys' fees and expenses, and/or request for service awards for the class representatives;
- A statement describing your objections;
- Your reasons for objecting, and any documents or supporting evidence you want to show the Court;
- A statement saying if your objection applies only to you, a part of the Class, or the entire Class;
- A list of all class actions in which you and your lawyer (if you have one) have previously objected;
- Documents showing you are a Class Member (for example, a document showing you are an Acute Care Hospital that treated patients with opioid use disorder);
- A statement of whether you (or your lawyer) intend to seek permission to appear and speak at the Fairness Hearing;
- The name of any lawyers who will seek to appear on your behalf at the Fairness Hearing;
- A statement saying you submit to the jurisdiction of the Court about your objection, request to be heard, the Settlements, and the Settlements' terms; and
- Your signature (you must personally sign the letter).

If your written objection is not filed or received by **[Month 00, 2024]** or does not include the required information, you will lose the ability to object to the proposed Settlement(s), Plan of Allocation, request for attorneys' fees and expenses, and request for service awards for the class representatives, unless otherwise ordered by the Court.

If you object, you will remain a Class Member, and if you want to request a payment from the Settlement Funds, you also must file a claim by the deadlines, as described above.



## 19. HOW TO OPT OUT OF THE SETTLEMENTS

If you do not want the benefits (or a payment) offered by the Settlements, do not want to be legally bound by the terms of the Settlement Agreements, and you want to keep your right to sue all or some of the settling Defendants about the claims in this case, you must exclude yourself. This is also called “opting out.”

If you want to exclude yourself from one or more Settlements, you must send a written statement with the title “Opt-Out Form.” Your request must include:

- Your name, address, telephone number, and email address (if available);
- Your National Provider Identifier (if available) and CMS Certification Number (if available);
- A list of your current and former names, including any and all names under which you do or have done business since January 1, 2009;
- A statement saying which Settlements you want to be excluded from in *San Miguel Hospital Corp., d/b/a Alta Vista Regional Hospital v. Johnson & Johnson*, No. 1:23-cv-00903;
- Documents showing that you would be a Class Member if it did not opt out;
- A statement that you certify, under penalty of perjury, that in accordance with 28 U.S.C. § 1746, you are legally authorized to exclude yourself from the Settlement(s); and
- Your signature.

You must mail your Opt-Out Form so it is received no later than **[Month 00, 2024]**, at the following address:

Notice and Claims Administrator:
Acute Care Hospital Settlement EXCLUSIONS P.O. Box 173001 Milwaukee, WI 53217

You must also email your Opt-Out Form so it is received by Class Counsel and the settling Defendants no later than **[Month 00, 2024]**, at the following email addresses: [OptOuts@acutecarehospitalsettlement.com](mailto:OptOuts@acutecarehospitalsettlement.com)

## 20. IF YOU EXCLUDE YOURSELF, CAN YOU STILL GET A PAYMENT?

No. You cannot make a claim or get a payment in any Settlements from which you timely excluded yourself.

## 21. IF YOU DON'T EXCLUDE YOURSELF, CAN YOU SUE THE SETTling DEFENDANTS FOR THE SAME THING LATER?

No. If the Court approves the proposed Settlements, and you do not exclude yourself, you give up (or “release”) all the claims related in any way to the conduct at issue in this lawsuit as against the settling Defendants and all Released Entities as defined in the Settlement Agreements.

## 22. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting is simply telling the Court that you do not like something about the Settlements. You can object only if you do not exclude yourself from the Settlements. Excluding yourself is telling the Court that you do not want to be part of the Settlements. If you exclude yourself, you have no basis to object because the Settlements no longer affect you.

If you are a Class Member and you do nothing, you will remain in the Settlements and be bound by all orders in this lawsuit. You will also give up your rights to seek a payment from these Settlement Funds, object to the Settlements, speak at the hearing about the Settlements, or be part of another lawsuit against the settling

Defendants for any and all claims released by the Settlement Agreements. If there are future settlements or judgments, you will be sent a notice with instructions on how to receive a benefit at that time.

### **FAIRNESS HEARING**

#### **23. WHEN IS THE FAIRNESS HEARING?**

The Court will hold a Fairness Hearing on [Month 00, 2024], at [X:00] a.m. Mountain Time, before the Honorable Kea Riggs, at the U. S. District Court for the District of New Mexico, Pete V. Domenici Courthouse, 333 Lomas Blvd. NW, Albuquerque, NM, 87102, Courtroom [•].

At this hearing, the Court will consider whether the Settlements and Plan of Allocation are fair, reasonable, and adequate, if the Settlements should be finally approved; if the Judgments provided under the Settlement Agreements should be entered, and other matters. The Court may also decide whether to award attorneys' fees and expenses and service awards to the class representatives. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlements and the Plan of Allocation. We do not know how long these decisions will take.

The hearing may be moved to a different location or time without additional notice. For updated information about the hearing, you may check [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com), contact Class Counsel, or access the court docket for this case as described in the "Getting More Information?" section on Page 12.

#### **24. DO YOU HAVE TO ATTEND THE FAIRNESS HEARING?**

No, you do not have to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have.

If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it meets the requirements in this notice, the Court will consider it.

But if you want to attend, you are welcome to do so at your own expense. You may also hire another lawyer to attend for you, but you will be responsible for paying that lawyer.

#### **25. MAY YOU SPEAK AT THE HEARING?**

If you object, you may ask the Court for permission to speak at the hearing. Your objection must include a request to speak, be timely submitted, and meet the other requirements in this notice, including those listed in the "Option 2 - Object to the Settlement" section on Pages 9-10.

