

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (the “Agreement”) is entered into by and between Plaintiffs (defined herein), and Defendants Mylan Inc., Mylan Institutional Inc., Mylan Pharmaceuticals Inc., Mylan Specialty L.P., and Mylan Bertek Pharmaceuticals Inc. f/k/a Bertek Pharmaceuticals Inc. (collectively, “Mylan” or the “Mylan Defendants”). Plaintiffs and Mylan are referred to collectively herein as the “Parties” and each as a “Party.”

WHEREAS, between August 2018 and July 2019, Plaintiffs filed the Actions (defined herein) against several defendants, including one or more of the Mylan Defendants, asserting various causes of action relating to the alleged manufacture, promotion, distribution, monitoring, and/or sale of opioid products;

WHEREAS, in orders dated July 1, 2019 and January 26, 2021, Judge Richard E. Mrazik consolidated the Actions into the Third District Court, Summit County, Silver Summit Division, State of Utah as *Summit County v. Purdue Pharma et al.*, No. 180500119;

WHEREAS, in an order dated April 23, 2020, the Supreme Court of the State of Utah affirmed the transfer of *Davis County, Utah v. Purdue Pharma et al.*, No. 180700870 (and, upon appeal, No. 20190487) to the Consolidated Proceedings (defined herein) before Judge Richard E. Mrazik in the Third District Court, Summit County, Silver Summit Division, State of Utah;

WHEREAS, Mylan denies any and all fault, liability, or wrongdoing with regard to the Covered Conduct, the Actions, the Products, and the Alleged Harms (as defined below) and relating to any and all facts, allegations, and claims alleged as to Mylan in the Complaints (as defined below);

WHEREAS, by entering into this Agreement, Mylan does not retract or surrender any of the factual or legal positions Mylan asserted in the Actions, and does not concede the invalidity of those positions;

WHEREAS, in consideration of all the circumstances and after arm’s-length settlement negotiations between counsel, the Parties desire to settle the Actions as against Mylan finally on the terms and conditions set forth herein for the purposes of avoiding the expense of litigation, and putting to rest the controversies engendered by the Actions against Mylan and the issues within the scope of the releases set forth below;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby mutually covenant and agree as follows:

I. Definitions.

- A. “*Action(s)*” means all proceedings brought by any and all Plaintiffs against Mylan related to the Covered Conduct and/or the Products, in any state or federal court, wherever filed or consolidated, including those consolidated in the Third District Court,

Summit County, Silver Summit Division, State of Utah as No. 180500119, including specifically but without limitation: *Davis County, Utah v. Purdue Pharma et al.*, No. 180700870 (and, upon appeal, No. 20190487); *Iron County, Utah v. Purdue Pharma et al.*, No. 180500149; *San Juan County v. Purdue Pharma et al.*, No. 180700011; *Grand County v. Purdue Pharma et al.*, No. 180700040; *Millard County v. Purdue Pharma et al.*, No. 180700044; *Sanpete County v. Purdue Pharma et al.*, No. 180600095; *Cache County et al v. Purdue Pharma et al.*, No. 190100112; *Sevier County et al v. Purdue Pharma et al.*, No. 190500362.; *Summit County v. Purdue Pharma et al.*, No. 180500119; *Tooele County v. Purdue Pharma et al.*, No. 180300423; *Uintah County et al. v. Purdue Pharma et al.*, No. 180800056; *Wasatch County v. Purdue Pharma et al.*, No. 180500079; *Washington County et al. v. Purdue Pharma et al.*, No. 190500179; and *Weber County v. Purdue Pharma et al.*, No. 180903087.

- B. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse or abuse of a Product, including but not limited to any expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by any Mylan Released Entity.
- C. “*Claim(s)*” means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative or indemnity claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, restitution, contribution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, action, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, attorneys’ fees and costs, claim for payment of unpaid fees, and/or any grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in any forum and in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, abatement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.
- D. “*Complaints*” means any and all complaints filed in the Actions by Plaintiffs, including all amendments thereto.
- E. “*Consolidated Proceeding(s)*” means the proceeding consolidating the Actions in the Third District Court, Summit County, Silver Summit Division, State of Utah as *Summit County v. Purdue Pharma et al.*, No. 180500119.

