UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In re LIPITOR ANTITRUST LITIGATION This Document Relates To: All End-Payor Class Actions	MDL No. 2332 Master Docket No. 3:12-cv-2389 (PGS/JBD)

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement" or "Settlement Agreement") is entered as of April 29, 2024, between A. F. of L. – A.G.C. Building Trades Welfare Plan, Mayor and City Council of Baltimore, New Mexico United Food and Commercial Workers Union's and Employers' Health and Welfare Trust Fund, Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana, Bakers Local 433 Health Fund, Fraternal Order of Police, Fort Lauderdale Lodge 31, Insurance Trust Fund, Emilie Heinle, Andrew Livezey, and Nancy Billington (collectively, "End-Payor Plaintiffs") and Pfizer Inc., Pfizer Ireland Pharmaceuticals, Warner-Lambert Company, and Warner-Lambert Company LLC (collectively, "Pfizer" and, together with End-Payor Plaintiffs, the "Parties"). This Settlement Agreement is intended to, and upon occurrence of the Effective Date (as defined in Paragraph 6 below) will, fully, finally, and forever resolve, compromise, discharge, and settle the claims of the End-Payor Plaintiffs against Pfizer in the above-captioned litigation, subject to the terms below (the "Settlement"). Nothing in this Settlement Agreement relates to or may be construed as relating to the End-Payor Plaintiffs' claims against defendants Ranbaxy Inc., Ranbaxy Laboratories Limited, and/or Ranbaxy Pharmaceuticals, Inc. (collectively, "Ranbaxy").

WHEREAS, several similar class-action complaints were filed in multiple jurisdictions on behalf of End Payors of Lipitor and/or its AB-rated generic equivalents, alleging Pfizer engaged

in an anticompetitive scheme to prevent and delay the approval and marketing of generic versions of Lipitor by (i) fraudulently obtaining a patent and wrongfully listing it in the Food and Drug Administration ("FDA") Orange Book; (ii) engaging in serial sham patent litigation; (iii) filing a sham Citizen Petition with the FDA; (iv) entering into an unlawful reverse payment "pay-for-delay" market-allocation agreement with first-filing generic manufacturer Ranbaxy; and (v) thwarting efforts to obtain judicial declarations that Lipitor patents were invalid, unenforceable, and/or would not be infringed by generic Lipitor formulations. The complaints alleged the scheme caused end payors to pay supra-competitive prices for Lipitor and its generic equivalents, in violation of state antitrust and consumer-protection laws, as well as laws pertaining to unjust enrichment;

WHEREAS, the Judicial Panel on Multidistrict Litigation centralized the End-Payor class cases in the United States District Court for the District of New Jersey (the "Court") captioned as *In re Lipitor Antitrust Litigation*, MDL No. 2332 (the "End-Payor Class Action");

WHEREAS, on August 10, 2012, the Court appointed Co-Lead Counsel and an Executive Committee to lead the prosecution of the end-payor claims;

WHEREAS, the End-Payor class cases proceeded on a consolidated basis through the filing of a single complaint and subsequent amended complaints seeking relief on behalf of all end payors in the various states;

WHEREAS, the End-Payor Plaintiffs moved for certification of two classes (the "End-Payor Classes") on June 20, 2023, which motion is currently pending; and

WHEREAS, Pfizer denies all of End-Payor Plaintiffs' allegations, has not conceded or admitted any liability, has not conceded or admitted the propriety of certification of any class for any purposes other than settlement, has not conceded that any conduct challenged by End-Payor

Plaintiffs caused any damage at all, and has asserted a number of purported defenses to End-Payor Plaintiffs' claims;

WHEREAS, Co-Lead Counsel for the End-Payor Plaintiffs have concluded, after extensive fact discovery and investigation, as well as consultation with experts, and after carefully considering the circumstances of the End-Payor Class Action, including the claims asserted and the possible legal and factual defenses thereto, that it would be in the best interests of the End-Payor Plaintiffs to enter into this Settlement Agreement to avoid the uncertainties of litigation, particularly complex litigation such as this, and to ensure a benefit to the End-Payor Classes, and, further, that Co-Lead Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate compensation, and in the best interests of the End-Payor Classes;

