

EXHIBIT 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION THIS DOCUMENT RELATES TO: All Direct Purchaser Class Actions	Case No. 1:18-cv-04361 (AKH)
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SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into on December 23, 2022, by and between Novartis Pharmaceuticals Corporation and Novartis AG (collectively “Novartis” or “Defendants”), by and through their counsel Cravath, Swaine & Moore LLP; and Drogueria Betances, LLC (“Betances”), Rochester Drug Co-Operative, Inc. (“RDC”), FWK Holdings, LLC (“FWK”) and KPH Healthcare Services, Inc., a/k/a Kinney Drugs, Inc. (“KPH”) (collectively, “Named Plaintiffs”), individually and on behalf of the Direct Purchaser Class (as defined in Paragraph 1 below, the “Direct Purchaser Class” or “Class”), by and through Garwin Gerstein & Fisher LLP, in its capacity as interim lead counsel for the Direct Purchaser Class (“Plaintiffs’ Counsel”) in the above-captioned litigation. This Settlement Agreement is intended to, and upon occurrence of the Effective Date will, fully, finally, and forever resolve, compromise, discharge, and settle the claims of the Direct Purchaser Class against Novartis in the above-captioned litigation, subject to the terms and conditions set forth herein.

WHEREAS, Named Plaintiffs each filed lawsuits on behalf of the Direct Purchaser Class alleging that Novartis entered into an agreement with Par Pharmaceutical, Inc. (“Par”) in restraint of trade in violation of the Sherman Act, 15 U.S.C. § 1, and monopolized the market in violation of the Sherman Act 15 U.S.C. § 2, with respect to brand and generic Exforge (amlodipine/valsartan) tablets;

WHEREAS, Named Plaintiffs' claims were consolidated under the caption *In re: Novartis and Par Antitrust Litigation*, 1:18-cv-04361 (AKH), before the United States District Court for the Southern District of New York (the "Court") as a putative class action on behalf of the Direct Purchaser Class, as defined in Paragraph 1 below (the "Direct Purchaser Class Action" or the "Action");

WHEREAS, Novartis denies each and every one of the allegations asserted in the current pending and prior complaints on behalf of the Direct Purchaser Class, and does not concede or admit any liability, and the Direct Purchaser Class and Novartis agree that neither this Settlement Agreement nor the settlement it embodies (the "Settlement") 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 Novartis, or of the truth of any of claims or allegations asserted on behalf of the Direct Purchaser Class or a waiver of any defenses thereto;

WHEREAS, Plaintiffs' Counsel have concluded, after extensive discovery, investigation of the facts, undergoing significant preparation for trial, and carefully considering the circumstances of the Direct Purchaser Class Action, including the claims asserted in this Action, and the possible and asserted legal and factual defenses thereto, that it would be in the best interests of the Direct Purchaser Class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this, and to assure a benefit to the Direct Purchaser Class and further, that Plaintiffs' Counsel considers the Settlement set forth in this Settlement Agreement to be fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23 and in the best interests of the Direct Purchaser Class;

WHEREAS, Novartis 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 solely to avoid the uncertainties and additional costs of further litigation and to finally put to rest all claims asserted on behalf of the Direct Purchaser Class against Novartis relating to the Action;

WHEREAS, Plaintiffs' Counsel, on behalf of themselves and the Direct Purchaser Class, on the one hand, and counsel for Novartis on the other, have engaged in arm's-length settlement negotiations, and have reached this Settlement Agreement, subject to Court approval, which embodies all of the terms and conditions of the settlement between Direct Purchaser Class Plaintiffs, both individually and on behalf of the Direct Purchaser Class, and Novartis;

NOW THEREFORE, it is agreed by the undersigned, on behalf of Direct Purchaser Class Plaintiffs and the Direct Purchaser Class, on the one hand, and Novartis, on the other, that the Direct Purchaser Class Action and all claims of Named Plaintiffs and the Direct Purchaser Class be settled, compromised, discharged and dismissed with prejudice as to Novartis (and, except as hereinafter provided, without costs as to Direct Purchaser Class Plaintiffs, the Direct Purchaser Class, or Novartis), subject to Court approval, on the following terms and conditions:

1. Direct Purchaser Class.

This settlement is on behalf of the Named Plaintiffs and a class defined as follows:

All persons or entities in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased Exforge directly from Novartis, or who purchased a generic version of Exforge directly from Par, at any time during the Class Period from September 21, 2012, until March 30, 2015 ("Exforge Direct Purchasers"). Excluded from the Class are Novartis and Par and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities.

