

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: VALSARTAN, LOSARTAN, AND IRBESARTAN PRODUCTS LIABILITY LITIGATION	HON. RENÉE M. BUMB NO. 19-MD-2875

**PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF
PROPOSED AUROBINDO IRBESARTAN ECONOMIC LOSS CLASS
ACTION SETTLEMENT, CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS AND TO DIRECT CLASS NOTICE**

PLEASE TAKE NOTICE that, Plaintiff MSP Recovery Claims, Series LLC (“MSPRC”) (“TPP Plaintiff”) and Plaintiff Jacqueline Harris (“Consumer Plaintiff”), (collectively “Plaintiffs” or “Representative Plaintiffs”), individually and as representatives of the Class (as defined below) (all together referenced as the “Settlement Class Members”), by and through undersigned counsel, hereby file this unopposed motion for preliminary approval of a class action settlement with Defendants Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc. and Aurolife Pharma LLC (collectively, “Aurobindo” or “Aurobindo Defendants”). The bases for this motion are set forth in the accompanying memorandum of law and exhibits thereto.

Plaintiffs respectfully request that the Court schedule a preliminary approval hearing, preliminarily approve the class action settlement, conditionally certify the Settlement Class, approve the proposed Settlement Notice and Fund Administrator and the Custodian bank where the funds will be held, and approve the issuance of class notice.

Dated: October 17, 2025

Respectfully submitted,

/s/ Ruben Honik

Ruben Honik
HONIK LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Phone: (267) 435-1300
ruben@honiklaw.com

/s/ Daniel Nigh

Daniel Nigh
Nigh Goldenberg Raso & Vaughn, PLLC
14 Ridge Square NW
Third Floor
Washington, D.C. 20016
Phone: (850) 600-8090
dnigh@nighgoldenberg.com

/s/ Adam Slater

Adam Slater
MAZIE, SLATER, KATZ & FREEMAN, LLC
103 Eisenhower Pkwy, 2nd Flr.
Roseland, NJ 07068
Phone: (973) 228-9898
aslater@mazieslater.com

/s/ Conlee S. Whiteley

Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
Phone: (504)-524-5777
c.whiteley@kanner-law.com

MDL Plaintiffs' Co-Lead Counsel on behalf of MDL Plaintiffs' Executive Committee and MDL Plaintiffs' Steering Committee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 17, 2025, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all CM/ECF participants in this matter.

/s/ David J. Stanoch
David J. Stanoch

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: VALSARTAN, LOSARTAN, AND IRBESARTAN PRODUCTS LIABILITY LITIGATION	MDL No. 2875 HON. RENÉE M. BUMB CIVIL NO. 19-2875 (RMB)

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL OF PROPOSED
AUROBINDO IRBESARTAN ECONOMIC LOSS CLASS ACTION
SETTLEMENT, CONDITIONAL CERTIFICATION OF SETTLEMENT
CLASS, AND TO DIRECT CLASS NOTICE**

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I. INTRODUCTION

Plaintiffs Jacqueline Harris (“Consumer Plaintiff”) and Third-Party Payor MSP Recovery Claims, Series LLC (“MSP”) (“TPP Plaintiff”) (collectively, “Plaintiffs” or “Representative Plaintiffs”), individually and as representatives of the Aurobindo Economic Loss Settlement Class as defined below (all together referenced as the “Settlement Class Members” or the “Aurobindo Irbesartan Economic Loss Settlement Class Members”), filed suit against, among others, Defendants Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc., and Aurolife Pharma LLC (collectively, “Aurobindo” and also defined herein to include their predecessors, successors, subsidiaries, and affiliates and each of their past, present, and future direct or indirect parent companies, subsidiaries, divisions and affiliates, joint ventures, and each of their present and former officers, directors, employees, stockholders, partners, owners, and insurers) seeking the recovery of economic loss damages arising from the purchase of finished dose irbesartan manufactured using Aurobindo irbesartan contaminated with the impurity N-nitrosodiethylamine (“NDEA”) a probable human carcinogen (“Aurobindo Irbesartan”) (the “Irbesartan Action”).¹ Twenty-two batches of this drug substance were recalled in October of

¹ As indicated herein, this settlement pertains to Aurobindo’s contaminated irbesartan containing drugs (“ICDs”). Aurobindo continues to litigate its liability as to its recalled valsartan containing drugs (“VCDs”).

2018. Collectively, Plaintiffs and the Aurobindo Defendants shall be referred to as the “Parties.” Aurobindo denies Plaintiffs’ allegations and all alleged wrongdoing.

Plaintiffs have reached a settlement with Aurobindo that provides monetary relief to the Aurobindo Irbesartan Economic Loss Settlement Class without the delay, uncertainty, and risks associated with continued litigation, trial and the appellate process. With the assistance of the Hon. Joel Schneider, U.S.M.J. (ret.), via mediation, the parties negotiated at arms’-length and executed a Settlement Agreement² (“Settlement”) that provides the Settlement Class Members with monetary reimbursements for amounts paid for Aurobindo Irbesartan. Because the Settlement provides substantial benefits to the Settlement Class Members, Plaintiffs respectfully request that the Court grant Plaintiffs’ Unopposed Motion for Preliminary Approval of the Class Action Settlement, conditionally certify the Settlement class and direct class notice be given under Fed. R. Civ. P. 23(e). The Parties also request a preliminary approval hearing be set at the Court’s earliest convenience.

Granting this motion will allow the Parties to proceed with the Notice Plan provided for in the Settlement and proceed to a fairness hearing and, if appropriate,

² Unless stated otherwise herein, capitalized terms shall have the meaning as ascribed to them by the Settlement Agreement attached as Exhibit 1 to the Joint Declaration (“Joint Decl.”) in Support of Preliminary Approval (Exhibit A).

final approval and settlement administration. For all the reasons set forth below, the Parties' Settlement should be preliminarily approved.

II. FACTUAL BACKGROUND

A. Overview of Plaintiffs' Counsel's Investigation

Class Counsel and Plaintiffs' MDL leadership Counsel (together, "Plaintiffs' Counsel") conducted an extensive investigation into the core issues, including, but not limited to, the contamination of finished dose irbesartan manufactured using Aurobindo Irbesartan API containing nitrosamine impurities, including NDEA; the relevant regulatory documents and filings, including the applicable Drug Master File(s) and Abbreviated New Drug Application Files; communications with the FDA regarding details of the United States market recall of Aurobindo Irbesartan; the manufacturing process; the applicable standards, including, for example, FDA and ICH guidance; as well as the controlling regulations; the application of current good manufacturing practices ("cGMP") in the manufacture of Aurobindo Irbesartan; the scientific knowledge and literature; and the health and safety risks posed by the NDEA impurities.

The investigation and litigation included, but was not limited to, the production, review, and analysis of core discovery and confirmatory discovery documents produced by the Aurobindo Defendants relating to Aurobindo Irbesartan (among millions of pages of other documents produced by other MDL defendants,

including, but not limited to, regulatory filings and communications, technical documents, scientific literature and analyses, internal corporate documents, communications with customers, production and distribution databases, root cause analyses, and sales data). Relatedly, the Aurobindo Irbesartan case cannot be viewed in isolation. It followed on the heels of fully completed fact discovery as to Aurobindo's contaminated VCDs which shed significant light on all of Aurobindo's manufacturing practices and the extent of the contamination of its sartan products as a result. (*See* Joint Decl., at ¶ 4.)

Plaintiffs' Counsel's work in the MDL likewise included: identifying potential other defendants; researching causes of action and other legal issues; opposing motions to dismiss; consulting with and retaining numerous experts of varying specialties; conducting expert discovery, Daubert briefing, and related expert discovery; and numerous conferences and arguments overseen by the Court. (*See* Joint Decl., at ¶ 5.)

The Representative Plaintiffs are an individual consumer and a third-party payor who paid monetary amounts for the purchase of Aurobindo Irbesartan made with the IC Route of Synthesis ("IC ROS Irbesartan"). Plaintiffs contend that they suffered economic loss when they purchased or reimbursed for purchases of IC ROS Irbesartan contaminated with NDEA and sought economic damages for consumers and TPPs, including, but not limited to, the amounts paid for Aurobindo Irbesartan.

(*See generally* First Amended Consolidated Irbesartan Class Action Complaint, Dkt. No. 752).

Plaintiffs asserted claims for breaches of express and implied warranties, fraud, negligent misrepresentation, violations of various state consumer protection laws, unjust enrichment, negligence, and negligence *per se*. (*Id.*).

B. History of the Litigation

The litigation against Aurobindo commenced on or about November 7, 2018 with the filing of the first class action complaint seeking, in part, economic loss damages from Aurobindo attributable to its manufacturing, sale, and distribution of VCDs. This and other cases, including TPP cases, were coordinated in an MDL and then transferred and assigned by the JPML to the Hon. Robert Kugler, U.S.D.J., of the United States District Court for the District of New Jersey. Subsequent to the coordination, additional economic loss actions were filed seeking economic loss damages from Aurobindo, among others, specific to its manufacturing, sale, and distribution of ICDs which were subject to a twenty-two batch recall in October of 2018. The Irbesartan cases were later transferred to MDL No. 2875 by the JPML finding the “actions involve common questions of fact” with the VCD actions “arising from the allegation that the same or substantially similar manufacturing processes are used in the production of valsartan, losartan and irbesartan and result

in the formation of nitrosamine impurities in the same manner”. JPML Transfer Order, 12/18/19.

Master First Amended Complaints related to Irbesartan and Losartan were filed on December 18, 2020 (Dkt. Nos. 752 and 751 respectively). The Court later entered a discovery schedule requiring Defendants to respond to discovery by July 10, 2023. The production of core discovery followed.

As indicated, the courts and the parties have agreed that the Irbesartan and Losartan cases are substantially similar to the Valsartan cases, therefore the history of the Valsartan litigation, which ultimately triggered this settlement, is pertinent here. The Aurobindo Defendants joined their co-Defendants in the filing of an extensive motion to dismiss all claims including the claims for economic loss damages from the Aurobindo Defendants attributable to their manufacture of VCDs. Plaintiffs prepared extensive responsive briefing and largely prevailed in opposing the motion to dismiss. (*See* Dkt. Nos. 675, 728, 775, 818, 838, 1019).

The Irbesartan and Losartan cases proceeded with discovery consistent with agreements and orders governing the Valsartan litigation, and Plaintiffs conducted an extensive investigation and discovery with regard to the Irbesartan and Losartan claims.

C. The Parties’ Settlement Negotiations

Plaintiffs' Counsel engaged in lengthy, arm's - length negotiations with the Aurobindo Defendants to arrive at this Settlement. The negotiations occurred during a mediation process presided over by the Hon. Joel Schneider (retired), until reaching agreement on the material terms on or about November 8, 2023 and then during further negotiation to clarify certain settlement terms, culminating in the signing of a Term Sheet on April 12, 2024. Since then, Plaintiffs' Counsel and the Aurobindo Defendants' Counsel have worked to finalize the Settlement Agreement and have worked to prepare this Motion for Preliminary Approval and accompanying documents. Plaintiffs' Counsel attest that these negotiations were difficult at times, and the Parties left no stone unturned in evaluating and working to agree on all of the material terms. (*See* Joint Decl., at ¶ 8.) Plaintiffs' Counsel and TPP Class Counsel attest and affirm that this settlement is fair, adequate, and reasonable, and should be given both preliminary and final approval. (*Id.*, at ¶ 9.)

D. Settlement Class

The Aurobindo Irbesartan Economic Loss Settlement Class is defined as follows:

All individuals and third-party payors ("TPPs") in the United States and its territories and possessions who, from January 1, 2016 to the present, paid any amount of money for retail purchases of irbesartan finished drug formulations manufactured using Aurobindo irbesartan API that was manufactured using Aurobindo's IC Route of Synthesis ("IC ROS Irbesartan").

(the “Aurobindo Irbesartan Economic Loss Settlement Class” or “Settlement Class”)

The Aurobindo Irbesartan Economic Loss Settlement Class will encompass all claims for economic loss advanced or that could have been advanced by the Representative Plaintiffs, on behalf of the class members, related to the sale of IC ROS Irbesartan. The Aurobindo Irbesartan Economic Loss Settlement Class does not encompass any claims for medical monitoring or personal injury related to the purchase or use of IC ROS Irbesartan.

Persons excluded from the Class are:

- (a) Any judge or magistrate presiding over this action, and the members of their families;
- (b) the Aurobindo Defendants and affiliated entities and their officers and directors;
- (c) the Aurobindo Defendants’ counsel of record, assigns, and successors;
- (d) All federal and State governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans;
- (e) Pharmacy Benefit Managers (“PBMs”);
- (f) Plaintiffs’ counsel of record, assigns, and successors; and,
- (g) All persons or entities who properly execute and file a timely request for exclusion from any Court-approved class.

The Aurobindo Defendants agree to the Court entering an order preliminarily certifying the Settlement Class, appointing Representative Plaintiffs as representatives of the Settlement Class, and appointing Class Counsel to serve as counsel for the Settlement Class.

The Parties propose that Eisner Amper Gulf Coast, LLC (“EAG”) be appointed as the Settlement Administrator and Qualified Settlement Fund (“QSF”) Administrator, and Western Alliance Bank to be used to maintain the QSF, subject to the Court’s approval of class notice, and settlement administration.

The Aurobindo Defendants agree that Representative Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

E. Relief Benefiting the Class in the Proposed Settlement

In consideration of the full and complete Release of all Released Claims against the Aurobindo Defendants, and the dismissal of the Action with prejudice, the Aurobindo Defendants agree to provide the following consideration to the Settlement Class: \$2,000,000, which number was established based on a review and evaluation of the total quantity and price paid for the pills as tracked by IQVIA in the context of the overall liability and other issues in the litigation.

The net Aurobindo Economic Loss Class Settlement fund (“the Fund”), after deduction of the proposed attorneys’ fees, litigation expense, class notice and administration expenses, and service awards, shall be administered and allocated between the consumers and Third-Party Payors in a method as follows:

- For Consumers: Consumer members of the Settlement Class shall submit claim forms documenting their purchases of IC ROS Irbesartan. The Claims Administrator will review the claim forms and any supporting

documentation with particular attention to claims bearing indicia of fraud or mistake. Each class member will receive payment from the funds based on number of pills purchased in increments of 30 pills as documented in claim forms and supporting documents submitted. Where a class member purchased in other than 30-pill increments, e.g. for 90-pill increments, the quantity will be converted into equivalent 30-pill increments for purpose of calculation of payments. Due to the availability of punitive damages, trebling, and/or statutory penalties, except as described below, consumer recoveries will be enhanced by a multiplier up to an agreed upon cap on recovery. By way of example, a multiplier of 1.76 times the average value of a 30-pill increment of \$6.12 will be applied up to a cap of \$10.71 allowing for a claim of up to 12 months or \$128.52 per consumer. However, a Consumer class member who can sufficiently document through receipts of pharmacy records a claim in excess of the caps above paid in full by that Consumer, may receive a payment in excess of \$128.52. Total payments to Consumers will be capped at 70% of the net Aurobindo Economic Loss Settlement Fund. If the amount of payments to consumers would exceed this cap, the total consumer award shall be reduced on a pro rata basis based on the days' supply purchased by each consumer so that it will not exceed 70%

of the fund. After administration of Consumer recoveries, any unclaimed funds will revert to Third-Party Payors.

- For Third-Party Payors: Third-Party Payor members (including assignees of TPPs) of the Settlement Class shall submit claim forms documenting their (or their assignors') payments for IC ROS Irbesartan. After a determination of the total fund to be allocated to Third-Party Payors, (including any credits from the consumer allocation as set forth above) each Third-Party Payor class member will receive their pro-rata share of the funds based on dollars paid as documented in claim forms and supporting documents submitted.

Class members are limited to one claim per Class Member. Related companies such as corporate subsidiaries or affiliates may file claims either separately or combined. In no event shall more than one Class Member assert a claim for the same payments.

F. Attorneys' Fees, Expenses, and Service Awards

Plaintiffs will apply to the Court for an award of reasonable attorneys' fees up to, but not to exceed, one-third of the total amount of the fund before deducting costs and expenses, plus reasonable costs and expenses attributable to the Aurobindo Irbesartan economic loss litigation and Settlement. Plaintiffs will also seek approval of a service award of \$1000 for the consumer class representative and \$3000 for the TPP class representative for their respective participation in the litigation, including without limitation, information gathering, and preparation of pleadings on behalf of

the Class. Any payment of attorneys' fees, litigation expenses, class notice and administrative expenses, and class representative service awards, if approved, will be paid from the Settlement Fund.

G. Notice to Settlement Class Members

1. To Attorneys General

In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, Defendants, themselves or through EAG, shall provide notice of this proposed Settlement to the Attorney General of the United States and to the Attorneys General of each state in which a Settlement Class Member resides. Defendants or EAG shall also provide contemporaneous notice to Class Counsel that notice to the Attorneys General was completed along with a copy of the notice provided.

2. To Settlement Class Members

The Settlement Agreement contemplates a comprehensive notice plan, to be overseen by the experienced Settlement Administrator, EAG who administered the previous class notice given when the Valsartan litigation classes were certified.³ Class Counsel has the right to monitor and participate in the Notice and

³ The Court has previously named EAG as the Settlement Administrator and the Fund Administrator and has appointed Western Alliance Bank as the Custodian of the Fund. (Dkt. No. 2978).

Administration process to ensure that the Settlement Administrator is acting in accordance with the Settlement Agreement. (*See* Joint Decl. at ¶15).

Settlement Class Members will be notified of the Settlement by email to reasonably identifiable Settlement Class Members with valid email addresses, by text to the current or last known cellular phone numbers of all reasonably identifiable Settlement Class Members with a valid mobile number, and by first class mail to reasonably identifiable Class Members without a valid email address or mobile number, but with a valid mailing address. This will provide direct notice through various methods, which “allows for notice directly to potential class members and limits the universe of potential claimants.” *City Select Auto Sales, Inc. v. BMW Bank of N. Am., Inc.*, 867 F.3d 434, 441 (3d Cir. 2017). Due to the unavailability of records for certain class members, individual notice will be supplemented by publication notice, banner advertisements, and the posting of the long form notice and other relevant information on a website dedicated to this settlement. Publication notice will include but not be limited to, for example, online advertising using Google Display Network, YouTube, AARP and industry publications.

The Settlement Administrator will maintain a dedicated settlement website that will include the Claim Form, Opt-out Form, Full Notice, the Settlement Agreement, Court Orders regarding this Settlement, and other relevant Court documents, including Plaintiffs’ Motion for Approval of Attorneys’ Fees, Costs, and

Service Awards. Class Notice in the forms submitted to the Court in connection with [D.E. 3104-4](#) modified as necessary for a joint class notice is proposed to notify the Class of this settlement and other pending settlements. (*See* Joint Decl. at ¶15).

Finally, the Settlement Agreement accounts for any Settlement Class Members who wish to object or to exclude themselves from the Settlement. Consistent with Rule 23(e)(5)(A), the Settlement Agreement requires that any objection or opt-out request contain sufficient information to reasonably demonstrate that the submission is made by a person who has standing as a Settlement Class Member or to certify, under penalty of perjury that they have made a specific qualifying purchase or have made a good faith effort to obtain that information and in good faith believes that they are a part of the Settlement Class.

H. Release of Liability

In exchange for the foregoing, and subject to approval by this Court, Settlement Class Members who do not timely exclude themselves will be bound by a release of all claims for economic loss of the certified consumer and third-party payor settlement class related to Aurobindo irbesartan bought by Plaintiffs and the Class. (“the Released Claims”). *See Grimes v. Vitalink Commc’ns Corp.*, 17 F.3d 1553, 1563 (3d Cir. 1994). No other claims and no other Defendants other than

those listed specifically in the Settlement Agreement⁴, are released by the Settlement Agreement. All claims for economic loss, medical monitoring or personal injury related to Aurobindo valsartan are explicitly excluded from the Settlement Agreement and are not impacted or affected by this Settlement in any way. (*See* Joint Decl. at ¶ 10); Settlement Agreement Sec. V.

III. ARGUMENT

The Court’s review of a class action settlement is a two-step process consisting of preliminary approval and final approval determinations. *Udeen v. Subaru of Am., Inc.*, 2019 WL 4894568, at *2 (D.N.J. Oct. 4, 2019). At this preliminary approval stage, the Court is required to determine only “whether ‘the proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorneys, and whether it appears to fall within the range of possible approval.’” *In re Nat’l Football League Players’ Concussion Injury Litig. (“In re NFL”)*, 301 F.R.D. 191, 198 (E.D. Pa.

⁴ Albertsons Companies, LLC; Amerisource Bergen Corporation; Cardinal Health, Inc.; CVS Health Corporation; Cigna Corporation; Express Scripts Holding Company; Express Scripts, Inc.; Golden State Medical Supply Inc.; Humana, Inc.; Humana Pharmacy, Inc.; The Kroger Co.; McKesson Corporation; Optum, Inc.; Optum Rx; Red Oak Sourcing, LLC; Rite Aid Corporation; ScieGen Pharmaceuticals, Inc.; UnitedHealth Group; Walgreen Boots Alliance, Inc.; Walgreen Co.; Wal-Mart, Inc.; Westminster Pharmaceuticals, LLC; and any Doe Defendants.

2014) (quoting *Mehling v. New York Life Ins.*, 246 F.R.D. 467, 472 (E.D. Pa. 2007) (citations omitted)). Under Rule 23, a settlement falls within the “‘range of possible approval,’ if there is a *conceivable basis* for presuming that the standard applied for final approval – fairness, adequacy, and reasonableness – will be satisfied.” *In re NFL*, 301 F.R.D. at 1698 (emphasis added) (citations omitted).

In addition, “a settlement negotiation is entitled to a presumption of fairness when it resulted from arm’s length negotiations between experienced counsel.” *Hunter v. M-B Cos., Inc.*, 2020 WL 4059898, at *3 (E.D. Pa. July 20, 2020); *see also Udeen*, 2019 WL 4894568, at *2 (“A settlement is presumed fair when it results from ‘arm’s-length negotiations between experienced, capable counsel after meaningful discovery.”) (quoting *Rudel Corp. v. Heartland Payment Sys., Inc.*, 2017 WL 4422416, at *2 (D.N.J. Oct. 4, 2017)). This presumption applies in furtherance of the public policy favoring settlement, *see Ehrheart v. Verizon Wireless*, 609 F.2d 590, 594-95 (3d Cir. 2010), and “settlement of litigation is especially favored by courts in the class action setting.” *In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D 136, 144 (D.N.J. 2013). Moreover, “the participation of an independent mediator in settlement negotiations virtually [e]nsures that the negotiations were conducted at arm’s length and without collusion between the parties.” *In re ViroPharma Inc. Sec. Litig.*, 2016 WL 312108, at *8 (E.D. Pa. Jan. 25, 2016) (quoting *Hall v. AT&T Mobility LLC*, 2010 WL 4053547, at *7 (D.N.J. Oct. 13, 2010)).

Not only are there no “obvious deficiencies” in the parties’ Settlement Agreement in this case, nor any “grounds to doubt its fairness,” the standards for granting preliminary approval are easily satisfied here. Class Counsel firmly believe this Settlement is fair, adequate, and reasonable as each certify in the Joint Declaration. As discussed below, the Settlement provides a gross recovery of over 70% of what Plaintiffs estimate to be the total available compensatory damages for the conduct covered by the Class, which is an outstanding result when accounting for litigation risk and challenges and the substantial complexity, cost, and delay of ongoing litigation. The requirements for final approval should be satisfied, and Class Members will be provided with notice in a manner that satisfies the requirements of due process and Federal Rule of Civil Procedure 23(e). Therefore, Plaintiffs respectfully ask the Court to set a date for a hearing on preliminary approval and enter the proposed order, which will: (i) grant preliminary approval of the proposed settlement; (ii) find that the Aurobindo Irbesartan Economic Loss Settlement Class is likely to be certified pursuant to Federal Rule of Civil Procedure 23(b)(3) and conditionally certify the class; (iii) direct that adequate notice be given to the Settlement Class of the Settlement and their rights pursuant to the Notice Plan as set forth in the Agreement; and, (iv) schedule a hearing to consider the fairness and final approval of the Settlement.

A. The Settlement Should Be Preliminarily Approved.

At the preliminary approval stage, “[w]here the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class and falls within the range of possible approval, preliminary approval is granted.” *Shapiro v. All. MMA, Inc.*, 2018 WL 3158812, at *3 (D.N.J. June 28, 2018). Unlike final approval, “[p]reliminary approval is not binding, and it is granted unless a proposed settlement is obviously deficient.” *Zimmerman v. Zwicker & Assocs., P.C.*, 2011 WL 65912, at *2 (D.N.J. Jan. 10, 2011).

The settlement here is the result of extensive, arm’s length negotiations between experienced counsel, who believe the settlement is in the best interests of their respective clients. (See Joint Decl., ¶ 8). The settlement is well supported and will eliminate the uncertainties and risks to the Parties from proceeding further in the litigation. Indeed, the class recovery represents a recoupment of approximately 70% of the potential compensatory damages, which is an outstanding result when accounting for litigation risk, and the substantial complexities of continued litigation.

B. The *Girsh* Factors Support Preliminary Approval.

Although the foregoing analysis is sufficient for the Court to grant preliminary approval, a factor-by-factor analysis confirms this conclusion. *Udeen*, 2019 WL

4894568, at *3.⁵ The following nine factors inform the analysis at the final approval stage:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) stage of the proceedings and the amount of discovery completed; (4) risks of establishing liability; (5) risks of establishing damages; (6) risks of maintaining the class action through the trial; (7) ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Girsh v. Jepsen, 521 F.2d 153, 157 (3d Cir. 1975).

The court evaluates a class settlement “against the realistic, rather than theoretical potential recovery after trial.” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 323 (3d Cir. 2011) (en banc). In conducting the analysis, the court also “guard[s] against demanding too large a settlement based on its view of the merits of the litigation; after all, settlement is a compromise, a yielding of the highest hopes in

⁵ Rule 23(e) was amended in December 2018 to specify uniform standards for settlement approval. Courts in this district have continued to apply the same legal standards to preliminary approval after the 2018 amendments. *See, e.g., Udeen*, 2019 WL 4984568; *Smith v. Merck & Co. Inc.*, 2019 WL 3281609. Further, “[t]he 2018 Committee Notes to Rule 23 recognize that, prior to this amendment, each circuit had developed its own list of factors to be considered in determining whether a proposed class action was fair[.]” *Huffman v. Prudential Ins. Co. of Am.*, 2019 WL 1499475, at *3 (E.D. Pa. Apr. 5, 2019) (citing Fed. R. Civ. P. 23(e)(2), Advisory Committee Notes). “[T]he goal of the amendment is not to displace any such factors, but rather to focus the parties [on] the ‘core concerns’ that motivate the fairness determination.” *Id.* As such, the traditional *Girsh* factors continue to apply.

exchange for certainty and resolution.” *In re GMC Truck Fuel Tank Prods. Litig.*, 55F.3d 768, 806 (3d Cir. 1995); *see also In re: Shop-Vac Mktg. & Sales Practices Litig.*, 2016 WL 3015219, at *2 (M.D. Pa. May 26, 2016) (noting that “a satisfactory settlement may only amount to a hundredth or even a thousandth part of a single percent of the potential recovery.”) (internal citations and quotations omitted). All of the *Girsh* factors that the Court can analyze now support preliminary approval.⁶

This Settlement affords significant relief to the Class. The economic loss relief provided in the settlement is intended to include reimbursement to the Class Members of amounts paid for the Aurobindo Irbesartan, based in part on a count of the number of contaminated pills sold with Aurobindo API manufactured using the IC ROS process, and an evaluation of the overall factors applicable to the Aurobindo Irbesartan litigation.