WHEREAS, End-Payor Plaintiffs and Pfizer agree that neither this Settlement Agreement nor the Settlement it embodies nor any actions taken in furtherance of either the Settlement Agreement or the Settlement shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Pfizer or of the truth of any of the claims or allegations alleged in the End-Payor Class Action, or a waiver of any defenses thereto;

WHEREAS, Pfizer has concluded, despite its belief that it is not liable for the claims asserted and that it has good defenses thereto, that it would be in its best interests to enter into this Settlement Agreement to avoid the uncertainties of litigation, and thereby avoid the risks inherent in complex litigation, and to finally put to rest the End-Payor Class Action as to Pfizer;

WHEREAS, Pfizer's counsel agree to refrain from contacting or communicating with any putative member of the End-Payor Classes, and/or attempting to effectuate any individual settlement of Released Claims (as defined in Paragraph 12(a)) with any putative member of the

End-Payor Classes, regarding the subject matter of this litigation or the settlement thereof, without first conferring with Co-Lead Counsel;

WHEREAS, Co-Lead Counsel, on behalf of the End-Payor Plaintiffs, and Pfizer have engaged in extensive arm's-length settlement negotiations over the past four years, including with the assistance of a mediator, and have reached this Settlement Agreement, subject to Court approval, which embodies all terms and conditions of the Settlement between Pfizer and the End-Payor Plaintiffs.

NOW THEREFORE, it is agreed by the undersigned, on behalf of Pfizer and the End-Payor Plaintiffs, that all claims of the End-Payor Plaintiffs and the End-Payor Classes against Pfizer be settled, compromised, and dismissed with prejudice and, except as hereinafter provided, without costs as to Pfizer or End-Payor Plaintiffs, subject to the approval of the Court, on the following terms and conditions:

1. Settlement on behalf of the End-Payor Plaintiffs and the End-Payor Classes.

This settlement is on behalf of the members of two classes of End Payors ("Class Members") under the antitrust and consumer protection laws of Arizona, California, Washington, D.C., Florida, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, West Virginia, and Wisconsin (the "Class States"):

A) The "Third-Party Payor ("TPP") Class":

> All entities that, for consumption by their members, employees, insureds, participants, or beneficiaries, purchased, paid, and/or provided reimbursement for some or all of the purchase price of branded Lipitor or generic atorvastatin calcium, in the Class States, other than for resale, at any time during the period from June 28, 2011 through and until December 31, 2012.

The following entities are expressly excluded from the Proposed TPP Class:

a. Pfizer, Ranbaxy, and their subsidiaries and affiliates;

b. Federal and state governmental entities;

c. Medicare Part D Plans; and

d. Medicaid Plans.

B) The "Consumer Class":

For the Total Generic Exclusion Period of June 28, 2011 through November 29, 2011: All individuals who purchased, paid, and/or provided reimbursement for some or all of the purchase price of branded Lipitor, in the Class States, without the use of a Pfizer co-pay card.

For the Generic Overcharge Period of November 30, 2011 through December 31, 2012: All individuals who purchased, paid, and/or provided reimbursement for some or all of the purchase price of generic atorvastatin calcium, in the Class States.

The following individuals are expressly excluded from the Consumer Class:

a. Judges assigned to this case and their chambers' staff and any members of the judges' or chambers' staff's immediate family;

b. Pfizer's and Ranbaxy's officers, directors, and employees;

c. Individuals who only purchased through a Medicare Part D or Medicaid Plan;

d. Individuals who only purchased branded Lipitor after November 30, 2011 and did not purchase generic atorvastatin calcium; and

e. Any "flat copay" consumers who purchased Lipitor only via a fixed dollar copayment that did not vary on the basis of the drug's status as brand or generic.

2. <u>Reasonable Best Efforts to Carry Out this Settlement.</u>

Co-Lead Counsel for the End-Payor Plaintiffs and Pfizer agree to support approval of this Settlement Agreement before the Court and to undertake their reasonable best efforts, including undertaking all actions contemplated by and any steps necessary to effectuate this Settlement Agreement, to carry out the terms of this Settlement Agreement, and to secure the prompt, complete, and final dismissal with prejudice of all claims against Pfizer in the End-Payor Class Action. This includes Pfizer serving notice on those entities required to receive notice under 28

U.S.C. § 1715.

