

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

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

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**PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF  
PROPOSED VALSARTAN ECONOMIC LOSS CLASS ACTION  
SETTLEMENT WITH  
THE HETERO DEFENDANTS, CONDITIONAL CERTIFICATION OF  
SETTLEMENT CLASS AND TO DIRECT CLASS NOTICE**

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**PLEASE TAKE NOTICE** that Plaintiffs MSP Recovery Claims, Series LLC (“MSPRC”) and Maine Automobile Dealers Insurance Trust (“MADA”) (“TPP Plaintiffs”) and Plaintiffs Leland Gildner, Veronica Longwell, Peter O’Brien, Mark Hays, and James Childs (“Consumer Plaintiffs”), (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, who hereby file this unopposed motion for preliminary approval of a class action settlement with Defendants Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (collectively,

“Hetero” or “Hetero Defendants”). The bases for this motion are set forth in the accompanying memorandum of law, the supporting joint declaration and exhibits thereto, and two proposed orders.

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: June 27, 2025

Respectfully submitted,

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behalf of MDL Plaintiffs’ Executive  
Committee and MDL Plaintiffs’  
Steering Committee***

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on June 27, 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/ Adam M. Slater

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

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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF  
MOTION FOR PRELIMINARY APPROVAL OF PROPOSED  
VALSARTAN ECONOMIC LOSS CLASS ACTION SETTLEMENT  
WITH THE HETERO DEFENDANTS, CONDITIONAL  
CERTIFICATION OF SETTLEMENT CLASS, AND TO DIRECT CLASS  
NOTICE**

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## **I. INTRODUCTION**

Plaintiffs MSP Recovery Claims, Series LLC (“MSPRC”) and Maine Automobile Dealers Insurance Trust (“MADA”) (“TPP Plaintiffs”) and Plaintiffs Leland Gildner, Veronica Longwell, Peter O’Brien, Mark Hays, and James Childs (“Consumer Plaintiffs”), (collectively “Plaintiffs” or “Representative Plaintiffs”), individually and as representatives of the Hetero Valsartan Economic Loss Settlement Class (as defined below), (all together referenced as the “Settlement Class Members”) brought this class action against Defendants Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (collectively, “Hetero” or “Hetero Defendants” 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 Hetero Valsartan contaminated with nitrosamines including NDMA. The Court certified the class. (Dkt. Nos. [2261](#), [2262](#)). Hetero denies Plaintiffs’ allegations and all alleged wrongdoing.

Plaintiffs have reached a settlement with the Hetero Defendants that provides significant remedies to Settlement Class Members<sup>1</sup> 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 and executed a Settlement Agreement (“Settlement”) that provides Class Members with a range of benefits, including reimbursement for the amounts paid for the at-issue Hetero Valsartan, and payment of the costs of notice and administration of this class action Settlement. Because the Settlement provides substantial benefits to Settlement Class Members, Plaintiffs respectfully request the Court grant Plaintiffs’ Unopposed Motion for Preliminary Approval of the Class Action Settlement, conditionally certifying the class, and to direct notice under Federal Rule of Civil Procedure 23(e). The parties also request a preliminary approval hearing be set on or before July 31, 2025.

Granting this motion will allow the parties to proceed with the notice plan provided for in conjunction with the Settlement and proceed to a fairness hearing, final approval, if appropriate, and settlement claims administration. For all the reasons set forth below, the parties’ Settlement should be preliminarily approved.

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<sup>1</sup> Unless otherwise indicated, capitalized terms have the meaning defined in the Settlement Agreement (cited as “SA”) attached to the Joint Declaration for Hetero Economic Loss Preliminary Approval Motion (“Joint Decl.”) as Exhibit 1.

## **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 Hetero's Valsartan API and finished dose with probable human carcinogen nitrosamine impurities, including N-nitrosodimethylamine ("NDMA"), the scientific literature regarding the genotoxicity and probable human carcinogenicity of NDMA, 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 valsartan, 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, the U.S. Pharmacopeia and Orange Book, as well as the controlling regulations, the application of current good manufacturing practices ("cGMP") in the manufacture of the at-issue Hetero Valsartan API and finished dose, the scientific knowledge and literature at issue, the health and safety risks posed by the NDMA impurities, the distribution and sale channels of the Valsartan 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.

The investigation and litigation included but was not limited to the production, review, and analysis of more than one million pages of documents produced by the Hetero 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 distribution and sales data. Plaintiffs served extensive document discovery requests on Hetero (*see e.g.*, [Dkt. No. 328](#)), and Plaintiffs' counsel identified document custodians and deposed at least nine (9) corporate representatives primarily based in India.

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 expert discovery; *Daubert* briefing and argument; class certification briefing and related expert discovery; and numerous conferences and arguments overseen by the Court. *See* Joint Decl., ¶ 5).

The Representative Plaintiffs are individuals and third-party payors who paid for the purchase of Hetero Valsartan, known as Process III Valsartan. Plaintiffs contend that the at-issue Valsartan was economically worthless due to the adulteration of Hetero's at-issue Valsartan based on violations of cGMPs in the manufacturing process, resulting in contamination with NDMA, and sought economic damages for consumers and TPPs including but not limited to the full

amounts paid for the at-issue Hetero Valsartan based on its economic worthlessness. (See generally [Dkt. No. 1708](#) (Third Amended Consolidated Economic Loss Class Action Complaint)).

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.* at ¶¶ 619-818).

Hetero denied and continues to deny Plaintiffs' asserted claims.

Plaintiffs also prepared an extensive and detailed motion for class certification that sought class certification against Defendants including Hetero. As part of that effort, Plaintiffs' counsel tendered expert reports on liability, damages, and other class certification related issues, and submitted hundreds of pages of briefing in support of the Motion, along with two hundred (200) exhibits that detailed Defendants' conduct and sought to establish the Rule 23 criteria including as to Hetero. (Dkt. Nos. [1747](#), [1749](#), [2058](#), [2059](#)). The Court granted Plaintiffs' Motion for Class Certification including as to Hetero by Order dated February 8, 2023. (Dkt. Nos. [2261](#), [2262](#)).

## **B. History of the Litigation**

The litigation against Hetero commenced on or about November 7, 2018, with the filing of the first class action complaint seeking in part economic loss damages from Hetero attributable to its sale of Hetero Process III Valsartan. *See Longwell et*

*al. v. Camber Pharm., Inc. et al.*, No. 1:2018cv12339 (D. Mass. filed Nov. 7, 2018). This and other cases, collectively including consumer and TPP cases, were coordinated in an MDL assigned by the JPML to the Hon. Robert Kugler, U.S.D.J., of the United States District Court for the District of Jersey. The current operative pleading in this proceeding is the Third Amended Consolidated Economic Loss Class Action Complaint. (Dkt. No. [1708](#)). In early 2024, Judge Kugler announced his retirement, and the MDL was re-assigned by the JPML to the Hon. Renée Marie Bumb, U.S.D.J., Chief Judge of the United States District Court for the District of New Jersey.

After the litigation was consolidated into an MDL, the Hetero Defendants joined their co-Defendants in the filing of an extensive motion to dismiss all claims including the claims for economic loss damages from Hetero attributable to its sale of Hetero Process III Valsartan. Plaintiffs prepared extensive responsive briefing, and largely prevailed in opposing the motion to dismiss. (*See* Dkt. Nos. [675](#), [728](#), [775](#), [818](#), [838](#), [1019](#)).

The MDL litigation moved forward, and the Parties engaged in extensive discovery exchanges. Plaintiffs served over 100 document requests on Hetero, and received the production of extensive discovery including ESI such as emails, and paper documents, regulatory filings and communications, internal corporate documents, regulatory documents and standards, testing documents, documents

relating to the recalls, root cause analyses, and sales and pricing data. ([Dkt. No. 328](#)). Plaintiffs evaluated Hetero privilege logs and similarly argued numerous discovery disputes and motions at regularly scheduled discovery hearings before Magistrate Judge Schneider and Special Master Judge Vanaskie, who was appointed following Judge Schneider's retirement from the bench.

Plaintiffs took nine (9) Rule 30(b)(6) depositions of Hetero corporate representatives and defended depositions of the five (5) consumer and two (2) TPP Representative Plaintiffs as well as participating in related depositions of third-party assignors and a third-party administrator. These depositions, in particular the depositions of the corporate witnesses, required extensive preparation and were conducted via Zoom as the witnesses were based for the most part in India. Plaintiffs also submitted extensive expert reports regarding general causation, defended and took general causation expert depositions, prepared and submitted related *Daubert* briefing, and presented argument at a *Daubert* hearing.

On November 10, 2021, the Consumer Plaintiffs and Consumer Class Counsel filed a 110-page motion for class certification that included two hundred (200) exhibits including expert reports in support of class certification on points relating to liability and damages issues, ascertainability, and other Rule 23 criteria. The TPP Plaintiffs and TPP Class Counsel submitted an additional thirty (30) pages of briefing. (Dkt. Nos. [1747](#), [1749](#)). Consumer Plaintiffs and Consumer Class Counsel

also filed a forty (40) page Reply on May 10, 2022, along with seventy-eight (78) additional exhibits and supplemental expert reports, and TPP Class Counsel submitted an additional twenty-eight (28) pages of Reply briefing. (Dkt. Nos. [2058](#), [2059](#)). Throughout the class certification briefing process, Plaintiffs defended their class certification experts' depositions and took over a dozen depositions of the experts tendered both jointly and individually by Defendants. Finally, after the Court granted class certification, 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.*, No. 23-8005, [Dkt. No. 60](#) (3d Cir. May 1 2023). (*See* Joint Decl. at ¶ 9).

### **C. The Parties' Settlement Negotiations**

Plaintiffs' Counsel engaged in lengthy, arms-length negotiations with Hetero to arrive at this settlement. The negotiations occurred both directly and via a mediation process presided over by the Hon. Joel Schneider (retired), and Judge Kugler, until reaching agreement on the material terms on or about June 5, 2023, and then during ongoing negotiations to clarify certain settlement terms, culminating in the signing of a Term Sheet on January 25, 2024. Since then, Plaintiffs' Counsel and Hetero's Counsel have worked to finalize the Settlement Agreement and to prepare this Motion for Preliminary Approval and accompanying documents. These negotiations were prolonged and difficult, and the Parties left no stone unturned in

evaluating and working to agree on all of the material terms. (*See* Joint Decl. at ¶ 10). 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. (*Id.*, at ¶ 11).

**D. The Settlement Class**

The Hetero Valsartan Economic Loss Settlement Class is defined as follows:

All individuals and third-party payors in the United States and its territories and possessions who paid any amount of money for retail purchases of valsartan finished drug formulations manufactured utilizing Hetero Process III Valsartan API (the “Process III Valsartan”) from May 1, 2018 to July 31, 2018.

Persons excluded from the Class are: (a) Hetero Defendants and affiliated entities and their employees, officers, directors, and agents; (b) Hetero Defendants’ assigns, and successors; (c) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (d) Pharmacy Benefit Managers (“PBMs”); (e) Any judge or magistrate presiding over this action, and members of their families; (f) Plaintiffs’ counsel of record; (g) Any personal injury plaintiff or claimant; and, (h) All persons 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 submitted Settlement Class. This Class does not encompass any claims for medical monitoring or personal injury related to purchase or use of Hetero Process III Valsartan, and does not affect those

claims in any way, nor does it encompass or affect any economic loss claims with regard to Hetero Losartan, which claims are expressly excluded. (*Id.* at ¶ 12).

**E. Relief Benefiting the Class in the Proposed Settlement**

The Hetero Defendants have agreed to pay \$11,365,489.80 to the Settlement Class (“Settlement Fund”), which amount was established based on the total quantity of Process III Valsartan pills sold in the United States at the retail level, 5,412,138 pills (the number of Process III Valsartan pills shipped by Camber to any United States retailer or entity for the purpose of facilitating retail sales in the United States, less any Process III Valsartan pills that were confirmed to have been returned to Hetero and not sold to consumers at any time). (SA at p. 9). The Parties engaged in confirmatory discovery during the negotiations, which was also informed and supported by Hetero’s internal data and pharmacy data provided by an independent service. 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:

For Consumers: Consumer members of the Settlement Class shall submit claim forms documenting their purchases of Hetero Process III Valsartan 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 \$40 for each 30-day supply purchased and no more than a total of \$120 per Consumer. However, a Consumer member of the class who can sufficiently document through receipts or pharmacy records, a claim in excess of \$120 paid in full by that Consumer, may receive a payment in excess of \$120. Total payments to Consumers will be capped at 40% of the net Hetero 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 it will not exceed 40% of the Fund.