The complexity, expense, and likely duration of ongoing litigation also support preliminary approval because, without the Settlement, the parties would be engaged in continued contested motion practice, trial, and an inevitable appeal lasting years. The claims advanced on behalf of the Class involve numerous complex legal and technical issues. Continued litigation would be time consuming and expensive, with no certainty of a favorable outcome at trial. The Settlement

⁶ The reaction of the class cannot be evaluated until after notice is issued to the Class.

Agreement secures substantial benefits for the Class with none of the delay, risk, and uncertainty of continued litigation.

The third factor, the stage of the proceedings and the amount of discovery completed, also supports preliminary approval. As noted above, the Parties have conducted core and confirmatory discovery in the Irbesartan cases, as well as extensive discovery in the substantially similar Valsartan cases, including production and review of over a million pages of documents, and depositions of numerous current and former employees of Aurobindo and other defendants, exchanged numerous expert reports, deposed numerous expert witnesses, prepared *Daubert* briefing and arguments, as well conducted confirmatory discovery specifically as to Aurobindo Irbesartan. The fourth, fifth, and sixth factors consider the risk of continued litigation.⁷ If the Parties had been unable to resolve this case through the Settlement, the litigation would have been even more protracted and costly. The trial and post-trial activity would last several more years.

As mentioned above, the eighth and ninth *Girsh* factors weigh strongly in favor of preliminary, and ultimately final, approval of this class settlement. The settlement amounts to a recoupment of over 70% of what Plaintiffs estimate to have

⁷ Courts routinely find the seventh factor – the defendant’s ability to withstand greater judgment – to be neutral, as here. That factor is typically only relevant when “the defendant’s professed inability to pay is used to justify the amount of the settlement.” *In re NFL Players Concussion Injury Litig.*, 821 F.3d 410, 440 (3d Cir. 2016).

been the total compensatory damages available, which is an outstanding result given the inherent uncertainties of litigation and the substantial complexities and potential delay in continued litigation.

The *Girsh* factors, therefore, support granting preliminary approval of the Settlement.

C. Certification of the Proposed Settlement Class Is Appropriate.

The benefits of a proposed settlement of a class action can be realized only through the certification of a settlement class. *See Amchem Prods. v. Windsor*, 512 U.S. 591, 620 (1997); *see also Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998); *Udeen*, 2019 WL 4894568, at *4. For the Court to certify a class for settlement, the “[s]ettlement [c]lass[] must satisfy the Rule 23(a) requirements of numerosity, commonality, typicality, and adequacy of representation, as well as the relevant 23(b) requirement.” *In re GMC Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 778 (3d Cir. 1995). Plaintiffs seek certification under Rule 23(b)(3), which provides for certification where “the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members [predominance], and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy [superiority].” Fed. R. Civ. P. 23(b)(3). As discussed below, these requirements are met and should be found to be met for purposes of settlement in this case.

1. Numerosity Under Rule 23(a)(1)

Rule 23(a)(1) requires that the class be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). “[G]enerally, if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the [numerosity requirement] of Rule 23(a) has been met.” *Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001) (citation omitted). Numerosity is readily met here, as there are likely thousands of Settlement Class Members. *See In re Valsartan, Losartan, & Irbesartan Prods. Liab. Litig.*, No. 19-2875 (RBK/SAK), 2023 WL 1818922, at *8, *21 (D.N.J. Feb. 8, 2023).

2. Commonality Under Rule 23(a)(2)

The second prong of Rule 23(a) – commonality – requires “consideration of whether there are ‘questions of law or fact common to the class[.]’” *Reyes v. Netdeposit, LLC*, 802 F.3d 359, 482 (3d Cir. 2015) (citing Fed. R. Civ. P. 23(a)(2)). “A putative class satisfies Rule 23(a)’s commonality requirement if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class.” *Id.* (quoting *Rodriguez v. Nat’l City Bank*, 726 F.3d 372, 382 (3d Cir. 2013)). This “bar is not a high one.” *Reyes*, 802 F.3d at 486 (quoting *Rodriguez*, 726 F.3d at 382). The Third Circuit has “acknowledged commonality to be present even when not all plaintiffs suffered an actual injury, when plaintiffs did not bring identical claims, and, most dramatically, when plaintiffs’ claims may not have been

legally viable[.]” *Id.*; see also *In re Prudential Ins. Co. Sales Litig.*, 148 F.3d 283, 310 (3d Cir. 1998) (“A finding of commonality does not require that all class members share identical claims, and factual differences among the claims ... do not defeat certification.”).

In the Valsartan cases, it was previously determined that common questions of law and fact exist to satisfy the commonality requirement of Rule 23(a)(2), including “that defendants’ tortious conduct caused the contamination of the ingested VCDs;” whether class members “paid in whole or in part for their insureds’ VCD prescriptions, regardless of the variability in the prescription specifics;” “whether paid-for / reimbursed VCD prescriptions were contaminated according to FDA recalls;” and “whether, and to what extent, the VCDs, because of their contamination, were worth less than the price paid for / reimbursed...class members.” *In re Valsartan*, 2023 WL 1818922, at *8, *21.

As the claims and facts underlying the Irbesartan case are similar to those in the Valsartan case, the aforementioned questions of law and fact also apply to irbesartan-containing drugs. Common questions as to all Aurobindo Irbesartan Economic Loss Settlement Class Members abound and include whether the Aurobindo Defendants manufactured ICDs contaminated with nitrosamines including NDEA; whether the Aurobindo Defendants committed material CGMP violations at their manufacturing site(s); what was the root cause of the

contamination for the Aurobindo Defendants' ICDs; and whether the actions of Aurobindo met the elements of the claims for express warranty, common law fraud, negligence, unjust enrichment, or amount to violations of various state consumer protection statutes.

These common questions (among others) will lead to answers common to the class. Since Plaintiffs' and the class claims all arise out of a common wrong (i.e., Aurobindo's manufacture of economically devalued ICDs), which injured each of them in the same way, Rule 23(a)(2)'s commonality requirement is satisfied.

3. Typicality Under Rule 23(a)(3)

Rule 23(a)(3)'s typicality requirement is also met because the claims of all Settlement Class Members, including the Class Representatives, arise out of the same alleged conduct involving Aurobindo's sale of irbesartan, a generic hypertensive medicine contaminated with probable human carcinogens. *In re Valsartan*, 2023 WL 1818922, at *10, *22; *see also Baby Neal v. Casey*, 43 F.3d 48, 58 (3d Cir. 1994); *In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D. at 149 (stating "low threshold" – "if the claims of the named plaintiffs and class members involve the same conduct by the defendant, typicality is established.") (citation omitted).

4. Adequacy of Representation Under Rule 23(a)(4)

The final requirement of Rule 23(a) is that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4); *see*

Gotthelf v. Toyota Motor Sales, U.S.A., Inc., 525 F. App'x 94, 100-01 (3d Cir. 2013). In assessing the adequacy of a proposed class representative, courts consider whether he or she “has the ability and incentive to represent the claims of the class vigorously, that he or she has obtained adequate counsel, and that there is no conflict between the individual’s claims and those asserted on behalf of the class.” *Ritti v. U-Haul Int’l., Inc.*, 05-4182, 2006 WL 1117878, at *5 (E.D. Pa. Apr. 26, 2006) (quoting *Hassine v. Jeffres*, 846 F.2d 169, 179 (3d Cir. 1988)).

Here, the Class Representatives will fairly and adequately protect the interests of the class because “their legal interests are aligned with those of the unnamed class members.” *In re Valsartan*, 2023 WL 1818922, at *11, *22. Each Class Representative recognizes and accepts their responsibilities as a class representative and has actively participated in the litigation of this case and communicated regularly with their attorneys and Plaintiffs’ Counsel about the proceedings. Moreover, Plaintiffs’ Counsel drew upon their extensive experience with similar class action and complex lawsuits to negotiate an excellent resolution for the Settlement Class. The Court has already found Class Counsel to be highly qualified and other MDL leadership counsel who were involved in this settlement likewise possess similar credentials having been appointed to co-lead, PEC, or PSC leadership positions by the Court (Dkt. Nos. 2261, 96 (CMO 6 appointing MDL leadership)). Based upon the substantial benefit offered through the settlement

achieved by Class Counsel and MDL leadership counsel alongside the Class Representatives, Plaintiffs respectfully submit the adequacy requirement is satisfied.

5. The Requirements of Rule 23(b)(3) Are Met.

Plaintiffs seek to certify this Settlement Class under Rule 23(b)(3), which has two components: predominance and superiority. In making these assessments, the court may consider that there is no further consideration of manageability for trial. *See Amchem*, 521 U.S. at 618 (citing Fed. R. Civ. P. 23(b)(3)(D)).

The focus of the predominance “inquiry is on whether the defendant’s conduct was common as to all of the class members, and whether all of the class members were harmed by the defendant’s conduct.” *Sullivan*, 667 F.3d at 298. Here, there are several common questions of fact and law that predominate over any questions that may affect individual Class Members. If the case were to proceed, the ultimate issue would center on Aurobindo’s common course of conduct – namely, whether they are liable for the manufacture and sale of contaminated irbesartan pills. These questions are shared among all Settlement Class Members and are subject to “generalized proof.” *Henderson v. Volvo Cars of N. Amer., LLC*, No. 09-cv-4146, 2013 WL 1192479, at *4. Accordingly, predominance is satisfied. *In re Valsartan*, 2023 WL 1818922, at *12-15, *23.

The second prong of Rule 23(b)(3) – that a class action be superior to other available methods for the fair and efficient adjudication of the controversy – is also

readily satisfied. *See* Fed. R. Civ. P. 23(b)(3). Superiority requires the Court to consider whether or not “a class action is superior to other available methods of fairly and efficiently adjudicating the controversy.” *Sullivan*, 667 F.3d at 296 (citations omitted); *see McCoy v. Health Net, Inc.*, 569 F. Supp. 2d 448, 457 (D.N.J. 2008). Because litigating the numerous relatively small claims on an individual basis against the Aurobindo Defendants would not be economically feasible, “class status here is not only the superior means, but probably the only feasible [way] ... to establish liability and perhaps damages.” *Augustin v. Jablonsky*, 461 F.3d 219, 229 (2d Cir. 2006) (quoting *Tardiff v. Knox County*, 365 F.3d 1, 7 (1st Cir. 2004)). Moreover, the Parties’ Settlement will relieve the “needless duplication of effort,” burdens, and other inefficiencies that would result from repeated adjudication of the same issues. *Henderson*, 2013 WL 1192479, at *6 (citing *In re Corrugated Container Antitrust Litig.*, 80 F.R.D. 244, 252-53 (S.D. Tex. 1978)). The Settlement Agreement provides Settlement Class Members with prompt, certain, and adequate relief, and establishes clearly defined administrative procedures to ensure due process and preservation of rights. Thus, a class action for settlement purposes, which requires even less scrutiny, is a superior means of resolving this controversy.

Accordingly, Plaintiffs request that the Court certify the Aurobindo Irbesartan Economic Loss Settlement Class. *See* Fed. R. Civ. P. 23(e)(1)(B).

D. The Court Should Approve the Notice Plan.

Under Federal Rule of Civil Procedure 23(e), class members who would be bound by a settlement are entitled to reasonable notice before the Settlement is approved. *See* Fed. Jud. Ctr., *Manual for Complex Litig.* Fourth, § 30.212 (2004). Under Rule 23(b)(3), “the Court must direct to class members the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable efforts.” *In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, No. 3:08-md-01998, 2009 WL 5184352, at *12 (W.D. Ky. Dec. 22, 2009) (citing Fed. R. Civ. P. 23(c)(2)(B)). To satisfy these standards and “comport with the requirements of due process, notice must be ‘reasonably calculated to reach interested parties.’” *Id.* (quoting *Fidel v. Farley*, 534 F.3d 508, 514 (6th Cir. 2008)).

The proposed forms of Notice, each attached to the Renewed Declaration of Brandon Schwartz, (Exhibit B), include all legal requirements and explain the settlement concisely using clear, simple terms. *See* Fed. R. Civ. P. 23(c)(2)(B). The Notice Plan flows from and draws upon the Notice Plan previously approved by the Court for notice of the litigation class certification ruling in the Valsartan case. The Notice Plan described above provides the best notice practicable under the circumstances. *See Henderson*, 2013 WL 1192479, at *12-13. An experienced vendor will oversee the process of compiling the contact information for Class Members and will then use this information to implement the Notice that will be sent

via email, text, and/or first-class mail to all Class Members. In addition, individual notice will be supplemented by publication notice, as described *supra*. Notice of the Settlement will also be available on a dedicated website created and maintained by the Settlement Administrator. Therefore, the Notice and Notice Plan should be approved.⁸

E. A Final Approval Hearing Should be Scheduled.

Finally, the Court should schedule a final approval hearing to decide whether to grant final approval of the Settlement, consider Class Counsel's request for attorneys' fees, expenses, and service awards for the Class Representatives, consider any objections made and exclusions requested, and determine whether to dismiss the settled portion of this action with prejudice. *See* Fed. Jud. Ctr., *Manual for Complex Litig.* Fourth § 30.44 (2004); *In re Nat'l Football League Players Concussion Injury Litig.*, 775 F.3d 570, 581-83 (3d Cir. 2014). Plaintiffs respectfully request that the final approval hearing be scheduled at least 160 days from the date an order of preliminary approval is entered.

IV. CONCLUSION

Plaintiffs respectfully request that this Court enter an Order: (1) preliminarily approving the Settlement; (2) finding that the Settlement Class is likely to be

⁸ Class Counsel and EAG recommend that notice of the three pending settlements be given together which will reduce the notice costs for each class. (See Joint Decl., ¶ 12, footnote 1).

certified and conditionally certify the class, (3) directing notice to Class Members consistent with the Notice Plan; and (4) scheduling a final approval hearing. A proposed order granting this relief is submitted with this memorandum.

Dated: October 17, 2025

/s/ Ruben Honik

Ruben Honik
HONIK LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Phone: (267) 435-1300
ruben@honiklaw.com

/s/ Adam Slater

Adam Slater
**MAZIE, SLATER, KATZ &
FREEMAN, LLC**
103 Eisenhower Pkwy, 2nd Flr.
Roseland, NJ 07068
Phone: (973) 228-9898
aslater@mazieslater.com

MDL Plaintiffs' Co-Lead Counsel

/s/ Daniel Nigh

Daniel Nigh
**NIGH GOLDENBREG RASO &
VAUGHN, PLLC**
14 Ridge Square NW
Third Floor
Washington, D.C. 20016
Phone: (850) 600-8090
dnigh@nighgoldenberg.com

/s/ Conlee S. Whiteley

Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
Phone: (504) 524-5777
c.whiteley@kanner-law.com

/s/ Ruben Honik

Ruben Honik

HONIK LLC

1515 Market Street, Suite 1100

Philadelphia, PA 19102

Phone: (267) 435-1300

ruben@honiklaw.com

/s/ Conlee S. Whiteley

Conlee S. Whiteley

KANNER & WHITELEY, LLC

701 Camp Street

New Orleans, LA 70130

Phone: (504) 524-5777

c.whiteley@kanner-law.com

/s/ John R. Davis

John R. Davis

SLACK DAVIS SANGER, LLP

6001 Bold Ruler Way, Suite 100

Austin, TX 78746

Phone: (512) 795-8686

jdavis@slackdavis.com

Consumer Economic Loss Co-Lead Class Counsel

/s/ Jorge Mestre

Jorge Mestre

RIVERO MESTRE LLP

2525 Ponce de Leon Blvd., Suite

1000

Miami, FL 33134

Phone: (305) 445-2500

jmestre@riveromestre.com

/s/ Gregory P. Hansel

Gregory P. Hansel

**PRETI, FLAHERTY, BELIVEAU
& PACHIOS, CHARTERED, LLP**

One City Center

P.O. Box 9546

Portland, ME 04112

Phone: (207) 791-3000

ghansel@preti.com

Third-Party Payor Economic Loss Co-Lead Class Counsel

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: VALSARTAN, LOSARTAN, AND IRBESARTAN PRODUCTS LIABILITY LITIGATION	HON. RENÉE M. BUMB NO. 19-MD-2875

**JOINT DECLARATION IN SUPPORT OF PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF PROPOSED AUROBINDO
IRBESARTAN ECONOMIC LOSS CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION AND TO DIRECT CLASS NOTICE**

1. This declaration of Class Counsel and Plaintiffs’ MDL Leadership Counsel (together, “Plaintiffs’ Counsel”) is submitted in support of Plaintiffs’ Motion for Preliminary Approval of Proposed Aurobindo Economic Loss Class Action Settlement, Conditional Certification, and to Direct Class Notice, based upon the Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) entered into between Plaintiffs MSP Recovery Claims, Series LLC (“MSPRC”) (“TPP Plaintiff”) and Plaintiff Jacqueline Harris (“Consumer Plaintiff”), (collectively “Plaintiffs” or “Representative Plaintiffs”), individually and as representatives of the Class (as defined in the Settlement Agreement), (all together referenced as the “Settlement Class Members”), and Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc. and Aurolife Pharma LLC (defined herein to include

their predecessors, successors, subsidiaries and affiliates and each of their past, present and future direct or indirect parent companies, subsidiaries, divisions affiliates and joint ventures, and each of their present and former officers, directors, employees, stockholders, partners, owners, and insurers), (collectively “Aurobindo Defendants”). Collectively, Plaintiffs and the Aurobindo Defendants shall be referred to as the “Parties.” The Settlement Agreement is attached hereto as Exhibit 1.

2. The proposed class action settlement is the product of arms-length, lengthy negotiations, against the backdrop of extensive litigation. This declaration provides the background and details relevant to the application.

3. Plaintiffs’ Counsel conducted an extensive investigation into the core issues, including but not limited to the contamination of Aurobindo’s Irbesartan API and finished dose medication with probable human carcinogen nitrosamine impurities, including N-nitrosodiethylamine (“NDEA”), the scientific literature regarding the genotoxicity and probable human carcinogenicity of NDEA, the relevant regulatory documents and filings including the applicable Drug Master File(s) and Abbreviated New Drug Application Files, communications with the FDA and foreign regulatory agencies, the details of the United States market recall of the at-issue irbesartan, the chemical reactions and mechanisms involved in the manufacturing process at issue, the applicable United States regulatory standards,

including for example FDA and ICH guidance, as well as the controlling regulations, the application of current good manufacturing practices (“cGMP”) in the manufacture of the at-issue Aurobindo irbesartan API and finished dose, the scientific knowledge and literature at issue, the health and safety risks posed by the NDEA impurities, the distribution and sale channels of the irbesartan down through the supply chain, databases and spreadsheets quantifying pills sales and the implementation of the recall of the pills, and analysis of pricing data.

4. The investigation and litigation included but was not limited to the production, review, and analysis of extensive documents produced by the Aurobindo Defendants relating to Aurobindo Valsartan (among millions of other pages of documents produced by other MDL defendants, including but not limited to regulatory filings and communications, technical documents, scientific literature and analyses, internal corporate documents including standard operating procedures and testing data, communications with customers, production and distribution databases, root cause analyses, and distribution and sales data) bearing on the nitrosamine contamination issues in this case.

5. Plaintiffs’ Counsel’s work likewise included: researching causes of action and other legal issues; opposing motions to dismiss; consulting with and retaining numerous experts of varying specialties and conducting full expert discovery; *Daubert* briefing and argument; class certification briefing and related

expert discovery; and numerous conferences and arguments overseen by the Court with respect to Aurobindo and other Defendants' valsartan products as relates to the nitrosamine contamination that is the subject of this MDL.

6. After the litigation was consolidated into an MDL, the Aurobindo Defendants joined their co-Defendants in the filing of an extensive motion to dismiss all claims including the claims for economic loss damages attributable to sales of valsartan. Plaintiffs prepared extensive responsive briefing and largely prevailed in opposing the motion to dismiss as to Valsartan. (*See* Dkt. Nos. [675](#), [728](#), [775](#), [818](#), [838](#), [1019](#)). Subsequently, remaining defendants have stipulated that the rulings will apply in the Losartan and Irbesartan cases. (*See* Dkt. No. [2803](#)).

7. Previously the Court certified similar litigation class actions against Aurobindo and its co-defendants as to contaminated Valsartan. Plaintiffs briefed an extensive opposition to the Rule 23(f) petition submitted by Defendants, which the Third Circuit ultimately denied by Order dated May 1, 2023. *See Valsartan Losartan and Irbesartan Prods. Liab. Litig.*, No. 23-8005, [Dkt. No. 60](#) (3d Cir. May 1 2023).

8. Plaintiffs' Counsel engaged in lengthy, arm's - length negotiations with Aurobindo to arrive at this settlement. The negotiations occurred primarily in person *via* a mediation process presided over by the Hon. Joel Schneider (retired), until reaching agreement on the material terms in November of 2023, and then during ongoing negotiations to clarify certain settlement terms, culminating in the signing

of a Term Sheet on April 12, 2024. Since then, Plaintiffs' Counsel have worked to finalize the Settlement Agreement and to prepare a Motion for Preliminary Approval and accompanying documents. The negotiations with Aurobindo were prolonged and the Parties left no stone unturned in evaluating and working to agree on all of the material terms.

9. Consumer Class Counsel and TPP Class Counsel attest and affirm their strong belief that this settlement is fair, adequate, and reasonable, and should be given both preliminary and final approval.

10. The Aurobindo Irbesartan Economic Loss Settlement Class is defined as follows:

All individuals and third-party payors ("TPPs") in the United States and its territories and possessions who, from January 1, 2016 to the present, paid any amount of money for retail purchases of irbesartan finished drug formulations manufactured using Aurobindo irbesartan API that was manufactured using Aurobindo's IC Route of Synthesis ("IC ROS Irbesartan").

(the "Aurobindo Irbesartan Economic Loss Class").

Persons excluded from the Class are:

- (a) Any judge or magistrate presiding over this action, and members of their families;
- (b) The Aurobindo Defendants and affiliated entities and their officers and directors;
- (c) The Aurobindo Defendants' counsel of record, assigns and successors;

- (d) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans;
- (e) Pharmacy Benefit Managers (“PBMs”);
- (f) Plaintiffs’ counsel of record, assigns and successors; and,
- (g) All persons or entities who properly execute and file a timely request for exclusion from any Court-approved class.

If approved, the Settlement will provide substantial benefits to the proposed Settlement Class. This Class does not encompass any claims for medical monitoring or personal injury related to purchase or use of IC ROS Aurobindo Irbesartan which are being settled separately, and does not affect those claims in any way. It also does not encompass or affect any economic loss, medical monitoring or personal injury claims with regard to Aurobindo Valsartan, which claims are expressly excluded from this Settlement.

11. The Aurobindo Defendants have agreed to pay \$2,000,000.00 to the Settlement Class (“Settlement Fund”), which amount was established based on a review and evaluation of the total quantity and price paid for the pills sold at the retail level, and other relevant factors related to the strengths and weaknesses of the claims and defenses. (SA at §IV). The Parties engaged in confirmatory discovery during the negotiations, which was also informed and supported by Plaintiffs’ economic loss expert, who consulted with Plaintiffs as to sales data and pricing. The Settlement Fund available for distribution to the Settlement Class after deduction of

any attorneys' fees, expenses, and class representative service awards that may be ordered by the Court, shall be allocated as follows (based on a negotiation between counsel for the TPPs and Consumer Representative Plaintiffs and mediation with Judge Schneider):

For Consumers: Consumer members of the Settlement Class shall submit claim forms documenting their purchases of Aurobindo Irbesartan as provided in the Settlement Agreement and approved by the Court. The Claims administrator will review the claim forms and any supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. For each valid claim, a Consumer member of the class shall receive from the Fund a distribution of no more than \$10.71 for each 30-day supply purchased and no more than a total of \$128.52 per Consumer. However, a Consumer class member who can sufficiently document through receipts or pharmacy records, a claim in excess of the caps above paid in full by that Consumer, may receive a payment in excess of these caps. Total payments to Consumers will be capped at 70% of the net Aurobindo Economic Loss Class Settlement fund. If the amount of payments to consumers would exceed this cap, the total consumer award shall be reduced on a pro rata basis based on the days' supply purchased by each consumer so that the claims distribution will not exceed 70% of the Fund.

For Third Party Payors: Third Party Payor class members (including assignees of TPPs) of the Settlement Class shall submit claim forms documenting their (or their assignors') payments for Aurobindo IC ROS Irbesartan as provided in the Settlement Agreement and approved by the Court. The Claims administrator will review the claim forms and any supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. After payment of the consumer claims as provided above, the remainder of the Fund shall be distributed to each valid TPP class members (including assignees) on a pro rata basis according to the total amount of each TPP's qualifying and documented payments.

Class members are limited to one claim per Class Member.

12. The current estimated cost of settlement notice and administration to be attributed to the Aurobindo Settlement is estimated to be under \$60,000.¹

13. Plaintiffs will apply to the Court for an award of reasonable attorneys' fees up to, but not to exceed, one-third of the total amount of the fund before deducting costs and expenses, plus reasonable costs and expenses attributable to the Aurobindo economic loss litigation and settlement class notice. Each party shall have the right of appeal to the extent the award is inconsistent with the Settlement

¹ This estimate is based upon Class Counsel and EAG's recommendation that the notice of the three pending settlements be given together. If separate class notice is given, this number will increase.

Agreement. Attorneys' Fees and Expenses shall be in addition to the Representative Plaintiffs' Service Awards.

14. Plaintiffs will seek approval of service awards in the amount of \$1000 for the Consumer class representative and \$3000 for the TPP class representative, MSP, for its participation in information gathering, discovery and depositions on behalf of the class.

15. The Settlement Agreement includes a comprehensive notice plan, to be overseen by the experienced Settlement Administrator: EAG Gulf Coast, LLC ("EAG"). Class Counsel has the right to monitor and participate in the Notice and Administration process to ensure that the Settlement Administrator is acting in accordance with the Settlement Agreement. The Notice in the forms set forth in the Renewed Declaration of Brandon Schwartz Regarding the Proposed Notice Plan, (attached as Exhibit B to Plaintiffs' Memorandum of Law in Support of Motion for Preliminary Approval of Proposed Aurobindo Irbesartan Economic Loss Class Action Settlement, Conditional Certification and to Direct Class Notice) is proposed for notification to the Class.

16. Settlement Class Members will be notified of the Settlement by email to reasonably identifiable Settlement Class Members with valid email addresses, by text to the current or last known cellular phone numbers of all reasonably identifiable Settlement Class Members with a valid mobile number, and by first class mail to

reasonably identifiable Class Members without a valid email address or mobile number, but with a valid mailing address. This will provide direct notice through various methods, which “allows for notice directly to potential class members and limits the universe of potential claimants.” *City Select Auto Sales Inc. v. BMW Bank of N. Am. Inc.*, 867 F.3d 434, 441 (3d Cir. 2017). Due to the unavailability of records for certain class members, individual notice will be supplemented by publication notice, including but not limited to, for example, online advertising using Google Display Network, Programmatic platforms, Facebook and Instagram, AARP, and YouTube, search advertising using Google Ads, industry publications such as America’s Benefit Specialist, NABIP, etc., and/or PR Newswire.

17. The Settlement Administrator will maintain a dedicated settlement website that will include the Claim Form, Opt-out Form, Full Notice, the Settlement Agreement, Court Orders regarding this Settlement, and other relevant Court documents, including Plaintiffs’ Motion for Approval of Attorneys’ Fees, Costs, and Service Awards.