3. Motion for Preliminary Approval of the Settlement.

Within fourteen (14) days of the execution of this Settlement Agreement, End-Payor Plaintiffs shall file with the Court an unopposed motion for preliminary approval of the Settlement. That motion shall request the entry of a preliminary approval order substantially in the form of Exhibit A hereto (the "Preliminary Approval Order"), providing for: (i) the preliminary approval of the Settlement set forth in this Settlement Agreement because it is in the range of what is fair, reasonable, and adequate, and in the best interests of the End-Payor Classes; (ii) preliminary approval of the plan for allocation of the Settlement Fund ("Allocation Plan"); (iii) approval of the notice and proposed notice plan; (iv) a schedule for providing Pfizer and the Court with a complete list of any End Payors who opt out or seek exclusion from the End-Payor Classes and for a hearing by the Court after the notice period has expired to approve the Settlement and to consider Co-Lead Counsel's applications for attorneys' fees, reimbursement of costs and expenses, and service awards as set forth in this Settlement Agreement ("Fairness Hearing"); (v) a stay of all proceedings in the End-Payor Class Action against Pfizer until such time as the Court renders a final decision regarding approval of the Settlement; (vi) certification of the End-Payor Classes, as defined in Paragraph 1, for purposes of settlement; (vii) appointment of a notice and claims administrator; and (viii) appointment of an escrow agent. After the Court preliminarily approves the Settlement, End-Payor Plaintiffs shall, in accordance with the Preliminary Approval Order, provide End-Payor Class members with notice of the Settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure substantially in the form approved by the Court. Co-Lead Counsel will recommend notice to the Classes according to the notice plan submitted by the claims and notice administrator, which shall provide for the best notice practicable to the Classes, including notice by publication to consumers and individual notice to third-party payor Class Members who can be identified with

reasonable effort.

4. Class Certification.

End-Payor Plaintiffs shall seek Court certification of the End-Payor Classes for purposes of the proposed Settlement, concurrently with their motion for preliminary approval. Pfizer will not oppose certification of the End-Payor Classes in connection with the proposed Settlement. Neither this Settlement Agreement nor any other Settlement-related document shall constitute, be construed as, or be deemed to be evidence of an admission or concession by Pfizer as to whether any class, in this case or others, may be certified for purposes of litigation and trial.

5. Motion for Final Approval and Entry of Final Judgment.

If the Court certifies the End-Payor Classes for purposes of settlement and preliminarily approves the Settlement, End-Payor Plaintiffs shall submit a motion for final approval of this Settlement by the Court, after appropriate notice to the End-Payor Classes, and shall seek entry of a "Final Judgment and Order" substantially in the form preliminarily approved by the Court, with any necessary additional findings of fact and conclusions of law:

a. finding this Settlement Agreement and its terms to be fair, reasonable, and adequate as to End-Payor Plaintiffs and the members of the End-Payor Classes within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation pursuant to the terms of the Settlement Agreement;

b. providing for payment of reasonable attorneys' fees and, in addition to reasonable attorneys' fees, reimbursement of the costs and expenses from the Settlement Fund (as defined in Paragraph 7);

c. providing for payment solely from the Settlement Fund of service awards to the named End-Payor Plaintiffs (in addition to whatever monies they will receive from the Net Settlement Fund pursuant to a Court-approved Allocation Plan);

d. directing that upon the Effective Date, the End-Payor Class Action be dismissed as to Pfizer with prejudice;

e. reserving exclusive jurisdiction over the Settlement and this Settlement Agreement, including the provisions of this Paragraph 5, the administration and consummation of this Settlement, the award of attorneys' fees and reimbursement of costs and expenses, and the payment of service awards to each of the named End-Payor Plaintiffs, if allowed by the Court; and

f. directing that the judgment of dismissal of the End-Payor Class Action against Pfizer shall be final and appealable pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, there being no just reason for delay.

6. Finality of Settlement.

This Settlement Agreement shall become final upon the occurrence of the following (the "Effective Date"):

a. neither Pfizer nor End-Payor Plaintiffs have availed themselves of their respective rights to cancel and terminate the Settlement under Paragraphs 15 or 17 hereof;

b. the Settlement is approved by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

c. entry, as provided for in Paragraph 5 herein, is made of the Final Judgment and Order; and

d. the time for appeal from the District Court's approval of this Settlement as described in subparagraph 6(b) hereof and entry of the Final Judgment and Order as described in subparagraph 6(c) hereof has expired or, if appealed, either such appeal has been dismissed before resolution by the appellate court or approval of this Settlement and the Final Judgment and Order has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