Also excluded from the Class for purposes of this Settlement Agreement are the following entities: CVS Pharmacy, Inc. (which includes Omnicare), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co., The Kroger Co. (which includes Peytons), and H-E-B L.P. (“Retailer Plaintiffs”).

2. Reasonable Best Efforts to Effectuate This Settlement.

Named Plaintiffs, Plaintiffs’ Counsel and Novartis agree to recommend approval of this Settlement Agreement to the Court and to undertake their reasonable best efforts, including undertaking all actions contemplated by and 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 in the Direct Purchaser Class Action against Novartis. This includes Novartis serving notice on those entities required to receive notice pursuant to 28 U.S.C. § 1715.

3. Motion for Preliminary Approval of the Settlement.

As soon as possible and in no event later than 20 days after the date of execution of this Settlement Agreement, Named Plaintiffs shall submit to the Court—and Novartis shall not oppose in any court, including on appeal—a motion (the “Preliminary Approval Motion”) requesting entry of an order preliminarily approving this Settlement, and authorizing dissemination of notice to the Direct Purchaser Class (the “Preliminary Approval Order”) substantially in the form of Exhibit A hereto. The Preliminary Approval Motion shall, *inter alia*:

- a. request preliminary approval of the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23, and in the best interests of the Direct Purchaser Class;
- b. request a schedule for a hearing by the Court after the notice period has expired to approve the Settlement and to consider Plaintiffs’ Counsel’s applications for attorneys’ fees,

reimbursement of costs and expenses, and service awards as set forth in this Settlement Agreement;

c. request a stay of all proceedings against Novartis in the Direct Purchaser Class Action until such time as the Court renders a final decision regarding the approval of the Settlement as described below in Paragraph 6, except those proceedings provided for or required by this Settlement Agreement;

d. seek approval of an escrow agreement regarding the Settlement consideration described below in Paragraph 7;

e. seek approval for notice to the Class by means of direct first-class United States mail notice substantially in the form attached hereto as Exhibit B;

f. include a proposed form of order (substantially in the form attached as Exhibit A), which includes such provisions as are typical in such orders, including a finding that the proposed plan of notice complies with Rule 23 and the requirements of due process; and

g. seek certification of the Direct Purchaser Class as defined in Paragraph 1 for purposes of settlement.

After the Court preliminarily approves the Settlement, Named Plaintiffs shall, in accordance with the Preliminary Approval Order, provide Direct Purchaser Class members with notice of the Settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure substantially in the form attached hereto as Exhibit B.

4. Class Certification.

Named Plaintiffs shall seek Court approval of the certification of the Direct Purchaser Class for purposes of settlement in light of the proposed Settlement only, concurrently with their Preliminary Approval Motion. Defendants will not oppose Direct Purchaser Class Plaintiffs' motion for class certification in connection with the proposed Settlement only. Neither this

Settlement Agreement, nor any other Settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other Settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Novartis 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 preliminarily approves this Settlement, Named Plaintiffs shall submit—and Novartis shall not oppose in any court, including on appeal—a motion for final approval by the Court of this Settlement (“Final Approval Motion”) after notice has been disseminated to Class Members pursuant to the Preliminary Approval Order. The Final Approval Motion shall seek entry of an order and final judgment (“Final Approval Order”) substantially in the form attached hereto as Exhibit C:

a. finding this Settlement Agreement and its terms to be a fair, reasonable, and adequate settlement as to Named Plaintiffs and the Direct Purchaser Class within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms;

b. finding that all members of the Class (“Class Members”) shall be bound by this Settlement Agreement, including the release provisions and covenant not to sue set forth in this Settlement Agreement;

c. finding that the notice given constitutes due, adequate, and sufficient notice and meets the requirements of due process and the Federal Rules of Civil Procedure;

d. incorporating the release set forth in Paragraph 11 of this Settlement Agreement, and forever barring the Releasors from asserting any Released Claims against any of the Releasees as defined below;