- F. “*Covered Conduct*” means any and all actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever from the beginning of time (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever) in any line of business arising from or relating in any way to (1) alleged opioid-related overdoses, abuses, crises, epidemics, or injuries; (2) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, or use or abuse of, or operating policies or procedures relating to, any Products, or any system, plan, policy, procedure, or advocacy relating to any Product, including, but not limited to, any generic, unbranded, or branded promotion, marketing, or advertising, patient support or assistance, educational programs, consultancy, research, or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product; (3) the characteristics, properties, risks, or benefits of any Product and/or any Product used in combination with any other Product; (4) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, repackaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of Products; (5) orders, prescriptions, formularies, guidelines, payments, or rebates for a Product; (6) policies, practices and/or operating procedures, statements, contracts, health or prescription drug insurance, health or prescription-drug claim administration, health or prescription-drug benefit administration, health or prescription-drug claim adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; (7) any system, plan, policy, or advocacy relating to any Product; (8) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any controlled substances, including Products; (9) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; (10) suspicious order monitoring and diversion control programs; and/or (11) any conduct alleged in the Actions, or conduct that could have been alleged in the Actions or similar potential or actual litigation by any Plaintiff. The Parties intend that “Covered Conduct” be interpreted broadly.
- G. “*Effective Date*” means the date on which the Agreement is fully executed.
- H. “*Litigation Cost Amount*” means the amount attributable to reimbursement of the Plaintiffs’ reasonable attorney fees, costs, and expenses incurred through the Effective

Date in connection with their Claims against Mylan and the Mylan Released Entities in the Actions, including the Holdback Amount.

- I. “*Mylan Released Entities*” means (i) Mylan Inc., Mylan Institutional Inc., Mylan Pharmaceuticals Inc., Mylan Specialty L.P., and Mylan Bertek Pharmaceuticals Inc. f/k/a Bertek Pharmaceuticals Inc.; (ii) all of the foregoing entities’ respective past, present, and future, direct or indirect: parents, subsidiaries, divisions, sister companies, affiliates, related entities, holding companies, unincorporated business units, vendors, independent contractors, shareholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys (including without limitation Viatrix Inc., Mylan N.V., and Mylan Technologies Inc.); and (iii) any and all legal representatives, joint ventures, and the predecessors, heirs, executors, administrators, successors, assignees (including but not limited to assignees or purchasers of any Product), and insurers of each of the foregoing entities described in (i) and (ii) (solely in their capacity as such with respect to Released Claims and Covered Conduct). The Parties intend that “Mylan Released Entities” be interpreted broadly.
- J. “*Non-Released Parties*” means any person or entity other than the Mylan Released Entities.
- K. “*Plaintiffs*” means the following: Beaver County, Utah; Cache County, Utah; Daggett County, Utah; Duchesne County, Utah; Emery County, Utah; Garfield County, Utah; Juab County, Utah; Kane County, Utah; Piute County, Utah; Rich County, Utah; Sevier County, Utah; Summit County, Utah; Tooele County, Utah; Uintah County, Utah; Wasatch County, Utah; Washington County, Utah; Wayne County, Utah; Weber County, Utah; and Tri County Health Department (collectively, the “Summit Plaintiffs”); and Davis County, Utah; Grand County, Utah; Iron County, Utah; Millard County, Utah; San Juan County, Utah; and Sanpete County, Utah (collectively, the “Davis Plaintiffs”).
- L. “*Plaintiffs’ Counsel*” means any and all outside counsel to Plaintiffs, including but not limited to Dewsnup King Olsen Worel Havas; Magleby Cataxinos & Greenwood P.C.; Napoli Shkolnik Pllc; Winder & Counsel, P.C.; Durham Jones & Pinegar, P.C.; Phipps Deacon Purnell Pllc; The Law Office of Jessica Andrew; other legal representatives of any Plaintiff, including without limitation District Attorneys’ Offices; and Plaintiffs’ individual attorneys at such firms and offices.
- M. “*Products*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. “Product” also includes: (1) benzodiazepines, carisoprodol, zolpidem, and gabapentin; (2) a combination or “cocktail” of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, anesthetics, or sedatives, prescribed, sold, bought, or dispensed to be used together with any product that includes opioids or opiates; (3) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products; (4) all opiate

antagonists, including but not limited to naloxone and naltrexone; and (5) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, butorphanol, codeine, diphenoxylate, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, zolpidem, gabapentin, or any variant of these substances or any similar substance, whether generic or branded, in whatever form, including but not limited to tablet, capsule, pill, patch, spray, and film, and whether or not listed by the U.S. Drug Enforcement Administration as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