7. Settlement Fund.

The "Settlement Fund Amount" shall be thirty-five million dollars and no/100 ($35,000,000.00). Subject to the terms and conditions of this Settlement Agreement and an escrow agreement to be entered into by Class Counsel, within twenty (20) business days after the District Court grants preliminary approval to the Settlement, and provided that Co-Lead Counsel notifies Pfizer of the establishment and identity of the Escrow Account within fourteen (14) calendar days before said payment is due, Pfizer shall deposit the Settlement Fund Amount into the Escrow Account held and administered by The Huntington National Bank (the "Escrow Agent"). Should Co-Lead Counsel fail to notify Pfizer of the establishment and identity of the Escrow Account within fourteen (14) calendar days before said payment is due, Pfizer shall deposit the Settlement Fund Amount into the Escrow Account within fourteen (14) calendar days of receiving such notification. The Settlement Fund Amount deposited by Pfizer into the Escrow Account and any accrued interest or earnings after deposit shall become part of and shall be referred to as the "Settlement Fund." Except as provided for in Paragraphs 10 and 11, no disbursements shall be made to End-Payor Plaintiffs or members of the End-Payor Classes until the Effective Date. The Settlement Fund shall be used solely for the benefit of the End-Payor Classes, which does not include those who opt out of those Classes. Once the above payments are made, as well as any payments under Paragraph 18 below, Pfizer and the Released Parties (as defined in Paragraph 12) shall have no further monetary obligations of any kind to End-Payor Plaintiffs, members of the End-Payor Classes, or Co-Lead Counsel under the terms and conditions of the Settlement. Pfizer and the Released Parties shall have no responsibility for, interest in, or any liability with respect to the investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent. Pfizer and the Released Parties shall have no responsibility for, interest in, or liability whatsoever for any aspect of the Allocation Plan or the implementation of that Plan. The

Escrow Agent shall not distribute the Settlement Fund except as provided in the Settlement Agreement, or by an order of the Court.

8. Qualified Settlement Fund.

The Parties agree to treat the Settlement Fund as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-l, and to that end, the Parties shall cooperate and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Co-Lead Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 8, including the relation-back election (as defined in Treas. Reg. § 1.468B-lG)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Co-Lead Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner consistent with the Settlement Fund being a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-l. Co-Lead Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Funds (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Pfizer and the Released Parties shall not be responsible for, and shall have no liability with respect to, the filing or payment of any taxes, interest, penalties, costs, distributions, or expenses connected to the Settlement Fund.

9. Full Satisfaction; Limitation of Interest and Liability.

Members of the End-Payor Classes shall look solely to the Settlement Fund for settlement and satisfaction against Pfizer of any and all Released Claims as defined in Paragraph 12 herein,

including any costs, fees, or expenses of any of the End-Payor Plaintiffs or their attorneys, experts, advisors, agents, and representatives, including with respect to the negotiation, execution, and performance of their obligations under this Settlement Agreement. In the event the Settlement becomes final pursuant to Paragraph 6 herein, the Settlement Fund will fully satisfy all Released Claims as defined in Paragraph 12 herein. Except as provided by order of the Court, no member of the End-Payor Classes shall have any interest in the Settlement Fund, or any portion thereof. Pfizer and the Released Parties shall not be responsible for, and shall have no liability with respect to, disbursements from the Settlement Fund pursuant to any Court-approved Allocation Plan.

10. Reimbursement of Settlement Administration Costs and Expenses.

End-Payor Plaintiffs and Co-Lead Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all costs, fees, and expenses relating to the administration of this Settlement, including, but not limited to, the costs of notice of this Settlement to End-Payor Class members, administration of the Settlement Fund, escrow administration, and taxes. Pfizer and the Released Parties shall not otherwise be responsible for, and shall have no liability with respect to, any costs, fees, or expenses of any of End-Payor Plaintiffs' respective attorneys, experts, advisors, agents, and representatives relating to Settlement administration, or for any costs, fees, or expenses for notice (other than the notice Pfizer is required by the Class Action Fairness Act to send to the states' attorneys general), Settlement administration, or other costs of implementing this Settlement. All such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund. Once Preliminary Approval is obtained, and prior to the Effective Date, Co-Lead Counsel may, without an order of Court so directing, withdraw up to two million dollars and no/100 ($2,000,000.00) for notice and notice-related expenses, and no amount paid for notice or needed to pay accrued expenses shall be refundable to Pfizer in the event this Settlement Agreement is terminated or does not become effective.