18. The Settlement Agreement accounts for any Settlement Class Members who wish to object or exclude themselves from the settlement. Consistent with Rule 23(e)(5)(A), the Settlement Agreement requires that any objection or opt-out request contain sufficient information to reasonably demonstrate that the submission is made by a person who has standing as a Settlement Class Member, or certification, under

penalty of perjury, that they have made a specific qualifying purchase or have made a good faith effort to obtain that information and in good faith believes that they are a part of the Settlement Class.

19. In exchange for the foregoing – and subject to approval by the Court – Plaintiffs and Class Members who do not timely exclude themselves will be bound by a release of all certified consumer and third-party payor class action claims for economic loss related to Aurobindo Irbesartan brought by Plaintiffs (“the Released Claims”). No other claims and no other defendants other than those specifically listed in the Settlement Agreement, are released by the Settlement Agreement.

All claims related to Aurobindo Valsartan, claims for medical monitoring related to Aurobindo Irbesartan (the subject of a separate agreement), and all claims for personal injury related to Aurobindo Irbesartan (the subject of a separate agreement) are explicitly excluded from this Agreement and are not impacted or affected by this Agreement or included in the definition of the Action in any way.

20. As stated above, the settlement here is the result of extensive, arms'-length negotiations that extended over the course of several months between experienced counsel, who believe the settlement is in the best interests of their respective clients.

21. Each class representative recognizes and accepts their responsibilities as a class representative and has actively participated in the litigation of this case and

communicated regularly with their attorneys and Class Counsel about the proceedings. Moreover, MDL leadership counsel acting for common benefit, drew upon its extensive experience with similar class action and complex lawsuits to negotiate an excellent resolution for the Settlement Class.

Dated: October 17, 2025

/s/ Ruben Honik

Ruben Honik
HONIK LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Phone: (267) 435-1300
ruben@honiklaw.com

/s/ Conlee S. Whiteley

Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
Phone: (504) 524-5777
c.whiteley@kanner-law.com

/s/ John R. Davis

John R. Davis
SLACK DAVIS SANGER, LLP
6001 Bold Ruler Way, Suite 100
Austin, TX 78746
Phone: (512) 795-8686
jdavis@slackdavis.com

Consumer Economic Loss Co-Lead Class Counsel

/s/ Jorge Mestre

Jorge Mestre
RIVERO MESTRE LLP
2525 Ponce de Leon Blvd., Suite 1000
Miami, FL 33134
Phone (305) 445-2500
jmestre@riveromestre.com

/s/ Gregory P. Hansel

Gregory P. Hansel
**PRETI, FLAHERTY, BELIVEAU
&
PACHIOS, CHARTERED, LLP**
One City Center
P.O. Box 9546
Portland, ME 04112
Phone: (207) 791-3000
ghansel@preti.com

Third-Party Payor Economic Loss Co-Lead Class Counsel

/s/ Ruben Honik

Ruben Honik
Honik LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Phone: (267) 435-1300
ruben@honiklaw.com

/s/ Daniel Nigh

Daniel Nigh
**Nigh Goldenberg Raso & Vaughn,
PLLC**
14 Ridge Square NW
Third Floor
Washington, D.C. 20016
Phone: (850) 600-8090
dnigh@nighgoldenberg.com

/s/ Adam Slater

Adam Slater
**MAZIE, SLATER, KATZ &
FREEMAN,
LLC**
103 Eisenhower Pkwy, 2nd Flr.
Roseland, NJ 07068
Phone: (973) 228-9898
aslater@mazieslater.com

/s/ Conlee S. Whiteley

Conlee S. Whiteley
KANNER & WHITELEY, LLC
701 Camp Street
New Orleans, LA 70130
Phone: (504) 524-5777
c.whiteley@kanner-law.com

MDL Plaintiffs' Co-Lead Counsel

**AUROBINDO IRBESARTAN ECONOMIC LOSS CLASS
SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (the “Settlement Agreement,” and the settlement itself, the “Settlement”) is entered into between Plaintiffs Jacqueline Harris (“Consumer Plaintiff”) and MSP Recovery Claims, Series LLC (“MSP”) and Maine Automobile Dealers Association, Inc. (“MADA”) (together, Third-Party Payor “TPP Plaintiffs,” and together with the Consumer Plaintiff, “Plaintiffs” or “Representative Plaintiffs”), individually and as representatives of the Settlement Class (as defined below, and all together referenced as the “Settlement Class Members”), and Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc., and Aurolife Pharma LLC (collectively, the “Aurobindo Defendants”). Collectively, Plaintiffs and the Aurobindo Defendants shall be referred to as the “Parties.” The Settlement Agreement is intended to fully, finally, and forever resolve, discharge, and settle the consumer and third-party payor class action claims for economic loss related to the manufacture, supply, distribution, marketing, and sale of finished dose irbesartan manufactured using irbesartan active pharmaceutical ingredient manufactured by Aurobindo Pharma Ltd. allegedly containing nitrosamine impurities (“Aurobindo Irbesartan”) brought by Plaintiffs in *In re: Valsartan, Losartan, Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875, pending in the United States District Court for the District of New Jersey (the “MDL” or the “Action”), and all matters raised or that could have been raised therein, subject to the terms and conditions hereof and approval by the Court. Except as specifically set forth herein as to certain releases and dismissals of downstream entities, no other parties other than the Representative Plaintiffs, Settlement Class Members, and the Aurobindo Defendants are parties to or addressed, impacted, or released by this Settlement Agreement, and no other claims or actions are the subject of this Settlement Agreement, and in particular any and all claims related to finished dose valsartan or active pharmaceutical ingredient manufactured,

distributed, or sold by the Aurobindo Defendants and allegedly containing nitrosamine impurities (“Aurobindo Valsartan”), all claims for medical monitoring related to Aurobindo Irbesartan, (the subject of a separate agreement), and all claims for personal injury related to Aurobindo Irbesartan (the subject of a separate agreement) are explicitly excluded from this Settlement Agreement and are not impacted or affected by this Settlement Agreement or included in the definition of the Action in any way.

I. RECITALS

1. WHEREAS, Plaintiffs have filed the above-referenced Action as a class action against, among others, the Aurobindo Defendants, which pleads a substantially similar class action as to that alleged in the Aurobindo Valsartan case in the MDL;

2. WHEREAS, the Aurobindo Defendants deny Plaintiffs’ allegations and claims, and the Settlement of the Action shall not constitute or be construed as any admission of liability or wrongdoing on the part of the Aurobindo Defendants. Any such liability or wrongdoing is expressly denied. The Aurobindo Defendants do not waive any defenses they asserted or could have asserted in the Action, including the absence of personal jurisdiction, with regard to any unsettled claims;

3. WHEREAS, the Parties have conducted limited discovery as to Aurobindo Irbesartan, including review and production of documents as well as confirmatory discovery during several months of arms-length negotiations under the supervision of a mediator;

4. WHEREAS, the Parties, following discovery, investigation, litigation, and careful analysis of their respective claims and defenses, knowledge of the litigation of claims and defenses, and class certification as to the substantially similar Aurobindo Valsartan product, and with full understanding of the risks, expense, and uncertainty of continued litigation, desire to compromise

and settle all issues and claims that were, or could have been, brought in the Action by, or on behalf of Plaintiffs with respect to any allegation brought or that could have been brought in the Action as to Aurobindo Irbesartan;

5. WHEREAS, the payment obligations set forth herein may be satisfied by one or more of the Aurobindo Defendants, jointly and severally;

6. WHEREAS, the resolution of the claims and relief at issue in this Settlement Agreement was negotiated independently from any other claim or category of claims, and the relief set forth herein is not linked to or dependent upon the negotiations, conditions, terms, or amounts of the relief agreed upon with regard to any other claims or categories of claims;

7. WHEREAS, this Settlement Agreement is the result of arms-length negotiations between the Parties and mediation with the Honorable Joel Schneider, U.S.M.J. (ret.), and in the view of counsel for the Parties, based upon the information exchanged to date, is fair, reasonable, and adequate;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

II. DEFINITIONS

Whenever the following capitalized terms are used in this Settlement Agreement and in the attached Exhibits (in addition to any definitions provided elsewhere in this Settlement Agreement), they shall have the following meanings:

1. **“Attorneys’ Fees and Expenses”** means the amount awarded by the Court to compensate the attorneys for Plaintiffs and the Settlement Class including members of the Plaintiffs’ Steering Committee, Plaintiffs’ Executive Committee, and Plaintiffs’ Class Counsel, and is inclusive of all attorneys’ fees, costs, and expenses of any kind in connection with the Action. Attorneys’ Fees and Expenses shall be deducted from the monetary fund created by the Settlement.

2. **“Claim”** or **“Claim for Reimbursement”** shall mean the timely submission of the required Claim Form and any proof by which a Settlement Class Member seeks to claim the reimbursement or compensation available under this Settlement Agreement.

3. **“Claim Form”** means the forms, to be provided to the Settlement Class Members via the Settlement website.

4. **“Class Counsel”** shall mean consumer class counsel John R. Davis, Esq., Slack Davis Sanger LLP, Ruben Honik, Esq., Honik Law, and Conlee S. Whiteley, Esq., Kanner & Whiteley, LLP, and TPP class counsel Gregory P. Hansel, Esq., Preti Flaherty Beliveau & Pachios, Chartered, LLP, and Jorge A. Mestre, Esq., Rivero Mestre LLP.

5. **“Class Notice”** means the notice to be provided to Settlement Class Members in accordance with the Preliminary Approval Order issued by the Court.

6. **“Court”** refers to the United States District Court for the District of New Jersey.

7. **“Defendants’ Counsel”** means John P. Lavelle, Jr., Morgan, Lewis & Bockius LLP.

8. **“Effective Date”** means ten (10) business days after the later of (a) the date upon which the time for seeking appellate review of the Judgment (by appeal or otherwise) shall have expired; or (b) the date upon which the time for seeking appellate review of any appellate decision affirming the Judgment (by appeal or otherwise) shall have expired and all appellate challenges to the Judgment shall have been dismissed with prejudice without any person having further right to seek appellate review thereof (by appeal or otherwise).

9. **“Final Approval Order”** means the Court’s order granting final approval to the Settlement and dismissing the Action with prejudice.

10. **“Final Fairness Hearing”** means the hearing at which the Court will consider whether to finally approve the Settlement Agreement as fair, reasonable, and adequate, certify the

Class for Settlement purposes, award Attorneys' Fees and Expenses, award Service Awards for the Representative Plaintiffs, enter the Judgment, and make such other final rulings as are contemplated by or necessary or advisable for the efficient implementation of this Settlement Agreement.

11. **"Judgment"** means the judgment, substantially in the form attached hereto as Exhibit A, to be entered by the Court in the Action finally approving this Settlement Agreement and dismissing the Action with prejudice.

12. **"Notice Completion Date"** means the date on which the Settlement Administrator completes the original transmission of the Class Notice to Settlement Class Members.

13. **"Notice Date"** means the date the Settlement Administrator provides the Class Notice to the Settlement Class Members. Subject to the Court's approval, the Notice Date shall be as soon as reasonably practicable after the Court enters a Preliminary Approval Order.

14. **"Preliminary Approval Order"** means the Court's order preliminarily approving the terms of this Settlement Agreement as fair, reasonable, and adequate, including the Court's approval of the form and manner of giving notice to Settlement Class Members, substantially as set forth in Exhibit B.

15. **"Released Claims"** or **"Settled Claims"** means the claims that will be released and settled as part of this Settlement Agreement.

16. **"Released Parties"** shall mean all entities and individuals against whom claims are released pursuant to Section V herein.

17. **"Representative Plaintiffs"** shall mean Jacqueline Harris, MSP, and MADA.

18. **"Service Awards"** means the \$1,000 that Defendants have agreed will be paid from the common fund to the consumer Representative Plaintiff, and the \$3,000 that Defendants have

agreed will be paid from the common fund to each of the TPP Representative Plaintiffs (for a combined total of \$7,000) who have served as putative class representatives in the Action, upon finalization of this Settlement Agreement and approval by the Court. Any payment for Service Awards shall be deducted from the monetary fund created by the Settlement.

19. **“Settlement Class Member”** means a member of the settlement class as defined below.

20. **“Settlement Notice Administrator”** means Eisner Amper Gulf Coast, LLC (“EAG”).

III. ESTABLISHMENT OF A SETTLEMENT CLASS

1. The Parties agree to the certification of a **“Settlement Class”** defined as follows:

All individuals and third-party payors (“TPPs”) in the United States and its territories and possessions who, from January 1, 2016 to the present, paid any amount of money for retail purchases of irbesartan finished drug formulations manufactured using Aurobindo irbesartan API that was manufactured using Aurobindo’s IC Route of Synthesis (“IC ROS Irbesartan”).

(the “Aurobindo Irbesartan Economic Loss Settlement Class”).

The Aurobindo Irbesartan Economic Loss Settlement Class encompasses all claims for economic loss advanced or that could have been advanced by the Representative Plaintiffs, on behalf of any and all Settlement Class Members, related to the sale of IC ROS Irbesartan. The Aurobindo Irbesartan Economic Loss Settlement Class does not encompass any claims for medical monitoring or personal injury related to the purchase or use of IC ROS Irbesartan.

Persons excluded from the Aurobindo Irbesartan Economic Loss Settlement Class are:

- (a) Any judge or magistrate presiding over this action, and the members of their families;
- (b) The Aurobindo Defendants and affiliated entities and their officers and directors;
- (c) The Aurobindo Defendants’ counsel of record, assigns and successors;

- (d) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans;
- (e) Pharmacy Benefit Managers (“PBMs”);
- (f) Plaintiffs’ counsel of record, assigns, and successors; and
- (g) All persons or entities who properly execute and file a timely request for exclusion from any Court-approved class.

2. The Aurobindo Defendants agree to the Court entering an order preliminarily certifying the Settlement Class, appointing Representative Plaintiffs as representatives of the Settlement Class, and appointing Class Counsel to serve as counsel for the Settlement Class.

3. The Parties propose that the Court approve the appointment of EAG as the Settlement Administrator, Western Alliance Bank to maintain the Qualified Settlement Fund (“QSF”) and EAG as the QSF Administrator, subject to the Court’s approval of the Class Notice and Settlement administration.

4. The Aurobindo Defendants agree that Representative Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

IV. SETTLEMENT CONSIDERATION

In consideration of the full and complete Release of all Released Claims against the Released Parties, and the dismissal of the Action with prejudice, the Aurobindo Defendants agree to pay \$2,000,000 in consideration to the Settlement Class, which number was established based on a review and evaluation of the total quantity and price paid for the pills as tracked by IQVIA, and other relevant factors related to the strengths and weaknesses of the claims and defenses (the “Settlement Consideration”).

1. Allocation: The net Aurobindo Economic Loss Class Settlement fund (“the Fund”), after deduction of Attorneys’ Fees and Expenses, Class Notice and administration expenses, and

Service Awards, shall be administered and allocated between the consumers and Third-Party Payors in a method to be determined by their respective Class Counsel subject to review by the Hon. Joel Schneider U.S.M.J (ret.). The allocation method will be set forth in Plaintiffs' Motion for Preliminary Approval and filed with the Court prior to the hearing.

2. Claims Submission: Settlement Class Members are limited to one Claim per Class Member. Related companies such as corporate subsidiaries or affiliates may file claims either separately or combined. In no event shall more than one Class Member assert a claim for the same payments.

3. For Consumers: Consumer members of the Settlement Class shall submit Claim forms documenting their purchases of IC ROS Irbesartan. The Claims administrator will review the claim forms and any supporting documentation with particular attention to the possibility of fraudulent or mistaken claims.

4. For Third-Party Payors: Third-Party Payor members (including assignees of TPPs) of the Settlement Class shall submit claim forms documenting their (or their assignors') payments of IC ROS Irbesartan.

V. RELEASE OF CLAIMS

Plaintiffs shall fully and forever release the Aurobindo Defendants and all other entities that were involved in the manufacturing, supply, distribution, marketing, or sale of Aurobindo Irbesartan from all claims and liability in any way pertaining to Aurobindo Irbesartan, whether known or unknown, arising prior to preliminary approval of the Settlement (the "Released Claims"). Upon final approval of this Settlement Agreement, Plaintiffs shall (1) dismiss with prejudice any and all economic loss class claims against the Aurobindo Defendants and any manufacturer, supplier, wholesaler, distributor, retailer, and/or pharmacy defendants in any way relating to Aurobindo Irbesartan; and (2) fully and forever release from liability for economic

losses in any way pertaining to Aurobindo Irbesartan any and all entities involved in the manufacturing, supply, distribution, marketing, or sale of Aurobindo Irbesartan that (a) were named in, but have been dismissed from, the MDL, or (b) could have been but have not been named as a defendant in the MDL. In addition to the Aurobindo Defendants, these entities include, to the best of the knowledge and belief of the Parties, the following manufacturers, suppliers, wholesalers, distributors, retailers, and pharmacies identified in Plaintiffs' irbesartan economic loss master complaints, as well as their parent entities, affiliates, and subsidiaries: Albertsons Companies, LLC; Amerisource Bergen Corporation; Cardinal Health, Inc.; CVS Health Corporation; Cigna Corporation; Express Scripts Holding Company; Express Scripts, Inc.; Golden State Medical Supply Inc.; Humana, Inc.; Humana Pharmacy, Inc.; The Kroger Co.; McKesson Corporation; Optum, Inc.; Optum Rx; Red Oak Sourcing, LLC; Rite Aid Corporation; ScieGen Pharmaceuticals, Inc.; UnitedHealth Group; Walgreen Boots Alliance, Inc.; Walgreen Co.; Wal-Mart, Inc.; Westminster Pharmaceuticals, LLC; and any Doe Defendants. For the avoidance of doubt, this release provision is intended to and shall achieve a global, complete, and final resolution of all claims against the Aurobindo Defendants and all other entities with respect to Aurobindo Irbesartan.

Notwithstanding the release and dismissal terms set forth above, the Settlement only applies to Aurobindo Irbesartan and nothing contained herein shall impact in any way or serve as a release, indemnification, or cause for dismissal of the Aurobindo Defendants, or any of their downstream defendants, listed herein or otherwise made defendant in this MDL, for the manufacture, distribution or sale of Aurobindo Valsartan or any other drug at issue in the Action other than Aurobindo Irbesartan.

V. INDEMNIFICATION AND HOLD HARMLESS

Plaintiffs will indemnify and hold harmless the Aurobindo Defendants from any claim or crossclaim asserted by any other party for indemnification or contribution as a result of a judgment against another party who asserts such a claim or crossclaim against any of the Aurobindo Defendants arising from Plaintiffs' claims in the MDL related to Aurobindo Irbesartan.

VI. CLASS NOTICE

A. To Attorneys General

In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, Defendants, themselves or through EAG, shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a Settlement Class Member resides. Defendants shall also provide contemporaneous notice to Class Counsel that notice to the Attorneys General was completed along with a copy of the notice provided.

B. To Settlement Class

1. The Settlement Administrator shall be responsible for the following Settlement Class Notice program:

a. After entry of the Preliminary Approval Order, the Settlement Administrator shall cause individual notice ("short form notice"), to be disseminated by email to reasonably identifiable Settlement Class Members with valid email addresses, by first class mail to reasonably identifiable Settlement Class Members without a valid email address or mobile number, but with a valid mailing address, and truncated notice by text directing the recipient to the website for the full text of the notice, to the current or last known cellular phone numbers of all reasonably identifiable Settlement Class Members with a valid mobile number, but not with a valid email or mailing address. Individual notice will be supplemented by publication notice, banner

advertisements, and the posting of the long form notice and other relevant information on a website dedicated to the Settlement.

b. Prior to mailing the individual notice, an address search through the United States Postal Service's National Change of Address database will be conducted to update the address information for Settlement Class Members. For each individual Class Notice that is returned as undeliverable, the Settlement Administrator shall re-mail the Class Notice where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Settlement Administrator shall perform an advanced address search (*e.g.*, a skip trace) and re-mail any undeliverable notices to the extent any new and current addresses are located.

c. The Settlement Administrator shall diligently, and/or as reasonably requested by Class Counsel, report to Class Counsel the number of individual notices originally sent to Settlement Class Members, the number of individual Class Notices initially returned as undeliverable, the number of additional individual Class Notices sent after receipt of a forwarding address, and the number of those additional individual Class Notices returned as undeliverable.

d. The Settlement Administrator shall, upon request, provide Class Counsel with the names and addresses of all Settlement Class Members to whom it sent individual Class Notice pursuant to this section.

e. The Settlement Administrator shall implement a Settlement website containing:

- (1) a copy of the Claim Form, Full Notice, this Settlement Agreement, Court Orders regarding the Settlement, and other relevant Court documents, including Plaintiffs' Motion for Approval of Attorneys' Fees, Costs, and Service Awards;
- (2) instructions on how to request exclusion;

- (3) instructions on how to submit a Claim;
- (4) information concerning deadlines for requests for exclusion, objecting and filing a Claim and the dates and locations of relevant Court proceedings, including the Final Fairness Hearing;
- (5) instructions on how to contact the Settlement Administrator, Defendants, and Class Counsel for assistance;
- (6) online submission forms; and
- (7) any other relevant information agreed upon by counsel for the Parties or ordered by the Court.

2. No later than twenty (20) days before the Final Fairness Hearing, the Settlement Administrator shall provide an affidavit(s) to Class Counsel and the Aurobindo Defendants, attesting that the Class Notice was disseminated in a manner consistent with the terms of this Settlement Agreement and as required by the Court.

3. In the event the Court orders that class notice of this settlement be combined with the class notice of any other settlement in the MDL, the terms above may be modified in order to effectuate such combined notice. However, no other substantive changes to the notice procedures may be implemented without written agreement between the Parties.

VII. RESPONSE TO CLASS NOTICE

A. Submission of a Claim Form

Any Settlement Class Member who determines to participate in the Settlement shall submit a claim form to the Settlement Administrator pursuant to the instructions and date provided in the Class Notice.

B. Objection to Settlement

1. Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement must, by the date specified in the Preliminary Approval Order and recited

in the Full Notice, file any such objection via the Court's electronic filing system, and if not filed via the Court's electronic system, must mail, postmarked by the date specified in the Preliminary Approval Order, the objection to the Court and also serve by first-class mail copies of the objection upon:

Clerk of the Court
United States District Court
District of New Jersey
Mitchell H. Cohen Building
& U.S. Courthouse
4th & Cooper Streets
Camden, New Jersey 08101

Class Counsel for Consumer Class:

John R. Davis
Slack Davis Sanger, LLP
6001 Bold Ruler Way #100
Austin, TX 78746

Ruben Honik
Honik Law
1515 Market Street, Ste. 110
Philadelphia, PA, 19102

Conlee S. Whiteley
Kanner & Whiteley, LLC
701 Camp Street
New Orleans, LA 70130

Class Counsel for TPP Class:

Gregory P. Hansel
Preti Flaherty Beliveau & Pachios, Chartered, LLP
P.O. Box 9546
One City Center
Portland, ME 04112-9546

Jorge A. Mestre
Rivero Mestre LLP
2525 Ponce De Leon Blvd. Ste. 1000
Miami, FL 33134

Counsel for the Aurobindo Defendants:

John P. Lavelle, Jr.
Morgan, Lewis & Bockius LLP
502 Carnegie Center
Princeton, NJ 08540-6241

2. Any objecting Settlement Class Member must include with his or her objection:

- (1) the objector's full name, current address, and telephone number,
- (2) the identification of the Aurobindo Irbesartan purchased by the objector, and the date(s) of purchase, and the documentation thereof;
- (3) a written statement that the objector has reviewed the Settlement Class definition and represents in good faith that he or she is a Settlement Class Member;
- (4) a written statement of all grounds for the objection accompanied by any legal support for such objection sufficient to enable the parties to understand and respond to those specific objections, and;
- (5) copies of any papers, briefs, or other documents upon which the objection is based and which are pertinent to the objection.

3. In addition, any Settlement Class Member objecting to the Settlement shall provide a list of all other objections submitted by the objector, and/or the objector's counsel, to any class action settlements submitted in any state or federal court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member or his, her, or its counsel has not objected to any other class action settlement in the United States in the previous five (5) years, he or she shall affirmatively so state in the objection.

4. Subject to the approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Attorneys' Fees and Expenses or Service Awards. If the objecting Settlement Class

Member intends to appear at the Final Fairness Hearing, the objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Notice a notice of intention to appear at the Fairness Hearing by the objection deadline as specified in the Preliminary Approval Order. The notice of intention to appear must include copies of any papers, exhibits, or other evidence, and the identity of witnesses, that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. A Settlement Class Member who fails to adhere to the requirements of this section may be deemed to have waived any right to appear at the Final Fairness Hearing, any objections to the Settlement, and any adjudication or review of the Settlement Agreement, by appeal or otherwise.

5. Upon the filing of an objection, Class Counsel and Defendants' Counsel may take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for deposition or comply with expedited discovery may result in the Court striking the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

C. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a request for exclusion ("Request for Exclusion"), online at the Settlement website, or mailed to Settlement Administrator at the address specified in the Class Notice by the date specified in the Preliminary Approval Order and recited in the Class Notice.

To be effective, the Request for Exclusion must be submitted on the Settlement website or sent to the specified address and:

a. include the Settlement Class Member's full name, current address and telephone number, and qualification to participate in the Settlement, and

b. specifically and unambiguously state in writing his or her desire to be excluded from the Settlement Class and election to be excluded from any judgment entered pursuant to the Settlement.

2. Any Settlement Class Member who obtains relief pursuant to the terms of this Settlement Agreement after the receipt of the Class Notice gives up the right to exclude himself or herself from the Settlement.

3. Any request for exclusion must be submitted online or postmarked on or before the deadline set by the Court, which date shall be approximately sixty (60) days after the date of the initial dissemination of the Class Notice to Settlement Class Members. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address, shall be subject to and bound by this Settlement Agreement, the Release, and every order or judgment entered relating to this Settlement Agreement.

4. The Settlement Administrator will receive Requests for Exclusion and will determine whether they meet the requirements of a Request for Exclusion. The Settlement Administrator will maintain a database of all Requests for Exclusion and will send the original written communications memorializing those Requests for Exclusion to Class Counsel and counsel for the Aurobindo Defendants. The Settlement Administrator shall report the names and addresses of all such persons and entities requesting exclusion to the Court and Class Counsel within twenty (20) days prior to the Final Hearing, and the list of persons and entities deemed by the Court to

have excluded themselves from the Settlement Class will be attached as an exhibit to the Motion for Final Approval.

5. Objections and Requests for exclusion shall be permitted on an individual basis only. Any purported “class-wide” objections or opt-outs will be construed as being submitted only on behalf of the person (defined herein to include a TPP entity) who actually submitted the exclusion.

VIII. CLAIMS ADMINISTRATION

1. Class Counsel will reasonably monitor the claims administration process and ensure that the Settlement Administrator is acting in accordance with the Settlement Agreement. Class Counsel and Defendants’ Counsel are entitled to full and equal access to all information regarding all aspects of class notice, administration, and processing of claims.

2. As soon as reasonably possible after the claims deadline, after all Claims have been processed to determine their validity, the Settlement Administrator will provide Class Counsel and Defendants’ Counsel with a list of Claimants with valid claims, and a list of all Claims it deems invalid or untimely.

3. The Settlement Administrator will maintain a database of Claims, which will include all relevant information captured from Claimants’ Claim Forms.