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 Hetero Process III Valsartan 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 member of the class (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.

The Hetero Defendants will also be solely responsible to fund all costs of settlement notice and administration, which shall be paid separate from and in addition to the Settlement Fund. (*See* Joint Decl. at ¶ 14). The current estimated cost of settlement notice and administration attributable to the Hetero Defendants is \$519,972. (*See* Joint Decl. at ¶ 15).

**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 Hetero Valsartan economic loss litigation. Plaintiffs will also seek approval of \$5000 per Consumer class representative for service awards and \$15,000 for each of the two TPP class representatives, MSP and MADA for their participation in information gathering, discovery and depositions on behalf of the class. Each party shall have the right of appeal to the extent the award is inconsistent with this Agreement. Attorneys’ Fees and Expenses shall be separate from, and in addition to the Representative Plaintiffs’ Service Awards. (*See* Joint Decl. at ¶ 16-17).

**G. Notice to Settlement Class Members**

The Settlement Agreement contemplates a comprehensive notice plan, to be paid for by the Hetero Defendants and overseen by the experienced Settlement Administrator: EAG Gulf Coast, LLC (“EAG”), who also administered the previous

class notice given when the litigation class was certified.<sup>2</sup> (*See generally* Declaration of Brandon Schwartz, including all proposed forms of class notice, Exhibit 2 to Joint Decl.). 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. (*See* Joint Decl. at ¶ 18). Hetero is not responsible for fees and expenses incurred by Class Counsel to the extent they participate in or oversee the Settlement Administrator.

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

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<sup>2</sup> The Court has 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).

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. (*See* Joint Decl. at ¶ 19).

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. The Hetero Defendants will pay the costs of Notice and Settlement Administration, and will timely provide notice of the settlement to the appropriate state and federal officials, as required by the Class Action Fairness Act, 28 U.S.C. § 1715. (*See* Joint Decl. at ¶ 20).

Finally, 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. (*See* Joint Decl. at ¶ 21).

## **H. Release of Liability**

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 Hetero valsartan brought by Plaintiffs. (“the Released Claims”). *See Grimes v. Vitalink Commc’ns Corp.*, 17 F.3d 1553, 1563 (3d Cir. 1994). No defendants other than the Hetero Defendants are parties to or addressed, impacted or released by this Agreement, and no other claims or actions are the subject of this Agreement. All claims for economic loss related to Hetero losartan, claims for medical monitoring related to Hetero valsartan and losartan (the subject of a separate agreement), and all claims for personal injury related to Hetero valsartan and losartan (the subject of separate agreements) 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. (*See* Joint Decl. at ¶ 22).

## **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.*, No. 18 17334(RBK/JS), 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. 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 198 (emphasis added) (citations omitted).

In addition, “a settlement agreement is entitled to a presumption of fairness when it resulted from arm’s length negotiations between experienced counsel.” *Hunter v. M-B Cos., Inc.*, No. 19-CV-04838, 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.*, No. 16-cv-2229, 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.3d 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.*, No. 12-2714, 2016 WL 312108, at \*8 (E.D. Pa. Jan. 25, 2016) (quoting *Hall v. AT&T Mobility LLC*, No. 07-5325, 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 approximating 68% 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 schedule a preliminary approval hearing, and enter the proposed order, which will: (i) grant preliminary approval of the proposed settlement; (ii) find that the Settlement Class is likely to be certified pursuant to Federal Rule of Civil Procedure 23(b)(3) and

conditionally certify the class; (iii) direct adequate notice be given consistent with the Notice Plan; and, (iv) schedule a final approval hearing to consider 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.*, No. 17- 2583(RBK/AMD), 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.*, No. CIV. 09-3905 RMB JS, 2011 WL 65912, at \*2 (D.N.J. Jan. 10, 2011).

The settlement here is the result of extensive, arms’-length negotiations that extended over the course of approximately two years between experienced counsel, who believe the settlement is in the best interests of their respective clients. (*See* Joint Decl. ¶ 23). The settlement is well supported and will eliminate the uncertainties and risks to the Parties from proceeding further in the litigation. Thus, preliminary approval should be granted. Indeed, the class recovery represents a recoupment of approximately 68% of the potential compensatory damages, which is

an outstanding result when accounting for litigation risk, and the substantial complexities and expense 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.<sup>3</sup> 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.

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<sup>3</sup> 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 4894568; *Smith v. Merck & Co.*, Civil Action No. 13-2970, 2019 WL 3281609 (July 19, 2019). 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.*, 2:10-cv-05135, 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.

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

The court evaluates a class settlement “against the realistic, rather than theoretical potential for recovery after trial.” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 323 (3d Cir. 2011) (en banc). In conducting this 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 exchange for certainty and resolution.” *In re GMC Truck Fuel Tank Prods. Litig.*, 55 F.3d 768, 806 (3d Cir. 1995); *see also In re: Shop-Vac Mktg. & Sales Practices Litig.*, No. 4:12-MD-2380, 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.<sup>4</sup>

This Settlement affords significant relief to Class Members. The economic loss relief provided in the Settlement is intended to include reimbursement to the Settlement Class of a significant portion of the amounts paid for the at-issue valsartan, based on a count of the number of contaminated pills sold from May-July, 2018 (the only time period when the contaminated at-issue pills were sold).

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<sup>4</sup> The reaction of the class cannot be evaluated until after notice is issued to the Class Members.

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 Settlement Class Members involve numerous complex factual, legal and technical issues. Continued litigation would be time consuming and expensive, with no certainty of a favorable outcome at trial. The Settlement 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 extensive discovery for years, including production and review of over a million pages of documents, and 30(b)(6) depositions of nine (9) current and former employees of the Hetero Defendants spanning every subject relevant to proving the claims, as well as exchange of numerous expert reports, conduct of expert depositions, *Daubert* briefing and arguments, and significant additional extensive litigation work, as well as confirmatory discovery during over two years of arms-length negotiations.

The fourth, fifth, and sixth factors consider the risk of continued litigation.<sup>5</sup> If the parties had been unable to resolve this case through the Settlement, the litigation would likely have been even more protracted and costly. Trial and post-trial activity would last several more years. The benefits achieved in the settlement outweigh the risks of continued litigation.

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 approximately 68% of what Plaintiffs estimate to have 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*, 521 U.S. 591, 620 (1997); *see also Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th

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<sup>5</sup> 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).

Cir. 1998); *Udeen*, 2019 WL 4894568, at \*4.<sup>6</sup> “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, and as already recognized by this Court in its Order granting class certification ([Dkt. No. 2261](#)), 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

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<sup>6</sup> The Hetero Defendants have agreed to certification of the Settlement Class for settlement purposes.

F.3d 220, 226-227 (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 Prod. 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 this case, there are common questions of law and fact, including the common source and cause of the creation of the NDMA in the manufacturing process and resulting “contamination of the ingested VCDs;” whether class members “paid in whole or in part for their or 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 alleged contamination, were worth less than the price paid for / reimbursed...class members.” *In re Valsartan*, 2023 WL 1818922, at \*8, \*21. Commonality is, therefore, satisfied.

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

Rule 23(a)(3)’s typicality requirement is also met because the claims of all Class Members, including the Class Representatives, arise out of the same alleged conduct involving the Hetero Defendants’ manufacture and sale of Valsartan, a generic hypertensive medicine allegedly contaminated with probable 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.*, No. 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, all of 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 Plaintiff recognizes and accepts their responsibilities as a class representative, 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. (*see*, Joint Decl. at ¶ 24). The Court has already found Class Counsel to be highly qualified, and other MDL leadership counsel who were

involved in the work underlying 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 benefits offered through the settlement, Plaintiffs respectfully submit that the adequacy requirement is satisfied.

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

Plaintiffs seek to certify the Settlement Class under Rule 23(b)(3), which has two components: predominance and superiority. In making these assessments, the Court may consider that the class will be certified for settlement after previously certifying the class for trial and all other purposes, and 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 Settlement Class Members. If the case were to proceed, the ultimate issues would center on the Hetero Defendants’ common course of conduct – namely, whether they are liable for the manufacture and sale of contaminated Valsartan pills. These questions are shared among all Settlement Class Members and

subject to “generalized proof.” *Henderson v. Volvo Cars of N. Amer., LLC*, Civil Action No. 09–4146, 2013 WL 1192479, at \*4 (D.N.J. Mar. 22, 2013). 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 relatively small claims of the Class Members on an individual basis against the Hetero 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 Class Members with prompt, certain, and adequate relief, and establishes clearly defined administrative procedures to ensure due process and

preservation of rights. This Court has already determined that the superiority prong has been met. *In re Valsartan*, 2023 WL 1818922, at \*16, \*24. Thus, a class action for settlement purposes, which requires even less scrutiny, is a superior means of resolving this controversy.

Accordingly, Plaintiffs request the Court certify the 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 Notice includes all legal requirements and explains 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 previous class certification ruling. 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, including but not limited to some or all of online advertising, search advertising, industry publications and PR Newswire. Notice of the settlement will also be available on a dedicated settlement website created and maintained by the Settlement Administrator.

Therefore, the Notice and Notice Plan should be approved.

**E. A Final Approval Hearing Should Be Scheduled**

Finally, the Court should schedule a final approval hearing to decide whether to grant final approval to the settlement, consider Class Counsel's request for attorneys' fees, expenses, and service awards for the Class Representatives, consider any objections and exclusions, and determine whether to dismiss the settled claims 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 for at least one hundred twenty (120) days from the date the preliminary approval order is entered.

#### **IV. CONCLUSION**

Plaintiffs respectfully request that this Court enter an Order: (1) scheduling a preliminary approval hearing; (2) preliminarily approving the settlement; (3) conditionally certifying the Class, approving the proposed Settlement Notice and Fund Administrator and Custodian Bank where the settlement funds will be held; (4) directing notice to Class Members consistent with the Notice Plan; and (5) scheduling a final approval hearing. A proposed order granting this relief is submitted with this memorandum.

Dated: June 27, 2025

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

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

**JOINT DECLARATION FOR  
HETERO ECONOMIC LOSS PRELIMINARY APPROVAL MOTION**

1. This declaration of Class Counsel and Plaintiff’s MDL Leadership Counsel (together, “Plaintiffs’ Counsel”) is submitted in support of Plaintiffs’ motion for preliminary approval of the proposed class action settlement of the Valsartan economic loss claims pending against the Hetero Defendants, based upon the Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) entered into between Plaintiffs MSP Recovery Claims, Series LLC (“MSPRC”) and Maine Automobile Dealers Insurance Trust (“MADA”) (“TPP Plaintiffs”) and Plaintiffs Leland Gildner, Veronica Longwell, Peter O’Brien, Mark Hays, and James Childs (“Consumer Plaintiffs”), (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 Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and

Camber Pharmaceuticals, Inc. (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), (collectively “Hetero Defendants”). Collectively, Plaintiffs and the Hetero 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 negotiations extending over the course of more than two years, 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 Hetero’s Valsartan API and finished dose with probable human carcinogen nitrosamine impurities, including N-nitrosodimethylamine (“NDMA”), the scientific literature regarding the genotoxicity and probable human carcinogenicity of NDMA, 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 valsartan, 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 Hetero Valsartan API and finished dose, the scientific knowledge and literature at issue, the health and safety risks posed by the NDMA impurities, the distribution and sale channels of the Valsartan 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 more than one million pages of documents produced by the Hetero 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. Plaintiffs served extensive document discovery requests on Hetero (*see e.g.*, [Dkt. No. 328](#)), and Plaintiffs’ counsel identified document custodians and deposed at least nine (9) corporate representatives primarily based in India.

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.