11. Attorneys' Fees, Costs and Expenses, and Service Awards to the Named End-Payor Plaintiffs.

Co-Lead Counsel may seek attorneys' fees of up to 34% of the Settlement Fund (including interest thereon), plus the reimbursement of reasonable costs and expenses incurred in the prosecution of the End-Payor Class Action, and a service award for each of the named End-Payor Plaintiffs in an amount of up to $15,000. Any such attorneys' fees, expenses, costs, and service awards approved by the Court shall be payable solely out of the Settlement Fund upon the entry of an order approving Co-Lead Counsel's application, and, except as provided in Paragraph 18 of this Settlement Agreement, End-Payor Plaintiffs, members of the End-Payor Classes, and their respective counsel shall not otherwise seek payment of any attorneys' fees, expenses, costs, or service awards from Pfizer in the End-Payor Class Action. Pfizer and the Released Parties (as defined in Paragraph 12 hereof) shall not have any responsibility for, or any liability whatsoever with respect to, any payment or disbursement of attorneys' fees, expenses, costs, or service awards, any allocation of attorneys' fees, expenses, costs, or service awards among counsel and/or End-Payor Plaintiffs, or with respect to any allocation of attorneys' fees, expenses, costs, or service awards to any other person or entity who may assert any claim thereto. Co-Lead Counsel shall allocate any such fee and expense award among end-payor counsel.

12. Release and Covenant Not to Sue.

(a) Upon the occurrence of the Effective Date in accordance with Paragraph 6 hereof, and in consideration for the Settlement Fund Amount described in this Settlement Agreement, End-Payor Plaintiffs and the End-Payor Classes—except those who requested exclusion from the End-Payor Classes and whose request was approved by the Court—on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors,

successors, heirs, executors, administrators, and representatives (the "Releasing Parties"), shall release and forever discharge, and covenant not to sue Pfizer and its respective past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, general partners, limited partners, officers, directors, management, supervisory boards, insurers, employees, agents, servants, trustees, associates, attorneys, and any of their legal representatives (and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing) (the "Released Parties"), with respect to any and all past, present, or future liabilities, claims, demands, obligations, suits, damages, penalties, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether class, individual, or otherwise in nature, and whether known or unknown, arising out of or relating to any conduct, events, or transactions, prior to the date of preliminary approval of this Settlement Agreement, (a) alleged, or which reasonably could have been alleged, in the End-Payor Class Action concerning the alleged anticompetitive scheme to prevent and delay approval and market entry of AB-rated generic equivalents of Lipitor, or (b) concerning end-payor purchases of Lipitor and/or its AB-rated generic equivalents in the Class States and arising under the Sherman Act, 15 U.S.C. §§ 1 & 2, *et seq.*, or any other federal or state statute or common-law doctrine relating to antitrust or consumer protection (collectively, the "Released Claims"). Upon the Effective Date, the Releasing Parties will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any forum whatsoever, including any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against the Released Parties.

(b) In addition, End-Payor Plaintiffs, on behalf of themselves and all other Releasing Parties, hereby expressly waive, release, and forever discharge, upon the Settlement

becoming final, any provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which reads:

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

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. The Releasing Parties may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Paragraph 12, but each Releasing Party hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon this Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

(c) Reservation of Claims. The Releasing Parties intend by this Settlement Agreement to release only Pfizer and the Released Parties with respect to the Released Claims. The Releasing Parties specifically do not intend this Settlement Agreement, or any part hereof or any other aspect of the proposed Settlement Agreement, to compromise or otherwise affect in any way any rights the Releasing Parties have or may have against any other person, firm, association, entity, company, or corporation whatsoever, including Ranbaxy. The release set forth in this Paragraph 12 is not intended to and shall not release any claims other than the Released Claims.

(d) This Settlement is not intended to and does not release claims arising in the ordinary course of business between the Releasing Parties and the Released Parties that are

unrelated to the allegations in the End-Payor Class Action, such as claims under Article 2 of the Uniform Commercial Code (pertaining to Sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury.

13. Claim Forms. Co-Lead Counsel will ensure that each claim form contains a copy of the release set forth in paragraph 12 hereof. A claim form shall be signed, electronically or physically, by each member of the End-Payor Classes or their authorized representative as a precondition to receiving any portion of the Settlement Fund.