- N. “*Releasers*” means (1) Plaintiffs; and (2) without limitation and to the maximum extent of the power of Plaintiffs to release Claims, (a) the Plaintiffs’ departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing, (b) any public entities or public instrumentalities and any other person or entity that performs services at the direction of Plaintiffs, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to Plaintiffs. Plaintiffs’ departments may include, to the extent they exist, but are not limited to, each County’s Commissioners, Assessors, Auditors, Bail Bond Boards; Offices of Budget and Evaluation; Child Support Offices; Circuit Court Clerks; Collectors; Contracts & Grants; Commissioners Court; Consolidated Services; Community Supervision and Corrections; Constables; Corrections Departments; County Administrators; County Attorneys; County Clerks; County Councils; County Counselors; County Executives; County Judges; Courts and Judicial Offices (including without limitation District Courts, County Courts, County Courts at Law, County Criminal Courts, Probate Courts, Family Courts, Justice of the Peace Courts, Small Claims Courts, Juvenile District Courts, Truancy Courts); Criminal Justice Advisory Boards; Criminal Justice Departments; County Jails; Dispute Resolution Centers; District Attorneys; District Clerks; Election Authorities; Elections Departments; Emergency Management; Facilities Management; Fire Marshals; Forensic Services; Health and Human Services; Health Departments; Historical Commissions; Homeland Security and Emergency Management; Housing Agencies; Human Resources; Information Technology; Jury Services; Juvenile Offices; Marshal Service/Building Security; Medical Examiners; Medical Reserve Corps; Mental Health Boards; Municipal Courts; Parks and Recreation; Planning and Development Departments; Pretrial Services; Public Defender’s Offices; Public Service Programs; Public Works; Purchasing; Records of Deeds; Records; Sheriffs; Sheriff’s Offices; Tax Assessors/Collectors; Small Business Enterprises; Tax Offices;

Treasurers; Treatment Courts; Unincorporated Area Services; Veteran Services; and Welfare. The Parties intend that “Releasers” be interpreted broadly.

- O. “*Remediation Amount*” means the amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities by the Plaintiffs.

II. Settlement Amount.

- A. The Parties agree that the Actions collectively will be settled for \$700,000.00 (the “Settlement Amount”).
- B. The Settlement Amount is subject to the Ongoing Common Benefit Order issued in the federal opioids multidistrict litigation. Dkt. 4428 at 18 (clarified by Dkt. 4503 and Dkt. 5100), *In re Nat’l Prescription Opiate Litig.*, 1:17-md-2804 (N.D. Ohio). Mylan shall transmit 7.5% of the Settlement Amount, or \$52,500.00, to the National Prescription Opiate Litigation Court Common Benefit Fund (“the Holdback Amount”).
- C. No later than January 15, 2024, Mylan shall make a one-time payment in the amount of \$647,500.00 directed to Plaintiffs’ Counsel’s designated client trust account, pursuant to wiring instructions to be provided by Plaintiffs’ Counsel by the Effective Date. Plaintiffs and Plaintiffs’ Counsel hereby acknowledge that Plaintiffs’ Counsel shall be solely responsible for disbursement of the Settlement Amount to Plaintiffs, and that Plaintiffs are responsible for determining the appropriate allocation among themselves. Mylan and the Mylan Released Entities shall have no obligation, liability, or responsibility in connection with distribution or allocation of the Settlement Amount by and among Plaintiffs.

III. Releases by the Releasers.

A. In consideration of payment of the Settlement Amount and the terms stated herein, the Releasers hereby fully release, exonerate, and forever and unconditionally discharge the Mylan Released Entities from any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct, the Actions, the Products, and/or the Alleged Harms, whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that the Releasers, whether directly, representatively, derivatively, or in any other capacity, have, including all past and present civil, derivative, regulatory, administrative, or any other Claims that the Releasers may have under any applicable state, federal, regulatory, or administrative law or statute (the “Released Claims”). The Parties intend that “Released Claims” be interpreted broadly. Without limiting the foregoing and for the avoidance of doubt, “Released Claims” include any Claims that have been or could have been asserted against the Mylan Released Entities by the Releasers in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, the Actions, the Products, and/or the Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in the Actions or Complaints or in any action or proceeding brought by the Releasers against the Mylan Released Entities. “Released Claims” also includes all

Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct.