6. After the litigation was consolidated into an MDL, the Hetero Defendants joined their co-Defendants in the filing of an extensive motion to dismiss all claims including the claims for economic loss damages from Hetero attributable to its sale of Hetero Process III Valsartan. Plaintiffs prepared extensive responsive briefing and largely prevailed in opposing the motion to dismiss. (*See* Dkt. Nos. [675](#), [728](#), [775](#), [818](#), [838](#), [1019](#)).

7. The Parties engaged in extensive discovery exchanges. Plaintiffs served over 100 document requests on Hetero and received the production of extensive discovery including ESI and paper documents, regulatory filings and communications, internal corporate documents, regulatory documents and standards, testing documents, documents relating to the recalls, root cause analyses, and sales and pricing data. ([Dkt. No. 328](#)). Plaintiffs evaluated Hetero privilege logs and similarly argued numerous discovery disputes at regularly scheduled discovery hearings before Magistrate Judge Schneider and Special Master Judge Vanaskie, who was appointed following Judge Schneider's retirement from the bench.

8. Plaintiffs took nine (9) Rule 30(b)(6) depositions of Hetero corporate representatives and defended depositions of the five (5) consumer and two (2) TPP

Representative Plaintiffs as well as participating in related depositions of third-party assignors and a third-party administrator. Plaintiffs also submitted extensive expert reports regarding general causation, presented and took general causation expert depositions, prepared and submitted related *Daubert* briefing, and presented argument at a *Daubert* hearing.

9. On November 10, 2021, the Consumer Plaintiffs and Consumer Class Counsel filed a 110-page motion for class certification that included two hundred (200) exhibits including expert reports in support of class certification on points relating to liability and damages issues, ascertainability, and other Rule 23 criteria. The TPP Plaintiffs and TPP Class Counsel submitted an additional thirty (30) pages of briefing. (Dkt. Nos. [1747](#), [1749](#)). Consumer Plaintiffs and Consumer Class Counsel also filed a forty (40) page Reply on May 10, 2022 along with seventy-eight (78) additional exhibits and supplemental expert reports, and TPP Class Counsel submitted an additional twenty-eight (28) pages of Reply briefing. (Dkt. Nos. [2058](#), [2059](#)). Throughout the class certification briefing, Plaintiffs defended their class certification experts' depositions and took over a dozen depositions of the experts tendered both jointly and individually by Defendants. Finally, after the Court granted class certification, 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.*, No. 23-8005, [Dkt. No. 60](#) (3d Cir. May 1 2023).

10. Plaintiffs' Counsel engaged in lengthy, arms-length negotiations with Hetero to arrive at this settlement. The negotiations occurred both directly and *via* a mediation process presided over by the Hon. Joel Schneider (retired), until reaching agreement on the material terms on or about June 5, 2023, and then during ongoing negotiations to clarify certain settlement terms, culminating in the signing of a Term Sheet on January 25, 2024. Since then, Plaintiffs' Counsel has worked to finalize the Settlement Agreement and to prepare a Motion for Preliminary Approval and accompanying documents. The negotiations with Hetero were prolonged and difficult, and the Parties left no stone unturned in evaluating and working to agree on all of the material terms.

11. 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.

12. The Hetero Valsartan Economic Loss Settlement Class is defined as follows:

All individuals and third-party payors in the United States and its territories and possessions who paid any amount of money for retail purchases of valsartan finished drug formulations manufactured utilizing Hetero Process III Valsartan API (the "Process III Valsartan") from May 1, 2018 to July 31, 2018.

Persons excluded from the Class are: (a) Hetero Defendants and affiliated entities and their employees, officers, directors, and agents; (b) Hetero Defendants' assigns, and successors; (c) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (d) Pharmacy Benefit Managers ("PBMs"); (e) Any judge or magistrate presiding over this action, and members of their families; (f) Plaintiffs' counsel of record; (g) Any personal injury plaintiff or claimant; and, (h) All persons 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 submitted Settlement Class. This Class does not encompass any claims for medical monitoring or personal injury related to purchase or use of Hetero Process III Valsartan, and does not affect those claims in any way, nor does it encompass or affect any economic loss claims with regard to Hetero Losartan, which claims are expressly excluded.

13. The Hetero Defendants have agreed to pay \$11,365,489.80 to the Settlement Class ("Settlement Fund"), which amount was established based on the total quantity of Process III Valsartan pills sold in the United States at the retail level, 5,412,138 pills (the number of Process III Valsartan pills shipped by Camber to any United States retailer or entity for the purpose of facilitating retail sales in the United States, less any Process III Valsartan pills that were confirmed to have been returned to Hetero and not sold to consumers at any time). (SA at §IV. 1). The Parties engaged

in confirmatory discovery during the negotiations, which was also informed and supported by Plaintiffs' economic loss expert, Dr. Conti, who consulted with Plaintiffs and actively participated in the mediation process. 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 direct negotiation between the TPP's and Consumers and mediation with Judge Schneider):

For Consumers: Consumer members of the Settlement Class shall submit claim forms documenting their purchases of Hetero Process III Valsartan 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 \$40 for each 30-day supply purchased and no more than a total of \$120 per Consumer. However, a Consumer member of the class who can sufficiently document through receipts or pharmacy records, a claim in excess of \$120 paid in full by that Consumer, may receive a payment in excess of \$120. Total payments to Consumers will be capped at 40% of the net Hetero 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 it will not exceed 40% of the Fund.

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 Hetero Process III Valsartan 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 member of the class (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.

14. The Hetero Defendants will also be solely responsible for all costs of settlement notice and administration, which shall be paid separate from and in addition to the Settlement Fund.

15. The current estimated cost of settlement notice and administration for the Hetero Settlement is estimated to be \$519,972.

16. 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

Hetero Valsartan economic loss litigation. Each party shall have the right of appeal to the extent the award is inconsistent with the Settlement Agreement. Attorneys' Fees and Expenses shall be in addition to the Representative Plaintiffs' Service Awards.

17. Plaintiffs will seek approval of \$5000 per Consumer class representative for service awards and \$15,000 for each of the two TPP class representatives, MSP and MADA for their participation in information gathering, discovery and depositions on behalf of the class.

18. The Settlement Agreement includes a comprehensive notice plan, to be paid for by the Hetero Defendants and overseen by the experienced Settlement Administrator: EAG Gulf Coast, LLC ("EAG"). The Declaration of Brandon Schwartz, including all proposed forms of class notice, is attached hereto as Exhibit 2. 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.

19. 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.

20. 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. The Hetero Defendants will pay the costs of Notice and Settlement Administration, and will timely provide notice of the settlement to the appropriate state and federal officials, as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

21. 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.

22. 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 Hetero valsartan brought by Plaintiffs. (“the Released Claims”). No defendants other than the Hetero Defendants are parties to or addressed, impacted or released by this Agreement, and no other claims or actions are the subject of this Agreement. All claims for economic loss related to Hetero losartan, claims for medical monitoring related to Hetero valsartan and losartan (the subject of separate agreements), and all claims for personal injury related to Hetero valsartan and losartan (the subject of separate agreements) 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.

23. As stated above, the settlement here is the result of extensive, arms’-length negotiations that extended over the course of approximately two years

between experienced counsel, who believe the settlement is in the best interests of their respective clients.

24. 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: June 27, 2025

/s/ Ruben Honik

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***MDL Plaintiffs' Co-Lead Counsel***

# Exhibit 1

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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

**HETERO VALSARTAN ECONOMIC LOSS CLASS  
SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into between Plaintiffs MSP Recovery Claims, Series LLC (“MSPRC”) and Maine Automobile Dealers Association Insurance Trust (“MADA”) (“TPP Plaintiffs”) and Plaintiffs Leland Gildner, Veronica Longwell, Peter O’Brien, Mark Hays, and James Childs (“Consumer Plaintiffs”), (collectively “Plaintiffs” or “Representative Plaintiffs”), individually and as representatives of the Class (as defined below), (all together referenced as the “Settlement Class Members”), and Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (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), (collectively “Hetero Defendants”). Collectively, Plaintiffs and the Hetero Defendants shall be referred to as the “Parties.”

This Agreement is intended to fully, finally, and forever resolve, discharge, and settle the certified consumer and third-party payor class action claims for economic loss related to Hetero valsartan brought by Plaintiffs in *In re: Valsartan, Losartan, Irbesartan Products Liability*

*Litigation*, Case No. 1:19-md-02875 (MDL No. 2875) at docket entry 121, pending in the United States District Court for the District of New Jersey (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. No parties other than the Representative Plaintiffs, Settlement Class Members, and Hetero Defendants are parties to or addressed, impacted or released by this Agreement, and no other claims or actions are the subject of this Agreement. Any and all claims for economic loss related to Hetero losartan, claims for medical monitoring related to Hetero valsartan and losartan (subject to separate agreements), and all claims for personal injury related to Hetero valsartan and losartan (subject to separate agreements) are explicitly excluded from this Agreement and are not impacted or affected by this Agreement or included in the definition of the Action or Settled Claims or Released Claims in any way.

**I. RECITALS**

1. WHEREAS, Plaintiffs filed the above referenced Action as a class action against, among others, the Hetero Defendants, and the Court has certified certain Plaintiff classes with respect to their economic loss claims;

2. WHEREAS, the Hetero 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 Hetero Defendants, which is expressly denied and the Hetero Defendants do not waive any defenses they asserted or could have asserted in the valsartan economic loss litigation, including the absence of personal jurisdiction, with regard to any unsettled claims;

3. WHEREAS, the Parties have conducted extensive discovery, including production and review of over a million pages of documents, and depositions of nine (9) current and former

employees of the Hetero Defendants, as well as exchange of numerous expert reports, conduct of expert depositions, Daubert briefing and arguments, and significant additional extensive litigation work, as well as confirmatory discovery during and following over two years of arms-length negotiations;

4. WHEREAS, the Parties, following discovery, investigation, litigation, and careful analysis of their respective claims and defenses, and with full understanding of the potential recovery, 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;

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

6. WHEREAS, the resolution of the claims and relief at issue in this 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 was reached with the assistance of multiple mediation sessions before 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 Agreement and in the referenced implementing documents (in addition to any definitions provided elsewhere in this 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’ Co-lead 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 this settlement.

2. **“Claim”** or **“Claim for Reimbursement”** shall mean the timely submission of the required Claim Form and 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. **“Claims and Liabilities”** means the consumer and third-party payor class action claims for economic loss related to Hetero Valsartan brought by Plaintiffs captioned *In re: Valsartan, Losartan, Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875 (MDL No. 2875) at docket entry 121, pending in the United States District Court for the District of New Jersey (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.

5. **“Class Counsel”** shall mean consumer class counsel Ruben Honik, Esq., Honik Law, Conlee S. Whiteley, Esq., Kanner & Whiteley, LLP and John R. Davis, Esq., Slack Davis

Sanger LLP, and TPP class counsel Jorge A. Mestre, Esq., Rivero Mestre LLP, and Gregory P. Hansel, Esq., Preti Flaherty Beliveau & Pachios, Chartered, LLP.

6. **“Class Notice”** means the notice, substantially in the forms attached to the Declaration of Brandon Schwartz (“Schwartz Decl.”), to be provided to Settlement Class Members in accordance with the Preliminary Approval Order issued by the Court.

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

8. **“Defendants’ Counsel”** means Eric Abraham, Esq., Hill Wallack, and Terry M. Henry, Esq., Blank Rome LLP.

9. **“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).

10. **“Final Fairness Hearing”** means the hearing at which the Court will consider whether to finally approve the Agreement as fair, reasonable, and adequate, certify the Class for settlement purposes, award Attorneys’ Fees and Expenses, including settlement class representative Service Awards, enter the Final Judgment, and make such other final rulings as are contemplated by or necessary or advisable for the efficient implementation of this Settlement Agreement.

11. **“Final Approval Order”** – means the Court’s order granting final approval to the class action settlement and dismissing the Action with prejudice.

12. **“Hetero Defendants”** or **“Released Parties”** shall mean Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc., and 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.

13. **“Hetero Process III Valsartan”** shall mean Hetero Valsartan finished drug product using valsartan active pharmaceutical ingredient manufactured by means of Hetero’s Process III manufacturing method, which was distributed in the U.S. market from May 1, 2018 through July 31, 2018.

14. **“Judgment”** means the judgment to be entered by the Court in the Action finally approving this Agreement and dismissing the Action with prejudice.