14. Stay of Proceedings.

Pending Court approval of the Settlement embodied in this Settlement Agreement, the Parties agree to stay all proceedings against Pfizer in the End-Payor Class Action other than those incident to the settlement process and agree to extensions of time with respect to any court filings necessary to effectuate such stays.

15. Effect of Disapproval or Material Modification.

If the Court (i) does not enter the Final Judgment and Order in substantially the form provided for in this Settlement Agreement or, as a result of objections to the proposed Settlement Agreement or otherwise, there is material modification to the terms of the Settlement; or (ii) enters the Final Judgment and Order and appellate review is sought, and on such review, the Final Judgment and Order is set aside or the Settlement is affirmed with material modification, then this Settlement Agreement and the Settlement shall be terminated immediately upon the election of either Pfizer or Co-Lead Counsel by providing written notice to the Parties designated to receive such notice hereunder in accordance with Paragraph 24 hereof within ten (10) business days following the occurrence of any such event. An Order by the Court awarding attorneys' fees, costs, expenses, and/or service awards from the Settlement Fund in any amount lower than requested by Co-Lead Counsel shall not be deemed a material modification of all or a part of the terms of this

Settlement Agreement or the Final Judgment and Order and shall not give rise to any right of termination. A modification or reversal on appeal of any amount of Co-Lead Counsel's costs and expenses awarded by the Court from the Settlement Fund shall not be deemed a material modification of all or a part of the terms of this Settlement Agreement or the Final Judgment and Order and shall not give rise to any right of termination.

16. Opt-Outs.

The Class Notice plan shall provide that any End-Payor Class Member's request for exclusion or "opt-out" shall be in writing and shall be signed by the member of the Class who is opting out, or by its, his, or her authorized representative. End-Payor Class members shall not be permitted to exclude other End-Payor Class members. Moreover, group or class-wide exclusions shall not be permitted. Any request for exclusion by a purported authorized agent or representative of an End-Payor Class Member must be accompanied by proof of the representative's legal authority and authorization to act and request exclusion on behalf of each End-Payor Class Member they seek to opt out. In addition, third-party payors seeking exclusion must submit with their opt-out request all data reflecting their purchases of, and payments for, brand and generic Lipitor to enable the Parties to make a full assessment in connection with the Opt-Out Threshold referred to in the following paragraph 17. Consumer identities shall not be made public as part of the exclusion process. Identifying information shall be kept confidential and, absent a consumer's consent, Co-Lead Counsel shall file under seal any opt-out requests.

17. Opt-Out Threshold.

As set forth in a separate Confidential Supplement to this Settlement Agreement, between counsel for Pfizer and End-Payor Plaintiffs ("Confidential Supplement"), Pfizer shall have the discretion to terminate the Settlement if a threshold percentage of potential members of the Class

exclude themselves as provided in paragraph 16. The Confidential Supplement will be provided to the Court, *in camera*, upon request.

18. Set-Aside Fund.

In the event Pfizer resolves the claims of any third-party payors who opt out of the TPP Class, Pfizer shall, contemporaneously with the date on which Pfizer makes payment pursuant to any such settlement agreement, place into an interest-bearing escrow account to be established by Co-Lead Counsel (the "Set-Aside Fund"), 15% of the amount of the settlement with the member(s) or opt out(s) (the "Set-Aside Fund Amount"). The End-Payor Plaintiffs intend for this amount to cover a portion of Co-Lead Counsel's attorneys' fees, costs, and expenses, and plan to file a motion requesting that the Court award some or all the Set-Aside Fund Amount to Co-Lead Counsel as attorneys' fees, costs, and expenses. Any such sum awarded by the Court shall be in addition to any attorneys' fees, costs, and expenses awarded in this Action or under other provisions of this Settlement. Pfizer shall inform Co-Lead Counsel of the amount of any offers made to, and accepted by, third-party payor opt-outs of the TPP Class within five (5) days of the acceptance of the offer. The amount of any such attorneys' fees, costs, and expenses awarded to Class Counsel from the Set-Aside Fund shall be determined by the Court. Any Set-Aside Funds, including interest accrued in the Set-Aside Fund, not awarded to Class Counsel shall be returned to the Pfizer.