B. The Releasors absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Mylan Released Entities in any forum whatsoever. These releases are intended by the Parties to be broad and shall be interpreted so as to give the Mylan Released Entities the broadest possible bar against any claim, demand, liability, or relief of any kind or character whatsoever (including any Claim) as a result of, arising out of, or relating in any way to Released Claims. In connection with the releases provided for in this Agreement, the Releasors expressly waive, release, acquit, and forever discharge to the fullest extent permitted by the law any and all provisions, rights, and benefits conferred by any federal, state, or local common law, statute, regulation, guidance, ordinance, or law of any territory of the United States or other jurisdiction related to the Covered Conduct, the Actions, the Products, and/or the Alleged Harms as against the Mylan Released Entities.

C. The Parties intend that the execution and performance of this Agreement shall, as provided above, be effective as a full and final settlement of, and as a bar to, the Released Claims as against the Mylan Released Entities. The Parties hereto covenant and agree that if they hereafter discover facts different from or in addition to the facts that they now know or believe to be true with respect to the Covered Conduct, the Actions, the Products, and/or the Alleged Harms, or the subject matter of this Agreement, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, it is nevertheless their intent hereby to settle and release fully and finally the Released Claims against the Mylan Released Entities. In furtherance of such intention, the releases shall be and will remain in effect as a release notwithstanding the discovery of any such different or additional facts.

D. The Releasors agree that they will not encourage any person or entity to bring or maintain any Released Claim against any Mylan Released Entity, will not participate in or join as a class member or class representative in a class action lawsuit and/or bring any claim, action, suit, appeal, or other proceeding against any Mylan Released Entity, directly or indirectly, regarding any and all Released Claims, and that this Agreement is a bar to any such claim, action, suit, appeal, or other proceeding. The Releasors will reasonably cooperate with and not oppose any effort by a Mylan Released Entity to secure the prompt dismissal with prejudice of any and all Released Claims.

IV. Dismissal. In consideration for the mutual promises and obligations set forth in this Agreement, within three (3) business days after payment of the Settlement Amount, the Parties shall file a joint stipulation for each underlying Action in the Consolidated Proceeding voluntarily dismissing with prejudice Plaintiffs' claims against the Mylan Defendants pursuant to Utah Rule of Civil Procedure 41. The form of the Joint Stipulation for Dismissal with Prejudice shall match the template attached hereto as Exhibit A.

V. No Admission of Liability. The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Mylan and Plaintiffs and between the Mylan Released Entities and all Releasors. Mylan is entering into this Agreement solely for the purposes of settlement and to resolve the Actions and all Released Claims and thereby avoid

significant expense, inconvenience, and uncertainty. Mylan denies the allegations in the Actions and denies any civil or criminal liability in the Action. Nothing contained herein may be taken as or deemed to be an admission or concession by Mylan or any Mylan Released Entity of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Actions, or in any other past, present, or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Mylan Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

VI. Confidentiality.

A. To the extent permitted by the Utah Government Records Access and Management Act (Utah Code Ann. § 63G-2 *et seq.*) and any other applicable law, the Parties and their counsel agree that this Agreement, its terms, and the negotiations leading hereto shall be considered non-public information.

B. The Releasors shall not disclose the terms of this Agreement or any related discussions to any other person or entity without the prior written consent of the Mylan Released Entities, except that Plaintiffs may disclose the Agreement terms and conditions of settlement on a need-to-know basis and as appropriate to their commissioners, directors and officers, attorneys, accountants, insurers, or as required by law. The Releasors and Plaintiffs' Counsel shall not advertise, post, or otherwise disclose any information about this Agreement or the existence of a settlement in any way, including without limitation, on the Internet, in an interview, in any press release, in any paper or electronic media outlet, news organization, e-mail, Facebook, Twitter, and/or other social media; provided, however, that if any third parties informally inquire about the Actions, any allegations made against Mylan related thereto, Plaintiffs' dismissal of Mylan from the Actions, and/or this Agreement, the Releasors or Plaintiffs' Counsel will advise such parties only that the Actions have been concluded as to Mylan.