15. **“Notice Date”** means the date the Settlement Administrator provides 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, and within 60 days thereafter at most.

16. **“Notice Completion Date”** means the date on which the Settlement Administrator completes the original transmission of the Notice to Settlement Class Members.

17. **“Preliminary Approval Order”** means the Court’s order preliminarily approving the terms of this Agreement as fair, adequate, and reasonable, including the Court’s approval of the form and manner of giving notice to Settlement Class Members.

18. **“Released Claims”** or **“Settled Claims”** means the consumer and third-party payor class action claims for economic loss related to Hetero valsartan brought by Plaintiffs *In re: Valsartan, Losartan, Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875 (MDL

No. 2875) at docket entry 121, pending in the United States District Court for the District of New Jersey (the “Action”), and all claims, demands, or causes of action raised or that could have been raised therein, subject to the terms and conditions hereof and approval by the Court. No parties other than the Representative Plaintiffs, Settlement Class Members, and Hetero Defendants are parties to or addressed, impacted or released by this Agreement, and no other claims or actions are the subject of this Agreement.

19. **“Representative Plaintiffs”** means MSP Recovery Claims, Series LLC (“MSPRC”) and Maine Automobile Dealers Association Insurance Trust (“MADA”) (“TPP Plaintiffs”) and Plaintiffs Leland Gildner, Veronica Longwell, Peter O’Brien, Mark Hays, and James Childs (“Consumer Plaintiffs”).

20. **“Service Awards”** means the amount of \$5000.00 (combined total of \$25,000.00) that Defendants have agreed to pay to each of the five Consumer Representative Plaintiffs and \$15,000.00 (combined total of \$30,000) to each of the two TPP Representative Plaintiffs, who have served as putative class representatives in the Action, upon finalization of this Settlement Agreement and approval by the Court. Subject to Court approval, the Service Awards, in the combined total of \$55,000.00, shall be deducted from the monetary fund created by this settlement.

21. **“Settlement Notice Administrator”** means EAG Gulf Coast, LLC (“EAG”).

22. **“Settlement Class Member”** or **“Releasing Parties”** means all individuals and third-party payors, any and all persons who have a right to bring a claim on behalf of said individuals and third-party payors, and the predecessors, successors, estates, representatives, subsidiaries and affiliates of individuals and third-party payors, that paid any amount of money for retail purchases of valsartan finished drug formulations manufactured using Hetero Process III Valsartan API in the United States and its territories from May 1, 2018 through July 31, 2018.

**III. ESTABLISHMENT OF A SETTLEMENT CLASS**

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

All individuals and third-party payors in the United States and its territories and possessions who paid any amount of money for retail purchases of valsartan finished drug formulations manufactured utilizing Hetero Process III Valsartan API (the “Process III Valsartan”) from May 1, 2018 to July 31, 2018.

This 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 sales by the Hetero Defendants of the Process III Valsartan. This Class does not encompass any claims for medical monitoring or personal injury related to purchase or use of Hetero Process III Valsartan, which claims are expressly excluded. Persons excluded from the Class are: (a) Hetero Defendants and affiliated entities and their employees, officers, directors, and agents; (b) Hetero Defendants’ assigns, and successors; (c) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (d) Pharmacy Benefit Managers (“PBMs”); (e) Any judge or magistrate presiding over this action, and members of their families; (f) Plaintiffs’ counsel of record; (g) Any personal injury plaintiff or claimant; and, (h) All persons who properly execute and file a timely request for exclusion from any Court-approved class.

2. The Hetero 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 appointments of EAG as the Settlement Administrator, Western Alliance Bank to maintain the QSF, and EAG as the QSF administrator.

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

#### **IV. SETTLEMENT CONSIDERATION**

1. In consideration of the full and complete Release of all Released Claims against the Hetero Defendants, and the dismissal of the Action with prejudice, the Hetero Defendants agree to provide the following consideration to the Settlement Class: Hetero Defendants will pay \$11,365,489.80, which amount was established based on the total quantity of Process III Valsartan pills sold in the United States at the retail level, 5,412,138 pills (the number of Process III Valsartan pills shipped by Camber to any United States retailer or entity for the purpose of facilitating retail sales in the United States, less any Process III Valsartan pills that were confirmed to have been returned to Hetero and not sold to consumers at any time, as confirmed in confirmatory discovery). The Hetero Defendants will also be responsible for all costs of settlement notice and administration.

2. The settlement funds 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 between consumers and third-party payors as follows:

a. For Consumers: Documentation should be submitted with the claim forms to support each claim, if possible, documenting their purchases of Hetero Process III Valsartan as provided in this Settlement Agreement and approved by the Court. For payment in excess of \$40 for a 30-day supply, documentation is required. The Claims administrator will review the claim forms and supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. Upon determination of a valid claim, a Consumer member of the class shall receive from the Fund a distribution of no more than \$40 for each 30-day supply

purchased and no more than a total of \$120 per Consumer. However, a Consumer member of the class who can sufficiently document, through receipts or pharmacy records, a claim in excess of \$40 for a 30-day supply paid in full by that Consumer, may receive a payment in excess of \$40 for that 30-day supply without regard to the \$40 or \$120 caps. Total payments to Consumers will be capped at 40% of the net Hetero 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 it will not exceed 40% of the Fund.

b. For Third Party Payors: Third Party Payor members (including assignees of TPPs) of the Settlement Class shall submit claim forms and documentation of their (or their assignors') payments for Hetero Process III Valsartan as provided in this Settlement Agreement and approved by the Court. The Claims administrator will review the claim forms and 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.

c. Claims Submission: 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.

## V. RELEASE, INDEMNIFICATION AND HOLD HARMLESS

1. Each Representative Plaintiff and Settlement Class Member unconditionally, knowingly, and voluntarily releases, remises, acquits, and forever discharges the Hetero Defendants and Released Parties from the Claims and Liabilities.

2. The Representative Plaintiffs and Settlement Class Members agree to indemnify and hold harmless the Hetero Defendants from any claim or cross-claim asserted by any other party for indemnification or contribution as a result of a settlement or judgment against another party who asserts such a claim or cross-claim against the Hetero Defendants arising from Plaintiffs' economic loss claims in the Action related to the Hetero Defendants' valsartan. To effectuate this provision, in the event Plaintiffs settle a claim with any other defendant who has a potential claim or cross-claim against the Hetero Defendants, Plaintiffs will include as a term of such settlement that such settling defendant shall not pursue the Hetero Defendants for indemnification or contribution arising from that settlement. This indemnification and hold harmless provision only applies to claims arising from a judgment or the settlement of Plaintiffs' claims. It does not apply to claims arising by contract or commercial course of dealing that do not arise from a judgment or the settlement of Plaintiffs' claims.

## **VI. CLAIMS ADMINISTRATION**

### **A. 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 notice, administration, and processing of claims.

2. The Hetero Defendants shall bear all costs of notice and administration.

3. As soon as reasonably possible after the claims deadline, and no later than 100 days after class notice is initially published, 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, including the settlement payment for each Claimant; and a list of all Claims it deems invalid or untimely.

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

## **VII. CLASS NOTICE AND PUBLICATION**

### **A. To Attorney General**

In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, Defendants 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. Settlement Administrator, shall be responsible for the following Settlement Class Notice program:

a. As soon as reasonably practicable, but in no event more than 60 days, after entry of the Preliminary Approval Order, 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 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, including 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. The Settlement Administrator will publish the long form notice and other relevant information on a webpage dedicated to this settlement.

b. For purposes of identifying Settlement Class Members, the Settlement Administrator shall use the potential TPP and class member lists used for non-settlement notice, filtered to reflect potential class members, run reverse-lookups on such class members to obtain e-mail and mobile numbers to the extent reasonably available, update such lists to reflect any changed or additional information obtained as a result of the non-settlement notice process. The updated list will then be run through validation processes to eliminate invalid e-mail addresses and mobile numbers, and to correct invalid or incomplete mailing addresses, to the extent reasonably feasible.

c. For Consumer class members, this validated list will be used to initially send e-mail notices to those class members with validated e-mail addresses, text messages to those individuals without validated e-mail addresses but with validated mobile numbers, and via First Class mail to those with neither validated e-mail addresses nor validated mobile numbers, but with validated mailing addresses. To the extent bounces are received to attempts to e-mail, those will be attempted to be sent as text messages to the extent validated mobile numbers exist, or via First Class mail to the extent no validated mobile numbers exist. To the extent text messages are rejected either as an initial matter or after a bounced e-mail attempt, those individuals will be sent First Class mail notice to the extent a validated mailing address exists.

d. All TPP class members will receive both e-mail and First Class mail notice, to the extent a validated e-mail and/or mailing address exists.

e. 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 First Class Notice that is returned as undeliverable, 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, 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.

f. Settlement Administrator shall diligently, and/or as reasonably requested by Class Counsel or Defendants' Counsel, report to Class Counsel and Defendants' 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.

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

h. Settlement Administrator shall implement a Settlement website containing:

- (1) a copy of the Claim Form, for consumers a description of documentation that should be submitted, if possible, and description of documentation required for payment in excess of \$40 for a 30 day supply, for TPPs a description of required

- documentation, Full Notice, this Settlement Agreement, Request for Exclusion/Opt-out form, Court Orders regarding this Settlement, and other relevant Court documents, including Plaintiffs' Motion for Approval of Attorneys' Fees, Costs, and Service Awards;
- (2) instructions on how to opt-out;
  - (3) instructions on how to object to the settlement;
  - (4) instructions on how to submit a Claim;
  - (5) information concerning deadlines for opting-out, objecting, and filing a Claim and the dates and locations of relevant Court proceedings, including the Final Fairness Hearing;
  - (6) instructions on how to contact the Settlement Administrator, Defendants' Counsel, or Class Counsel for assistance;
  - (7) online submission forms; and
  - (8) 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 Defendants' Counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of this Agreement and as required by the Court.

#### **VIII. RESPONSE TO NOTICE**

##### **A. Submission of Claim Form**

Any Settlement Class Member who decides to participate in the Settlement shall submit the Claim Form and documents necessary to prove the claim, as set forth herein, 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 Class 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 Defendants:

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Hill Wallack, LLP  
21 Roszel Road  
Princeton, New Jersey 08540

Terry M. Henry, Esq.  
Blank Rome, LLP  
One Logan Square  
130 North 18<sup>th</sup> Street  
Philadelphia, Pennsylvania 19103

Andrew F. Albero  
Lewis Brisbois  
550 E. Swedesford Road, Suite 270  
Wayne, PA 19087

2. Any objecting Settlement Class Member must include with his or her objection:
  - a. the objector's full name, current address, and telephone number,
  - b. the identification of the at issue valsartan purchased by the objector, including the amount of valsartan the Objector claims to have purchased, the date(s) of purchase, and 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; and,

e. 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, 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 Notice by the date specified in the Preliminary Approval Order and recited in the Notice. To be effective, the Request for Exclusion must be submitted on the settlement website or sent to the specified address and:

a. for consumers, include the Settlement Class Member's full name, current address and telephone number, and if possible, identification of the at-issue valsartan 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 at issue valsartan purchased by the Settlement Class Member, (iv) the amount of valsartan purchased by the Settlement Class Member, (v) the price paid for the valsartan 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.

2. Any Settlement Class Member who obtains relief pursuant to the terms of this Settlement Agreement after the receipt of the First Class Notice gives up the right to exclude him or herself from this 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 sixty (60) days after the date of the initial dissemination of 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. Settlement Administrator will receive Requests for Exclusion and will follow standard guidelines for determining whether they meet the requirements of a Request for Exclusion. 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 Defendants' Counsel. Settlement Administrator shall report the names and addresses of all such persons and entities requesting exclusion to the Court, Class Counsel, and Defendants' Counsel within twenty (20) days prior to the Final Hearing. The list of persons and entities deemed by the Court to have excluded themselves from the Settlement Class in accordance with the terms hereof and any terms imposed by the Court, will be attached as an exhibit to the Final Order and Judgment.

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.