Ultimately, the Court will decide who will be allowed to speak at the hearing.

### **GETTING MORE INFORMATION**

#### **26. HOW DO YOU GET MORE INFORMATION?**

This notice summarizes the Settlements. The precise terms and conditions of the Settlements are detailed in the Settlement Agreements. If there are any inconsistencies between this notice and the terms of the Settlement Agreements, the Settlement Agreement terms control. Q

The records in this Action may be examined and copied during regular office hours, and subject to customary copying fees, at the Clerk of the United States District Court for the District of New Mexico. For a fee, all papers filed in this Action are available at [www.pacer.gov](http://www.pacer.gov).

In addition, the Settlement Agreements, this notice, the Registration and Claim Forms, Court orders, and the Plan of Allocation are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com). You may contact the Notice and Claims Administrator at 1-800-000-0000 if you have any questions about the Action or the Settlements.

***Please do not write or call the Court, the Court Clerk's office, or the settling Defendants with questions about the Settlements or the claims process.***

**EXHIBIT I**

**If you are an Acute Care Hospital that treated patients diagnosed with opioid use disorder and/or other opioid-related conditions, you may receive a payment from \$651 million in class action settlements.**

Records show that you may qualify for a payment from four proposed settlements (“Settlements”) in a class action lawsuit. The lawsuit alleges that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of prescription opioid use, distributors did not properly monitor, stop, or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. It further alleges that as a result, acute care hospitals must now spend additional money and resources to treat opioid-dependent patients and patients with opioid-related conditions that they would not have had to treat otherwise. The Settlements total \$651 million and would resolve claims with four Defendant groups. Defendants deny any wrongdoing.

#### **Who is included?**

Generally, you are included if you are an Acute Care Hospital in the United States that (a) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions from January 1, 2009, through [Month 00, 2024], and (b) are not owned or operated by a federal, state, county, parish, city, or other municipal government.

#### **What do the Settlements provide?**

The Settlements will provide \$651 million to pay money to Qualifying Class Members, Attorney’s Fees and Expenses, Notice and Administrative Costs, claims administration costs and expenses, Taxes and Tax Expenses, and Service Awards to the Class Representatives. Also, Qualifying Class Members may register and receive, free of charge, Naloxone Hydrochloride nasal spray kits.

#### **How can I get a payment?**

To make a claim for a payment from the Settlement Funds, you must submit a Registration Form and may submit a Claim Form. The deadline to submit these forms is [Month 00, 2024]. These forms and the Plan of Allocation are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

#### **How much will my payment be?**

The amount of your payment will be based on the proposed Plan of Allocation and the option you select.

- If you select the “Quick Pay” option: You do not have to fill out a Claim Form or provide claims data, and, after an eligibility determination, you will get a \$5,000 payment under all four Settlements. If you are not eligible to receive funds under one or more of the Settlements, this amount will be reduced.
- If you do not select the “Quick Pay” option: You must submit a Business Associate and Confidentiality Agreement, a Claim Form and supporting claims data. You will receive an Allocated Amount for damages based on a formula detailed in the Plan of Allocation. This Allocated Amount will be, at minimum, as much as the Quick Pay amount for which you would be eligible.

Payment amounts may be reduced if one or more proposed Settlements are not approved or if you do not participate in all four Settlements.

#### **What are my rights?**

Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue the settling Defendants yourself, you must exclude yourself by **[Month 00, 2024]**. If do not exclude yourself, you may object to one or more of the Settlements, the Plan of Allocation, and/or requests for Attorney's Fees and Expenses and Class Representative Service Awards by **[Month 00, 2024]**. Detailed instructions about how to act on your rights are available at [www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com).

The Court will hold a hearing on **[Month 00, 2024]** to consider if it will approve the Settlements, Plan of Allocation, and a request for reimbursement of litigation expenses and for attorneys' fees of up to 1/3 of the Settlement Funds, plus interest earned on these amounts at the same rate as earned by the Settlement Funds. You or your own lawyer may appear and speak at the hearing at your own expense.

**1-800-000-0000**

**[www.acutecarehospitalsettlement.com](http://www.acutecarehospitalsettlement.com)**

**EXHIBIT J**  
**AbbVie Entities**

**List Of Subsidiaries**

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

**Domestic Subsidiaries****Incorporation**

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**EXHIBIT K**  
**Allergan Entities**



EX-21.1 10 agn-ex211\_448.htm EX-21.1

**Exhibit 21.1**

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

**Exhibit 21.1**

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

**Exhibit 21.1**

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

**Exhibit 21.1**

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

**Exhibit 21.1**

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

**EXHIBIT L**  
**Divested Entities**

**Schedule 4.6(c) - Transferred Group**

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

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

LA\_LAN01:289784.8A  
OC\2075745.21

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

LA\_LAN01:289784.8A  
OC\2075745.21



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

LA\_LAN01:289784.8A  
OC\2075745.21

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

LA\_LAN01:289784.8A  
OC\2075745.21

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

LA\_LAN01:289784.8A  
OC\2075745.21

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

LA\_LAN01:289784.8A  
OC\2075745.21

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

LA\_LAN01:289784.8A  
OC\2075745.21

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

LA\_LAN01:289784.8A  
OC\2075745.21

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

LA\_LAN01:289784.8A  
OC\2075745.21

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

\* In Liquidation      \*\* De-Registered