C. If any Releasor is served with a subpoena, discovery request, Utah Government Records Access and Management Act request, or other similar legal instrument that could lead to disclosure of the terms of this Agreement, it shall, to the extent permitted by law, notify Mylan as promptly as possible, and in any event no less than ten (10) business days after the request for disclosure is served on any Releasor or ten (10) business days before disclosure, whichever is sooner, so that Mylan may be provided the opportunity to seek appropriate protection for such information.

VII. Non-Disparagement. The Releasors agree not to make any written or verbal statement to any person or entity at any time in the future that is critical, denigrating, or otherwise reasonably likely to be harmful to the Mylan Released Entities, or to be injurious to the goodwill, reputation, or business standing of the Mylan Released Entities, relating to the Mylan Released Entities' role or alleged role with respect to the Covered Conduct, the Actions, the Products, and/or the Alleged Harms.

VIII. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the successors and assignees of the Parties and the Mylan Released Entities.

IX. Contribution, Indemnification, Non-Party Settlement, and Claim-Over.

A. **Statement of Intent.** The Parties agree that they have entered into this Agreement in good faith based on numerous factors and that the Settlement Amount paid under this Agreement shall be the sole payments made by the Mylan Released Entities to the Releasers involving, arising out of, or related to the Covered Conduct, the Actions, the Products, and/or the Alleged Harms or allegations encompassed by the Complaints, and each Releaser expressly waives its right to seek reallocation to, or contribution or indemnity from, Mylan pursuant to Utah Code § 78B-5-818 *et seq.* or any other applicable law of any amount that the Releaser is unable to collect from any other party held to be liable to the Releaser. It is the further intent of the Parties that the Mylan Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from Non-Released Parties for their payment obligation under this Agreement; that Claims by the Releasers against Non-Released Parties should not result in additional payments by the Mylan Released Entities for the Released Claims, whether through contribution, indemnification, or any other means; and that this Agreement meets the requirements of Utah Code § 78B-5-818 *et. seq.*, and any other potentially applicable law or doctrine that reduces or discharges a released party's liability to any other parties.

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

C. **Non-Party Settlement.** To the extent that any Releaser enters into a settlement with a Non-Released Party involving or arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Mylan Released Entity), the Actions, the Products, and/or the Alleged Harms, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releaser will include (or in the case of a Non-Released Party settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Released Party settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Mylan in subsection IX.B, or a release from such Non-Released Party in favor of the Mylan Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

D. **Claim-Over.** In the event that any Releaser obtains a settlement or judgment, including in any bankruptcy, with respect to the Covered Conduct, the Actions, the Products, and/or the Alleged Harms against a Non-Released Party that does not contain a prohibition like that in subsection IX.B, and such Non-Released Party asserts a Claim arising out of or related to Covered Conduct, the Actions, the Products, and/or the Alleged Harms against a Mylan Released Entity (a "Claim-Over"), then the Releaser and Mylan Released Entities shall take the following actions to ensure that the Mylan Released Entities do not pay more with respect to the Covered Conduct, the

Actions, the Products, and/or the Alleged Harms to the Releasers or to the Non-Released Party than the amount owed under this Agreement by Mylan:

i. Mylan shall notify the Releaser of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Agreement, whichever is later; and

ii. The Releasers and Mylan shall meet and confer concerning sufficient steps to take to ensure that the Mylan Released Entities are held harmless from the Claim-Over and are not required to pay more with respect to the Covered Conduct, the Actions, the Products, and/or the Alleged Harms than the amount owed by Mylan under this Agreement. Such steps may include, where permissible:

- a. Filing of motions to dismiss or such other appropriate motion by Mylan or the Mylan Released Entities, and supported by the Releasers, in response to any Claim filed in litigation or arbitration;
- b. Reduction of the Releaser's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releaser has obtained, may obtain, or has authority to control from such Non-Released Entity;
- c. Placement into escrow of funds paid by the Non-Released Party such that those funds are available to satisfy the Claim-Over;
- d. Return of monies paid by Mylan to that Releaser under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Party to satisfy the Claim-Over;
- e. Payment of monies to Mylan by that Releaser to ensure that it is held harmless from such Claim-Over, up to the amount that the Releaser has obtained, may obtain, or has authority to control from such Non-Released Party;
- f. Credit to the Mylan Released Entity under this Agreement to reduce the overall amount to be paid under this Agreement such that the Mylan Released Entity is held harmless from the Claim-Over; and
- g. Such other reasonable actions as the Releasers and Mylan may devise to hold the Mylan Released Entities harmless from any Claim-Over.