6. Plaintiffs and the Hetero Defendants shall present to the Court proposed orders that will require, if entered by the Court, class members that have elected to be excluded to:<sup>1</sup>

a. For TPP’s who have filed an individual lawsuit against Hetero regarding the Claims and Liabilities that becomes subject to this Court’s jurisdiction, serve on the Hetero Defendants complete Rule 26 disclosures and expert reports for all experts that the TPP intends to rely upon to support the claims set forth in their Complaint, (1) for TPP’s who have not yet filed a case as of the date of the filing of the Court’s Order of final approval, within 90 days of filing their Complaint, unless the time period is extended by the Court on motion for good cause shown, and (2) for TPP’s who have filed a case as of the date of the filing of the Court’s Order of final approval, within 60 days of entry of the Court’s Order of final approval, unless the time period is extended by the Court on motion for good cause shown, and;

b. For TPP’s, pay a common benefit assessment of one-third of the gross monetary recovery in the event the excluded class member recovers no more than 110% of the gross monetary recovery that would have been recoverable under the terms of the settlement, and 25% of the gross monetary recovery in the event the excluded class member recovers more than 110% of the gross monetary recovery that would have been recoverable under the terms of the settlement.

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<sup>1</sup> The submission of the proposed orders and supporting briefing is the only requirement pursuant to this Agreement. The Court’s refusal to enter the submitted orders in whole or in part shall not be a basis for withdrawal from the settlement.

**IX. WITHDRAWAL FROM SETTLEMENT**

1. Plaintiffs or the Hetero 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 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 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 Agreement is vacated by the Court resulting in material modification to the settlement, or reversed or substantially modified in a material way by an appellate court; or

d. The Hetero Defendants will have the right to withdraw from the Settlement if more than 10% of the Settlement Class Members submit timely, 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 Agreement as aforesaid, or ten (10) days after the Claim Submission deadline if based on a determination that the elements of VIII(1)(d) have been met. In the event 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 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 to the Action 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 this Settlement shall not be grounds for withdrawal from the Settlement.

**X. ADMINISTRATIVE OBLIGATIONS**

**A. Preliminary Approval of Settlement**

1. Promptly after the execution of this Agreement, this Agreement shall be presented to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order.

**B. Final Approval of Settlement**

1. If this Agreement is preliminarily approved by the Court, after class notice providing the opportunity for Class Members to opt out or object to the settlement, 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).

**XI. FORM AND SCOPE OF JUDGMENT**

1. Upon the Effective Date, the 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.
2. Upon the Effective Date, the Settled Claims will be deemed dismissed with prejudice (the Action will only 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 related to the Hetero valsartan 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 the Representative Plaintiffs' Service Awards.

2. Upon finalization of this Settlement Agreement, Plaintiffs will request, as part of the Fee and Expense Application, Service Awards for the Representative Plaintiffs, who have served as putative class representatives in the Action, of \$5,000.00 for Consumer Class Representatives and \$15,000.00 for TPP Representatives Plaintiffs (for a combined total of \$55,000.00).

3. Any Attorneys' Fees, Expenses or Service Awards approved by the Court in the in a hearing separate from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement will be deducted from the Settlement Fund, which allocation shall fully satisfy and discharge all obligations of the Hetero Defendants, if any, with respect to Attorneys' Fees, Expenses and settlement class representative Service Awards.

4. Western Alliance Bank will serve as Escrow Agent for the settlement funds ("Escrow Agent"). Within five (5) days after the date the Final Approval Order is entered, appropriate payment and routing information will be furnished to defense counsel.

5. Within thirty (30) business days of the Effective Date, Hetero Defendants shall transfer all funds due and owing pursuant to the Final Approval Order to Plaintiffs' Escrow Agent. This transfer including payment of the notice and administration expenses shall fully satisfy and discharge all financial obligations of the Hetero Defendants with respect to the Settlement.

6. The Attorneys' Fees and Expenses awarded by the Court will be allocated between and among Plaintiffs' counsel in a manner overseen by the Court.

7. The procedure for the grant, denial, allowance or disallowance by the Court of the Attorneys' Fees and Expenses and Service Awards application is not part of the Settlement, and is 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 and Service Awards, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date of this Agreement.

8. The Parties agree that Defendants are in no way liable for any taxes 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. Entire Agreement**

1. This 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 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 Agreement has been made or relied on except as expressly set forth in this Agreement. No modification or waiver of any provisions of this 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 Agreement is sought.

#### **B. Arm's-Length Negotiations and Good Faith**

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

**C. Continuing Jurisdiction**

1. The Parties agree that the Court shall retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Agreement, and the Orders to be entered pursuant thereto.

**D. Binding Effect of Settlement Agreement**

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

**E. Extensions of Time**

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

**F. Authority to Execute Settlement Agreement**

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

**G. 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 litigation or any related action.

2. The Parties agree 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.

**H. No Third-Party Beneficiaries**

1. This 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 Agreement.

**I. Construction**

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

**J. Choice of Law**


1. 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 and certification of the Settlement Agreement and the Settlement Class, and all related issues, such as Plaintiffs' fee and expense petition, and request for class representative Service Awards.


**K. Captions**

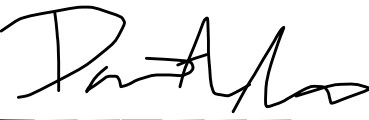
1. The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

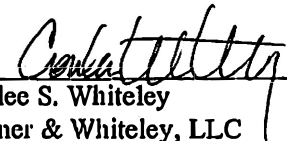
**APPROVED AND AGREED TO BY AND ON BEHALF OF PLAINTIFFS**

Date: February 19, 2025

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

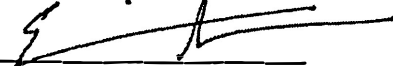
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Adam M. Slater  
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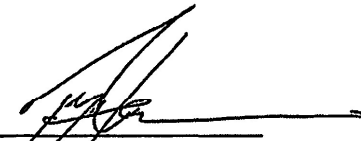
By:   
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By:   
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**APPROVED AND AGREED TO BY AND ON BEHALF OF THE HETERO  
DEFENDANTS:**

Date: February 18, 2025

By:   
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By:   
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Philadelphia, Pennsylvania 19103

By:   
Andrew F. Albero  
Lewis Brisbois  
550 E. Swedesford Road, Suite 270  
Wayne, PA 19087

# Exhibit 2

**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)

**DECLARATION OF BRANDON SCHWARTZ REGARDING THE PROPOSED  
NOTICE PLAN AND SETTLEMENT ADMINISTRATION FOR THE CERTIFIED  
CONSUMER AND THIRD-PARTY PAYOR CLASS ACTION SETTLEMENTS 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”)<sup>1</sup>, 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.

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<sup>1</sup> 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 (Circuit Court of Cook County, IL); *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). In the matter *Hadley, et al. v. Kellogg Sales Co.*, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh ruled on November 23, 2021.

- 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 Declaration 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. 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 manufacturers of each of these drugs. The class definitions are set forth in the Settlement Agreement for each of the proposed settling Defendants.

8. 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.

9. 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*<sup>2</sup>.

## **DETAILS OF THE NOTICE PLAN**

### **Overview of Methodology**

10. We determined the most reasonable and practicable way to reach and communicate with potential members of the Settlement Class(es) is through a multifaceted

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

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.

11. A reach and frequency analysis of a program employing multiple notice channels, including media notice, requires demographic considerations and media consumption habits of a target audience. We utilize the nationally syndicated research bureau MRI-Simmons (formerly GfK Mediamark Research, Inc.) (“MRI”)<sup>3</sup> and comScore<sup>4</sup>, 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:<sup>5</sup>

- 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

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<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> 2024 MRI-Simmons Fall Doublebase USA.

- 39% have a household income under \$49,999 and 49% have a household income between \$50,000 and \$149,999.

12. 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 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**

13. 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.

14. 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.

15. Pursuant to further Court Orders, we anticipate that Class Counsel will provide dispensing data related to additional irbesartan and losartan class certifications and settlements. This will be in addition to the Valsartan dispensing data previously used to implement the Valsartan Class Litigation Notice Program. 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.

16. 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.

17. **Email Notice:** The short form notice, attached hereto as **Exhibit C**, 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.<sup>6</sup>

18. 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

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<sup>6</sup> 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.

factors impeding delivery are categorized as ‘soft bounces.’ To limit the number of undelivered 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.

19. **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 D**). 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.

20. **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 E**) 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”)<sup>7</sup> 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

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<sup>7</sup> 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.

the newly provided mailing address. For any Postcard Notices that are returned as undeliverable, 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**

21. 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.<sup>8</sup> Additionally, 96% of adults over 65 years old use the internet and 77% use their cellular or smartphone device to access the internet.<sup>9</sup>

22. 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.

23. 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.<sup>10</sup> Therefore, where appropriate, digital notices will appear in Spanish and English.

24. 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.

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<sup>8</sup> 2024 MRI-Simmons Fall Doublebase USA.

<sup>9</sup> *Id.*

<sup>10</sup> *Id.*

25. Here, we would include a mix of segments such as:
- *Demographics* – target users based on age, income, etc.;
  - *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.

26. 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.

27. 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.

28. 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 visitors<sup>11</sup> and our Target Audience is 37 times more likely to visit AARP.org, compared to adults aged 18 and over<sup>12</sup>.

29. 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 States<sup>13</sup>. 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.

30. 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 **ExhibitF**.

31. Combined, we estimate that the digital advertising notice will generate more than 168,560,000 million impressions over four weeks.

### **YouTube**

32. 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 and treatments, for example. A viewer will have the option to skip the video after 5 seconds. This

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

<sup>12</sup> 2024 MRI-Simmons Fall Doublebase USA.

<sup>13</sup> "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).

format provides an opportunity to gain a large number of impressions while maintaining an efficient budget. An estimated 9.8 million impressions will be served over four weeks.

### **Search Advertising**

33. 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**

34. 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 hereto as **Exhibit G** is the proposed short form Notice to TPPs

### **Media Outreach to TPPs**

35. 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.

36. 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 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.”<sup>14</sup>

- 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 worldwide<sup>15</sup>, 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.<sup>16</sup>
  - 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**

37. 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 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.

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<sup>14</sup> NABIP Media Kit: <https://www.nabip-mediakit.com/>

<sup>15</sup> 2023 SHRM Annual Report: <https://www.shrm.org/content/dam/en/shrm/about/2023-Annual-Report.pdf>

<sup>16</sup> 2025 SHRM Media Kit.

### **Settlement Website**

38. We will establish and maintain a dedicated website, [www.ValsartanMedicationSettlement.com](http://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.<sup>17</sup>

39. 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.

40. 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.

41. 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**.

### **Dedicated Toll-Free Hotline**

42. 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 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

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<sup>17</sup> 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.

Administrator.

### **REQUESTS FOR EXCLUSION**

43. 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 PROTOCOLS<sup>18</sup>**

44. 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.

45. 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 (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.

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<sup>18</sup> 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.

46. 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

47. 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.

48. 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.<sup>19</sup>

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<sup>19</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 US 306, 315, 70 S Ct 653, 94 L Ed 865 (1950)

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

Executed this 25th day of June, 2025 in Portland, Oregon.

Handwritten signature in blue ink, appearing to read "B. Schwartz".

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Brandon Schwartz

## Exhibit A: CV of Brandon Schwartz

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## Brandon Schwartz

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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 and 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.)
<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 &amp; 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. Ibox 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>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 &amp; 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 &amp; 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 &amp; 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

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# 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)<sup>4</sup>
- 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)<sup>1</sup>
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)<sup>1</sup>
- In re: Paraquat Products Liability Litigation (MDL 3004)<sup>1</sup>
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)<sup>2</sup>
- Essure Product Liability Settlement<sup>3</sup>
- 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)

<sup>1</sup>Work performed as Postlethwaite & Nettekville, APAC (P&N)

<sup>2</sup>Services provided in cooperation with the Court-Appointed Special Master

<sup>3</sup>Appointed As Common Benefit Trustee

<sup>4</sup>Inventory 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

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## 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 and 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: Consumer Economic Loss 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 Valsartan medication manufactured by Hetero and distributed by Camber Pharmaceuticals from May 1, 2018 to July 31, 2018, you could receive a payment from a class action settlement.**

A Settlement has been reached in an economic loss class action lawsuit against Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (collectively "Hetero 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 Hetero Defendants violated state laws by manufacturing, distributing, selling and/or dispensing Valsartan or Valsartan containing drugs ("VCDs") that were contaminated with a probable human carcinogen in the form of N-nitrosodimethylamine ("NDMA"), causing economic loss to the class. The Hetero Defendants have denied any wrongdoing, have denied that the amounts of NDMA or NDEA in the Valsartan and VCDs at issue were or could be carcinogenic, and have asserted various legal and factual defenses to the claims asserted on behalf of the Classes.