e. providing for the payment of reasonable attorneys' fees and reimbursement of costs and expenses solely from the Settlement Fund;

f. providing for payment solely from the Settlement Fund of service awards in the amount of \$100,000 each to the Named Plaintiffs, in addition to whatever monies each may receive from the Settlement Fund pursuant to a Court-approved plan of allocation;

g. directing that all claims by and on behalf of Named Plaintiffs and the Direct Purchaser Class be dismissed with prejudice as to Novartis and, except as provided for herein, without costs or attorney's fees recoverable under 15 U.S.C. § 15(a);

h. retaining exclusive jurisdiction over the Settlement and the Settlement Agreement, including the administration and consummation of the Settlement; and

i. directing that the judgment of dismissal with prejudice of all Direct Purchaser Class claims against Novartis shall be final and immediately appealable pursuant to Fed. R. Civ. P. 54(b), there being no just reason for delay.

6. Finality of Settlement.

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

a. The Settlement is not terminated pursuant to Paragraph 13;

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

c. The Court enters the Final Approval Order described in Paragraph 5, entering a final judgment of dismissal with prejudice as to Novartis against Named Plaintiffs and the Class; and

d. The time for appeal from the Court's signing of the Final Approval Order has expired or, if the Final Approval Order is appealed, it has been resolved by agreement and withdrawn by the appealing party, or it has been affirmed by the court of last resort to which an appeal of such Final Approval Order may be taken and such affirmance has become no longer subject to further appeal or review.

7. The Settlement Fund.

a. Subject to the terms and conditions of this Settlement Agreement and the Escrow Agreement (as defined below), within thirty (30) business days after entry by the Court of the Preliminary Approval Order without material change, and upon receipt from Plaintiffs' Counsel of wiring instructions on the recipient's letterhead that include the bank name and ABA routing number, account name, and account number, and a signed Form W-9 reflecting a valid taxpayer identification number for the qualified settlement account in which the funds are to be deposited, Defendants shall deposit the "Settlement Fund Amount" (as defined below) into an escrow account (the "Escrow Account") held and administered by First State Trust Company (the "Escrow Agent"). The Settlement Fund Amount shall be one hundred twenty-six million, eight hundred fifty thousand dollars (\$126,850,000.00). The Settlement Fund Amount deposited by Defendants into the Escrow Account and any accrued interest after deposit shall become part of and shall be referred to as the "Settlement Fund."

b. If the Settlement is approved by the Court and becomes final as provided for in Paragraph 6, and one or more Exforge Direct Purchaser(s) had properly excluded itself (themselves) from the Direct Purchaser Class (other than a Retailer Plaintiff or any federal

governmental entities) prior to the expiration of the opt-out period prescribed by the Court, the *pro rata* share(s) for such Exforge Direct Purchaser(s) plus any accrued interest attributable to such *pro rata* share(s) and less any taxes attributable to such *pro rata* share(s), shall be returned to Novartis within eight (8) business days of the Settlement becoming final as provided for in Paragraph 6.

c. The Escrow Account shall be established and administered pursuant to the Escrow Agreement attached hereto as Exhibit D (the “Escrow Agreement”). It is intended that the Escrow Account be treated as a “qualified settlement fund” for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1 and that any taxes due as a result of income earned by the Settlement Fund will be paid from the Settlement Fund. Except as otherwise expressly permitted by Paragraph 3(d)(4) of the Escrow Agreement, the Escrow Agent shall disburse funds from the Escrow Account only pursuant to and consistent with the express terms of this Settlement Agreement, the Preliminary Approval Order, the Final Judgment and Order, the Escrow Agreement, and as expressly authorized by any other applicable order of the Court. Interest earned by the Settlement Fund shall become part of the Settlement Fund, less any taxes imposed on such interest.

d. The Settlement Fund shall be available for distributions to members of the Direct Purchaser Class upon the Settlement becoming final pursuant to Paragraph 6 of this Settlement Agreement, subject to deductions for payments of: (1) reasonable attorneys’ fees, costs and expenses approved by the Court (and any interest awarded thereon); (2) any Court-approved service awards to the Named Plaintiffs; (3) taxes payable on the Settlement Fund; and (4) any and all administrative and notice expenses associated with this litigation or the Settlement.