iii. The actions of the Releasers and the Mylan Released Entities taken pursuant to Section IX must, in combination, ensure that the Mylan Released Entities are not required to pay more with respect to Covered Conduct, the Actions, the Products, and/or the Alleged Harms than the Settlement Amount owed by Mylan under the Agreement.

X. Cessation of Litigation Activities. It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Mylan Released Entities shall immediately cease as of the Effective Date, and that Claims against the Mylan Released Entities shall not be included in the trial of any Action.

XI. Choice of Law. The Parties shall meet and confer in an attempt to resolve any issues arising under this Agreement. Barring resolution, any dispute arising from or in connection with this Agreement, or the breach thereof, shall be governed by the laws of the State of Utah, notwithstanding conflicts of law provisions.

XII. Taxes.

A. Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code ("IRC") and Regulation Section 162-21(b) *et seq.*, the Remediation Amount paid by Mylan constitutes restitution or remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law within the meaning of IRC Section 162(f)(2)(A). The Parties acknowledge, agree, and understand that only the Litigation Cost Amount represents reimbursement to Plaintiffs or any other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to Plaintiffs or any other person or entity for the costs of any investigation or litigation within the meaning of Regulation Section 1.162(f)-21(e)(4)(iii)(A); and that no portion of the Remediation Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments or an election to be treated in lieu of a fine as such under Regulation Section 1.162(f)-21(e)(4)(iii)(B).

B. Plaintiffs shall complete and file Form 1098-F with the Internal Revenue Service signed by the Appropriate Official as defined in Regulation Section 1.6050X-1(f)(1), and in compliance with regulations prescribed under Regulation Section 1.6050X-1 *et seq.*, identifying the Remediation Amount as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Mylan prior to January 31st following the year in which this Agreement becomes binding.

C. Plaintiffs shall cooperate in good faith with Mylan with respect to: (a) preparation of Form 1098-F described above, (b) documentation required by Regulation Section 1.162-21(b)(3)(ii), and (c) tax claims, disputes, investigations, audits, examinations, contests, litigation, or other proceedings relating to this Agreement.

D. Mylan makes no warranty or representation to Plaintiffs as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof, and shall have no obligation, liability, or responsibility in connection with any tax filings to be made by Plaintiffs.

XIII. Representations.

A. **Authority.** Each Party represents that (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party, (iii) this Agreement constitutes a

valid, binding, and enforceable agreement, and (iv) such Party has not assigned any of the claims released herein to any person or entity and no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

B. *Counsel and Free Will.* Each Party represents and warrants that it is represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement, has been given the opportunity to review independently this Agreement with such legal counsel, and agrees to the particular language of the provisions herein, that each Party has had a reasonable amount of time in which to review and consider this Agreement, that each Party has read and understands all of the provisions herein, that each Party is competent to enter into this Agreement, and that each Party is entering into this Agreement knowingly and voluntarily of such Party's own free will. Each Party further represents that in executing this Agreement, such Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

XIV. No Party Considered Drafter. This Agreement has been negotiated through a cooperative effort of the Parties, and no Party shall be considered the drafter of this Agreement so as to give rise to any presumption or convention regarding construction of this document.

XV. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes and merges any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. This Agreement shall only be altered, amended, modified, or otherwise changed by separate written agreement signed by each of the Parties.

XVI. Severability. In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such void, invalid, illegal, or unenforceable provision shall be severed from the Agreement and shall not affect any other provision of this Agreement, which shall remain in full force and effect. Material provisions are those in Sections II, III, IV, IX, and X of this Agreement, which shall not be severable.