The Court has not decided whether the Hetero Defendants did anything wrong or whether the Plaintiffs' claims have merit. This Settlement of Valsartan economic loss claims does not include or affect any other claims against the Hetero Defendants or any other entity, including but not limited to medical monitoring and personal injury claims. 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-payors in the United States and its territories and possessions who paid any amount of money for retail purchases of Valsartan finished drug formulations utilizing Hetero Process III Valsartan active pharmaceutical ingredient ("API") which was sold between May 1, 2018 and July 31, 2018. 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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com).

### **What Does the Settlement Provide?**

Hetero Defendants will pay \$11,365,489.80, which amount was established based on the total quantity of eligible Valsartan pills sold in the United States during the established period. The settlement funds will be 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. Total payments to Consumers will be capped at 40% of the net Hetero Economic Loss Class Settlement fund and each valid Consumer member of the class shall generally receive no more than \$40 for each 30-day supply purchased and no

more than a total of \$120 per Consumer. However, a Consumer member of the class who can sufficiently document, through receipts or pharmacy records, a claim in excess of \$40 for a 30-day supply paid in full by that Consumer, may receive a payment in excess of \$40 for that 30-day supply without regard to the \$40 or \$120 caps. Full details, including limitations may be found at [www.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.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 Hetero Defendants about the issues in this case.

**Opt-Out:** Excluding yourself is the only way to keep your right to sue the Hetero 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 Hetero 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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com).

**Do I have a lawyer in this case?** Yes, if you do not exclude yourself by opting out. The Court has appointed John R. Davis, Esq., Slack Davis Sanger LLP, Ruben Honik, Esq., Honik Law, and Conlee S. Whiteley, Esq., Kanner & Whiteley, 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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com)

1-866-875-9644

## Exhibit D: Proposed Text Message Notice

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**Text Notice Hetero Consumer Economic Loss****Proposed Text 1**

U.S. FEDERAL COURT AUTHORIZED CLASS ACTION NOTICE

Your records indicate that you may have paid for Valsartan medication manufactured by Hetero and distributed by Camber Pharmaceuticals from May 1, 2018 to July 31, 2018. A class action lawsuit may affect your legal rights.

Visit the Court approved website <https://ValsartanMedicationSettlement.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

Your records show you may have paid for Valsartan by Hetero between May 1, 2018, and July 31, 2018. A class action lawsuit may affect your rights.

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

Reply STOP to end.

## Exhibit E: Consumer Postcard Notice

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**Who is Included?** The Settlement Class includes all individuals and third-party payors in the United States and its territories and possessions who paid any amount of money for retail purchases of Valsartan finished drug formulations utilizing Hetero Process III Valsartan active pharmaceutical ingredient (“API”) which was sold between May 1, 2018 and July 31, 2018. A separate notice has been sent to third-party payors.

**What Does the Settlement Provide?** Hetero Defendants will pay \$11,365,489.80, which amount was established based on the total quantity of eligible Valsartan pills sold in the United States during the established period. The settlement funds will be 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. Total payments to Consumers will be capped at 40% of the net Hetero Economic Loss Class Settlement fund and each valid Consumer member of the class shall generally receive no more than \$40 for each 30-day supply purchased and no more than a total of \$120 per Consumer. However, a Consumer member of the class who can sufficiently document, through receipts or pharmacy records, a claim in excess of \$40 for a 30-day supply paid in full by that Consumer, may receive a payment in excess of \$40 for that 30-day supply without regard to the \$40 or \$120 caps. Full details, including limitations may be found at [www.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.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 Hetero Defendants about the issues in this case. **Opt-Out:** Excluding yourself is the only way to keep your right to sue the Hetero 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 Hetero 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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com).

**Do I have a lawyer in this case?** Yes, if you do not exclude yourself by opting out. The Court has appointed John R. Davis, Esq., Slack Davis Sanger LLP, Ruben Honik, Esq., Honik Law, and Conlee S. Whiteley, Esq., Kanner & Whiteley, 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 Valsartan medication manufactured by Hetero and distributed by Camber Pharmaceuticals from May 1, 2018 to July 31, 2018, you could receive a payment from a class action settlement.**

A Settlement has been reached in an economic loss class action lawsuit against Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (collectively “Hetero 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 Hetero Defendants violated state laws by manufacturing, distributing, selling and/or dispensing Valsartan or Valsartan containing drugs (“VCDs”) that were contaminated with a probable human carcinogen in the form of N-nitrosodimethylamine (“NDMA”), causing economic loss to the class. The Hetero Defendants have denied any wrongdoing, have denied that the amounts of NDMA or NDEA in the Valsartan and VCDs at issue were or could be carcinogenic, and have asserted various legal and factual defenses to the claims asserted on behalf of the Classes.

The Court has not decided whether the Hetero Defendants did anything wrong or whether the Plaintiffs’ claims have merit. This Settlement of Valsartan economic loss claims does not include or affect any other claims against the Hetero Defendants or any other entity, including but not limited to medical monitoring and personal injury claims. 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.

**Valsartan 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 F: Proposed Banner Notices


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If you are an individual or entity who paid for Valsartan medication manufactured by Hetero and distributed by Camber Pharmaceuticals from May 1, 2018 to July 31, 2018, you could receive a payment from a class action settlement

[LEARN MORE](#)


Proposed Digital Notice A



If you are an individual or entity who paid for Valsartan medication manufactured by Hetero and distributed by Camber Pharmaceuticals from May 1, 2018 to July 31, 2018, you could receive a payment from a class action settlement

[LEARN MORE](#)


Proposed Digital Notice B



IF YOU ARE AN INDIVIDUAL OR ENTITY WHO PAID FOR VALSARTAN MEDICATION MANUFACTURED BY HETERO AND DISTRIBUTED BY CAMBER PHARMACEUTICALS FROM MAY 1, 2018 TO JULY 31, 2018, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT

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Proposed Digital Notice C



IF YOU ARE AN INDIVIDUAL OR ENTITY WHO PAID FOR VALSARTAN MEDICATION MANUFACTURED BY HETERO AND DISTRIBUTED BY CAMBER PHARMACEUTICALS FROM MAY 1, 2018 TO JULY 31, 2018, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT

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Proposed Digital Notice D

## Exhibit G: TPP Short Form Notice

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### **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 Valsartan medication manufactured by Hetero and distributed by Camber Pharmaceuticals from May 1, 2018 to July 31, 2018, you could receive a payment from a class action settlement.**

A Settlement has been reached in an economic loss class action lawsuit against Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (collectively "Hetero 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 Hetero Defendants violated state laws by manufacturing, distributing, selling and/or dispensing Valsartan or Valsartan containing drugs ("VCDs") that were contaminated with probable human carcinogens in the form of N-nitrosodimethylamine ("NDMA"), causing economic losses to the class. The Hetero Defendants have denied any wrongdoing, have denied that the amounts of NDMA or NDEA in the Valsartan and VCDs 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 Hetero Defendants did anything wrong or whether the Plaintiffs' claims have merit. This Settlement of Valsartan economic loss claims does not include or affect any other claims against the Hetero Defendants or any other entity, including but not limited to medical monitoring and personal injury claims. 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 third-party payors and consumers in the United States and its territories and possessions who paid any amount of money for retail purchases of Valsartan finished drug formulations utilizing Hetero Process III Valsartan active pharmaceutical ingredient ("API") which was sold between May 1, 2018 to July 31, 2018. A separate notice has been sent to consumers.

Detailed information regarding the Class is viewable at [www.TPP.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.com).

#### **What Does the Settlement Provide?**

Hetero Defendants will pay \$11,365,489.80, which amount was established based on the total quantity of eligible Valsartan pills sold in the United States during the established period. The settlement funds will be 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. Total payments to Consumers will be capped at 40% of the net Hetero Economic Loss Class Settlement fund. After payment of the consumer claims, 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. Full details may be found at [www.TPP.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.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 Hetero Defendants about the issues in this case.

**Opt-Out:** Excluding yourself is the only way to keep your right to sue the Hetero 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 Hetero 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.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.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 Peliveau & Pachios, Chartered, LLP and Jorge A. Mestre, Esq., Rivero Mestre LLP to represent the TPP 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.TPP.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.com)

1-866-875-9644

## Exhibit H: Consumer Long Form Notice

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**Consumer Economic Loss Class Action Settlement Notice – Hetero Settlement**

**If you are an individual who paid any amount of money for retail purchases of Valsartan medication manufactured by Hetero and distributed by Camber Pharmaceuticals from May 1, 2018 to July 31, 2018, you could receive a payment from a class action settlement.**

A Settlement has been reached in an economic loss class action lawsuit against Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (collectively “Hetero Defendants”). The settlement is part of a larger lawsuit called

, 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 Hetero Defendants violated state laws by manufacturing, distributing, selling and/or dispensing Valsartan or Valsartan containing drugs (“VCDs”) that were contaminated with probable human carcinogens in the form of N-nitrosodimethylamine (“NDMA”), causing economic losses to the class.

The Hetero Defendants have denied any wrongdoing, have denied that the amounts of NDMA or NDEA in the Valsartan and VCDs 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 Hetero Defendants did anything wrong or whether the Plaintiffs’ claims have merit. This Settlement of Valsartan economic loss claims does not include or affect any other claims against the Hetero 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 Irbesartan.

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
<b>SUBMIT A CLAIM</b>	To receive a Settlement payment, you must submit a Claim Form. You can submit your Claim online at the Settlement website <a href="http://www.ValsartanMedicationSettlement.com">www.ValsartanMedicationSettlement.com</a> 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 Administrator may contact you for proof of purchase from your pharmacy, if needed to approve your claim.	<b>[CLAIM DEADLINE]</b>
<b>DO NOTHING</b>	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 Hetero Defendants about the issues in this case.	<b>NO DEADLINE</b>

<p><b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b></p>	<p>Excluding yourself from the Settlement is the only option that allows you to pursue your own claims against one or more Hetero 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><b>OBJECT TO THE SETTLEMENT</b></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 Hetero 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 \_\_\_\_\_, Case No. 1:19-md-02875. 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 Hetero Defendants’ sale of Valsartan between May 1, 2018 and July 31, 2018, and does not involve Losartan or Irbesartan.

**2. What is the Settlement about?**

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

uestions Call 1-866-875-9644 or visit [www.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.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.” The 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 Leland Childner, Veronica Longwell, Peter Currien, Mark Hays, and James Childs (“Consumer Plaintiffs”) and MSP Recovery Claims, Series LLC (“MSPRC”) and Maine Automobile Dealers Insurance Trust (“MADA”) (“TPP Plaintiffs”). In this Settlement, the Hetero Defendants are Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (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 paid any amount of money for retail purchases of Valsartan finished drug formulations utilizing Hetero Process III Valsartan active pharmaceutical ingredient (“API”) which was sold between May 1, 2018 to July 31, 2018.

### **5. Are there exceptions to being a Class Member?**

Yes. Excluded from the Settlement Class are: (a) Hetero Defendants and affiliated entities and their employees, officers, directors, and agents (b) Hetero Defendants’ assigns, and successors (c) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans (d) Pharmacy Benefit Managers (“PBM”) (e) Any judge or magistrate presiding over this action, and members of their families (f) Plaintiffs’ counsel of record (g) Any personal injury plaintiff or claimant and, (h) All persons 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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com) and answer a few simple questions. You can also call 1-866-875-9644 or email [info@ValsartanMedicationSettlement.com](mailto:info@ValsartanMedicationSettlement.com) for more information.