IX. WITHDRAWAL FROM SETTLEMENT

1. Plaintiffs or the Aurobindo Defendants shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

a. Any objection to the proposed settlement is sustained and such objection results in changes to this Settlement Agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it substantially increases the costs of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement). A mere delay of the approval and/or

implementation of the Settlement, including a delay due to an appeal procedure, if any, shall not be deemed material;

b. The preliminary or final approval of this Settlement Agreement is not obtained without material modification, and any material modification required by the Court for approval is not agreed to by both Parties, and the withdrawing party deems any required modification in good faith to be material (*e.g.*, because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement). A mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material;

c. Entry of the Final Order and Judgment described in this Settlement Agreement is vacated by the Court resulting in a material modification to the Settlement, or reversed or substantially modified in a material way by an appellate court; or

d. More than 10% of the Settlement Class Members submit timely and proper requests for exclusion from the Settlement.

In that event, the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

2. To withdraw from this Settlement Agreement under this Section, the withdrawing party must provide written notice to the other party's counsel and to the Court within ten (10) business days of receipt of any order or notice of the Court modifying, adding, or altering any of the material terms or conditions of this Settlement Agreement as aforesaid, or the determination that more than 10% of the Settlement Class Members have excluded themselves from the Settlement. In the event that either party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party

in the Action, and shall not be offered into evidence or used in the Action or any other litigation for any purpose (other than in connection with the proposed withdrawal from the Settlement), including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be inadmissible as evidence and without prejudice to the Aurobindo Defendants and Plaintiffs, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all Parties shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

3. A change in law, or change of interpretation of present law, that affects the Settlement shall not be grounds for withdrawal from the Settlement.

X. ADMINISTRATIVE OBLIGATIONS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, the Settlement Agreement shall be presented to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit B.

B. Final Approval of Settlement

If this Settlement Agreement is preliminarily approved by the Court, after class notice is provided and the opportunity for Class Members to opt out or object to the Settlement is given, and subject to the preceding rights and obligations, Class Counsel shall present a motion requesting that the Court issue a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) substantially in the form attached as Exhibit A.

XI. FORM AND SCOPE OF JUDGMENT

Upon the Effective Date, Plaintiffs and each Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully and completely released, acquitted and discharged the Released Parties from all Released Claims. Further, upon the Effective Date, the Released Claims will be deemed dismissed with prejudice, and the Action will be dismissed to the extent resolved by this Settlement Agreement.

XII. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

1. Plaintiffs will apply to the Court for an award of reasonable attorneys' fees up to, but not to exceed, one-third of the total amount of the fund, plus reasonable costs and expenses attributable to the Aurobindo Irbesartan economic loss litigation. Each party shall have the right of appeal to the extent the award is inconsistent with this Settlement Agreement. Attorneys' Fees and Expenses shall be in addition to the Representative Plaintiffs' Service Awards.

2. The Settlement Consideration includes any and all (1) costs of Class Notice and Settlement administration, (2) Attorneys' Fees and Expenses, and (3) Service Awards. The Aurobindo Defendants shall not have any liability, responsibility, or obligation to pay any costs of Class Notice and Settlement administration, Attorneys' Fees and Expenses, or Service Awards beyond the Settlement Consideration.

3. Upon finalization of this Settlement Agreement, Plaintiffs will request, as part of the Fee and Expense Application, Service Awards of \$1,000 to the named consumer Representative Plaintiff, and of \$3,000 each to the TPP Representative Plaintiffs, MSP and MADA, who have served as putative class representatives in the Action.

4. Upon Court approval, Western Alliance Bank will maintain the QSF. Within five (5) days after the date the Final Approval Order is entered, appropriate payment and routing information will be furnished to counsel for the Aurobindo Defendants.

5. Within ten (10) business days of the Effective Date, subject to Court approval of the bank, the Aurobindo Defendants shall transfer all funds due and owing pursuant to the Final Approval Order to Western Alliance Bank for deposit in the QSF. This Transfer shall fully satisfy and discharge all obligations of the Aurobindo Defendants with respect to the Settlement. The Attorneys' Fees and Expenses awarded by the Court will be allocated between and among Plaintiffs' counsel in a manner overseen by the Court.

6. The procedure for the grant, denial, allowance or disallowance by the Court of the Attorneys' Fees and Expenses and Service Award application is not part of the Settlement and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceedings relating solely to the Attorneys' Fees and Expense Application, Service Awards, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement or affect or delay the Effective Date of this Settlement Agreement.

7. The Parties agree that the Aurobindo Defendants are in no way liable for any taxes that Plaintiffs, Representative Plaintiffs, Settlement Class Members, or others may be required to pay as a result of the receipt of any settlement benefits.

XIII. MISCELLANEOUS PROVISIONS

A. Effect of Exhibits

The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

B. Entire Agreement

This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement. The Parties acknowledge, stipulate, and agree

that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Settlement Agreement is sought.

C. Arm's-Length Negotiations and Good Faith

The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length, including through the mediation conducted by the Honorable Joel Schneider, U.S.M.J. (ret.). The Parties represent and agree that during the course of this Action and Settlement, the Parties and their respective counsel have acted in good faith. All terms, conditions and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement. The Parties agree to act in good faith during the claims administration process.

D. Continuing Jurisdiction

The Parties agree that the MDL Court shall retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement Agreement.

E. Binding Effect of Settlement Agreement

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, attorneys, heirs, successors, and assigns.

F. Extensions of Time

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice to the Class (subject to Court approval as to Court dates).

G. Authority to Execute Settlement Agreement

Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

H. Assignment

1. The Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action or any related action.

2. The Parties agree that if a third-party payor who is a member of the Settlement Class has assigned its claims to a third party (the "Assignee"), the Assignee may directly submit claims to obtain the Settlement funds. The Assignee will be treated as if the third-party payor had directly submitted its claims as part of the claims administration process and it will have the same rights as a third-party payor.

I. No Third-Party Beneficiaries

This Settlement Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation, or undertaking established herein, to any third party (other than Settlement Class Members themselves and any Assignee) as a beneficiary of this Settlement Agreement.

J. Construction

The determination of the terms and conditions of this Settlement Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Settlement Agreement and, therefore, the terms and conditions of this Settlement Agreement are not intended to be, and shall not be, construed against any Party by virtue of drafting party.

K. Choice of Law

New Jersey law will apply to the resolution of any disputes regarding the substance and interpretation of the Settlement Agreement. Federal law shall govern approval of the Settlement, preliminary and final approval of the Settlement Agreement and certification of the Settlement Class, and all related issues, such as Plaintiffs' fee and expense petition and request for class representative Service Awards.

L. Captions

The captions or headings of the sections and paragraphs of this Settlement Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.

APPROVED AND AGREED TO BY AND ON BEHALF OF PLAINTIFFS

Date: July 7, 2025By: 

John R. Davis
Slack Davis Sanger, LLP
6001 Bold Ruler Way #100
Austin, TX 78746

By: 

Ruben Honik
Honik Law
1515 Market Street, Ste. 110
Philadelphia, PA, 19102

By: 

Daniel Nigh
Nigh Goldenberg Raso & Vaughn
1313 College Parkway #1049
Gulf Breeze, FL 32563

By: 

Adam M. Slater
Mazie Slater Katz & Freeman
103 Eisenhower Pkwy, 2nd Floor
Roseland, NJ 07068

By: 

Conlee S. Whiteley
Kanner & Whiteley, LLC
701 Camp Street
New Orleans, LA 70130

By: 

Gregory P. Hansel
Preti Flaherty Beliveau & Pachios, Chartered, LLP
P.O. Box 9546
One City Center
Portland, ME 04112-9546

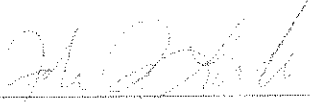
By: 

Jorge A. Mestre
Rivero Mestre LLP
2525 Ponce De Leon Blvd. Ste. 1000

Miami, FL 33134

APPROVED AND AGREED TO BY AND ON BEHALF OF THE AUROBINDO
DEFENDANTS,

Date: Jan 26, 2025

By: 

John P. Lavelle, Jr.
MORGAN, LEWIS & BOCKIUS LLP
502 Carnegie Center
Princeton, NJ 08540-6241

*Counsel for Aurobindo Pharma Ltd., Aurobindo
Pharma USA, Inc., and Aurolife Pharma, LLC*

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

IN RE: VALSARTAN N-
NITROSODIMETHYLAMINE (NDMA)
PRODUCTS LIABILITY LITIGATION

Hon. René M. Bumb

Civ. No. 19-md-2875 (RMB)

**RENEWED DECLARATION OF BRANDON SCHWARTZ REGARDING THE
PROPOSED NOTICE PLAN AND SETTLEMENT ADMINISTRATION FOR THE
CERTIFIED CONSUMER AND THIRD-PARTY PAYOR CLASS ACTION
SETTLEMENT FOR ECONOMIC LOSS RELATED TO
VALSARTAN, LOSARTAN AND IRBESARTAN**

I, Brandon Schwartz, hereby declare:

1. I am a Director of Legal Notice, and I am preparing this Declaration for the proposed Settlement Notice Administrator, EAG Gulf Coast, LLC (“EAG”)¹, a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. We have undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. Our team possesses broad experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs.

¹ As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC.

EXPERIENCE

3. Drawing upon over 15 years of extensive expertise in class action, advertising, media, and marketing, I have designed and implemented comprehensive notice solutions encompassing all facets of class action certification and settlement notice programs. My proficiency includes an understanding of email and postal distribution methodologies, reach and frequency analysis, strategic media generation, meticulous demographic research, media plan design, effective media development and procurement, commercial and video production creation, and the adept application of best practices for effective social media outreach.

4. I have designed, implemented, and managed notice campaigns for more than 100 cases. Some of my notice plans include: *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation* (non-settlement), No. 1:19-md-02875 (MDL No. 2875) (D.N.J.); *Rivera, et al. v. LLC*, No. 2019-CH-009900 (Cir. Ct. Cook Cnty.); *Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.); *Gilmore v. Monsanto*, No. 3:21-cv-8159 (N.D. Cal.); *Krommenhock v. Post Foods, LLC*, No. 3:16-cv-04958 (N.D. Cal.); *Hadley, et al. v. Kellogg Sales Company*, No. 5:16-cv-04955 (N.D. Cal.); *Jones v. Monsanto*, No. 4:19-cv-00102 (W.D. Mo.); *In re: Sonic Corp. Customer Data Breach Litigation*, No. 1:17-md-02807 (N.D. Ohio); *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-00850 (E.D. Va.); *Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, No. 2:10-md-02179 (E.D. La.); and the *Indian Residential Schools Settlement*, No. 00-cv-192059 (Ont. Super. Ct.). A description of my experience is attached as **Exhibit A**.

5. The courts have consistently acknowledged both the credibility of our team (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of our class action notice plans. Illustrative court opinions affirming the sufficiency of our notice plans include:

- a. On April 5, 2023, in the Order Granting Plaintiffs' Motions for Final Approval of Class action Settlement in *Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.), Judge Jennifer H. Rearden wrote:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC (“P&N”) afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable and has satisfied the requirements of law and due process.

- b. In the matter *Gilmore et al. v. Monsanto Company, et al.*, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria ruled on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court’s Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- c. In the matter *Rivera, et al. v. Google LLC*, No. 2019-CH-00990 (Ill. Cir. Ct. Cook Cnty.), Judge Anna M. Loftus ruled on September 28, 2022:

Pursuant to this Court’s Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC (“P&N”) served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- d. In the matter *Hadley, et al. v. Kellogg Sales Company*, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh ruled on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- e. Additionally, on April 19, 2021, in the Order Granting Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement in *Siddle, et al. v. The Duracell Company, et al.*, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato ruled:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

OVERVIEW

6. Prior Declarations and Notice Program Approved by the Court in this Litigation: EAG designed the non-settlement notice program for the Consumer Economic Loss Class, Third-Party Payor Economic Loss Class, and Medical Monitoring Class (“Valsartan Class Litigation Notice Program”). In the *Order Approving Form and Manner of Notice to Certified Class* on November 15, 2023 (Doc. 2535), this Court approved the notice program, and in accordance with the Court’s Order, EAG issued notice to the Classes.

7. On June 27, 2025, I submitted a Declaration to the Court (ECF No. 3104-4) in connection with the settling Defendant Hetero. That Declaration detailed the proposed Notice

Plan to disseminate notice regarding the proposed settlement with Hetero, along with those of Aurobindo, and Vivimed given the proximity of the settlements.

8. This Declaration is substantively similar to the Declaration I previously submitted on June 27, 2025, in support of the proposed settlement with Hetero, with two key exceptions. First, further review of the Vivimed pharmacy data provided by the Retailer Defendants in these actions, indicates a lower ratio of available pharmacy dispensing data, with personal contact information, as to Vivimed Class Members than that provided for Hetero Valsartan and Aurobindo Irbesartan Class Members. As a result, an increase in the number of impressions for digital notice has been added to the Notice Plan to enhance the digital reach and frequency of the notice to all Settlement Class Members.

9. Second, a modification to the short form notice for TPPs is proposed. Subject to Court approval and timing considerations, the revised notice would consolidate the three separate short form notices into a single, unified notice. This approach is intended to reduce confusion among the TPP Class and avoid the unnecessary cost of disseminating and administering more than one distinct short form notice to TPPs during the same notice period. Attached as **Exhibit C** is the proposed combined short form notice to TPPs.

10. Accordingly, I submit this separate Declaration to provide support for the proposed Settlements, while (i) reflecting the changes to the proposed impressions to broadly cover the settling Defendants and, (ii) the proposed consolidation of the TPP short form notice, subject to Court approval and scheduling feasibility.

11. Settlement Class Notice: Class Counsel has asked EAG to develop and execute a proposed Notice Plan to provide notice in the consumer and third-party payor class action as to economic losses related to the purchases and/or reimbursement related to valsartan, losartan and irbesartan. To date, there have been proposed settlements with Hetero, Aurobindo, and Vivimed, which manufactured these drugs, were sued in connection with certain of them, and are now settling some of the claims brought against them. The class definitions are set forth in the Settlement Agreement for each of the proposed settling Defendants.

12. The proposed Notice Plan is designed with built-in adaptability to accommodate various settlement scenarios, in the interest of efficiency. It allows for Settlement Notice to be provided either separately or jointly, as deemed most suitable and approved by the Court at the time of notice distribution. This flexibility extends to addressing both defendant-specific aspects, such as direct notice to Consumer Class Members, and shared elements applicable across multiple settling Defendants. These shared components include a centralized website, coordinated mailed notices to third-party payors, consolidated call center staffing, and other administrative functions. Furthermore, the Notice Plan's adaptable framework allows for supplementation in the event of additional settlements or successful verdicts, ensuring coverage as the litigation evolves.

13. The proposed Notice Plan described herein has been curated to deliver the most feasible and effective notice to the Settlement Class(es) through a mixed channel approach. Consequently, it is my opinion to a reasonable degree of certainty based on my qualifications and experience outlined above and the methodology detailed in this Declaration that the Notice Plan would successfully meet due process standards, comport with Fed. R. Civ. P. 23, and align with the recommendations provided in the *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*².

DETAILS OF THE NOTICE PLAN

Overview of Methodology

14. We determined the most reasonable and practicable way to reach and communicate with potential members of the Settlement Class(es) is through a multifaceted approach, utilizing a combination of: (1) email notice; (2) text message notice; (3) mailed notice; (4) digital banner and social media notice; (5) video notice; (6) search advertising; (7) TPP industry publications; (8) press release; (9) Settlement Website; and (10) toll-free hotline.

15. A reach and frequency analysis of a program employing multiple notice channels, including media notice, requires demographic considerations and media consumption habits of a

² <https://www.fjc.gov/content/301350/illustrative-forms-class-action-notices-notice-checklist-and-plain-language-guide>

target audience. We utilize the nationally syndicated research bureau MRI-Simmons (formerly GfK Mediamark Research, Inc.) (“MRI”)³ and comScore⁴, among others, to establish a qualitative target audience (inclusive of Class Members) of “Adults 35 years old and older that have, or had, a prescription medication for hypertension or heart disease/heart attack” (the “Target Audience”). Excerpts of the Target Audience demographics include:⁵

- 51% are female / 49% are male;
- 10% are aged 35-44 years old, 17% are aged 45-54 years old, 26% are aged 55-64 years old, and 46% are 65 years old or older;
- Compared to adults aged 18 years or older in the United States, those in the 55–64 age group are 61 times more likely, and adults aged 65 and above are 110 times more likely, to have taken or currently be taking prescription medication for conditions related to hypertension, heart disease, or heart attacks;
- 19% have a child living at home;
- 14% identify as Black or African American;
- 10% speak Spanish at home most often;
- 79% own a home, with a median home value of \$327,156; and
- 39% have a household income under \$49,999 and 49% have a household income between \$50,000 and \$149,999.

16. Notice experts use socioeconomic data, audience characteristics and media consumption habits to guide the creation of unbiased notice plans that adhere to court-approved methodologies and align with standard practices prevalent in the advertising industry. Objective

³ MRI-Simmons is a nationally-syndicated research tool. It is the leading supplier of multi-media audience research, and provides comprehensive reports on demographic, lifestyle, product usage and media exposure. MRI-Simmons conducts more than 30,000 personal interviews annually to gather their information and is used by more than 450 advertising agencies as the basis for the majority of media and marketing campaigns.

⁴ comScore is a global internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and internet usage data. comScore maintains a proprietary database of more than 2 million consumers who have given comScore permission to monitor their browsing and transaction behavior, including online and offline purchasing. comScore panelists also participate in survey research that captures and integrates their attitudes.

⁵ 2024 MRI-Simmons Fall Doublebase USA.

data points such as these help guide the delivery of messaging to the Target Audience and shape the vehicles used to place a notice before a Class Member.

Direct Notice

17. For the Valsartan Litigation Class Notice Program, Class Counsel supplied Hetero valsartan-related pharmacy dispensing files containing various data points, including specific National Drug Codes (“NDC”) and contact information which facilitated the issuance of direct notice. These files, having undergone data cleansing, deduplication, and contact information verification have now been revisited to identify potential members of the relevant valsartan Settlement Classes. In total, contact information for approximately 150,000 potential class members was extracted from pharmacy dispensing files which will be used to notify the class of this settlement.

18. Further, on or about August 4, 2024, Aurobindo irbesartan-related pharmacy dispensing files, and on or about January 29, 2025, Vivimed losartan-related pharmacy dispensing files, were provided to EAG. These dispensing files contained NDC codes and contact information corresponding to the medications at issue during the relevant time periods for each class, covering more than 12,000 potential class members which will be used to notify the classes of these settlements.

19. In the event of future economic loss class settlements and pursuant to further Court Orders, we anticipate that Class Counsel may provide dispensing data related to additional class certifications and settlements. We understand from Class Counsel that these additional data sets will not impact the direct notice process for the current settlements before the Court, as those data sets are deemed complete. In consultation with Class Counsel, and based on previous data, we estimate that the settlement classes will include tens of thousands to hundreds of thousands of unique potential members, depending on the settling Defendant. This estimate includes both individuals and entities, with specific information as to each to be provided for each settlement. If appropriate, this Notice Plan can be augmented to include additional class settlements after the production of the relevant dispensing data related to each.

20. The Notice Plan proposes to distribute individual notice to each class member listed for whom the data includes a facially valid email address (“Email Notice”), mobile phone number (“Text Notice”), or mailing address (“Postcard Notice”), depending on contact information available for the Settlement Class Member.

21. **Email Notice:** The short form notice, attached hereto as **Exhibit D**, will be formatted for email distribution to all Class Members for whom a facially valid email address is available from a defendant specific list. The Email Notice will be created using embedded html text format, presenting a user-friendly and easily readable layout that avoids the inclusion of tables, graphs, or any other elements that may increase the likelihood of the email landing in SPAM folders and/or being blocked by Internet Service Providers (“ISP” or “ISPs”). Furthermore, we are committed to adhering to email industry best practices, incorporating essential elements such as ‘unsubscribe’ links, readily available Settlement Notice Administrator contact information, and the utilization of multiple IP addresses with established sender reputations.⁶

22. To safeguard the integrity and optimize the deliverability of the Email Notice, all emails would undergo a hygiene and verification process. This process entails deduplication, syntax validation, detection and correction of misspelled domains, domain validation, and risk validation. We would monitor and report all email delivery attempts. For instances where an email is returned as undeliverable, commonly known as a ‘bounce,’ the specific reason for the bounce will be documented. If an email address is determined to be non-existent when attempted to send, this would be categorized as a ‘hard bounce,’ and no further delivery attempts would be made to that address. Instances where the inbox is full, initial blocking or deferral by the ISP, or any other factors impeding delivery are categorized as ‘soft bounces.’ To limit the number of undelivered

⁶ ISPs assign scores, or sender reputation, to domains and IP addresses which tells email inbox providers if the email should be delivered to the recipient’s inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered directly to spam boxes; number of emails that bounce back; number of recipients that interact with the email (e.g. open, reply, forward or delete); quality of the content within the email (e.g. typos); the number of users that unsubscribe; and many other factors.

emails as a result of soft bounces, EAG will make additional email attempts to addresses experiencing a soft bounce. If an email remains undeliverable after subsequent attempts, it will be deemed, undeliverable, and no additional delivery attempts would be pursued for that particular email address.

23. **Text Notice:** If no email address is available or if the Email Notice is undeliverable for any Class Member on a defendant specific list, and if a mobile phone number is available, we will send a text message notification (proposed Text Notice attached hereto as **Exhibit E**). When initiating text message notifications, we follow guidelines endorsed by U.S. Chamber of Commerce and expert marketing agencies specializing in text message notifications, ensuring adherence to best practice procedures when communicating with Class Members via text message. This includes an opt-out option and sending text messages within normal operating hours, among others. The Text Notice will also clearly identify itself as being sent on behalf of a U.S. Federal Court.

24. **Postcard Notice:** For any Class Member where a mailing address exists but no email or mobile phone number is available, we will mail a Postcard Notice (attached hereto as **Exhibit F**) via United States Postal Service (“USPS”) First Class Mail. Prior to mailing, all mailing addresses would be checked against the National Change of Address (“NCOA”)⁷ database to ensure the accuracy and currency of Class Member address information for proper formatting and mail delivery. Additionally, the addresses will be validated through the Coding Accuracy Support System to uphold zip code precision, while Delivery Point Validation would be employed to verify mailing address accuracy. In the event that NCOA provides a more current mailing address for a Class Member, we would update the address accordingly. In instances where a Postcard Notice is returned with forwarding mailing address information, we would re-send to the newly provided mailing address. For any Postcard Notices that are returned as undeliverable,

⁷ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a COA with the USPS. The address information is maintained on the database for 48 months.

we would utilize standard skip-tracing techniques to obtain forwarding mailing address information. If skip-tracing yields an alternative forwarding mailing address, we would re-mail the notice to the mailing address identified through the skip-tracing process.

Digital Advertising Notice

25. According to MRI research, 97% of the Target Audience has used the internet in the last 30 days, 53% are medium-to-heavy users of the internet, and 84% use a cellular or smartphone device to access the internet.⁸ Additionally, 96% of adults over 65 years old use the internet and 77% use their cellular or smartphone device to access the internet.⁹

26. Accordingly, we will run banner notices on desktop and mobile devices on select websites where Class Members may visit regularly and utilize audience networks based on its cost efficiency, timing, and their contribution to reaching the Target Audience as well as social media advertising on Facebook and Instagram.

27. Additionally, MRI reveals that 9% of the Target Audience are of Spanish, Hispanic or Latino origin descent and 10% speak Spanish most often at home.¹⁰ Therefore, where appropriate, digital notices will appear in Spanish and English.

28. We follow advertising industry best practices when designing and implementing digital notice programs. Further, we incorporate a programmatic approach to developing and implementing our notice programs which brings multiple consumer data points into a single platform allowing us to monitor the placement of notices on websites that Class Members may be visiting and take active, real-time measures to improve efficiencies. Additionally, we develop a unique mix of segment targeting that are based on the demography and metrics of the Target Audience.

29. Here, we would include a mix of segments such as:

- *Demographics* – target users based on age, income, etc.;

⁸ 2024 MRI-Simmons Fall Doublebase USA.

⁹ *Id.*

¹⁰ *Id.*

- *Behavioral* – individuals who previously viewed or searched for information related hypertension, heart disease, heart attacks, Valsartan and other prescription medication related to the treatment of hypertension, heart disease, and heart attacks;
- *Contextual* – individuals that visit a web page that has key terms such as Valsartan, hypertension, heart disease, heart attacks, heart health, and more, as well as words related to the Defendant(s);
- *Interest-based & Engagement* – individuals that have interacted, liked, followed, shared, or commented on content related to heart health, hypertension, heart disease, heart attacks and other related social media accounts;
- *Language* – individuals that choose Spanish as their preferred browser language and/or Spanish language appropriate websites;
- *Cultural Affinity* – targeting individuals that identify as Black/African American, etc.;
- *Device* – individuals on both desktop and mobile devices;
- *Select Placement* – high traffic premier websites in the shopping, sports, weather, entertainment, and local sites. Sites such as WebMD.com, ReadersDigest.com, Weather.com, CNN.com, FoxNews.com, USAToday.com are a few of the premier sites that will be utilized; and
- *Look-alike* (if approved by the Parties) – target users that share similar characteristics to a defendant specific notice list.

30. Additional targeting mechanisms and segments will be developed based on the web traffic and analytics gathered from the Valsartan Litigation Class Notice Program and claims filed in each Settlement to further increase engagement.

31. The Notice Plan incorporates a variety of platforms to disseminate banner notices effectively. These notices will run on thousands of relevant websites via the Google Display

Network and Basis programmatic demand-side platform, targeting users based on their browsing habits. These sites will provide an opportunity for a Class Member to see the banner notice while they are viewing content relevant to them.

32. Additionally, banner notices will be featured on AARP.org, which tailors its content to adults aged 50 and over. AARP.org, boasts an average monthly audience of 26.5 million unique monthly visitors¹¹ and our Target Audience is 37 times more likely to visit AARP.org, compared to adults aged 18 and over¹².

33. Furthermore, banner notices will be displayed on the top-visited social media sites Facebook and Instagram. These sites represent the leading group of social network sites with over 250 million users in the United States¹³. Social media emphasizes user-driven content sharing, thereby facilitating the organic dissemination of notices through trusted channels utilized by Class Members in their regular communication. Notices on Facebook and Instagram will appear in a user's feed.

34. The banner notices will utilize standard Interactive Advertising Bureau ad sizes (350x250, 728x90, 970x250, 300x600) and custom ads sizes according to Facebook and Instagram advertising guidelines. Proposed banner notices are attached hereto as **Exhibit G**.

35. A combined notice program covering the current settling classes for Hetero, Aurobindo and Vivimed, the campaign is projected to generate approximately 251,860,000 impressions over four weeks¹⁴.

YouTube

36. A 15-second and/or 30-second skippable video notice will be created and targeted to viewers that have shown an interest in hypertension, heart disease, and blood pressure resources

¹¹ <https://advertise.aarp.org/aarp-media/aarp>

¹² 2024 MRI-Simmons Fall Doublebase USA.

¹³ "Number of Facebook users in United States from 2018 to 2027" (Statista; July 2023) and "Number of Instagram users in the United States from 2018 to 2027" (Statista; July 2023).

¹⁴ Should the Court require individual notice for each class, the Notice Plan is designed to generate ample impressions for each. For example, the digital advertising notice for Aurobindo would generate at least 162,680,000 impressions over a four week period. For Vivimed, the digital advertising notice would generate at least 333,200,000. These estimates are based on adjusted reach and frequency modeling tied to class size and media allocation.

and treatments, for example. A viewer will have the option to skip the video after 5 seconds. This format provides an opportunity to gain a large number of impressions while maintaining an efficient budget. An estimated 10,780,000 impressions will be served over four weeks for a combined notice program¹⁵.