XVII. No Waiver. This Agreement shall not be subject to waiver, modification, or amendment unless by written instrument duly executed by both Parties. Waiver of a right under this Agreement shall not be deemed a waiver of any other right. Forbearance, temporary waiver, or other failure to enforce any right under this Agreement shall not constitute a permanent waiver. This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Mylan or any other Mylan Released Entity in any action (including, but not limited to, the Actions) or any other proceeding. This Agreement shall not be construed or used as a waiver of any Mylan Released Entity's right to defend itself from, or make any legal or factual arguments in, any other regulatory, governmental, private party, or class claims or suits relating to the Covered Conduct, the Actions, the Products, the Alleged Harms and/or the subject matter or terms of this Agreement. For the avoidance of doubt, nothing in this Agreement is intended to or shall be construed to prohibit any Mylan Released Entity in any way whatsoever from taking legal or factual positions with regard

to any Covered Conduct, Products, or Alleged Harms in defense of litigation, other legal proceedings, or investigations.

XVIII. Use of Agreement as Evidence. The Parties agree that, in any future legal or other proceeding, evidence of this Agreement or concerning any term or provision in this Agreement, or any act performed or document executed pursuant to or in furtherance of this Agreement, shall not be used in any way, shall not be discoverable or admissible in any respect, and shall be without prejudice to each Party's legal position, except in connection with any action to enforce this Agreement. For the avoidance of doubt, the Parties agree that evidence of this Agreement or concerning any term or provision in this Agreement, or any act performed or document executed pursuant to or in furtherance of this Agreement, (1) shall not be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in the Actions, or any wrongdoing, fault, or liability of any Mylan Released Entities; and (2) is not, shall not be deemed to be, and shall not be used as an admission or evidence relating to any liability, fault, or omission of Mylan Released Entities. This Agreement, evidence of this Agreement or concerning any term or provision in this Agreement, and any act performed or document executed pursuant to or in furtherance of this Agreement, shall not be admissible in any proceeding for any purpose, including without limitation any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal, except to enforce the terms of the Agreement. Notwithstanding the foregoing, the Mylan Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Mylan Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Mylan Released Entity that the Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

XIX. Use of Evidence at Trial. The Releasors agree that any evidence in any trial of any Claims brought by any Releasors that references any Mylan Released Entity or Products will be used solely against Non-Released Parties that are defendants in such a trial.

XX. Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of the Agreement. In the event of a dispute concerning the terms and conditions of the Agreement, the headings shall be disregarded.

XXI. Counterparts. This Agreement may be executed in counterparts, and an electronic signature, facsimile signature, or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature. Each counterpart shall be deemed an original, all of which together shall constitute one and the same agreement.

XXII. Notices. All notices under this Agreement shall be provided to the following via email and hard copy sent by Overnight Mail:

As to the Davis Plaintiffs:

The Law Office of Jessica Andrew
Jessica A. Andrew, Esq.
P.O. Box 4662
Salt Lake City, UT 84110
jessicaandrewlaw@outlook.com

As to the Summit Plaintiffs:

Dewsnup King Olsen Worel Havas
Walter M. Mason, Esq.
36 South State St., Ste. 2400
Salt Lake City, UT 84111
wmason@dkowlaw.com

As to Mylan:

Hogan Lovells US LLP
Rebecca C. Mandel, Esq.
555 Thirteenth Street NW
Washington, DC 20004
rebecca.mandel@hoganlovells.com

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGES
FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below.

PLAINTIFF BEAVER COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF CACHE COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF DAGGETT COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF DUCHESNE COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF EMERY COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF GARFIELD COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF JUAB COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF KANE COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF PIUTE COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF RICH COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF SEVIER COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF SUMMIT COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF TOOELE COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF UINTAH COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF WASATCH COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF WASHINGTON COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF WAYNE COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF WEBER COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF TRI COUNTY HEALTH DEPARTMENT OF UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF DAVIS COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF GRAND COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF IRON COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF MILLARD COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF SAN JUAN COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

PLAINTIFF SANPETE COUNTY, UTAH

By: _____

Print Name: _____

Title: _____

Date: _____

DEFENDANT MYLAN INC.

By: _____

Print Name: _____

Title: _____

Date: _____

DEFENDANT MYLAN INSTITUTIONAL INC.

By: _____

Print Name: _____

Title: _____

Date: _____

DEFENDANT MYLAN PHARMACEUTICALS INC.

By: _____

Print Name: _____

Title: _____

Date: _____

DEFENDANT MYLAN SPECIALTY L.P.