## **WHAT DOES THE SETTLEMENT PROVIDE?**

### **7. What does the Settlement provide?**

Questions Call 1-866-875-9644 or visit [www.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com)

In consideration of the full and complete Release of all Released Claims against the Hetero Defendants, and the dismissal of the settled part of the Lawsuit with prejudice, the Hetero Defendants agree to provide the following consideration to the Settlement Class: Hetero Defendants will pay \$11,365,489.80. The Hetero Defendants will also be responsible for all costs of settlement notice and administration.

The net Hetero Economic Loss Class Settlement fund (“the Fund”) available for distribution to the Settlement Class, after deduction of any attorneys’ fees, litigation expenses, and class representative service awards that may be ordered by the Court, shall be first allocated between consumers up to a maximum of 40% and remaining (expected 60%) to third-party payors (described in a separate notice) allocation to individual class members as follows:

**For Consumers:** Each Class Member will receive payment from the funds based on the number of pills purchased, as indicated in their Claim Form and supporting documents, with payments calculated in increments of 30 pills. If a Class Member purchased quantities in increments other than 30 pills, such as 90 pill increments, the quantity will be converted into equivalent 30 pill increments for payment calculation purposes.

Each valid Consumer member of the class shall generally receive from the Fund a distribution of no more than \$40 for each 30-day supply purchased and no more than a total of \$120 per Consumer. However, a Consumer member of the class who can sufficiently document, through receipts or pharmacy records, a claim in excess of \$40 for a 30-day supply paid in full by that Consumer, may receive a payment in excess of \$40 for that 30-day supply without regard to the \$40 or \$120 caps.

Total payments to Consumers will be capped at 40% of the net Hetero 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 it will not exceed 40% of the Fund.

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.

## **8. How do I get a payment?**

Consumer members of the Settlement Class shall submit claim forms documenting their purchases of Hetero Process III Valsartan 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.

Documentation should be submitted to support your claim, if possible. Your claim will be reviewed by the Settlement 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.

uestions Call 1-866-875-9644 or visit [www.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com)

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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.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 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 Hetero Defendants for economic losses related to the Hetero Defendants' Valsartan. **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 Hetero Defendants for claimed economic losses related to the Hetero Defendants' Valsartan.

### 12. How do I exclude myself?

If you want to keep your right, if any, to separately sue the Hetero 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 valsartan you purchased, if available, however this is not a requirement for exclusion.

Questions Call 1-866-875-9644 or visit [www.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com)

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

Hetero Settlement Administrator  
ATTN: Exclusion Request  
P o x 3376  
aton Rouge, LA 70821

You may also email a scanned copy of your signed exclusion request form to [info@ValsartanMedicationSettlement.com](mailto:info@ValsartanMedicationSettlement.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.

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 Hetero Defendants and (3) you may present any claims you have against the Hetero 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 who actually submitted the exclusion.

### **13. If I do not exclude myself, can I still sue the Hetero 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 Hetero 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 Hetero 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

For questions Call 1-866-875-9644 or visit [www.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com)

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:
<p>John R. Davis                      Slack Davis Sanger, LLP                      6001 Gold Ruler Way 100                      Austin, TX 78746</p> <p>Ruben Honik                      Honik Law                      1515 Market Street, Ste. 110                      Philadelphia, PA 19102</p> <p>Conlee S. Whiteley                      Kanner &amp; Whiteley, LLC                      701 Camp Street                      New Orleans, LA 70130</p>	<p>Gregory P. Hansel                      Preti Flaherty Peliveau &amp;                      Pachios, Chartered, LLP                      Portland, ME 04112-9546</p> <p>Jorge A. Mestre                      Rivero Mestre LLP                      2525 Ponce De Leon Blvd.                      Ste. 1000                      Miami, FL 33134</p>	<p>Eric Abraham                      Hill Wallack, LLP                      21 Roszel Road                      Princeton, New Jersey 08540</p> <p>Terry M. Henry, Esq.                      Frank Rome, LLP                      One Logan Square                      130 North 18th Street                      Philadelphia, Pennsylvania                      19103</p> <p>Andrew F. Albero                      Lewis Brisbois                      550 E. Swedesford Road, Suite                      270                      Wayne, PA 19087</p>

Your objection must include:

- Your full name, current address, and telephone number
- the identification of the at issue Valsartan 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

Questions Call 1-866-875-9644 or visit [www.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com)

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 Hetero 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 Hetero 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 Hetero Valsartan 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.

**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

uestions Call 1-866-875-9644 or visit [www.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com)

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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.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**

### **20. 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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com). You may contact the Settlement Administrator by email at [info@ValsartanMedicationSettlement.com](mailto:info@ValsartanMedicationSettlement.com), by phone at 1-866-875-9644 or by mail at:

Hetero 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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.com)

## Exhibit I: TPP Long Form Notice

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**Third Party Payor Class Action Settlement Notice – Hetero Settlement**

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The Settlement resolves claims that Hetero Defendants violated state laws by manufacturing, distributing, selling and/or dispensing Valsartan or Valsartan containing drugs (“VCDs”) that were contaminated with probable human carcinogens in the form of N-nitrosodimethylamine (“NDMA”), causing economic losses to the class.

The Hetero Defendants have denied any wrongdoing, have denied that the amounts of NDMA or NDEA in the Valsartan and VCDs 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 Hetero Defendants did anything wrong or whether the Plaintiffs’ claims have merit. This Settlement of Valsartan economic loss claims does not include or affect any other claims against the Hetero 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 Irbesartan.

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
<b>SUBMIT A CLAIM</b>	To receive a Settlement payment, you must submit a Claim Form. You can submit your Claim online at the Settlement website <a href="http://www.TPP.ValsartanMedicationSettlement.com">www.TPP.ValsartanMedicationSettlement.com</a> 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.	<b>[CLAIM DEADLINE]</b>

<b>DO NOTHING</b>	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 Hetero Defendants about the issues in this case.	<b>NO DEADLINE</b>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	Excluding yourself from the Settlement is the only option that allows you to pursue your own claims against one or more Hetero 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.	<b>[EXCLUSION DEADLINE]</b>
<b>OBJECT TO THE SETTLEMENT</b>	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 Hetero 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.	<b>[OBJECTION DEADLINE]</b>

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 \_\_\_\_\_, Case No. 1:19-md-02875. 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 Hetero Defendants’ sale of Valsartan between May 1, 2018 and July 31, 2018, and does not involve Losartan or Irbesartan.

**2. What is the Settlement about?**

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

uestions Call 1-866-875-9644 or visit [www.TPP.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.com)

carcinogens in the form of NDMA. Hetero Defendants deny all allegations of fault, wrongdoing, or liability made in the Lawsuit, have denied that the amounts of NDMA in the Valsartan and VCDs 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.” The 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 MSP Recovery Claims, Series LLC (“MSPRC”) and Maine Automobile Dealers Insurance Trust (“MADA”) (“TPP Plaintiffs”) and Leland Childner, Veronica Longwell, Peter ‘rien, Mark Hays, and James Childs (“Consumer Plaintiffs”). In this Settlement, the Hetero Defendants are Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (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 paid any amount of money for retail purchases of Valsartan finished drug formulations utilizing Hetero Process III Valsartan active pharmaceutical ingredient (“API”) which was sold between May 1, 2018 to July 31, 2018.

### **5. Are there exceptions to being a Class Member?**

Yes. Excluded from the Settlement Class are: (a) Hetero Defendants and affiliated entities and their employees, officers, directors, and agents (b) Hetero Defendants’ assigns, and successors (c) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans (d) Pharmacy Benefit Managers (“P Ms”) (e) Any judge or magistrate presiding over this action, and members of their families (f) Plaintiffs’ counsel of record (g) Any personal injury plaintiff or claimant and, (h) All persons 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.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.com) and answer a few simple questions. You can also call 1-866-875-9644 or email [info\\_ValsartanMedicationSettlement.com](mailto:info_ValsartanMedicationSettlement.com) for more information.

Questions Call 1-866-875-9644 or visit [www.TPP.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.com)

## **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 Hetero Defendants, and the dismissal of the settled part of the Lawsuit with prejudice, the Hetero Defendants agree to provide the following consideration to the Settlement Class: Hetero Defendants will pay \$11,365,489.80. The Hetero Defendants will also be responsible for all costs of settlement notice and administration.

The net Hetero Economic Loss Class Settlement fund (“the Fund”) available for distribution to the Settlement Class, after deduction of any attorneys’ fees, litigation expenses, and class representative service awards that may be ordered by the Court, shall be first allocated between consumers (described in a separate notice) up to a maximum of 40% and remaining (expected 60%) to third-party payors allocation to individual class members as follows:

**For Third-Party Payors:** After a determination of the total fund to be allocated to Third-Party Payors, 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.

### **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 Hetero Process III Valsartan 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 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.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.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. 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. 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

uestions Call 1-866-875-9644 or visit [www.TPP.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.com)

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 Hetero Defendants for economic losses related to the Hetero Defendants' Valsartan. **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 Hetero Defendants for claimed economic losses related to the Hetero Defendants' Valsartan.

#### **12. How do I exclude myself?**

If you want to keep your right, if any, to separately sue the Hetero 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 at issue valsartan purchased by the Settlement Class Member, the amount of valsartan purchased by the Settlement Class Member, the price paid for the valsartan, and the date(s) of purchase 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.

Questions Call 1-866-875-9644 or visit [www.TPP.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.com)

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

Hetero Settlement Administrator  
ATTN: Exclusion Request  
P o x 3376  
aton Rouge, LA 70821

You may also email a scanned copy of your signed exclusion request form to [info@ValsartanMedicationSettlement.com](mailto:info@ValsartanMedicationSettlement.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.

y 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 Hetero Defendants and (3) you may present any claims you have against the Hetero 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 Hetero 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 Hetero 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 Hetero 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:

uestions Call 1-866-875-9644 or visit [www.TPP.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.com)

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:
<p>John R. Davis                      Slack Davis Sanger, LLP                      6001 Old Ruler Way 100                      Austin, TX 78746</p> <p>Ruben Honik                      Honik Law                      1515 Market Street, Ste. 110                      Philadelphia, PA 19102</p> <p>Conlee S. Whiteley                      Kanner &amp; Whiteley, LLC                      701 Camp Street                      New Orleans, LA 70130</p>	<p>Gregory P. Hansel                      Preti Flaherty Geliveau &amp;                      Pachios, Chartered, LLP                      P.O. Box 9546                      Portland City Center                      Portland, ME 04112-9546</p> <p>Jorge A. Mestre                      Rivero Mestre LLP                      2525 Ponce De Leon Blvd.                      Ste. 1000                      Miami, FL 33134</p>	<p>Eric Abraham                      Hill Wallack, LLP                      21 Roszel Road                      Princeton, New Jersey 08540</p> <p>Terry M. Henry, Esq.                      Frank Rome, LLP                      One Logan Square                      130 North 18th Street                      Philadelphia, Pennsylvania                      19103</p> <p>Andrew F. Alberio                      Lewis Brisbois                      550 E. Swedesford Road, Suite                      270                      Wayne, PA 19087</p>

Your objection must include:

- Your full name, current address, and telephone number
- the identification of the at issue Valsartan 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

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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 Hetero 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 Hetero 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.

Third-Party Payor Class Counsel

Gregory P. Hansel, Esq., Preti Flaherty Meliveau & Pachios, Chartered, LLP  
Jorge A. Mestre, Esq., Rivero Mestre 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 related to the Hetero Valsartan 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

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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.ValsartanMedicationSettlement.com](http://www.ValsartanMedicationSettlement.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**

### **20. 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.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.com). You may contact the Settlement Administrator by email at [info@ValsartanMedicationSettlement.com](mailto:info@ValsartanMedicationSettlement.com), by phone at 1-866-875-9644 or by mail at:

Hetero 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.TPP.ValsartanMedicationSettlement.com](http://www.TPP.ValsartanMedicationSettlement.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:**

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

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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

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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**

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

**[PROPOSED] ORDER GRANTING PLAINTIFFS’  
MOTION FOR PRELIMINARY APPROVAL OF HETERO  
VALSARTAN ECONOMIC LOSS CLASS ACTION SETTLEMENT**

WHEREAS, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs MSP Recovery Claims, Series LLC and Maine Automobile Dealers Insurance Trust (“TPP Plaintiffs”) and Plaintiffs Leland Gildner, Veronica Longwell, Peter O’Brien, Mark Hays, and James Childs (“Consumer Plaintiffs”), (collectively “Plaintiffs” or “Representative Plaintiffs”), individually and as representatives of the Class, and Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (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), (“Hetero Defendants”) (Plaintiffs and Hetero

Defendants are collectively referred to as the “Parties”) seek entry of an order preliminarily approving the settlement of this action pursuant to the Settlement Agreement fully executed on February 19, 2025 (the “Settlement Agreement” or “Agreement”), which, together with its attached exhibits, sets forth the terms and conditions for the proposed Settlement of the Action and dismissal of the Action with prejudice; and

WHEREAS, the Court having read and considered the Agreement and its exhibits, 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, Hetero 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 in the United States and its territories and possessions who paid any amount of money for retail purchases of valsartan finished drug formulations manufactured utilizing Hetero Process III Valsartan API (the “Process III Valsartan”) from May 1, 2018 to July 31, 2018.