Search Advertising

37. Search-based advertising places a notice in front of users that are actively researching a topic. Utilizing Google Ads, a select list of keywords will be developed that are relevant to the litigation. When a user enters those keywords into the Google search bar, a short descriptive notice may appear above the results that would direct users to the Settlement Website.

Third-Party Payor (“TPP”) Direct Notice

38. The Notice Plan provides direct notice to the TPPs through email and direct mail to more than 43,000 contacts on our proprietary third-party payor list (“TPP List”). The TPP List consists of health and medical insurance organizations, associations, and claims processors; trade, labor, and union welfare benefits and health funds; labor and employee organizations and associations; self-insured entities (Form 5500 filing); and other related entities and organizations. Attached as **Exhibit C** is the proposed combined short form Notice to TPPs.

Media Outreach to TPPs

39. In addition to the direct notice efforts to the TPP List described above, the Notice Plan provides issuing notice through four to six relevant industry publications and websites. In instances where a publication schedule is not conducive to the notice schedule or the notice is rejected by the publications legal review department, we will suggest an alternate publication or increase frequency in other publications.

40. We will coordinate with the following industry publications and websites:

- *National Association of Benefits and Insurance Professionals (NABIP)*: “NABIP represents more than 100,000 licensed health insurance agents, brokers, general

¹⁵ Should the Court require individual notice for each class, the Notice Plan is designed to generate ample impressions for each. For example, the YouTube advertising notice for Aurobindo would generate at least 6,860,000 impressions over a four week period. For Vivimed, the YouTube advertising notice would generate at least 10,780,000.

agents, consultants and benefit professionals through more than 200 chapters across America. NABIP members service the health insurance needs of large and small employers as well as people seeking individual health insurance coverage.”¹⁶

- NABIP.org homepage banner advertisement
- NABIP eNewsletter
- Email sponsorship for the release of the monthly magazine, *bip Magazine*, or a ½ page in *bip Magazine*.
 - The official publication for NABIP members with a readership of more than 36,000.
- *Society for Human Resource Management (SHRM)*: With more than 329,000 members worldwide¹⁷, SHRM represents and engages with executive leaders, HR specialist and HR generalists from small and large companies. SHRM.org website averages more than 3.2 million monthly unique visitors.¹⁸
 - SHRM.org banner advertisement
- *America’s Health Insurance Plans Association (AHIP)*: AHIP is the national association whose members provide health care coverage, services, and solutions to hundreds of millions of Americans.
 - *AHIP Smart Briefs* eNewsletter: With over 57,000 subscribers, AHIP Solutions SmartBrief is a subscription-only news service dedicated to informing health plan executives and leaders of the news shaping their industry.

Earned Media – Press Release

41. A press release will be distributed over PRNewswire’s US1 and Hispanic Newslines in substantially the same form as the short form notice. The press release will be issued

¹⁶ NABIP Media Kit: <https://www.nabip-mediakit.com/>

¹⁷ 2023 SHRM Annual Report: <https://www.shrm.org/content/dam/en/shrm/about/2023-Annual-Report.pdf>

¹⁸ 2025 SHRM Media Kit.

broadly to media outlets, including newspapers, magazines, wire services, television, radio, and online media nationally. Combined, the Newslines distributes to more than 20,000 media outlets in the United States.

Settlement Website

42. We will establish and maintain a dedicated website, www.ValsartanMedicationSettlement.com, (“Settlement Website”) which will provide detailed explanations of the legal rights and options for the Settlement Class, as well updated and relevant case information.¹⁹

43. The website address will be included in the Class Notices and all digital banners will link directly to the Settlement Website. The Settlement Website will also allow Class Members to check their eligibility, file a Claim electronically, and register for updates. Furthermore, it will host important case-related documents such as the Class Notices, Settlement Agreement, Motions, Court Orders, and other relevant documents, allowing all Class Members to review and download these documents at their convenience.

44. The Notices to TPPs will include a web address to a sub-site of the Settlement Website tailored to TPP-specific information. The sub-site will feature essential information related to TPPs. This sub-site can also be accessed from the homepage of the website.

45. The Settlement Website will also contain long form notices tailored to the Consumer Economic Loss Class, attached hereto as **Exhibit H**, and the TPP Economic Loss Class, attached as **Exhibit I**²⁰.

Dedicated Toll-Free Hotline

46. A dedicated toll-free informational hotline, 1-866-875-9644 was established for the Valsartan Litigation Class Notice Program. The toll-free hotline is, and has been, accessible

¹⁹ When appropriate, Class Members will be redirected to the Valsartan Litigation Class Notice Program website where we continue to maintain essential case information related to class certification.

²⁰ The long form notice to TPPs for Aurobindo is not proposed to be combined with the long-form notices for Hetero or Vivimed. Because the long form notices will not be mailed or emailed, and are instead made available for download on the Settlement Website, each notice remains individualized by settling Defendant. Accordingly, no changes are anticipated to the TPP long form notice in connection with the proposed consolidated short form notice to TPPs.

24 hours per day, seven days per week and will continue to be used in this Settlement. The hotline utilizes an interactive voice response system where the Settlement Class can obtain specific and essential information regarding this Settlement, as well as information regarding each Settlement, and be provided responses to frequently asked questions. Settlement Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Notice Administrator.

REQUESTS FOR EXCLUSION

47. Class Members that want to exclude themselves, or opt out, from the Class may submit a request for exclusion by mail to a dedicated Post Office Box or email to a dedicated email address that we would maintain. We will monitor all mail delivered to that Post Office Box or email address and track all exclusion requests received, which would be provided to Counsel.

DATA MANAGEMENT PRACTICES AND SECURITY PROTOCOLS²¹

48. Our firm routinely manages a broad range of confidential and highly sensitive information. To ensure privacy and data protection, we maintain industry-leading practices and follow industry accepted standards as endorsed by the National Institute of Standards and Technology (NIST), HITRUST, CIS Critical Security Controls (CIS Controls). Moreover, our certified data centers, meet stringent compliance regulations – PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley – and undergo annual SSAE16 SOCII audits.

49. Our data encryption protection encompasses email encryption for confidential transmissions as well as laptop hard drive encryption. Data is protected in transit using TLS 1.3, and sensitive data at rest is secured through advanced methods like column-level encryption and symmetric key encryption. Column-level encryption ensures specific database columns are encrypted, keeping data unreadable without proper decryption keys. Symmetric key encryption uses a single key for both encryption and decryption, ensuring that only authorized parties with the correct key can access sensitive information, such as personally identifiable information

²¹ EAG continuously evaluates its information security processes and protocols. Specific details related to data hosting and security are subject to change in order to meet evolving standards, best practices, and program needs.

(PII)Complex password requirements and two-factor authentication further bolsters access to our proprietary claims management database and other system-related services. Employee security protocols are enforced through annual security awareness training, specializing in the handling of protected information such as PII and identifying the mechanisms of phishing and social engineering, among others.

50. In addition to these measures, we maintain comprehensive insurance coverage, including network security insurance, providing protection in the event of any breach. Furthermore, consumer data is strictly confined to the agreed-upon purpose. These policies underscore our commitment to safeguarding sensitive information and distinguishes us within the legal notice and settlement administration field. Detailed information regarding our information security policies is attached hereto as **Exhibit J**.

CONCLUSION

51. In 2010, the Federal Judicial Center (“FJC”) issued the *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*. The guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.” This Notice Plan is designed to fit one or multiple settling Defendants while delivering an estimated reach to at least 80% of the Target Audience, and by inclusion the settling class(es). The measurable reach of the Notice Plan will be driven by direct notice to an overwhelming majority of Settlement Class Members identified in the defendant specific notice lists and bolstered by digital publication notice but does not include the direct notice to TPPs, press release, paid search, dedicated website, and toll-free hotline, as these vehicles are difficult to calculate. They, however, will meaningfully strengthen the reach and frequency of the Notice Plan.

52. This method of focused notice dissemination is a measured and targeted approach to provide effective notice in this case, is designed to satisfy the guidance set forth in the *Manual for Complex Litigation (4th ed.)* and FJC guidance, and to exceed the requirements of due process,

including its “desire to actually inform” requirement.²²

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 16th day of October, 2025 in Portland, Oregon.

Brandon Schwartz

²² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 US 306, 315, 70 S Ct 653, 94 L Ed 865 (1950)

Exhibit A: CV of Brandon Schwartz



Brandon Schwartz



Brandon Schwartz is the Director of Notice for Eisner Advisory Group LLC (“EAG”), where he leads the strategy and execution of innovative legal notice programs for complex class actions and claims administration. With over 15 years of industry experience, he brings deep expertise in crafting effective, compliant, and results-driven notice solutions tailored to the unique demands of each case.

Brandon is widely recognized for his command of modern notice tactics, including cutting-edge digital and social media campaigns, email and direct mail distribution, demographic targeting, and reach and frequency analysis. His deep understanding of Fed R. Civ 23 ensures that notice plans meet the highest standards of compliance while maximizing reach and effectiveness.

A published author on topics related to legal notice, Brandon has led the design and delivery of notice campaigns in hundreds of matters spanning antitrust, consumer, privacy, securities litigation, and more. Prior to joining EAG, Brandon was the Director of Notice and Media for a large claims administrator where he oversaw high-profile national campaigns and built a reputation for precision, creativity, and reliability in legal notice.

EDUCATION & CREDENTIALS

- Bachelor of Science, Marketing, University of Illinois at Chicago
- Bachelor of Science, Management, University of Illinois at Chicago
- Legal Notice Expert

ARTICLES

- Case Study: Effective Notice Leads to High Claims Rate
- Legal Notice and Social Media: How to Win the Internet
- Rule 23 Changes: Avoid Delays in Class Settlement Approval
- Rule 23 Changes: How Electronic Notice Can Save Money
- Tackling Digital Class Notice with Rule 23 Changes
- What to Expect: California’s Northern District Procedural Guidance Changes

SPEAKING ENGAGEMENTS

- Class Action Law Forum: The Increase of Fraud in Class Actions and Mass Torts, Plus Ethics of Third-Party Filers, San Diego, March 13, 2024
- Class Action Law Forum: Notice and Administration: Fraud and Third-Party Filers, San Diego, CA, March 18, 2023
- Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

SAMPLE JUDICIAL COMMENTS

- **Milan, et al. v. Clif Bar and Company**, Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- **Meholic, et al. v. Seattle Arena Company**, Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

- **Kandel, et al. v. Dr. Dennis Gross Skincare, LLC**, Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws...The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Andrade-Heymsfield v. NextFoods, Inc.**, Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)...In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.



- **Hymes v. Earl Enterprises Holdings**, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.

- **Tucker v. Marietta Area Health Care Inc.**, Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient...The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- **Easter v Sound Generations**, Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers on July 14, 2023:

The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.

- **Hezi v. Celsius Holdings, Inc.**, Case No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.



- **Gilmore, et al. v. Monsanto Company, et al.**, Case No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, Case No. 2021L00026 (Ill. Cir. Ct., 15th Jud. Cir.), on March 28, 2023:

The Court has determined that the notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **In re Forefront Data Breach Litigation**, Case No. 1:21-cv-00887-LA (E.D. Wis.), Judge Lynn Adelman on March 22, 2023:

The Court finds that the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for a Fee Award and Costs and for Service Awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

- **Sanders, et al. v. Ibox Global Solutions, Inc., et al.**, Case No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).



- **Pagan, et al. v. Faneuil, Inc.**, Case No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- **LaPrairie v. Presidio, Inc., et al.**, Case No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, Case No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, Case No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement,



and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- **Rivera, et al. v. Google LLC**, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty., Ill.), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, Case No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch, et al. v. Drybar Holdings LLC**, Case No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin, et al. v. National Western Life Insurance Company**, 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).



- **Chapman, et al. v. voestalpine Texas Holding LLC**, Case No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) *Constituted the best practicable notice, under the circumstances;*
 - (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
 - (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
 - (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*
- **Hanson v. Welch Foods Inc.**, Case No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all



Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Cir. Ct. Cook Cnty., Ill.), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Lisa Jones, et al. v. Monsanto Company, et al.**, No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips on May 13, 2021:

The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e)



factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.

- **Winters, et al. v. Two Towns Ciderhouse Inc.**, No. 3:20-cv-00468-BAS-BGS (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC (“P&N”) completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration (“Schwartz Decl.”) ¶¶ 4–14, ECF No. 24-5.)...Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.). Thus, the Court finds the Notice complies with due process.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Edward Makaron, et al. v. Enagic USA, Inc.**, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court’s Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and



sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr., et al. v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Hartig Drug Company Inc. v. Senju Pharmaceutical LTD. and Allergan, Inc.**, 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff's Unopposed Motion to Distribute Notice to the Settlement Class ("Schwartz Declaration"). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23...

- **Gordon v. Hain Celestial Group, et al.**, 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order - were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.

- **In re: Sony PS3 "Other OS" Litigation**, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.



- ***In re: Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation***, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court's orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.



LEGAL NOTICE CASES

<i>Lewis v. Lytx Inc.</i> , Case No. 3:22-CV-00046 (S.D. Ill.)
<i>Doe, et al. v. San Diego Fertility Center Medical Group, Inc., et al.</i> , Case No. 37-2024-00006118 (Cal. Super. Ct.)
<i>Tapia-Rendon, et al. v. Workeasy Software, LLC</i> , Case No. 1:21-cv-3400 (N.D. Ill.)
<i>Meholic, et al. v. Seattle Arena Company</i> , Case No. 24-2-06283-1 (Wash. Super. Ct.)
<i>Cadena, et al. v. American Honda Motor Co., Inc.</i> , Case No. CV 18-4007 (C.D. Cal.)
<i>In Re: Hapy Bear Surgery Center Data Security Incident Litigation</i> , Case No. VCU307987 (Cal. Super. Ct.)
<i>Brim, et al. v. Prestige Care, Inc.</i> , Case No. 3:24-CV-05133 (W.D. Wash.)
<i>Doe, et al. v. Virginia Mason Medical Center, et al.</i> , Case No. 19-2-26674-1 SEA (Wash. Super. Ct.)
<i>Velasco v. Belmont Groceries, LLC</i> , Case No. 2023-CH-01077 (Cir. Ct. Cook Cnty., Ill.)
<i>Newman, et al. v. Audienceview Ticketing Corporation, et al.</i> , Case No. 1:23-cv-03764 (S.D.N.Y.)
<i>Severa, et al. v. Solvay Specialty Polymers USA, LLC, et al.</i> , Case No. 1:20-CV-06906 (D.N.J.)
<i>In Re Christie's Data Breach Litigation</i> , Case No. 1:24-cv-4221 (S.D.N.Y.)
<i>Reardon, et al. v. Suncoast Skin Solutions, Inc.</i> , Case No. 23-CA-000317 (Fla. 13th Jud. Cir.)
<i>Kandel, et al. v. Dr. Dennis Gross Skincare LLC</i> , Case No. 1:23-cv-01967-ER (S.D.N.Y.)
Public School Districts' Opioid Recovery Trust
<i>Haggerty, et al. v. Consumer Safety Technology, LLC</i> , Case No. 22-cv-01414 (Cal. Super. Ct.)
<i>Guzman, et al. v. Polaris Industries, Inc. et al.</i> , Case No. 8:19-cv-01543 (C.D. Cal.)
<i>Coleman v. USAA</i> , Case No. 3:21-cv-217 (N.D. Cal.)
<i>Knott, et al. v. United Water System, Inc., et al.</i> , Case No. 6:23-CV-00401 (W.D. La.)
<i>Jweinat v. loanDepot.com, LLC</i> , Case No. CGC-23-605149 (Cal. Super. Ct.)
<i>Tracey, et al. v. Elekta, Inc., et al.</i> , Case No. 1:21-cv-02851 (N.D. Ga.)
<i>Coleman, et al. v. United Services Automobile Association, et al.</i> , Case No. 3:21-cv-00217 (S.D. Cal.)
<i>Ralph Milan, et al. v. Clif Bar & Company</i> , Case No. 18-cv-02354-JD (N.D. Cal.)
<i>In re: Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation</i> (non-settlement), Case No. 19-md-2875 (D.N.J.)
<i>Ayala v. Commonwealth Health Physician Network, et al.</i> , Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.)
<i>Andrade-Heymsfield v. NextFoods, Inc.</i> , Case No. 21-cv-1446 (S.D. Cal.)
<i>In Re: Novant Health, Inc.</i> , Case No. 1:22-cv-00697 (M.D.N.C.)
<i>White v. General Motors, LLC</i> , Case No. 1:21-cv-00410 (D. Colo.)
<i>Gunaratna v. Dennis Gross Skincare, LLC, et al.</i> , Case No. 2:20-cv-02311 (C.D. Cal.)
<i>Hymes v. Earl Enterprises Holdings</i> , Case No. 6:19-cv-00644 (M.D. Fla.)
<i>Rivera, et al. v. Google LLC</i> , Case No. 19-CH-00990 (Cir. Ct. Cook Cnty., Ill.)
<i>Hezi v Celsius Holdings, Inc</i> , Case No. 1:21-cv-09892 (S.D.N.Y.)
<i>M.S. v. Med-Data, Inc.</i> , Case No. 4:22-cv-00187 (S.D. Tex.)
<i>Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc, et al.</i> , Case No. 2:18-cv-7889 (E.D. La.)
<i>Quackenbush, et al. v American Honda Motor Company, Inc., et al.</i> , Case No. 3:20-cv-05599 (N.D. Cal.)
<i>McFadden v. Nationstar</i> , Case No. 1:20-cv-00166 (D.D.C.)



<i>Sanders, et al. v. Ibex Global Solutions, Inc., et al.</i> , Case No. 1:22-cv-00591 (D.D.C.)
<i>In re: Cathode Ray Tube (CRT) Antitrust Litigation</i> , Case No. 4:07-cv-05944 (N.D. Cal.)
<i>John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.</i> , Case No. 2021L00026 (15th Jud. Cir. Ct. Lee Cnty., Ill.)
<i>Gonshorowski v. Spencer Gifts, LLC</i> , Case No. ATL-L-000311-22 (N.J. Super. Ct.)
<i>In re Forefront Data Breach Litigation</i> , Case No. 1:21-cv-00887-LA (E.D. Wis.)
<i>Stewart, et al. v. Albertsons Cos., Inc.</i> , Case No. 16CV15125 (Mult. Cty. Cir. Ct.)
<i>Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold</i> , Case No. 511490/2021 (N.Y. Sup. Ct. Kings Cnty.)
<i>Terry Fabricant v. Top Flite Financial, Inc.</i> , Case No. 20STCV13837 (Cal. Super.)
<i>Riley v. Centerstone of America</i> , Case No. 3:22-cv-00662 (M.D. Tenn.)
<i>Bae v. Pacific City Bank</i> , Case, No. 21STCV45922 (Cal. Super.)
<i>Tucker v. Marietta Area Health Care Inc.</i> , Case No. 2:22-cv-00184 (S.D. Ohio)
<i>Acaley v. Vimeo.com, Inc</i> , Case No. 19-CH-10873 (Cir. Ct. Cook Cnty., Ill.)
<i>Easter v Sound Generations</i> , Case No. 21-2-16953-4 (Wash. Super.)
<i>GPM v City of Los Angeles</i> , Case No. 21STCV11054 (Cal. Super.)
<i>Pagan v. Faneuil, Inc</i> , Case No. 3:22-cv-297 (E.D. Va.)
<i>Estes v. Dean Innovations, Inc.</i> , Case No. 20-CV-22946 (Mult. Cty. Cir. Ct.)
<i>Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.</i> , Case No. 21-2-03929-1 (Wash. Super.)
<i>Gilmore, et al. v. Monsanto Company, et al.</i> , Case No. 3:21-cv-8159 (N.D. Cal.)
<i>Copley v. Bactolac Pharmaceutical, Inc., et al.</i> , Case No. 2:18-cv-00575 (E.D.N.Y.)
<i>James v. CohnReznick LLP</i> , Case No. 1:21-cv-06544 (S.D.N.Y.)
<i>Doe v. Virginia Mason</i> , Case No. 19-2-26674-1 (Wash. Super.)
<i>LaPrairie v. Presidio, Inc., et al</i> , Case No. 1:21-cv-08795 (S.D.N.Y.)
<i>Richardson v. Overlake Hospital Medical Center, et al.</i> , Case No. 20-2-07460-8 (Wash. Super.)
<i>Weidman, et al. v. Ford Motor Company</i> , Case No. 2:18-cv-12719 (E.D. Mich.)
<i>Siqueiros, et al. v. General Motors, LLC</i> , Case No. 3:16-cv-07244 (N.D. Cal.)
<i>Vaccaro v. Delta Drugs, II. Inc.</i> , Case No. 20STCV28871 (Cal. Super.)
<i>Hosch v. Drybar Holdings LLC</i> , Case No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.)
<i>Davidson v. Healthgrades Operating Company, Inc.</i> , Case No. 21-cv-01250 (D. Colo.)
<i>Baldwin, et al. v. National Western Life Insurance Co.</i> , Case No. 2:21-cv-04066 (W.D. Mo.)
<i>Deien v. Seattle City Light</i> , Case No. 19-2-21999-8 (Wash. Super.)
<i>Blake Chapman, et al. v. voestalpine Texas, LLC, et al</i> , Case No. 2:17-cv-00174 (S.D. Tex.)
<i>Hanson v. Welch Foods Inc.</i> , Case No. 3:20-cv-02011 (N.D. Cal.)
<i>McMorrow v. Mondelez International, Inc.</i> , Case No. 3:17-cv-02327 (S.D. Cal.)
<i>Hadley, et al. v. Kellogg Sales Company</i> , Case No. 5:16-cv-04955 (N.D. Cal.)
<i>Miracle-Pond, et al. v. Shutterfly, Inc.</i> , Case No. 16-cv-10984 (Cir. Ct. Cook Cnty., Ill.)
<i>In Re: Sonic Corp. Customer Data Breach Litigation</i> , Case No. 1:17-md-02807 (N.D. Ohio)
<i>In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation</i> , Case No. 3:18-cv-00850 (E.D. Va.)
<i>Krommenhock, et al. v. Post Foods, LLC</i> , Case No. 3:16-cv-04958 (N.D. Cal.)
<i>Daley, et al. v. Greystar Management Services LP, et al.</i> , Case No. 2:18-cv-00381 (E.D. Wash.)



<i>Brianna Morris v. FPI Management Inc.</i> , Case No. 2:19-cv-0128 (E.D. Wash.)
<i>Kirilose Mansour v. Bumble Trading Inc.</i> , Case No. RIC1810011 (Cal. Super.)
<i>Clopp et. al. v. Pacific Market Research, LLC et. al.</i> , Case No. 21-2-08738-4 (Wash. Super.)
<i>Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.</i> , Case No. 58410 (E.D. La.)
<i>Jackson-Battle v. Navicent Health, Inc.</i> , Case No. 2020-cv-072287 (Ga Super.)
<i>Fabricant v. Amerisave Mortgage Corp.</i> , Case No. 2:19-cv-04659 (C.D. Cal.)
<i>Jammeh v. HNN Assoc.</i> , Case No. 2:19-cv-00620 (W.D. Wash.)
<i>Farruggio, et al. v. 918 James Receiver, LLC, et al.</i> , Case No. 3831/2017 (N.Y. Sup Ct)
<i>Winters, et al. v. Two Towns Ciderhouse Inc.</i> , Case No. 3:20-cv-00468 (S.D. Cal.)
<i>Siddle, et al. v. The Duracell Company, et al.</i> , Case No. 4:19-cv-00568 (N.D. Cal.)
<i>Lisa Jones, et al. v. Monsanto Company</i> , Case No. 4:19-cv-00102 (W.D. Mo.)
<i>Makaron v. Enagic USA, Inc.</i> , Case No. 2:15-cv-05145 (C.D. Cal.)
<i>John Karpilovsky, et al. v. All Web Leads, Inc.</i> , Case No. 1:17-cv-01307 (N.D. Ill.)
<i>Hughes, et al. v. AutoZone Parts Inc., et al.</i> , Case No. BC631080 (Cal. Super.)
<i>Secaucus Investors LLC and Health Care Grower, LLC v. Harmony Foundation of New Jersey, Inc., et al.</i> , Case No. BER-C-275-21 (N.J. Sup Ct.)
<i>Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections</i> , Case No. 3:17-cv-0586 (W.D. Wash.)
<i>Aaron Van Fleet, et al. v. Trion Worlds Inc.</i> , Case No. 535340 (Cal. Super.)
<i>Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)
<i>Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)
<i>Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.</i> , Case No. BC652939 (Cal. Super.)
<i>Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al.</i> , Case No. 82253 (La. Dist.)
<i>In re: Sony PS3 "Other OS" Litigation</i> , Case No. 4:10-cv-01811 (N.D. Cal.)
<i>In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00169 (D.N.J.)
<i>In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00711 (D.N.J.)
<i>Hartig Drug Company Inc., v. Senju Pharmaceutical et al.</i> , Case No. 1:14-cv-00719 (D. Del.)
<i>Gordon v. The Hain Celestial Group, et al.</i> , Case No. 1:16-cv-06526 (S.D.N.Y.)
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico – Economic and Property Damages Settlement</i> , MDL No. 2179 (E.D. La.)
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico –Medical Benefits Settlement</i> , MDL No. 2179 (E.D. La.)
<i>Byrner et al. v. Oregon One, Inc.</i> , Case No. 3:16-cv-01910 (D. Or.)
<i>In re: Google Inc. Cookie Placement Consumer Privacy Litigation</i> , MDL No. 2358 (D. Del.)
<i>In re: Pool Products Distribution Market Antitrust Litigation</i> , MDL No. 2128 (E.D. La.)
<i>In re: Polyurethane Foam Antitrust Litigation</i> , MDL No. 2196 (N.D. Ohio)
<i>In re: Processed Egg Products Antitrust Litigation</i> , MDL No. 2002 (E.D. Pa.)
<i>In re: The Flintkote Company and Flintkote Mines Limited</i> , Case No. 1:04-bk-11300 (Bankr. D. Del.)
<i>In re: Prograf (Tacrolimus) Antitrust Litigation</i> , MDL No. 2242 (D. Mass.)
<i>Markos v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01156 (N.D. Ga.)
<i>Cross v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01270 (N.D. Ga.)
<i>Ferrick v. Spotify USA Inc.</i> , Case No. 1:16-cv-08412 (S.D.N.Y.)