19. Effect of Termination.

In the event the Settlement is terminated pursuant to Paragraphs 15 or 17, or for any reason does not become final in accordance with the terms of Paragraph 6 hereof, then (a) this Settlement Agreement shall be of no force or effect; (b) the Parties will be returned to the status quo that existed immediately before the date of execution of this Settlement Agreement; (c) any amount of the Settlement Fund attributable to this Settlement, including any and all interest earned thereon, but less the costs actually paid or incurred for notice of the Settlement, settlement administration,

escrow administration, and taxes paid on the Settlement Fund, shall be paid to Pfizer within the later of (i) ten (10) business-days' notice of termination to Co-Lead Counsel as provided for in Paragraph 24 hereof or (ii) End-Payor Plaintiffs' receipt of wire instructions and any related verifications from Pfizer; and (d) any release pursuant to Paragraph 12 above shall be of no force or effect.

20. Preservation of Rights.

The Parties hereto agree that this Settlement Agreement, whether or not it shall become final in accordance with the terms of Paragraph 6 hereof, and any and all negotiations, documents, and discussions associated with it shall be without prejudice to the rights of any party; shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Pfizer, or of the truth of any of the claims or allegations contained in the complaint or any other pleading or document in the End-Payor Class Action; and evidence thereof shall not be discoverable, admissible, or otherwise used indirectly, in any way (except in accordance with the terms of this Settlement; and provided that the provisions of this Settlement Agreement can be used by the Parties to enforce the provisions of the Settlement Agreement), whether in the End-Payor Class Action or in any other action or proceeding. The Parties expressly reserve all of their rights if the Settlement does not become final in accordance with the terms of this Settlement Agreement. Upon the Settlement becoming final, nothing in this Paragraph shall prevent Pfizer from asserting any release or using this Settlement Agreement to offset or dispute any liability to any other parties.

21. Resumption of Litigation.

The Parties agree, subject to approval of the Court, that in the event the Settlement Agreement is not approved by the Court, the Settlement Agreement is terminated pursuant to Paragraphs 15 or 17, the Settlement does not become final pursuant to Paragraph 6, or Pfizer does

not perform under Paragraph 7 herein, litigation of the End-Payor Class Action against Pfizer will resume in a reasonable manner to be approved by the Court upon joint application by the Parties hereto.

22. Confidentiality.

Unless Pfizer and Co-Lead Counsel agree otherwise, the fact of settlement of the End-Payor Class Action and the terms of this Settlement Agreement shall remain confidential until End-Payor Plaintiffs move for preliminary approval of the Settlement, except that the Court and any other parties to the End-Payor Class Action may be informed of the fact of settlement. However, this provision does not apply to statements made in judicial filings necessary to obtain preliminary Court approval of the Settlement. Additionally, End-Payor Plaintiffs, their counsel, and other agents for or representatives of End-Payor Plaintiffs and of the End-Payor Classes, as well as Pfizer, its counsel, and other agents for or representatives of Pfizer, shall abide by the terms of the Discovery Confidentiality Order approved and entered by the Court on February 26, 2013 (ECF No. 346) (the "Confidentiality Order").

23. Binding Effect.

This Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, the Released Parties, the Releasing Parties, and the successors and assigns of each of them. Without limiting the generality of the foregoing, each covenant and agreement herein by the End-Payor Plaintiffs and Co-Lead Counsel shall be binding upon all members of the End-Payor Classes—except those who requested and were granted exclusion therefrom—and the Releasing Parties and their respective successors and assigns.

24. Notice.

Any and all notices, requests, consents, directives, or communications by any Party intended for any other Party shall be in writing and shall, unless expressly provided otherwise

herein, be given personally, or by express courier, or by electronic transmission (such as e-mail) followed by postage prepaid mail, to the following persons, and shall be addressed as follows:

To End-Payor Plaintiffs and the End-Payor Classes:

Kenneth A. Wexler, Esq.
Wexler Boley & Elgersma LLP
311 S. Wacker Drive, Suite 5450
Chicago, 60606

To Pfizer:

Raj Gandesha, Esq.
White & Case, LLP
1221 Avenue of Americas
New York, NY 10020-1095