By: _____

Print Name: _____

Title: _____

Date: _____

**DEFENDANT MYLAN BERTEK PHARMACEUTICALS INC. F/K/A BERTEK
PHARMACEUTICALS INC.**

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

IN THE THIRD DISTRICT COURT
SUMMIT COUNTY, SILVER SUMMIT DIVISION, STATE OF UTAH

SUMMIT COUNTY, UTAH, *et al.*,

Plaintiffs,

v.

PURDUE PHARMA LP, *et al.*,

Defendants.

**JOINT STIPULATION FOR DISMISSAL
WITH PREJUDICE**

Consolidated Case No. 180500119

Honorable Richard E. Mrazik

COME NOW, Plaintiffs Beaver County, Utah; Cache County, Utah; Daggett County, Utah; Duchesne County, Utah; Emery County, Utah; Garfield County, Utah; Juab County, Utah; Kane County, Utah; Piute County, Utah; Rich County, Utah; Sevier County, Utah; Summit County, Utah; Tooele County, Utah; Uintah County, Utah; Wasatch County, Utah; Washington County, Utah; Wayne County, Utah; Weber County, Utah; and Tri County Health Department (collectively, the “Summit Plaintiffs”); and Davis County, Utah; Grand County, Utah; Iron County, Utah; Millard County, Utah; San Juan County, Utah; and Sanpete County, Utah (collectively, the “Davis Plaintiffs”) and Defendants Mylan Inc., Mylan Institutional Inc., Mylan Pharmaceuticals Inc., Mylan Specialty L.P., and Mylan Bertek Pharmaceuticals Inc. f/k/a Bertek Pharmaceuticals Inc. (collectively, the “Mylan Defendants”), by and through undersigned counsel, and hereby stipulate to the dismissal of these actions with prejudice as to the Mylan Defendants, with the parties to bear their own costs.

Dated: _____, 2023

Respectfully submitted,

Colin P. King (1815)

cking@dkowlaw.com

Edward B. Havas (1425)

ehavas@dkowlaw.com

Walter M. Mason (16891)

wmason@dkowlaw.com

**DEWSNUP KING OLSEN WOREL
HAVAS**

36 South State St., Ste. 2400

Salt Lake City, Utah 84111-0024

(801) 533-0400

James E. Magleby (7247)

magleby@mcgiplaw.com

Edgar R. Cataxinos (7162)

cataxinos@mcgiplaw.com

**MAGLEBY CATAXINOS &
GREENWOOD, PC**

141 W. Pierpont Avenue

Salt Lake City, Utah 84101

(801) 359-9000

Shayna Sacks (*Admitted Pro Hac Vice*)

ssacks@napolilaw.com

NAPOLI SHKOLNIK PLLC

360 Lexington Avenue, Eleventh Floor

New York, NY 10017

(212) 397-1000

Attorneys for the Summit Plaintiffs

Martin J. Phipps (*admitted pro hac vice*)

mhipps@phippsortiztalafuse.com

PHIPPS ORTIZ TALAFUSE PLLC

The Phipps

102 9th Street

San Antonio, Texas 78215

(210) 340-9877

Jessica A. Andrew (12433)

JessicaAndrewLaw@outlook.com

**THE LAW OFFICE OF JESSICA
ANDREW**

P.O. Box 4662

Salt Lake City, UT 84110

(801) 735-6116

Attorneys for the Davis Plaintiffs

KIPP AND CHRISTIAN, P.C.

/s/ Michael F. Skolnick

Michael F. Skolnick (4671)

10 Exchange Place, Fourth Floor

Salt Lake City, Utah 84111

Tel: (801) 521-3773

mfskolnick@kipbandchristian.com

HOGAN LOVELLS US LLP

Maria Wyckoff Boyce (*pro hac vice*)

609 Main Street, Suite 4200

Houston, Texas 77002

Tel.: (713) 632-1410

HOGAN LOVELLS US LLP

Rebecca C. Mandel (*pro hac vice*)

555 13th Street NW

Washington, DC 20004

Tel.: (202) 637-5600

Fax: (713) 632-1401
maria.boyce@hoganlovells.com

Fax: (202) 637-5910
rebecca.mandel@hoganlovells.com

Attorneys for the Mylan Defendants

Dated this ____ day of _____, 2023

SO ORDERED:

Honorable Richard E. Mrazik
Judge, Third District Court