<i>In re: Parmalat Securities Litigation</i> , MDL No. 1653 (S.D.N.Y.)
<i>Smith v. Floor and Décor Outlets of America, Inc.</i> , Case No. 1:15-cv-04316 (N.D. Ga.)
<i>Schwartz v. Intimacy in New York, LLC</i> , Case No. 1:13-cv-05735 (S.D.N.Y.)
<i>In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation</i> , MDL No. 2426 (D. Me.)
<i>Young v. Wells Fargo & Co</i> , Case No. 4:08-cv-00507 (S.D. Iowa)
<i>In re: Credit Default Swaps Antitrust Litigation</i> , MDL No. 2476 (S.D.N.Y.)
<i>Anthony Frank Lasseter et al. v. Rite-Aid</i> , Case No. 09-cv-2013-900031 (Ala. Cir. Ct.)
<i>Khoday v. Symantec Corp.</i> , Case No. 0:11-cv-00180 (D. Minn.)
<i>MacKinnon, Jr v. IMVU</i> , Case No. 1-11-cv-193767 (Cal. Super.)
<i>Ebarle, et al. v. LifeLock, Inc.</i> , Case No. 3:15-cv-00258 (N.D. Cal.)
<i>Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")</i> , Case No. 1:15-cv-05880 (S.D.N.Y.)
<i>Schwartz v. Avis Rent A Car System</i> , Case No. 2:11-cv-04052 (D.N.J.)
<i>Klein v. Budget Rent A Car System</i> , Case No. 2:12-cv-07300 (D.N.J.)
<i>Pietrantonio v. Kmart Corporation</i> , Case No. 15-5292 (Mass. Cmmw.)
<i>Cox, et al. v. Community Loans of America, Inc., et al.</i> , Case No. 4:11-cv-00177 (M.D. Ga.)
<i>Vodenichar. et al. v. Halcón Energy Properties, Inc., et al.</i> , Case No. 2013-512 (Pa. Com. Pleas)
<i>State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.</i> , Case No. 1208 10246 (Or. Cir.)
<i>Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med</i> , Case No. 0:13-cv-62019 (S.D. Fla.)
<i>Splater, et al. v. Thermal Ease Hydronic Systems, Inc., et al.</i> , Case No. 03-2-33553-3 (Wash. Super.)
<i>Phillips v. Bank of America</i> , Case No. 15-cv-00598 (Cal. Super.)
<i>Ziwczyń v. Regions Bank and American Security Insurance Co.</i> , Case No. 1:15-cv-24558 (S.D. Fla)
<i>Dorado vs. Bank of America, N.A.</i> , Case No. 1:16-cv-21147 (S.D. Fla)
<i>Glass v. Black Warrior Electric</i> , Case No. cv-2014-900163 (Ala. Cir.)
<i>Beck v. Harbor Freight Tools USA, Inc.</i> , Case No. 15-cv-00598 (Ohio Com. Pleas)
<i>Ligon v. City of New York, et al.</i> , Case No. 12-cv-2274 (S.D.N.Y.)
<i>Abdellahi, et al., vs. River Metals Recycling, LLC</i> , Case No. 13-CI00095 (Ky. Cir.)
<i>Alegre v. XPO Last Mile, Inc.</i> , Case No. 2:15-cv-02342 (D.N.J.)
<i>Jack Leach, et al. v. E.I. du Pont de Nemours and Co.</i> , Case No. 01-C-608 (W. Va. Cir.)
<i>Hayes, et al. v. Citizens Financial Group Inc., et al.</i> , Case No. 1:16-cv-10671 (D. Mass.)
<i>In re: Foreign Exchange Benchmark Rates Antitrust Litigation</i> , Case No. 1:13-cv-07789 (S.D.N.Y.)
<i>Flo & Eddie, Inc. v. Sirius XM Radio, Inc.</i> , Case No. 2:13-cv-05693 (C.D. Cal.)
<i>Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah</i> , Case No. C13-02656 (Cal. Super.)
<i>Filannino-Restifo, et al. v. TD Bank, N.A.</i> , Case No. 0:18-cv-01159 (D.N.J.)
<i>United States v. Takata Corporation</i> , Case No. 2:16-cv-20810 (E.D. Mich.)
<i>Free Range Content, Inc. v. Google Inc.</i> , Case No. 5:14-cv-02329 (N.D. Cal.)
<i>Bautista v. Valero Marketing and Supply Company</i> , Case No. 3:15-cv-05557 (N.D. Cal.)
<i>Devin Forbes and Steve Lagace -and- Toyota Canada Inc.</i> , Case No. cv-16-70667 (Ont. Super. Ct.)
<i>Thierry Muraton -and- Toyota Canada Inc.</i> , Case No. 500-06-000825-162 (Que. Super. Ct.)
<i>In re: Residential Schools Class Action Litigation</i> , Case No. 00-cv-192059 (Ont. Super. Ct.)
<i>In re: Tricor Antitrust Litigation</i> , Case No. 05-340 (D. Del.)



<i>Masztal v. City of Miami</i> , Case No. 3D06-1259 (Fla. Dist. App.)
<i>In re: Tribune Company, et al.</i> , Case No. 08-13141 (D. Del.)
<i>Marian Perez v. Tween Brands Inc.</i> , Case No. 14-cv-001119 (Ohio Com. Pleas)
<i>Ferguson v. Safeco</i> , Case No. DV 04-628B (Mont. Dist.)
<i>Williams v. Duke Energy</i> , Case No. 1:08-cv-00046 (S.D. Ohio)
<i>Boone v. City of Philadelphia</i> , Case No. 2:05-cv-01851 (E.D. Pa.)
<i>In re: Lehman Brothers Inc.</i> , Case No. 08-13555, 08-01420 (Bankr. S.D.N.Y.)
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i> , MDL No. 1796 (D.D.C.)
<i>In re: Countrywide Customer Data Breach Litigation</i> , MDL No. 1998 (W.D. Ky.)
<i>In re: Checking Account Overdraft Litigation</i> , MDL No. 2036 (S.D. Fla.)
<i>In re: Heartland Data Security Breach Litigation</i> , MDL No. 2046 (S.D. Tex.)
<i>Schulte v. Fifth Third Bank</i> , Case No. 1:09-cv-06655 (N.D. Ill.)
<i>Mathena v. Webster Bank, N.A.</i> , Case No. 3:10-cv-01448 (D. Conn.)
<i>Delandro v. County of Allegheny</i> , Case No. 2:06-cv-00927 (W.D. Pa.)
<i>Trombley v. National City Bank</i> , Case No. 1:10-cv-00232 (D.D.C.)
<i>Fontaine v. Attorney General of Canada</i> , Case No. 00-cv-192059 CP (Ont. Super. Ct.)
<i>Marolda v. Symantec Corp.</i> , Case No. 3:08-cv-05701 (N.D. Cal.)



Exhibit B: CV of EAG Gulf Coast, LLC



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

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Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873) - Public Water System Settlement
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

¹Work performed as Postlethwaite & Netteville, APAC (P&N)

²Services provided in cooperation with the Court-Appointed Special Master

³Appointed As Common Benefit Trustee

⁴Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.



EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.



- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.



- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed



Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) Constituted the best practicable notice, under the circumstances;*
- (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).



- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including



individual notice to all Settlement Class Members who could be identified through reasonable effort.

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class...was the best practicable notice under the circumstances. The Class Notice program...was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.



- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable



under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.



- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Edward Makaron et al. v. Enagic USA, Inc.**, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably



calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.



- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*
- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*



- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*



Exhibit C: Proposed Combined TPP Short Form Notice

Third-Party Payor Class Action Settlement Summary Notice

If you are a third-party payor who paid any amount of money for retail purchases of Hetero Valsartan, Aurobindo Irbesartan, or Vivimed Losartan medications between January 1, 2016 and the present, you could receive a payment from class action settlements.

Where can I get more information? This is only a summary. For more information regarding the detailed allegations for the three settling Defendants, visit www.TPP.SartanMedicationSettlement.com or call the number below. A federal court directed that this Notice be provided to you.

Settlements have been reached in economic loss class action lawsuits against Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (collectively, "Hetero"); Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc., and Aurolife Pharma LLC (collectively, "Aurobindo"); and Vivimed Life Sciences Pvt Ltd and Strides Pharma Science Limited (collectively, "Vivimed"). These Settlements are part of a larger lawsuit, *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875 (MDL No. 2875), currently pending in the United States District Court for the District of New Jersey (the "Court").

The lawsuit alleges that certain batches of Hetero Valsartan, Aurobindo Irbesartan, and Vivimed Losartan finished drug formulations were manufactured using active pharmaceutical ingredients ("API") contaminated with probable human carcinogens, including NDMA, NDEA, and NMBA, resulting in economic losses to consumers and third-party payors. Each Defendant denies any wrongdoing, denies that the levels of nitrosamine impurities were harmful or carcinogenic, and has asserted various legal and factual defenses. The Court has not decided whether any defendant did anything wrong or whether the Plaintiffs' claims have merit.

These Settlements resolve only the economic loss claims against the settling Defendants for the drugs identified below. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is Included?

The Settlement Class includes all individuals and third-party payors in the United States, its territories, and possessions who paid any amount of money for retail purchases of:

- Valsartan finished drug formulations containing Hetero Process III Valsartan API, sold between May 1, 2018 and July 31, 2018;
- Losartan finished drug formulations sold under the following Vivimed National Drug Codes ("NDCs"): 23155-644-09, 23155-644-10, 23155-645-03, 23155-645-09, 23155-645-10, 23155-646-03, 23155-646-09, and 23155-646-10;
- Irbesartan finished drug formulations manufactured using Aurobindo's IC Route of Synthesis ("IC ROS Irbesartan"), purchased from January 1, 2016 to the present.

Detailed information regarding the Class is viewable at www.TPP.SartanMedicationSettlement.com.

A separate notice has been sent to consumers.

What Does the Settlement Provide?

Based on an evaluation of the quantity and pricing of the eligible pills sold, Hetero will pay \$11,365,489.80; Aurobindo will pay \$2,000,000; and Vivimed will pay \$1,899,000.

Full details, including how funds will be distributed between third-party payors and consumers, may be found at www.TPP.SartanMedicationSettlement.com.

What Are My Rights And Options?

Submit a Claim: To receive a Settlement payment, you must submit a Claim Form. You can submit your Claim online at the Settlement Website or download a paper Claim Form to mail in. Claims must include supporting documentation. Assignees of third-party payors may directly submit claims to obtain settlement funds. Such assignee will be treated as if the third-party payor had directly submitted its claims as part of the claims administration process, and it will have the same rights as a third-party payor. Class Members are limited to one claim per Class Member. Related companies such as corporate subsidiaries or affiliates may file claims either separately or combined. However, no more than one claim may be submitted for the same payments. Your Claim Form must be **submitted online or postmarked by [CLAIMS DEADLINE]**.

Do Nothing: If you do nothing, you will remain a part of the Class and Settlement. You will receive no payment under the Settlement and you will give up your rights to sue the settling Defendants about the issues in this case.

Opt-Out: Excluding yourself is the only way to keep your right to sue the settling Defendants over the claims in this case. You won't be bound by the Settlement, but you also won't receive any payment from it, if one is awarded. To opt-out, you must submit an exclusion request, along with proof of class member status or declaration under penalty of perjury, to the Settlement Administrator **postmarked or emailed and received no later than [EXCLUSION DEADLINE]**.

Object: If you do not like any part of the Settlement, you can object by writing to the Court. You cannot submit both an exclusion request and objection. To Object, you must remain a Class Member. If the Court grants Final Approval over your objection, you will give up your rights to sue the settling Defendants about the issues in this case. If you also wish to receive payment from the Settlement, you must submit a Claim Form. Your objection must be **postmarked no later than [OBJECTION DEADLINE]**.

Complete details about how to submit a Claim, opt-out, and object are available at www.TPP.SartanMedicationSettlement.com.

Do I have a lawyer in this case? Yes, if you do not exclude yourself by opting out. The Court has appointed Gregory P. Hansel, Esq., Preti Flaherty Beliveau & Pachios, Chartered, LLP and Jorge A. Mestre, Esq., Rivero Mestre LLP to represent the TPP Class.

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

www.TPP.SartanMedicationSettlement.com

1-866-875-9644

Exhibit D: Consumer Short Form Notice

Consumer Economic Loss Class Action Settlement Summary Notice

If you are an individual who paid any amount of money for retail purchases of irbesartan medication manufactured by Aurobindo from January 1, 2016 to the present, you could receive a payment from a class action settlement.

A Settlement has been reached in an economic loss class action lawsuit against Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc., and Aurolife Pharma LLC (collectively, the “Aurobindo Defendants”). The settlement is part of a larger lawsuit called *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875 (MDL No. 2875) (the “Lawsuit”) and is currently pending in the United States District Court for the District of New Jersey (“the Court”). The Settlement resolves claims that Aurobindo Defendants violated state laws related to the manufacture, supply, distribution, marketing, and sale of finished dose using Aurobindo irbesartan API that was manufactured using Aurobindo’s IC Route of Synthesis allegedly containing nitrosamine impurities, causing economic losses to the class. The Aurobindo Defendants have denied any wrongdoing, have denied that the amounts of NDEA in the irbesartan and ICDs at issue were or could be carcinogenic, and have asserted various legal and factual defenses to the claims asserted on behalf of the Class.

The Court has not decided whether the Aurobindo Defendants did anything wrong or whether the Plaintiffs’ claims have merit. This Settlement of irbesartan economic loss claims does not include or affect any other claims against the Aurobindo Defendants or any other entity, including but not limited to medical monitoring and personal injury claims, nor does it include any claims related to Losartan or Valsartan. Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

A federal court directed that this Notice be provided to you. The Court authorized and specifically required notice to be provided by email or text message, where available, or U.S. mail in certain limited circumstances.

Who is Included?

The Settlement Class includes all individuals and third-party-payers in the United States and its territories and possessions who, from January 1, 2016 to the present, paid any amount of money for retail purchases of irbesartan finished drug formulations manufactured using Aurobindo irbesartan API that was manufactured using Aurobindo’s IC Route of Synthesis (“IC ROS Irbesartan”). A separate notice has been sent to third-party payors.

Detailed information regarding the Class and how to determine your eligibility is available on the Settlement Website www.SartanMedicationSettlement.com.

What Does the Settlement Provide?

Aurobindo Defendants will pay \$2,000,000, which amount was established based on a review and evaluation of the total quantity and price paid for the pills. [add allocation details] Full details, including limitations, may be found at www.SartanMedicationSettlement.com.

What Are My Rights And Options?

Submit a Claim: To receive a Settlement payment, you must submit a Claim Form. You can submit your Claim online at the Settlement Website or download a paper form to mail in. If possible, include documents to support your claim. The Administrator may contact you for pharmacy proof if needed. Your Claim Form must be **submitted online or postmarked by [CLAIMS DEADLINE]**.

Do Nothing: If you do nothing, you will remain a part of the Class and Settlement. You will receive no payment under the Settlement and you will give up your rights to sue the Aurobindo Defendants about the issues in this case.

Opt-Out: Excluding yourself is the only way to keep your right to sue the Aurobindo Defendants over the claims in this case. You won't be bound by the Settlement, but you also won't receive any payment from it, if one is awarded. To opt-out, you must submit an exclusion request to the Settlement Administrator **postmarked or emailed and received no later than [EXCLUSION DEADLINE]**.

Object: If you do not like any part of the Settlement, you can object by writing to the Court. You cannot submit both an exclusion request and objection. To object, you must remain a Class Member. If the Court grants Final Approval over your objection, you will give up your rights to sue the Aurobindo Defendants about the issues in this case. If you also wish to receive payment, you must submit a Claim Form. Your objection must be **postmarked no later than [OBJECTION DEADLINE]**.

Complete details about your rights, including detailed requirements to submit a Claim, exclude yourself/opt-out, and to object to the Settlement are available on the Settlement Website www.SartanMedicationSettlement.com.

Do I have a lawyer in this case? Yes, if you do not exclude yourself by opting out. The Court has appointed Ruben Honik, Esq., Honik Law, Conlee S. Whiteley, Esq., Kanner & Whiteley, LLP and John R. Davis, Esq., Slack Davis Sanger LLP to represent the Consumer Economic Loss Class.

Where can I get more information? This is only a summary. For more information, visit the Settlement Website or call the number below.

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

www.SartanMedicationSettlement.com

1-866-875-9644

Exhibit E: Proposed Text Message Notice

Text Notice – Aurobindo Consumer Economic Loss

Proposed Text 1

U.S. FEDERAL COURT AUTHORIZED CLASS ACTION NOTICE

Our records indicate that you may have paid for Irbesartan medication manufactured by Aurobindo from January 1, 2016 to the present. A class action lawsuit may affect your legal rights.

Visit the Court approved website <https://SartanMedicationSettlement.com> or call 1-866-875-9644 for more information.

Reply STOP to end.

Proposed Text 2

U.S. FEDERAL COURT AUTHORIZED CLASS ACTION NOTICE

Our records show you may have paid for Irbesartan by Aurobindo between January 1, 2016 to the present. A class action lawsuit may affect your rights.

Visit the Court approved website <https://SartanMedicationSettlement.com> or call 1-866-875-9644 for more information.

Reply STOP to end.

Exhibit F: Consumer Postcard Notice

Who is Included? The Settlement Class includes all individuals and third-party payors in the United States and its territories and possessions who, from January 1, 2016 to the present, paid any amount of money for retail purchases of irbesartan finished drug formulations manufactured using Aurobindo irbesartan API that was manufactured using Aurobindo's IC Route of Synthesis ("IC ROS Irbesartan"). A separate notice has been sent to third-party payors.

Detailed information regarding the Class and how to determine your eligibility is available on the Settlement Website www.SartanMedicationSettlement.com.

What Does the Settlement Provide? Aurobindo Defendants will pay \$2,000,000, which amount was established based on a review and evaluation of the total quantity and price paid for the pills. [add allocation details] Full details, including limitations, may be found at www.SartanMedicationSettlement.com.

What Are My Rights And Options? Submit a Claim: To receive a Settlement payment, you must submit a Claim Form. You can submit your Claim online at the Settlement Website or download a paper form to mail in. If possible, include documents to support your claim. The Administrator may contact you for pharmacy proof if needed. Your Claim Form must be **submitted online or postmarked by [CLAIMS DEADLINE]**. **Do Nothing:** If you do nothing, you will remain a part of the Class and Settlement. You will receive no payment under the Settlement and you will give up your rights to sue the Aurobindo Defendants about the issues in this case. **Opt-Out:** Excluding yourself is the only way to keep your right to sue the Aurobindo Defendants over the claims in this case. You won't be bound by the Settlement, but you also won't receive any payment from it, if one is awarded. To opt-out, you must submit an exclusion request to the Settlement Administrator **postmarked or emailed and received no later than [EXCLUSION DEADLINE]**. **Object:** If you do not like any part of the Settlement, you can object by writing to the Court. You cannot submit both an exclusion request and objection. To object, you must remain a Class Member. If the Court grants Final Approval over your objection, you will give up your rights to sue the Aurobindo Defendants about the issues in this case. If you also wish to receive payment, you must submit a Claim Form. Your objection must be **postmarked no later than [OBJECTION DEADLINE]**.

Complete details about your rights, including detailed requirements to submit a Claim, exclude yourself/opt-out, and to object to the Settlement are available on the Settlement Website www.SartanMedicationSettlement.com.

Do I have a lawyer in this case? Yes, if you do not exclude yourself by opting out. The Court has appointed Ruben Honik, Esq., Honik Law, Conlee S. Whiteley, Esq., Kanner & Whiteley, LLP and John R. Davis, Esq., Slack Davis Sanger LLP to represent the Consumer Economic Loss Class.

Where can I get more information? ? This is only a summary. For more information, visit the Settlement Website or call the number below

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

If you are an individual who paid any amount of money for retail purchases of irbesartan medication manufactured by Aurobindo from January 1, 2016 to the present, you could receive a payment from a class action settlement.

A Settlement has been reached in an economic loss class action lawsuit against Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc., and Aurolife Pharma LLC (collectively, the “Aurobindo Defendants”). The settlement is part of a larger lawsuit called *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875 (MDL No. 2875) (the “Lawsuit”) and is currently pending in the United States District Court for the District of New Jersey (“the Court”). The Settlement resolves claims that Aurobindo Defendants violated state laws related to the manufacture, supply, distribution, marketing, and sale of finished dose using Aurobindo irbesartan API that was manufactured using Aurobindo’s IC Route of Synthesis allegedly containing nitrosamine impurities, causing economic losses to the class. The Aurobindo Defendants have denied any wrongdoing, have denied that the amounts of NDEA in the irbesartan and ICDs at issue were or could be carcinogenic, and have asserted various legal and factual defenses to the claims asserted on behalf of the Class.

The Court has not decided whether the Aurobindo Defendants did anything wrong or whether the Plaintiffs’ claims have merit. This Settlement of irbesartan economic loss claims does not include or affect any other claims against the Aurobindo Defendants or any other entity, including but not limited to medical monitoring and personal injury claims, nor does it include any claims related to Losartan or Valsartan. Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

A federal court directed that this Notice be provided to you. The Court authorized and specifically required notice to be provided by email or text message, where available, or U.S. mail in certain limited circumstances

Sartan Medication Settlement Administrator

P.O. Box 3376
Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE

PAID
FPI


ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID [ID]
[FIRST NAME] [LAST NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode


Exhibit G: Proposed Banner Notices



If you are an individual or entity who paid any amount of money for retail purchases of Hetero Valsartan, Aurobindo Irbesartan, or Vivimed Losartan medications between January 1, 2016 and the present, you could receive a payment from class action settlements.

[LEARN MORE](#)


Proposed Digital Notice A



If you are an individual or entity who paid any amount of money for retail purchases of Hetero Valsartan, Aurobindo Irbesartan, or Vivimed Losartan medications between January 1, 2016 and the present, you could receive a payment from class action settlements.

[LEARN MORE](#)


Proposed Digital Notice B



IF YOU ARE AN INDIVIDUAL OR ENTITY WHO PAID ANY AMOUNT OF MONEY FOR RETAIL PURCHASES OF HETERO VALSARTAN, AUROBINDO IRBESARTAN, OR VIVIMED LOSARTAN MEDICATIONS BETWEEN JANUARY 1, 2016 AND THE PRESENT, YOU COULD RECEIVE A PAYMENT FROM CLASS ACTION SETTLEMENTS.

[LEARN MORE](#)

Proposed Digital Notice C



IF YOU ARE AN INDIVIDUAL OR ENTITY WHO PAID ANY AMOUNT OF MONEY FOR RETAIL PURCHASES OF HETERO VALSARTAN, AUROBINDO IRBESARTAN, OR VIVIMED LOSARTAN MEDICATIONS BETWEEN JANUARY 1, 2016 AND THE PRESENT, YOU COULD RECEIVE A PAYMENT FROM CLASS ACTION SETTLEMENTS.

[LEARN MORE](#)

Proposed Digital Notice D

Exhibit H: Consumer Long Form Notice

Consumer Economic Loss Class Action Settlement Notice – Aurobindo Settlement

If you are an individual who paid any amount of money for retail purchases of irbesartan medication manufactured by Aurobindo from January 1, 2016 to the present, you could receive a payment from a class action settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in an economic loss class action lawsuit against Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc., and Aurolife Pharma LLC (collectively, the “Aurobindo Defendants”). The settlement is part of a larger lawsuit called *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875 (MDL No. 2875) (the “Lawsuit”) and is currently pending in the United States District Court for the District of New Jersey (“the Court”). This notice informs you of your legal rights and options.
- The Settlement resolves claims that Aurobindo Defendants violated state laws related to the manufacture, supply, distribution, marketing, and sale of finished dose using Aurobindo irbesartan API that was manufactured using Aurobindo’s IC Route of Synthesis allegedly containing nitrosamine impurities, causing economic losses to the class.
- The Aurobindo Defendants have denied any wrongdoing, have denied that the amounts of NDEA in the Irbesartan and ICDs at issue were or could be carcinogenic, and have asserted various legal and factual defenses to the claims asserted on behalf of the Class.
- The Court has not decided whether the Aurobindo Defendants did anything wrong or whether the Plaintiffs’ claims have merit. This Settlement of irbesartan economic loss claims does not include or affect any other claims against the Aurobindo Defendants or any other entity, including but not limited to medical monitoring and personal injury claims, nor does it include any claims related to Losartan or Valsartan.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		DEADLINE
SUBMIT A CLAIM	To receive a Settlement payment, you must submit a Claim Form. You can submit your Claim online at the Settlement website www.SartanMedicationSettlement.com or download a paper Claim Form and submit it by mail. Documentation should be submitted to support your claim, if possible. After you submit your claim, the Settlement Notice Administrator may contact you for proof of purchase from your pharmacy, if needed to approve your claim.	[CLAIM DEADLINE]
DO NOTHING	If you do nothing, you will remain a part of the Class and Settlement. You will receive no payment under the Settlement and you will give up your rights to sue the Aurobindo Defendants about the issues in this case.	NO DEADLINE

<p>EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>Excluding yourself from the Settlement is the only option that allows you to pursue your own claims against one or more Aurobindo Defendants for the legal claims made in the Lawsuit. Choosing this option means you will not be bound by any future determination made in the Settlement; however, you will also not be eligible for a payment, if any are awarded. See question 12 for more information.</p>	<p>[EXCLUSION DEADLINE]</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>If you do not like any part of the Settlement, you may write to the Court and explain your objection. You can not submit both an exclusion request and objection. You must remain a part of the Class to object. The Court will consider your objection at the Final Approval Hearing. If the Court grants Final Approval over your objection, you will give up your rights to sue the Aurobindo Defendants about the issues in this case. If you also wish to receive payment from the Settlement, you must submit a Claim Form. See Question 15 for more information.</p>	<p>[OBJECTION DEADLINE]</p>

- These rights and options – and the deadlines to exercise them – are explained in this Notice.

BASIC INFORMATION

1. What is this Notice about?

A federal court directed that this Notice be provided to you because you have a right to know about this class action Settlement and about all of your rights and options. The Court also authorized and required the manner by which you received this Notice, and specifically required notice to be provided by email or text message, where available, or U.S. mail in certain limited circumstances. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court presiding over this case is the United States District Court for the District of New Jersey (“the Court”). The Court is overseeing the class actions in the Lawsuit as part of a Multi-District Litigation (“MDL”) called *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875-RBK-SAK. The people and entities that filed the Lawsuit are called the “Plaintiffs” and the companies they sued are called the “Defendants.” The settled part of the Lawsuit relates only to the Aurobindo Defendants’ sale of irbesartan between January 1, 2016 and the present, and does not involve Losartan or Valsartan.

2. What is the Settlement about?

The Settlement addresses claims that the Aurobindo Defendants violated state laws by manufacturing, distributing, selling and/or dispensing irbesartan or ICDs that were contaminated with probable human carcinogens in the form of NDEA. Aurobindo Defendants deny all allegations of fault, wrongdoing, or liability made in the Lawsuit, have denied that the amounts of NDEA in the Irbesartan and ICDs at issue were or could be carcinogenic, and have asserted various legal and factual defenses.

Questions? Call 1-866-875-9644 or visit www.SartanMedicationSettlement.com

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves a class action lawsuit for all class members, except for those who opt out of the class and litigation. The Plaintiffs and the Defendants are the Parties (the “Parties”) in the Litigation.

In this Settlement, which resolves one part of the overall Lawsuit, the Class Representatives are Jacqueline Harris (“Consumer Plaintiff”) and MSP Recovery Claims, Series LLC (“MSPRC”) (“TPP Plaintiff”). In this Settlement, the Aurobindo Defendants are Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc., and Aurolife Pharma LLC (defined herein to include their predecessors, successors, subsidiaries and affiliates and each of their past, present and future direct or indirect parent companies, subsidiaries, divisions and affiliates, joint ventures, and each of their present and former officers, directors, employees, stockholders, partners, owners, and insurers).

WHO IS INCLUDED IN THE LAWSUIT?

4. Who is included in the Settlement Class?

You are a member of the consumer Settlement Class if you are an individual in the United States and its territories and possessions who, from January 1, 2016 to the present, paid any amount of money for retail purchases of irbesartan finished drug formulations manufactured using Aurobindo irbesartan API that was manufactured using Aurobindo’s IC Route of Synthesis (“IC ROS Irbesartan”).

5. Are there exceptions to being a Class Member?

Yes. Excluded from the Settlement Class are: (a) Any judge or magistrate presiding over this action, and the members of their families; (b) The Aurobindo Defendants and affiliated entities and their officers and directors; (c) The Aurobindo Defendants’ counsel of record, assigns and successors; (d) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (e) Pharmacy Benefit Managers (“PBMs”); (f) Plaintiffs’ counsel of record, assigns, and successors; (g) Any personal injury plaintiff or claimant in the MDL; and, (h) All persons or entities who properly execute and file a timely request for exclusion from any Court-approved class.