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

25. Discovery.

Pfizer shall not oppose a motion to be filed by the End-Payor Plaintiffs after preliminary approval to lift the stay of discovery in this Action. If and when the Court lifts the stay of discovery in the Action, Pfizer shall (a) produce to End-Payor Plaintiffs the "substantial completion" (and corresponding privilege logs) covered under ECF No. 899 (Oct. 1, 2019 Further Amended Scheduling Order) within 90 days of the lifting of the stay; and (b) produce certifications pursuant to Federal Rule of Evidence 902(11) concerning the authenticity and admissibility of documents and data produced or created by Pfizer no later than 45 days before the close of fact discovery and, if required by the Court, provide a custodian of records, or other witness testimony, at trial to lay a foundation for the admission of any documents or data produced or created by Pfizer. Pfizer, no later than 45 days before the close of fact discovery, shall produce a Rule 30(b)(6) witness or

witnesses in response to a Rule 30(b)(6) deposition notice by End-Payor Plaintiffs as to matters relating to the operative complaint in the End-Payor Class Action, subject to the Parties meeting and conferring about the scope of such 30(b)(6) deposition. As to any additional documents or data that End-Payor Plaintiffs request that Pfizer produce, or any current or former Pfizer employees whom End-Payor Plaintiffs seek to depose, Pfizer shall not use the fact of this Settlement Agreement or the Settlement it embodies to try to oppose or preclude or restrict such document requests or depositions in any way, but Pfizer otherwise preserves all other objections it may have to such discovery. As to former employees, if requested by End-Payor Plaintiffs, Pfizer shall provide information reasonably accessible to it concerning the present location and contact information for such former employees. Pfizer shall, within 90 days of the lifting of the stay, elect whether it is asserting privilege or work product as to any matter alleged in the operative complaint. If Pfizer elects not to assert privilege, Pfizer sha1l identify with specificity those matters as to which it is not asserting privilege. Pfizer thereafter shall not change its position regarding such assertion or waiver of privilege without the written consent of Co-Lead Counsel or as ordered by the Court. In the event a dispute arises concerning Pfizer's performance under this Paragraph, the Parties agree to meet and confer in good faith to resolve the issue. If, after meeting and conferring, the dispute remains unresolved, the Parties may present the issue to the Court to resolve the dispute. Such disputes may be raised and submitted to the Court regardless of whether the Effective Date has passed.

26. Integrated Agreement.

This Settlement Agreement (including any exhibits hereto) contains an entire, complete, and integrated statement of each and every term and provision agreed to, by, and among the Parties. This Settlement Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto.

27. Headings.

The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

28. No Party Is the Drafter.

None of the Parties hereto shall be considered the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

29. Choice of Law.

All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of New Jersey without regard to its choice-of-law or conflict-of-laws principles.

30. Consent to Jurisdiction.

Pfizer and each member of the End-Payor Classes who does not timely and properly seek and obtain Court approval of exclusion from the End-Payor Classes hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of New Jersey for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. Nothing in this Paragraph shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to such claim, or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

31. No Admission of Liability.

Nothing in this Settlement Agreement shall be construed as an admission in any action 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, by Pfizer including,

without limitation, that Pfizer has engaged in any conduct or practices that violates any antitrust statute or other law. This Settlement Agreement shall not be admissible for any purpose except in an action to enforce its terms.

32. Class Action Fairness Act.

Pfizer, at its sole expense, shall submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

33. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts. Signatures transmitted by facsimile or other electronic means shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this agreement.

34. Authority.

Each of the End-Payor Plaintiffs and Pfizer represents and warrants that it is authorized to enter into this Settlement Agreement, that it has authorized its counsel to enter into the Settlement Agreement on its behalf, and that it intends this Settlement Agreement to be a valid and binding obligation, enforceable in accordance with its terms.

35. Knowledge and Understanding of the Settlement Agreement's Terms.

Each of the End-Payor Plaintiffs and Pfizer warrants that it has read this Settlement Agreement, has had the opportunity to consult counsel about this Settlement Agreement, understands the Settlement Agreement's terms, and freely and knowingly enters into this Settlement Agreement.

IN WITNESS WHEREOF, each of the signatories represents that they are authorized to execute this Settlement Agreement on behalf of the party for whom they have signed, have agreed on behalf of their respective party to be bound by its terms, and have entered into this Settlement Agreement with full authority on behalf of the party or parties for whom they have signed as of April 29, 2024.

By: _____
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Counsel for Pfizer

By: _____
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Interim Co-Lead Counsel
for the Proposed End-Payor Classes