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 sales by the Hetero Defendants of the Process III Valsartan.

This Class does not encompass any claims for medical monitoring or personal injury

related to purchase or use of Hetero Process III Valsartan, or any claims related to the purchase or use of Hetero Losartan, which claims are expressly excluded.

6. Persons excluded from the Class are: (a) Hetero Defendants and affiliated entities and their employees, officers, directors, and agents; (b) Hetero Defendants' assigns, and successors; (c) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (d) Pharmacy Benefit Managers ("PBMs"); (e) Any judge or magistrate presiding over this action, and members of their families; (f) Plaintiffs' counsel of record; (g) Any personal injury plaintiff or claimant; and, (h) All persons 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 Ruben Honik, Esq., Honik Law, Conlee S. Whiteley, Esq., Kanner & Whiteley, LLP and John R. Davis, Esq., Slack Davis Sanger LLP, and TPP class counsel Jorge A. Mestre, Esq., Rivero Mestre LLP, and Gregory P. Hansel, Esq., Preti Flaherty Beliveau & Pachios, Chartered, 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 Plaintiffs MSP Recovery Claims, Series LLC and Maine Automobile Dealers Insurance Trust (“TPP Plaintiffs”) and Plaintiffs Leland Gildner, Veronica Longwell, Peter O’Brien, Mark Hays, and James Childs (“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 set forth 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 sixty (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 any applicable Court Orders.

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 posted on the settlement website, to Settlement Administrator at the address specified in the Notice by the date specified in the Preliminary Approval Order 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 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 Final Order and Judgment.

14. If a Settlement Class Member wishes to be excluded from the Settlement Class, the Settlement Class Member's written Request for Exclusion must be submitted on the settlement website or sent to the specified address and shall state in writing:

a. for consumers, the Settlement Class Member's full name, current address and telephone number, and if possible, identification of the at-issue

valsartan 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 at issue valsartan purchased by the Settlement Class Member, (iv) the amount of valsartan purchased by the Settlement Class Member, (v) the price paid for the valsartan 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 valsartan purchased by the objector, including the amount of valsartan 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 shall 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 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 after the dissemination of notice 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 Defendant 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 Defendant 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 the economic loss claims against Hetero Defendants arising from the sale of Hetero Valsartan only, except those contemplated by this Order or in the Settlement Agreement, are hereby STAYED.

**IT IS SO ORDERED on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

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HONORABLE RENÉE M. BUMB  
UNITED STATES DISTRICT JUDGE

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

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

**[PROPOSED] ORDER GRANTING PLAINTIFFS’  
MOTION FOR FINAL APPROVAL OF HETERO  
VALSARTAN ECONOMIC LOSS CLASS ACTION SETTLEMENT**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and in accordance with the terms of the Settlement Agreement dated February 19, 2025, (the “Settlement Agreement” or “Agreement”), Plaintiffs MSP Recovery Claims, Series LLC and Maine Automobile Dealers Insurance Trust (“TPP Plaintiffs”) and Plaintiffs Leland Gildner, Veronica Longwell, Peter O’Brien, Mark Hays, and James Childs (“Consumer Plaintiffs”), (collectively “Plaintiffs” or “Representative Plaintiffs”), individually and as representatives of the Class, and Hetero Drugs, Ltd., Hetero Labs Ltd., Hetero USA, Inc., and Camber Pharmaceuticals, Inc. (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), (“Hetero Defendants”) (Plaintiffs and Hetero Defendants are collectively referred to as the “Parties”), it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. This Final Judgment and Order of Dismissal 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. On \_\_\_\_\_, 2025, the Court issued an Order on Plaintiffs’ motion for preliminary approval certifying provisionally the following class:

All individuals and third-party payors in the United States and its territories and possessions who paid any amount of money for retail purchases of valsartan finished drug formulations manufactured utilizing Hetero Process III Valsartan API (the “Process III Valsartan”) from May 1, 2018 to July 31, 2018.

[D.E. \_\_\_\_]. This 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 sales by the Hetero Defendants of the Process III Valsartan. This Class does not encompass any claims for medical monitoring or personal injury related to purchase or use of Hetero Process III Valsartan, or any claims related to purchase or use of Hetero Losartan, which claims are expressly excluded.

3. Persons excluded from the Class are: (a) Hetero Defendants and affiliated entities and their employees, officers, directors, and agents; (b) Hetero

Defendants' assigns, and successors; (c) All federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (d) Pharmacy Benefit Managers ("PBMs"); (e) Any judge or magistrate presiding over this action, and members of their families; (f) Plaintiffs' counsel of record; (g) Any personal injury plaintiff or claimant; and, (h) All persons who properly execute and file a timely request for exclusion from any Court-approved class.

4. The Court previously appointed Named Plaintiffs MSP Recovery Claims, Series LLC and Maine Automobile Dealers Insurance Trust and Plaintiffs Leland Gildner, Veronica Longwell, Peter O'Brien, Mark Hays, and James Childs to serve as Class Representatives on behalf of the Settlement Class.

5. In the same order, the Court appointed consumer class counsel Ruben Honik, Esq., Honik Law, Conlee S. Whiteley, Esq., Kanner & Whiteley, LLP and John R. Davis, Esq., Slack Davis Sanger LLP, and TPP class counsel Jorge A. Mestre, Esq., Rivero Mestre LLP, and Gregory P. Hansel, Esq., Preti Flaherty Beliveau & Pachios, Chartered, LLP, as Class Counsel, for the consumer and TPP classes respectively, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are satisfied by this appointment.

6. This Court has jurisdiction over this litigation, Representative Plaintiffs, all Settlement Class Members, Hetero Defendants, and any party to any agreement that is part of or related to the Settlement.

7. The Notice of Settlement approved by the Court on \_\_\_\_\_, 2025 [D.E. \_], was provided to the Settlement Class Members by emailing, texting and mailing of the Class Notice, supplemented by publication notice, substantially in the manner and form as ordered by the Court. Pursuant to and in accordance with Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the Notice provided to the Settlement Class Members, constitutes due and adequate notice of the Settlement, the Settlement Agreement, these proceedings and the rights of the Settlement Class Members to object to the Settlement, that the notice constituted the best notice practicable under the circumstances, and was sufficient to meet the standards of due process.

8. Settlement Class Members having had due and adequate notice of the proceedings and a full opportunity offered to them to participate in the \_[date]\_ Fairness Hearing, it is hereby determined that all Settlement Class Members are bound by this Order and Final Judgment based on the findings herein.

9. 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.

10. 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 Representative Plaintiffs, their counsel, or any subgroup of the Settlement Class, and has no obvious deficiencies.

11. The Settlement Class is ascertainable and so numerous that joinder of all members is impracticable. The Settlement Class consists of thousands of class members, and the Settlement Class Members have been determined by objective means.

12. There are questions of law or fact common to the Settlement Class and the claims of the proposed Class Representatives are typical of the claims of the Settlement Class Members. The proposed Class Representatives and each member of the Settlement Class are alleged to have suffered the same injury caused by the same course of conduct. Representative Plaintiffs have fairly and adequately represented and protected the interests of the Settlement Class. Representative Plaintiffs are members of the Settlement Class. Neither Plaintiffs nor Class Counsel

have any conflicts of interest with the Settlement Class Members, and Class Counsel have demonstrated that they have adequately represented the Settlement Class.

13. The questions of law or fact common to the members of the Settlement Class predominate over any questions affecting only individual members. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, as the Settlement substantially benefits both the litigants and the Court, and there are few manageability issues, as settlement is proposed rather than a further trial.

14. Pursuant to Federal Rule of Civil Procedure 23(e), the Settlement Agreement is, in all respects, fair, reasonable, and adequate, and is in the best interests of all Settlement Class Members, taking into account the following factors which, in balance, greatly favor class certification and final approval: (1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the Settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of Defendant to withstand a greater judgment; (8) the range of reasonableness of the Settlement in light of the best possible recovery; and (9) the range of reasonableness of the Settlement to a possible recovery in light of all the attendant risks of litigation. *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975).

15. The Court has held a hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement.

16. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby approves the Settlement and finds that the Settlement is in all respects, fair, reasonable and adequate to Settlement Class Members and in their best interests. Accordingly, the Settlement shall be consummated in accordance with the terms of the Settlement Agreement.

17. The Court hereby approves the allocation of the Settlement funds as set forth in the Settlement Agreement as proposed by Class Counsel.

18. All economic loss claims arising from the sale of Hetero Process III valsartan against the Hetero Defendants in *In re Valsartan, Losartan, Irbesartan Products Liability Litigation*, Case No. 1:19-md-02875 (MDL No. 2875) as defined and limited in the Settlement Agreement are hereby dismissed with prejudice, and without costs (other than as provided herein.).

19. Upon the Settlement Agreement becoming final in accordance with its terms, Representative Plaintiffs and all Settlement Class Members (on behalf of themselves and their respective past, present and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, and general or limited partners, as well as their past, present, and future respective officers, directors, employees, trustees, insurers, agents, associates, attorneys, and any other representatives thereof,

and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing), on their own behalf and as assignee or representative of any other entity, unconditionally, knowingly, and voluntarily release, remise, acquit and forever discharge the Hetero Defendants and the Released Parties from the Claims and Liabilities. (“Released Claims”).

20. Accordingly, Plaintiffs and Settlement Class Members shall not sue or otherwise seek to establish or impose liability against the Hetero Defendants or Released Parties for Released Claims, including any and all economic loss claims arising from the sale of Hetero Process III valsartan, regardless of legal theory, that was or could have been asserted in this Action or otherwise.

21. As set forth in the Settlement Agreement, notwithstanding the foregoing, Released Claims shall not include any claims for medical monitoring, personal or bodily injury or claims as to Hetero Losartan.

22. No other party other than the Hetero Defendants is intended to be or is included within the scope of release contained herein.

23. Upon the Settlement Agreement becoming final in accordance with its terms, Defendants shall release Representative Plaintiffs and all Settlement Class Members from all claims regardless of legal theory, that would have been a compulsory counter claim in this Action or otherwise. Defendants shall not sue or otherwise seek to establish or impose liability against any Plaintiffs or Settlement

Class Members, for any and all claims, regardless of legal theory, that would have been a compulsory counter claim in this Action or otherwise.

24. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement, including the administration and consummation of the Settlement, and over this Final Judgment and Order.

25. The Court finds that this Final Judgment and Order adjudicates all of the claims, rights and liabilities of the Parties to the Settlement Agreement (including Settlement Class Members) and is final and shall be immediately appealable. Neither this Order nor the Settlement Agreement nor any other Settlement-related document shall constitute evidence, admission, or concession by Defendants or any other Releasees in this or any other matter or proceeding of any kind whatsoever, civil, criminal or otherwise before any court, administrative agency, regulatory body, or any other body or authority, present or future, nor shall either the Settlement Agreement, this Order or any other Settlement-related document be offered in evidence or used for any other purpose in this or any other matter or proceeding except as may be necessary to consummate or enforce the Settlement Agreement, the terms of this Order, or if offered by any Releasee in responding to any action purporting to assert Released Claims, or if offered by any Releasor in asserting that

a claim is not a Released Claim, including because such claim is not covered by the Settlement.

**IT IS SO ORDERED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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HONORABLE RENÉE M. BUMB  
UNITED STATES DISTRICT JUDGE