6. How can I get help in determining if I am eligible?

If you need help in determining your eligibility, you can visit the Settlement Website at www.SartanMedicationSettlement.com and answer a few simple questions. You can also call 1-866-875-9644 or email info@SartanMedicationSettlement.com for more information.

WHAT DOES THE SETTLEMENT PROVIDE?

7. What does the Settlement provide?

In consideration of the full and complete Release of all Released Claims against the Released Parties, and the dismissal of the Action with prejudice, the Aurobindo Defendants agree to pay \$2,000,000.

Questions? Call 1-866-875-9644 or visit www.SartanMedicationSettlement.com

The net Aurobindo Economic Loss Class Settlement fund (“the Fund”), after deduction of Attorneys’ Fees and Expenses, Class Notice and administration expenses, and Service Awards, shall be administered and allocated between the consumers and Third-Party Payors in a method to be determined by their respective Class Counsel subject to review by the Hon. Joel Schneider U.S.M.J (ret.). The allocation method will be set forth in Plaintiffs’ Motion for Preliminary Approval and filed with the Court prior to the hearing.

8. How do I get a payment?

Consumer members of the Settlement Class shall submit Claim Forms documenting their purchases of Aurobindo IC ROS Irbesartan as provided in the Settlement Agreement and approved by the Court. The Settlement Notice Administrator will review the Claim Forms and any supporting documentation with particular attention to the possibility of fraudulent or mistaken claims.

Documentation should be submitted to support your claim, if possible. Your claim will be reviewed by the Settlement Notice Administrator to determine if sufficient information is provided to accept your claim or if additional documentation, such as proof of purchase from your pharmacy, is required. You may, if you so choose, provide documentation with your claim submission to prevent any possible delays in approving your claim.

If you are an eligible Settlement Class Member, you must submit a Claim Form to receive a Settlement payment. You can submit your Claim online at the Settlement website www.SartanMedicationSettlement.com or download a paper Claim Form and submit it by mail. You may be required to submit supporting documentation. Your Claim Form must be **submitted online or postmarked by [CLAIMS DEADLINE]**.

9. When will I get my payment?

The Court will consider the fairness of the Settlement at the Final Approval Hearing scheduled for **Month Day, Year**. If the Court grants Final Approval, following the effective date described in the Settlement Agreement and any timeline defined in the Court’s Final Approval Order, the Settlement Notice Administrator will distribute payments. Please be patient, as this process can take some time.

ADDITIONAL RIGHTS AND OPTIONS

10. What happens if I do nothing at all?

If you do nothing, you will remain a part of the Class and Settlement. You will receive no payment under the Settlement and you will give up your rights to sue the Aurobindo Defendants for economic losses related to Aurobindo Irbesartan. **Submitting a Claim Form is the only way to receive a payment from this Settlement.**

11. Can I opt-out of the Settlement?

Yes, you can choose to opt-out, or exclude yourself, from the Settlement. Choosing this option means you will not be bound by any future determination made in the Settlement; however, you will also not be eligible for a payment from this Settlement. This is the only option that allows you to pursue your own

Questions? Call 1-866-875-9644 or visit www.SartanMedicationSettlement.com

claims against one or more Aurobindo Defendants for claimed economic losses related to the Aurobindo Irbesartan.

12. How do I exclude myself?

If you want to keep your right, if any, to separately sue the Aurobindo Defendants for the claims that are addressed by the Settlement, you must take steps to exclude yourself from the Class and Lawsuit. This is called “opting out”. The deadline for requesting exclusion from the Class and Lawsuit is **[EXCLUSION DEADLINE]**.

To exclude yourself, you must submit a written request for exclusion that includes the following information:

- Your full name, current address, and telephone number; and
- A statement specifically and unambiguously indicating your desire to be excluded from the Settlement Class and election to be excluded from any judgment entered pursuant to the settlement.

You will also be requested to provide information as to the identification of the at-issue irbesartan you purchased, if available, however this is not a requirement for exclusion.

A printable exclusion request form is available on the Settlement Website www.SartanMedicationSettlement.com. Your request for exclusion must be mailed to the address below so it is **postmarked or received no later than [EXCLUSION DEADLINE]**.

Sartan Medication Settlement Administrator
ATTN: Exclusion Request
PO Box 3376
Baton Rouge, LA 70821

You may also email a scanned copy of your signed exclusion request form to info@SartanMedicationSettlement.com. You must download, print, complete, and sign the PDF exclusion form found on the Settlement Website to qualify for email submission of your exclusion request. You must include your documentation of purchase or declaration regarding your inability to provide documentation with your exclusion form submission.

By electing to be excluded: (1) you will not share in any recovery that might be obtained by the Class upon Final Approval of the Settlement; (2) you will not be bound by any decision related to the Settlement that is either favorable to the Class or favorable to the Aurobindo Defendants; and (3) you may present any claims you have against the Aurobindo Defendants related to Irbesartan through your own lawsuit.

Requests for exclusions shall be permitted on an individual basis only. Any purported “class-wide” opt-outs will be construed as being submitted only on behalf of the person who actually submitted the exclusion.

13. If I do not exclude myself, can I still sue the Aurobindo Defendants?

Questions? Call 1-866-875-9644 or visit www.SartanMedicationSettlement.com

No. If you stay in the Settlement Class (i.e., do nothing or do not exclude yourself), you give up any right to separately sue or pursue claims against any of the Aurobindo Defendants for the claims released in this Settlement.

14. Can I object to the Settlement?

Yes, if you do not like any part of the Settlement, you may write to the Court and explain your objection. You cannot submit both an exclusion request and objection. You must remain a part of the Class to object. The Court will consider your objection at the Final Approval Hearing. If the Court grants Final Approval over your objection, you will give up your rights to sue the Aurobindo Defendants about the issues in this Settlement. If you also wish to receive payment from the Settlement, you must submit a Claim Form.

15. How do I object to the Settlement?

The deadline for objecting to the Settlement is **OBJECTION DEADLINE**.

Any Settlement Class Member who intends to object to the fairness of the Settlement Agreement must, file any objection via the Court’s electronic filing system, and if not filed via the Court’s electronic system, must mail, postmarked by the date specified in the Preliminary Approval Order, the objection to the Court and also serve by first-class mail copies of the objection upon:

Clerk of the Court
 United States District Court
 District of New Jersey
 Mitchell H. Cohen Building
 & U.S. Courthouse
 4th & Cooper Streets
 Camden, New Jersey 08101

Class Counsel for Consumer Class:	Class Counsel for TPP Class:	Counsel for Defendants:
John R. Davis Slack Davis Sanger, LLP 6001 Bold Ruler Way #100 Austin, TX 78746 Ruben Honik Honik Law 1515 Market Street, Ste. 110 Philadelphia, PA, 19102 Conlee S. Whiteley Kanner & Whiteley, LLC 701 Camp Street New Orleans, LA 70130	Gregory P. Hansel Preti Flaherty Beliveau & Pachios, Chartered, LLP P.O. Box 9546 One City Center Portland, ME 04112-9546 Jorge A. Mestre Rivero Mestre LLP 2525 Ponce De Leon Blvd. Ste. 1000 Miami, FL 33134	John P. Lavelle, Jr. Morgan, Lewis & Bockius LLP 502 Carnegie Center Princeton, NJ 08540-6241

Questions? Call 1-866-875-9644 or visit www.SartanMedicationSettlement.com

Your objection must include:

- Your full name, current address, and telephone number;
- the identification of the Aurobindo Irbesartan purchased by you, the objector, including the NDC code(s), the date(s) of purchase, and the documentation supporting your purchase(s);
- a written statement that you have reviewed the Settlement Class definition and represent in good faith that you are a Settlement Class Member;
- a written statement of all grounds for the objection accompanied by any legal support for such objection sufficient to enable the parties to understand and respond to those specific objections;
- copies of any papers, briefs, or other documents upon which the objection is based and which are pertinent to the objection; and
- a list of all other objections submitted by you, the objector, and/or your counsel, to any class action settlements submitted in any state or federal court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If you or your counsel has not objected to any other class action settlement in the United States in the previous five (5) years, you shall affirmatively so state in the objection

Objections shall be permitted on an individual basis only. Any purported “class-wide” objections will be construed as being submitted only on behalf of the person who actually submitted the objection.

16. If I object, can I still sue the Aurobindo Defendants?

No. To object, you must stay in the Settlement Class (i.e., do not exclude yourself) and therefore you give up any right to separately sue any of the Aurobindo Defendants for the claims released in this Settlement.

17. If I object, and the Court grants Final Approval of the Settlement, can I still get a payment?

Yes, but only if you also submit a Claim Form as described in Question 8 above.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes, if you do not exclude yourself by opting out. The Court has appointed the following law firms to represent the Settlement Class.

Consumer Economic Loss Class Counsel

- John R. Davis, Slack Davis Sanger, LLP
- Ruben Honik, Honik Law
- Conlee Whiteley, Kanner & Whiteley, LLC

You will not be charged directly for their services. Plaintiffs will apply to the Court for an award of reasonable attorneys’ fees up to, but not to exceed, one-third of the total amount of the settlement fund, plus reasonable costs and expenses related to the Aurobindo Irbesartan economic loss litigation. Attorneys’ Fees and Expenses shall be in addition to any Representative Plaintiffs’ Service Awards that may be awarded by the Court from the settlement fund.

Questions? Call 1-866-875-9644 or visit www.SartanMedicationSettlement.com

19. Can I have my own lawyer?

If you do not exclude yourself, you do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense and have them appear on your behalf in the Lawsuit.

THE COURT PROCESS

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

The Court will hold the Final Approval Hearing at **TIME on Day, Month Date, Year at Courthouse**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the requested service awards for the Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement website, www.SartanMedicationSettlement.com.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in Question #15 and detailed in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

22. May I speak at the hearing?

Subject to the approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Attorneys' Fees, Expenses or Service Awards.

If you intend to appear at the Final Fairness Hearing, you must file with the Clerk of the Court and serve upon all counsel designated in Question 15 above a notice of intention to appear at the Fairness Hearing by the objection deadline as specified in the Preliminary Approval Order. The notice of intention to appear must include copies of any papers, exhibits, or other evidence, and the identity of witnesses, that you or your counsel intends to present to the Court in connection with the Final Fairness Hearing.

GET MORE INFORMATION

23. How do I get more information?

For more information about the Settlement, including assistance in determining whether you qualify as a Class Member, please visit the Settlement Website www.SartanMedicationSettlement.com. You may

Questions? Call 1-866-875-9644 or visit www.SartanMedicationSettlement.com

contact the Settlement Notice Administrator by email at info@SartanMedicationSettlement.com, by phone at 1-866-875-9644 or by mail at:

Sartan Medication Settlement Administrator
P.O. Box 3376
Baton Rouge, LA 70821

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

Questions? Call 1-866-875-9644 or visit www.SartanMedicationSettlement.com

Exhibit I: TPP Long Form Notice

Third Party Payor Class Action Settlement Notice – Aurobindo Settlement

If you are a third-party payor who paid any amount of money for retail purchases of irbesartan medication manufactured by Aurobindo from January 1, 2016 to the present, you could receive a payment from a class action settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in an economic loss class action lawsuit against Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc., and Aurolife Pharma LLC (collectively, the “Aurobindo Defendants”). The settlement is part of a larger lawsuit called *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875 (MDL No. 2875) (the “Lawsuit”) and is currently pending in the United States District Court for the District of New Jersey (“the Court”). This notice informs you of your legal rights and options.
- The Settlement resolves claims that Aurobindo Defendants violated state laws related to the manufacture, supply, distribution, marketing, and sale of finished dose using Aurobindo irbesartan API that was manufactured using Aurobindo’s IC Route of Synthesis. allegedly containing nitrosamine impurities, causing economic losses to the class.
- The Aurobindo Defendants have denied any wrongdoing, have denied that the amounts of NDEA in the Irbesartan and ICDs at issue were or could be carcinogenic, and have asserted various legal and factual defenses to the claims asserted on behalf of the Class.
- The Court has not decided whether the Aurobindo Defendants did anything wrong or whether the Plaintiffs’ claims have merit. This Settlement of irbesartan economic loss claims does not include or affect any other claims against the Aurobindo Defendants or any other entity, including but not limited to medical monitoring and personal injury claims, nor does it include any claims related to Losartan or Valsartan.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		DEADLINE
SUBMIT A CLAIM	To receive a Settlement payment, you must submit a Claim Form. You can submit your Claim online at the Settlement website www.TPP.SartanMedicationSettlement.com or download a paper Claim Form and submit it by mail. You will be required to submit supporting documentation. Assignees of third-party payors may directly submit claims to obtain settlement funds. Such assignee will be treated as if the third-party payor had directly submitted its claims as part of the claims administration process, and it will have the same rights as a third-party payor. Class members are limited to one claim per Class Member. Related companies such as corporate subsidiaries or affiliates may file claims either separately or combined. In no event shall more than one Class Member assert a claim for the same payments.	[CLAIM DEADLINE]

DO NOTHING	If you do nothing, you will remain a part of the Class and Settlement. You will receive no payment under the Settlement and you will give up your rights to sue the Aurobindo Defendants about the issues in this case.	NO DEADLINE
EXCLUDE YOURSELF FROM THE SETTLEMENT	This is the only option that allows you to pursue your own claims against one or more Aurobindo Defendants for the legal claims made in the Lawsuit. Choosing this option means you will not be bound by any future determination made in the Settlement; however, you will also not be eligible for a payment, if any are awarded. See question 12 for more information.	[EXCLUSION DEADLINE]
OBJECT TO THE SETTLEMENT	If you do not like any part of the Settlement, you may write to the Court and explain your objection. You can not submit both an exclusion request and objection. You must remain a part of the Class to object. The Court will consider your objection at the Final Approval Hearing. If the Court grants Final Approval over your objection, you will give up your rights to sue the Aurobindo Defendants about the issues in this case. If you also wish to receive payment from the Settlement, you must submit a Claim Form. See Question 15 for more information.	[OBJECTION DEADLINE]

- These rights and options – and the deadlines to exercise them – are explained in this Notice.

BASIC INFORMATION

1. What is this Notice about?

A federal court directed that this Notice be provided to you because you have a right to know about this class action Settlement and about all of your rights and options. The Court also authorized and required the manner by which you received this Notice, and specifically required notice to be provided by email or text message, where available, or U.S. mail in certain limited circumstances. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court presiding over this case is the United States District Court for the District of New Jersey (“the Court”). The Court is overseeing the class actions in the Lawsuit as part of a Multi-District Litigation (“MDL”) called *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875-RBK-SAK. The people and entities that filed the Lawsuit are called the “Plaintiffs” and the companies they sued are called the “Defendants.” The settled part of the Lawsuit relates only to the Aurobindo Defendants’ sale of Irbesartan between January 1, 2016 and the present, and does not involve Losartan or Valsartan.

2. What is the Settlement about?

The Settlement addresses claims that the Aurobindo Defendants violated state laws by manufacturing, distributing, selling and/or dispensing irbesartan or ICDs that were contaminated with probable human

Questions? Call 1-866-875-9644 or visit www.TPP.SartanMedicationSettlement.com

carcinogens in the form of NDEA. Aurobindo Defendants deny all allegations of fault, wrongdoing, or liability made in the Lawsuit, have denied that the amounts of NDEA in the Irbesartan and ICDs at issue were or could be carcinogenic, and have asserted various legal and factual defenses.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves a class action lawsuit for all class members, except for those who opt out of the class and litigation. The Plaintiffs and the Defendants are the Parties (the “Parties”) in the Litigation.

In this Settlement, which resolves one part of the overall Lawsuit, the Class Representatives are Jacqueline Harris (“Consumer Plaintiff”) and MSP Recovery Claims, Series LLC (“MSPRC”) (“TPP Plaintiff”). In this Settlement, the Aurobindo Defendants are Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc., and Aurolife Pharma LLC (defined herein to include their predecessors, successors, subsidiaries and affiliates and each of their past, present and future direct or indirect parent companies, subsidiaries, divisions and affiliates, joint ventures, and each of their present and former officers, directors, employees, stockholders, partners, owners, and insurers).

WHO IS INCLUDED IN THE LAWSUIT?

4. Who is included in the Settlement Class?

You are a member of the Third Party Payor Settlement Class if you are a third-party payor in the United States and its territories and possessions who, from January 1, 2016 to the present, paid any amount of money for retail purchases of irbesartan finished drug formulations manufactured using Aurobindo irbesartan API that was manufactured using Aurobindo’s IC Route of Synthesis (“IC ROS Irbesartan”).

5. Are there exceptions to being a Class Member?

Yes. Excluded from the Settlement Class are: (a) Any judge or magistrate presiding over this action, and the members of their families; (b) The Aurobindo Defendants and affiliated entities and their officers and directors; (c) The Aurobindo Defendants’ counsel of record, assigns and successors; (d) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (e) Pharmacy Benefit Managers (“PBMs”); (f) Plaintiffs’ counsel of record, assigns, and successors; (g) Any personal injury plaintiff or claimant in the MDL; and, (h) All persons or entities who properly execute and file a timely request for exclusion from any Court-approved class.

6. How can I get help in determining if I am eligible?

If you need help in determining your eligibility, you can visit the Settlement Website at www.TPP.SartanMedicationSettlement.com and answer a few simple questions. You can also call 1-866-875-9644 or email info@SartanMedicationSettlement.com for more information.

WHAT DOES THE SETTLEMENT PROVIDE?

Questions? Call 1-866-875-9644 or visit www.TPP.SartanMedicationSettlement.com

7. What does the Settlement provide?

In consideration of the full and complete Release of all Released Claims against the Released Parties, and the dismissal of the Action with prejudice, the Aurobindo Defendants agree to pay \$2,000,000.

The net Aurobindo Economic Loss Class Settlement fund (“the Fund”), after deduction of Attorneys’ Fees and Expenses, Class Notice and administration expenses, and Service Awards, shall be administered and allocated between the consumers and Third-Party Payors in a method to be determined by their respective Class Counsel subject to review by the Hon. Joel Schneider U.S.M.J (ret.). The allocation method will be set forth in Plaintiffs’ Motion for Preliminary Approval and filed with the Court prior to the hearing.

8. How do I get a payment?

Third Party Payor members (including assignees of TPPs) of the Settlement Class shall submit claim forms documenting their (or their assignors’) payments for Aurobindo IC ROS Irbesartan as provided in the Settlement Agreement and approved by the Court. The Settlement Notice Administrator will review the claim forms and any supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. After payment of the consumer claims as provided above, the remainder of the Fund shall be distributed to each valid TPP member of the class (including assignees) on a pro rata basis according to the total amount of each TPP’s qualifying and documented payments.

If you are an eligible Class Member, you must submit a Claim Form to receive a Settlement payment. You can submit your Claim online at the Settlement website www.TPP.SartanMedicationSettlement.com or download a paper Claim Form from the website and submit it by mail. You will be required to submit supporting documentation. Assignees of third-party payors may directly submit claims to obtain settlement funds. Such assignee will be treated as if the third-party payor had directly submitted its claims as part of the claims administration process, and it will have the same rights as a third-party payor. Settlement Class Members are limited to one claim per Settlement Class Member. Related companies such as corporate subsidiaries or affiliates may file claims either separately or combined. In no event shall more than one Settlement Class Member assert a claim for the same payments. Your Claim Form must be submitted online or postmarked by **[CLAIMS DEADLINE]**.

9. When will I get my payment?

The Court will consider the fairness of the Settlement at the Final Approval Hearing scheduled for **Month Day, Year**. If the Court grants Final Approval, following the effective date described in the Settlement Agreement and any timeline defined in the Court’s Final Approval Order, the Settlement Administrator will distribute payments. Please be patient, as this process can take some time.

ADDITIONAL RIGHTS AND OPTIONS

10. What happens if I do nothing at all?

If you do nothing, you will remain a part of the Class and Settlement. You will receive no payment under the Settlement and you will give up your rights to sue the Aurobindo Defendants for economic losses

Questions? Call 1-866-875-9644 or visit www.TPP.SartanMedicationSettlement.com

related to the Aurobindo Irbesartan. **Submitting a Claim Form is the only way to receive a payment from this Settlement.**

11. Can I opt-out of the Settlement?

Yes, you can choose to opt-out, or exclude yourself, from the Settlement. Choosing this option means you will not be bound by any future determination made in the Settlement; however, you will also not be eligible for a payment from this Settlement. This is the only option that allows you to pursue your own claims against one or more Aurobindo Defendants for claimed economic losses related to the Aurobindo Irbesartan.

12. How do I exclude myself?

If you want to keep your right, if any, to separately sue the Aurobindo Defendants for the claims that are addressed by this Settlement, you must take steps to exclude yourself from the Class and Lawsuit. This is called “opting out”. The deadline for requesting exclusion from the Class and Lawsuit is **[EXCLUSION DEADLINE]**.

To exclude yourself, you must submit a written request for exclusion that includes the following information:

- Your full name, current address, and telephone number;
- the identification of the Aurobindo Irbesartan purchased by the Settlement Class Member, including the NDC code(s), the date(s) of purchase, and the documentation supporting your purchase(s); and
- A statement specifically and unambiguously indicating your desire to be excluded from the Settlement Class and election to be excluded from any judgment entered pursuant to the settlement.

You will also be asked to provide information as to whether the TPP has a filed case and if so, provide the state and docket number and if not, whether or not the TPP intends to file a case in the future.

A printable exclusion request form is available on the Settlement Website www.TPP.SartanMedicationSettlement.com. Your request for exclusion must be mailed to the address below so it is **postmarked or received no later than [EXCLUSION DEADLINE]**.

Aurobindo Settlement Notice Administrator
ATTN: Exclusion Request
PO Box 3376
Baton Rouge, LA 70821

You may also email a scanned copy of your signed exclusion request form to info@SartanMedicationSettlement.com. You must download, print, complete, and sign the PDF exclusion form found on the Settlement Website to qualify for email submission of your exclusion request. You must include your documentation of purchase or declaration regarding your inability to provide documentation with your exclusion form submission.

Questions? Call 1-866-875-9644 or visit www.TPP.SartanMedicationSettlement.com

By electing to be excluded: (1) you will not share in any recovery that might be obtained by the Class upon Final Approval of the Settlement; (2) you will not be bound by any decision related to the Settlement that is either favorable to the Class or favorable to the Aurobindo Defendants; and (3) you may present any claims you have against the Aurobindo Defendants related to Valsartan through your own lawsuit.

Requests for exclusions shall be permitted on an individual basis only. Any purported “class-wide” opt-outs will be construed as being submitted only on behalf of the person (defined herein to include a TPP entity) who actually submitted the exclusion.

13. If I do not exclude myself, can I still sue the Aurobindo Defendants?

No. If you stay in the Settlement Class (i.e., do nothing or do not exclude yourself), you give up any right to separately sue or pursue claims against any of the Aurobindo Defendants for the claims released in this Settlement.

14. Can I object to the Settlement?

Yes, if you do not like any part of the Settlement, you may write to the Court and explain your objection. You cannot submit both an exclusion request and objection. You must remain a part of the Class to object. The Court will consider your objection at the Final Approval Hearing. If the Court grants Final Approval over your objection, you will give up your rights to sue the Aurobindo Defendants about the issues in this Settlement. If you also wish to receive payment from the Settlement, you must submit a Claim Form.

15. How do I object to the Settlement?

The deadline for objecting to the Settlement is **[OBJECTION DEADLINE]**.

Any Settlement Class Member who intends to object to the fairness of the Settlement Agreement must, file any objection via the Court’s electronic filing system, and if not filed via the Court’s electronic system, must mail, postmarked by the date specified in the Preliminary Approval Order, the objection to the Court and also serve by first-class mail copies of the objection upon:

Clerk of the Court
United States District Court
District of New Jersey
Mitchell H. Cohen Building
& U.S. Courthouse
4th & Cooper Streets
Camden, New Jersey 08101

Class Counsel for Consumer Class:	Class Counsel for TPP Class:	Counsel for Defendants:
John R. Davis Slack Davis Sanger, LLP 6001 Bold Ruler Way #100 Austin, TX 78746	Gregory P. Hansel Preti Flaherty Beliveau & Pachios, Chartered, LLP One City Center Portland, ME 04101	John P. Lavelle, Jr. Morgan, Lewis & Bockius LLP 502 Carnegie Center Princeton, NJ 08540-6241

Questions? Call 1-866-875-9644 or visit www.TPP.SartanMedicationSettlement.com

<p>Ruben Honik Honik Law 1515 Market Street, Ste. 110 Philadelphia, PA, 19102</p> <p>Conlee S. Whiteley Kanner & Whiteley, LLC 701 Camp Street New Orleans, LA 70130</p>	<p>Jorge A. Mestre Rivero Mestre LLP 2525 Ponce De Leon Blvd. Ste. 1000 Miami, FL 33134</p>	
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Your objection must include:

- Your full name, current address, and telephone number;
- the identification of the Aurobindo Irbesartan purchased by you, the objector, including the NDC code(s), the date(s) of purchase, and the documentation supporting your purchase(s);
- a written statement that you have reviewed the Settlement Class definition and represent in good faith that you are a Settlement Class Member;
- a written statement of all grounds for the objection accompanied by any legal support for such objection sufficient to enable the parties to understand and respond to those specific objections;
- copies of any papers, briefs, or other documents upon which the objection is based and which are pertinent to the objection; and
- a list of all other objections submitted by you, the objector, and/or your counsel, to any class action settlements submitted in any state or federal court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If you or your counsel has not objected to any other class action settlement in the United States in the previous five (5) years, you shall affirmatively so state in the objection

Objections shall be permitted on an individual basis only. Any purported “class-wide” objections will be construed as being submitted only on behalf of the person (defined herein to include a TPP entity) who actually submitted the objection.

16. If I object, can I still sue the Aurobindo Defendants?

No. To object, you must stay in the Settlement Class (i.e., do not exclude yourself) and therefore you give up any right to separately sue any of the Aurobindo Defendants for the claims released in this Settlement.

17. If I object, and the Court grants Final Approval of the Settlement, can I still get a payment?

Yes, but only if you also submit a Claim Form as described in Question **8** above.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes, if you do not exclude yourself by opting out. The Court has appointed the following law firms to represent the Settlement Class.

Questions? Call 1-866-875-9644 or visit www.TPP.SartanMedicationSettlement.com

Third-Party Payor Class Counsel

- Jorge A. Mestre, Esq., Rivero Mestre LLP
- Gregory P. Hansel, Esq., Preti Flaherty Beliveau & Pachios, Chartered, LLP

You will not be charged directly for their services. Plaintiffs will apply to the Court for an award of reasonable attorneys' fees up to, but not to exceed, one-third of the total amount of the settlement fund, plus reasonable costs and expenses attributable to the Aurobindo Irbesartan economic loss litigation. Each party shall have the right of appeal to the extent the award is inconsistent with this Agreement. Attorneys' Fees and Expenses shall be in addition to any Representative Plaintiffs' Service Awards that may be awarded by the Court from the settlement fund.

19. Can I have my own lawyer?

If you do not exclude yourself, you do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense and have them appear on your behalf.

THE COURT PROCESS

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

The Court will hold the Final Approval Hearing at **TIME on Day, Month Date, Year at Courthouse**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the requested service awards for the Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement website, www.TPP.SartanMedicationSettlement.com.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in Question #15 and detailed in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

22. May I speak at the hearing?

Subject to the approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Attorneys' Fees, Expenses or Service Awards.

Questions? Call 1-866-875-9644 or visit www.TPP.SartanMedicationSettlement.com

If you intend to appear at the Final Fairness Hearing, you must file with the Clerk of the Court and serve upon all counsel designated in Question 15 above a notice of intention to appear at the Fairness Hearing by the objection deadline as specified in the Preliminary Approval Order. The notice of intention to appear must include copies of any papers, exhibits, or other evidence, and the identity of witnesses, that you or your counsel intends to present to the Court in connection with the Final Fairness Hearing.

GET MORE INFORMATION

23. How do I get more information?

For more information about the Settlement, including assistance in determining whether you qualify as a Class Member, please visit the Settlement Website www.TPP.SartanMedicationSettlement.com. You may contact the Settlement Notice Administrator by email at info@SartanMedicationSettlement.com, by phone at 1-866-875-9644 or by mail at:

Aurobindo Settlement Notice Administrator
P.O. Box 3376
Baton Rouge, LA 70821

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

Questions? Call 1-866-875-9644 or visit www.TPP.SartanMedicationSettlement.com

Exhibit J: Data Management Practices and Security Protocols

Data Management Practices and Security Protocols

Confidentiality is Paramount for Our Profession

Confidentiality is of the utmost importance to our client relationships. At EisnerAmper, we are committed to keeping client data secure, which is why we have designed engagement tools and policies to help ensure information security and privacy.

EisnerAmper employs professionals that maintain numerous information technology and data security certifications as well as a Service Organization Control (SOC) services team that has substantial experience in performing SOC engagements for service organizations in a variety of industries. Our SOC services team includes personnel with specialized internal control training and backgrounds. Our professionals have completed the AICPA’s SOC School and hold relevant industry certifications. Our professionals help ensure that service organizations receive the highest level of assurance over the effectiveness of their internal controls.



EisnerAmper professionals maintain the following certifications related to information technology, data security, internal controls, and compliance:

CISA (Certified Information Systems Auditor)	CIA (Certified Internal Auditor)
CISSP (Certified Info Systems Security Professional)	CITP (Certified Information Technology Professional)
CIPP/US (Certified Information Privacy Professional/United States)	CRISC (Certified in Risk & Information Systems Control)
CIPM (Certified Information Privacy Manager)	Certified HITRUST Practitioner
JNCIS (Juniper Networks Cert. Internet Specialist)	VCP5 (VMware Certified Professional v5)
RSA/CSE (Certified Security Engineer)	VCP6 (VMware Certified Professional v6)
Checkpoint Certified Security Admin	MCITP (Microsoft Certified IT Professional)
MCITP & MCSE - Messaging	MCSE (Microsoft Certified System Engineer)
CCSP (Cisco Certified Security Professional)	CCVP (Cisco Certified Voice Professional)
CCNA (Cisco Certified Network Associate)	CCNP (Cisco Certified Network Professional)
JNCIA (Juniper Networks Certified Associate)	CCDA (Cisco Certified Design Associate)

MCNE (Master Certified Novell Engineer)

BCFP (Brocade Fiber Channel Professional)

BCSD (Brocade Certified SAN Designer)

EnCE (Encase Certified Forensic Examiner)

DOSD (Dell On Site Diagnostics)

AccessData Certified Forensic Examiner

Our security processes follow industry accepted standards such as NIST, HITRUST, CIS Controls; any required elements from regulatory bodies/legislation such as AICPA, HIPAA, HITECH, FFIEC, CUNA, various state requirements; and vendor best practices (i.e. Microsoft, Cisco, VMWare, etc.) We apply the same requirements delivered through our client engagements to our internal processes. Our work product for client engagements have been reviewed, tested, and ultimately accepted by regulatory bodies and government entities such as OCR, FFIEC, and CUNA.

The EisnerAmper Team served as an expert in an Office for Civil Rights (OCR) investigation for a HIPAA breach at a large, national covered entity. OCR recognized the EisnerAmper Team as "HIPAA Experts" in their final report.

Overview of General Security Practices

Eisner Advisory Group LLC, EisnerAmper LLP and all applicable subsidiaries maintain their network environment with a managed data center provider with locations exclusively in the U.S. The environment is protected at the perimeter with:

- ▲ ***Next-generation firewalls***
- ▲ ***DMZ***
- ▲ ***24/7 Intrusion Detection & Prevention services***

On the interior, activities are monitored with:

- ▲ ***Web Application Firewalls***
- ▲ ***Inbound/outbound Internet and Email filtering***
- ▲ ***Data Loss Prevention***
- ▲ ***Endpoint Detection & Response systems on every endpoint and server***

System patching and vulnerability remediation are fully automated. All internal data is encrypted using TLS 1.3 in transit and multi-factor-authentication is used for authentication. EisnerAmper

employees receive mandatory Information Security and Social Engineering training on an annual basis.

Client Data Hosting & Security

We utilize data hosting and security services of DartPoints, who maintains certified data centers that adhere to the most rigid standards and meet compliance regulations like PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley.



DartPoints Operating Company, LLC. undergoes an annual System and Organizational Controls 2 (SOC 2), Type II exam covering the Security, Confidentiality, Availability, and Processing Integrity Trust Services Categories. EisnerAmper has reviewed the most recent independent auditor report and attest that the scope addressed the current SOC 2, Type II trust services criteria for the in scope categories and the audit opinion was unmodified ("clean" opinion), in all material respects. Based on EisnerAmper's ongoing vendor monitoring procedures, DartPoints SOC 2, Type II exams have consistently included an unmodified opinion.

Web Application Firewall (WAF)

EisnerAmper utilizes Cloudflare's Web Application Firewall (WAF) to provide robust protection of websites by leveraging advanced threat intelligence and machine learning. Cloudflare blocks the latest attacks, including zero-day exploits, by processing millions of HTTP requests per second. The WAF uses managed and custom rulesets to prevent common threats like SQL injection, cross-site scripting, and credential stuffing. Additionally, you can define challenges or block certain traffic based on the IP address's geographical location. With fast deployment and easy management, Cloudflare's WAF integrates seamlessly with the firm's other security measures.



Two-Factor Authentication

Our proprietary claims management applications utilize two-factor authentication provided by Duo Security (<https://duo.com>) for all system users. As described by Duo, *"two-factor authentication adds a second layer of security to your online accounts. Verifying your identity using a second factor (like your mobile phone or other mobile device) prevents anyone but you from logging in, even if they know your password."*



Mass Data Transmission Through Secure Web Portal

In our efforts to use technology to make our client relationships more effective and efficient, EisnerAmper can establish a secure web portal for data transfer on an as-needed basis. Simply put, a secure web portal is a password protected area on our servers that allows users to securely transfer and retrieve information. When transferring a large volume of documents, using a secure web portal is a more efficient practice than traditional methods.

Limited Access to Information and Data Encryption


EisnerAmper makes every reasonable effort to limit access to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request of information resources. Data is protected in transit using TLS 1.3. To further enhance the security of sensitive data at rest, EisnerAmper employs advanced techniques such as column-level encryption and symmetric key encryption. Column-level encryption allows specific columns within a database to be encrypted, ensuring that even if unauthorized access occurs, the sensitive data remains unreadable without the appropriate decryption keys. Symmetric key encryption, on the other hand, uses a single key to both encrypt and decrypt data, providing a fast and efficient method to secure sensitive information. This method ensures that only authorized parties with the correct key can access the data, adding an additional layer of security to protect personal identifiable information (PII), and other sensitive data.

Employee Security Protocols Training and Testing

All firm employees are required to complete annual security awareness training. This is a web-based interactive training using common traps, live demonstration videos, short tests and the new scenario-based Danger Zone exercises. The training specializes in making sure employees understand the importance of protecting information like PII and mechanisms of spam, phishing, spear phishing, malware, ransomware and social engineering, and are able to apply this knowledge in their day-to-day jobs.

Insurance and Limitations of Liability

EisnerAmper maintains insurance coverages appropriate for its size and industry, including cyber and professional liability insurance. More detailed information will be provided on request.



EisnerAmper standard contract language limits liability to the fees paid for the service of work product giving rise to liability. Such limitation does not apply where damages are judicially determined to have been caused by EA's gross negligence or willful misconduct.

Quality Control

Our claims administration teams include professionals trained and certified in, among others, the following areas: project management (PMP), accounting (CPA), internal controls and risk (CIA), information systems controls (CISA), fraud examination (CFE), information systems security (CISSP), and legal analysis (JD).

Our project initiation phase includes an identification of critical focus areas and implementation of a plan that covers the following key components of quality control in the context of claims administration service delivery.

Resource Consistency & Training: Because we maintain a large, diverse professional workforce, our team is scalable without the need for temporary employees for every major project. This organic scalability is important in terms of retained process knowledge as well as consistency of execution and deliverables.

Data Validation: EA implements proactive data validation measures into our online claims platform to minimize claim deficiencies, duplication, and anomalies that require dedication of resources and expenses throughout the claims process.

Segregation of Duties: Segregation of duties is important for risk mitigation and internal control – particularly in the accounting function for large fund projects. The diversity and scalability of our workforce would allow each high risk component of the claims life cycle to be performed by a team member that specializes in the relevant professional area (rather than a single project manager or assigned resource).

Technology & Software Analysis Tools: EA utilizes various software tools to assist in the execution of quality control procedures and identification of suspicious activity. Our systems include “fuzzy” matching logic which allows us to detect and address duplicate claim submissions. We also maintain service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to report our findings to the parties and Court as appropriate.

Internal Controls: For high risk projects and data sets, our team is able to utilize our Certified Internal Audit (CIA) and other control and risk advisory professionals to design data management and processing protocols that ensure proper internal controls are established.

Fraud, Waste, and Abuse Detection and Prevention

We believe that effective claims administration protocols include fraud detection and prevention but also include mechanisms that combat waste and abuse from legitimate, non-fraudulent sources. EA uses a variety of techniques to prevent and deter fraud as well as monitor areas that are at high risk for wasteful and abusive claims activity. The following sections outline various methods that we employ to fight fraud, waste, and abuse (FWA) in our claims programs.

Data Validation: One mechanism that helps prevent abuse of the claims process, particularly in a claims process that requires minimal documentation (or no claim support), is to implement a maximum number of “units” that can be claimed without supporting documentation. Enforcing a process in which “high volume” claims follow a particular protocol allows us to easily identify high risk claims and implement particular audit or verification procedures focused on that subset of claim submissions.

It may also be reasonable to establish claim filing rules that help proactively prevent duplicative claim submissions. For example, it may be reasonable to limit claims to one-per-user or one-per-household basis. In this situation, the online claims filing platform may be programmed to reject the submission of claims if a previous claim exists that includes the same attributes such as email address, mailing address, or other information such as serial/model number, etc.

Duplicate Claim Identification: Of course, data validation methods are effective only to the extent that the claim submission rules do not become a barrier to participation. Therefore, it is also necessary to utilize techniques to ensure that duplicate claims are identified after they are submitted.

To meet this need, EA utilizes technology that includes “fuzzy” matching logic which allows us to detect and address duplicate claim submissions by going beyond exact matches and analyzing claims that have similar characteristics across a number of fields. For example, we may compare claims that have a combination of 90% commonality amongst the claimant name and 95% match for mailing address (and vice versa). Using these techniques across different claimant attributes has allowed us to identify thousands of duplicative claims that otherwise do not appear suspicious.

Data Analytics: Another method that helps to identify potential FWA activity is the use of data analysis. Our business intelligence professionals utilize custom reporting to identify anomalies in large claims datasets and assess those outliers. We utilize exception reporting to capture scenarios that exist within the data (but should not reasonably be possible) so that we can take appropriate corrective action as needed.

Research Tools: EA maintains service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to either confirm the legitimacy

of claim information or document findings so that we can report to the parties and Court as appropriate.

The following examples illustrate our experiencing in employing fraud detection and prevention tools and processes in the class action settlement environment:

CRT Antitrust Litigation

EA helped establish various thresholds for claims audit procedures as well as executed many different claims analysis processes to identify high risk or suspicious claims activity.

To date, EA's efforts have resulted in a recovery of over \$100 Million in settlement fund value. We have achieved significant results related to (a) ineligible claim withdrawals, (b) duplicate claim identification, (c) adjustments resulting from completed claim audits, and (d) FWA procedures. The value of the recovery is determined by the total per-unit dollar value increase of all units which remain in the settlement program as a result of the claims review process.

Deepwater Horizon Economic Claims Center (DHECC)

EA provided personnel to help create the fraud, waste and abuse (FWA) team for this program. This team managed and oversaw the investigative review process of potentially fraudulent Business Economic Loss and Seafood claims.

Engineering the Process – EA created the investigative work plans, consistency guidelines and a quality checklist to drive uniformity of each investigation. The guidelines documented standard language, management decisions, investigation requirements, scope and best practices.

Predictive Analysis (Statistical Analysis Software, or SAS) – Our analysts recommended data points and metrics for predictive modeling and anomaly detection within the data analytics software used to automate the way in which potentially fraudulent claims were identified. Our team tested the weighted business rules used to score claims based on where they fell on a spectrum, which allowed for the prioritization of claims with a higher likelihood of fraud.

Investigation & Reporting – EA's FWA team performed a thorough investigation of the financial records for claims identified by SAS in addition to internal and external referrals as having indicia of fraud. Investigations included review of documentation germane to claim, identification and investigation of red flags, and outreach to claimants or third parties, as necessary. The fraud team created a summary of fraud findings for each claim utilizing analysis and state and federal databases. Analysts prepared detailed court documents for appeals panelists in the event claimants appealed the initial findings, and circulated internal reports of possible organized fraud schemes.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: VALSARTAN, LOSARTAN, AND IRBESARTAN PRODUCTS LIABILITY LITIGATION	MDL No. 2875 CIVIL NO. 19-2875 (RMB) Hon. Renée M. Bumb [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF AUROBINDO IRBESARTAN ECONOMIC LOSS CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION OF

WHEREAS, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs MSP Recovery Claims, Series LLC (“TPP Plaintiff”) and Plaintiff Jacqueline Harris (“Consumer Plaintiff”) (collectively, “Plaintiffs” or “Representative Plaintiffs”), individually and as representatives of the Class, and Aurobindo Pharma Ltd., Aurobindo Pharma USA, Inc. and Aurolife Pharma LLC (defined herein to include their predecessors, successors, subsidiaries, and affiliates, and each of their past, present, and future direct or indirect parent companies, subsidiaries, divisions, affiliates, and joint ventures, and each of their present and former officers, directors, employees, stockholders, partners, owners, and insurers) (“Aurobindo Defendants”) (Plaintiffs and the Aurobindo Defendants are collectively referred to as the “Parties”) seek entry of an order preliminarily approving the

settlement of this economic loss class action pursuant to the Settlement Agreement fully executed on July 7, 2025 (the “Settlement Agreement” or “Agreement”), which sets forth the terms and conditions for a proposed Settlement of the Action and dismissal of the Action with prejudice; and

WHEREAS, the Court having read and considered the Agreement, and Plaintiffs’ Unopposed Motion for Preliminary Approval, Plaintiffs’ motion is GRANTED.

IT IS HEREBY ORDERED as follows:

1. This Order incorporates by reference the definitions in the Agreement, and all terms used in this Order shall have the same meanings as set forth in the Agreement.

2. This Court has jurisdiction over this litigation, Plaintiffs, all Settlement Class Members, Aurobindo Defendants, and any party to any agreement that is part of or related to the Settlement.

3. The Settlement is the product of non-collusive arm’s-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the Action, including through discovery and motion practice, and whose negotiations were supervised by an experienced mediator. The Settlement confers substantial benefits upon the Settlement Class and avoids the costs, uncertainty, delays, and other risks associated with continued litigation, trial,

and/or appeal. The Settlement falls within the range of possible recovery, compares favorably with the potential recovery when balanced against the risks of continued litigation, does not grant preferential treatment to Plaintiffs, their counsel, or any subgroup of the Settlement Class, and has no obvious deficiencies.

4. The Court preliminarily approves the Settlement as being fair, reasonable, and adequate, and finds that it otherwise meets the criteria for approval, subject to further consideration at the Final Approval Hearing described below, and warrants issuance of notice to the Settlement Class.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds, upon preliminary evaluation and for purposes of Settlement only, that it will likely be able to certify the Settlement Class as follows:

All individuals and third-party payors (“TPPs”) in the United States and its territories and possessions who from January 1, 2016 to the present, paid any amount of money for retail purchases of irbesartan finished drug formulations manufactured utilizing Aurobindo irbesartan API that was manufactured using Aurobindo’s IC Route of Synthesis (“IC ROS Irbesartan”).

This encompasses all claims for economic loss advanced, or that could have been advanced, by the class representatives, on behalf of any and all Settlement Class members, related to the sale of IC ROS Irbesartan, including, but not limited to, all claims relating to IC ROS Irbesartan against the Aurobindo Defendants and downstream manufacturers, suppliers, wholesalers, distributors, retailers, and/or

pharmacies. This Class does not encompass any claims (1) for medical monitoring related to the purchase or use of IC ROS Irbesartan, which claims are being settled simultaneously with the economic loss settlement, are addressed separately, and are expressly excluded from this Order, (2) for personal injury, which claims are being settled simultaneously with the economic loss settlement, or (3) related to the purchase or use of Aurobindo valsartan.

6. Persons excluded from the Class are:

- (a) Any judge or magistrate presiding over this action, and the members of their families;
- (b) The Aurobindo Defendants and affiliated entities and their officers and directors;
- (c) The Aurobindo Defendants' counsel of record, assigns, and successors;
- (d) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans;
- (e) Pharmacy Benefit Managers ("PBMs");
- (f) Plaintiffs' counsel of record, assigns, and successors; and
- (g) All persons or entities who properly execute and file a timely request for exclusion from any Court-approved class.

7. The Court preliminarily finds that the Settlement is likely to receive final approval and the Settlement Class will likely be certified. The Court concludes that the Settlement Class satisfies the requirements of Rule 23(a) and (b)(3): (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the

Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints consumer class counsel John R. Davis, Esq., Slack Davis Sanger LLP, Ruben Honik, Esq., Honik Law, and Conlee S. Whiteley, Esq., Kanner & Whiteley, LLP, and TPP class counsel Gregory P. Hansel, Esq., Preti Flaherty Beliveau & Pachios, Chartered, LLP and Jorge A. Mestre, Esq., Rivero Mestre LLP, as Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are satisfied by this appointment.

9. The Court hereby appoints TPP and Consumer Plaintiffs to serve as Class Representatives on behalf of the Settlement Class.

10. The Court approves the form and content of the Class Notice. The Court finds that the emailing, texting, and mailing of the Class Notice, supplemented by publication notice, substantially in the manner and form described in the Notice Plan provided to the Court, satisfies due process. The foregoing is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Settlement Class Members entitled to such Class Notice.

a. Within 60 days after entry of the Preliminary Approval Order, the Settlement Notice Administrator shall cause the Notice to be disseminated to Settlement Class Members in the form and manner set forth in the Agreement. The Court authorizes the Parties to make non-material modifications to the Class Notice prior to publication if they jointly agree that any such changes are necessary and reasonable under the circumstances;

b. Prior to Notice being disseminated, the Settlement Administrator shall also set up a dedicated website that will include the notice, claim form, Settlement Agreement, and other relevant materials;

c. No later than ten (10) days before the Fairness Hearing, the Settlement Notice Administrator shall file with the Court an affidavit setting forth the details of the notice provided pursuant to this Order and the Settlement Agreement.

11. The Claim Form is approved for dissemination to the Settlement Class Members, subject to any non-material changes to which the Parties may agree.

12. The Court hereby appoints EAG Gulf Coast, LLC to serve as the Settlement Notice Administrator to supervise and administer the notice procedures, administer the claims processes, distribute payments according to the processes and criteria set forth in the Settlement Agreement, and perform any other duties of Settlement Notice administration that are reasonably necessary or provided for in

the Settlement Agreement, and approves the appointment of Western Alliance Bank to maintain the Qualified Settlement Fund (“QSF”) with EAG to serve as the QSF administrator.

13. If Settlement Class Members do not wish to participate in the Settlement Class, Settlement Class Members may exclude themselves by filling out and returning the Request for Exclusion. All requests by Settlement Class Members to be excluded from the Settlement Class must be submitted in writing either online through the Settlement website, or mailed substantially in the form provided on the Settlement website, to the Settlement Administrator at the address specified in the Notice by the date specified herein and recited in the Notice. The Settlement Administrator shall report the names and addresses of all such persons and entities requesting exclusion to the Court and Class Counsel at least twenty (20) days prior to the Final Hearing, and the list of persons and entities deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

14. If a Settlement Class Member wishes to be excluded from the Settlement Class, to be effective, the Settlement Class Member’s written Request for Exclusion must be submitted on the settlement website or sent to the specified address and:

- a. for consumers, the Settlement Class Member’s full

name, current address and telephone number, and if possible, identification of the at-issue Aurobindo irbesartan purchased by the Settlement Class Member but this will not be a condition for exclusion;

b. for TPP's, (i) the Settlement Class Member's full name, (ii) current address and telephone number, (iii) the identification of the Aurobindo Irbesartan purchased by the Settlement Class Member, (iv) the amount of Aurobindo Irbesartan purchased by the Settlement Class Member, (v) the price paid for the Aurobindo Irbesartan and the date(s) of purchase, and (vi) whether the TPP has a filed case and providing the state and docket number if so, and if not, whether the TPP presently intends to file a case in the future, but item (vi) will not be a condition for exclusion;

c. specifically, and unambiguously state in writing his or her desire to be excluded from the Settlement Class and election to be excluded from any judgment entered pursuant to the Settlement.

15. No Request for Exclusion will be valid unless all of the required information described above is included. All Settlement Class Members who exclude themselves from the Settlement Class will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Defendants.

16. Any Settlement Class Member who has not previously submitted a Request for Exclusion in accordance with the terms of this Agreement may appear at the Final Approval Hearing to object and argue that the proposed Settlement should not be approved. However, in order to be heard at the Final Approval Hearing, the Settlement Class Member must make an objection in writing and file it, along with a notice of intention to appear at the Fairness Hearing (“Notice of Intention to Appear”), with the Court within sixty (60) days after the date of the mailing of Notice to Settlement Class Members, in accordance with the requirements set forth in the Agreement.

17. To state a valid objection to the Settlement, an objecting Settlement Class Member must include with their objection: (a) the objector’s full name, current address, and telephone number; (b) the identification of the at issue IC ROS Irbesartan purchased by the objector, including the amount of IC ROS Irbesartan the objector claims to have purchased, the date(s) of purchase, and the documentation necessary to establish these elements if required by the Claims Administrator; (c) a written statement that the objector has reviewed the Settlement Class definition and represents in good faith that he or she is a Settlement Class Member; (d) a written statement of all grounds for the objection accompanied by any legal support for such objection sufficient to enable the Parties to understand and respond to those specific objections; (e) copies of any papers, briefs, or other documents upon which the

objection is based and which are pertinent to the objection; (f) a list of all other objections submitted by the objector and/or the objector's counsel to any class action settlements submitted in any state or federal court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number (if the Settlement Class Member or his, her, or its counsel has not objected to any other class action settlement in the United States in the previous five (5) years, he or she shall affirmatively so state in the objection). Objections should be filed via the Court's electronic filing system, and if not filed via the Court's electronic system, must be mailed, postmarked by the date specified herein, to the Court and also served by First-Class Mail upon:

Clerk of the Court
United States District Court
District of New Jersey
Mitchell H. Cohen Building & U.S. Courthouse
4th & Cooper Streets
Camden, New Jersey 08101

Class Counsel for Consumer Class:

John R. Davis
Slack Davis Sanger, LLP
6001 Bold Ruler Way #100
Austin, TX 78746

Ruben Honik
Honik Law
1515 Market Street, Ste. 110
Philadelphia, PA, 19102

Conlee S. Whiteley
Kanner & Whiteley, LLC
701 Camp Street
New Orleans, LA 70130

Class Counsel for TPP Class:

Gregory P. Hansel
Preti Flaherty Beliveau & Pachios, Chartered, LLP
P.O. Box 9546
One City Center
Portland, ME 04112-9546

Jorge A. Mestre
Rivero Mestre LLP
2525 Ponce De Leon Blvd. Ste. 1000
Miami, FL 33134

18. Any Settlement Class Member who does not make his or her objections in the manner provided herein shall be deemed to have waived such objections and shall forever be foreclosed from making any objections to the fairness, reasonableness, or adequacy of the proposed Settlement and the judgment approving the Settlement.

19. Objections and Requests for Exclusion shall be permitted on an individual basis only. Any purported “class-wide” objections or opt-outs will be construed as being submitted only on behalf of the person (defined herein to include a TPP entity) who actually submitted the request for exclusion or objection.

20. The Final Fairness Hearing shall be held on or immediately after one hundred and sixty (160) days following this Order Preliminarily Approving

Settlement. The Court hereby schedules the Final Approval Hearing for _____, at _____ a.m./p.m. in Courtroom ____ of the United States District Court for the District of New Jersey, Camden Division, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101, to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate, whether a judgment should be entered approving such Settlement, and whether Plaintiffs' application for attorneys' fees and expenses, which shall then be allocated to all Plaintiffs' counsel via a common benefit allocation, and for service awards to the class representatives, should be approved. The Court may adjourn and reschedule the Final Approval Hearing without further notice to Settlement Class Members.

21. Plaintiffs' application for an award of attorneys' fees, expenses, and costs and for service awards will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any appeal from any order relating solely to Class Counsel's application for an award of attorneys' fees, costs, and expenses, and/or to Class Counsel's application for service awards, or any reversal or modification of any such order, shall not operate to terminate or cancel the Settlement or to affect or delay the finality of a judgment approving the Settlement.

22. Papers in support of final approval of the Settlement and Plaintiffs' application for attorneys' fees, expenses, and costs and for service awards shall be

filed no later than thirty (30) days prior to the Final Fairness Hearing and twenty (20) days prior to the objection and exclusion deadline, respectively.

23. Settlement Class Members shall have until sixty (60) days to submit claim forms. Claim forms must be postmarked by that date to be considered timely.

24. If the Settlement fails to become effective in accordance with its terms, or if the Final Order and Judgment is not entered or is reversed or vacated on appeal, this Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

25. The fact and terms of this Order or the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order or the Settlement, and any act performed or document signed in connection with this Order or the Settlement, shall not, in this or any other Court, administrative agency, arbitration forum, or other tribunal, constitute an admission or evidence, or be deemed to create any inference, (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of the Aurobindo Defendants to Plaintiffs, the Settlement Class, or anyone else, (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Action, (iv) of any damages or absence of damages suffered by Plaintiffs, the Settlement Class, or anyone else, or (v) that any benefits obtained by the Settlement Class under the Settlement represent the amount that

could or would have been recovered from the Aurobindo Defendants in this Action if it were not settled at this time. The fact and terms of this Order or the Settlement, and all negotiations, discussions, drafts, and proceedings associated with this Order or the Settlement, including the judgment and the release of the Released Claims provided for in the Settlement Agreement, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the terms of this Order, the Final Order and Judgment, and/or the Settlement.

26. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

27. Pending further order of the Court, all litigation activity and events involving economic loss claims against any and all defendants arising from the sale of IC ROS Irbesartan, including the Aurobindo Defendants, except those contemplated by this Order or in the Settlement Agreement, are hereby STAYED.

IT IS SO ORDERED on this _____ day of _____, 2025.

HONORABLE RENÉE M. BUMB
UNITED STATES DISTRICT JUDGE