e. The total consideration that Novartis will pay for this Settlement shall be the Settlement Fund Amount only. No portion of the Settlement Fund Amount shall constitute, or shall be construed as constituting, a payment in lieu of treble damages, fines, penalties, punitive damages or forfeitures. Novartis shall have no liability, obligation, or responsibility of any kind in connection with the investment, disbursement, oversight, allocation or distribution of the Settlement Fund, and shall not be responsible for disputes relating to the amount, allocation, or distribution of any fees or expenses. Further, after paying the Settlement Fund Amount, Novartis shall not be liable for any additional payments to Named Plaintiffs, Plaintiffs' Counsel, or the Direct Purchaser Class pursuant to this Settlement Agreement. Novartis shall not be liable for any costs, attorneys' fees, other fees, or expenses of any of Named Plaintiffs' or the Direct Purchaser Class's respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

8. No Injunctive Relief.

This Settlement Agreement does not include any provisions for injunctive relief.

9. Full Satisfaction; Limitation of Interest and Liability.

Class Members shall look solely to the Settlement Fund for settlement and satisfaction against Novartis of all claims that are released hereunder. Except as provided herein or by order of the Court, no Class Member shall have any interest in the Settlement Fund or any portion thereof.

10. Attorneys' Fees, Expenses and Costs, and Service Awards.

a. Plaintiffs' Counsel intend to seek, solely from the Settlement Fund, attorneys' fees of up to 33 1/3% of the Settlement Fund (including a proportionate share of accrued interest but net of any reimbursed expenses awarded) plus the reimbursement of reasonable costs and

expenses incurred in the prosecution of the Action, and service awards of \$100,000 to each of the Named Plaintiffs (“Fee and Expense Award”). Novartis agrees not to oppose in any court, including on appeal, such an application by Plaintiffs’ Counsel. Any attorneys’ fees, expenses, costs and service awards approved by the Court, or as may be agreed, shall be payable solely out of the Settlement Fund, and Plaintiffs’ Counsel shall not seek payment of same from any source other than the Settlement Fund. Named Plaintiffs and Class Members shall not seek payment of any attorneys’ fees or costs from Novartis in this Action, or in any other action related to the Released Claims set forth below.

b. The procedures for and the allowance or disallowance by the Court of the Fee and Expense Award to be paid out of the Settlement Fund (other than Novartis’s agreement not to oppose such application) are not part of this Settlement Agreement and are to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Fee and Expense Award, or any appeal from any such order, shall not operate to terminate or cancel this Settlement Agreement or provide a basis to terminate or cancel this Settlement Agreement, affect or delay the finality of the judgment approving the Settlement, or affect or delay the payment of the Settlement Fund Amount.

11. Releases.

a. Upon the occurrence of the Effective Date, Named Plaintiffs and all Class Members, whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, on behalf of themselves and their respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint

ventures, heirs, executors, administrators, representatives (and the parents' subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing, on their own behalf and as assignee or representative of any other entity (but not including the Retailer Plaintiffs and all federal governmental entities) (collectively, the "Releasers"), will release and forever discharge, and covenant not to sue or otherwise seek to establish or impose liability against, Novartis and its past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries', and affiliates' past, present, and future officers, directors, employees, agents, attorneys, servants, and representatives), and predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing (collectively, the "Releasees") from all manner of claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, under federal or state laws, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, in law or equity, that arise out of or relate, in whole or in part in any manner to the Direct Purchaser Class Action that accrued prior to the date of this Settlement Agreement, (collectively, this entire paragraph represents the "Released Claims").

This Settlement Agreement is not intended to release anyone other than the Releasees, and is not on behalf of anyone other than the Releasers. For the avoidance of doubt, nothing herein shall be construed to effect a release of any kind of any claim against Par Pharmaceutical, Inc.

b. Named Plaintiffs and each Class member, on behalf of themselves and all other Releasors, hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and/or benefits conferred by § 1542 of the California Civil Code, which reads:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Releasor 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 Paragraph 11 of the Settlement Agreement, but each Releasor hereby expressly waives and fully, finally and forever settles, releases, and discharges, upon this Settlement becoming final, any known or unknown, foreseen or unforeseen, 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. Each Named Plaintiff and Class Member also hereby expressly waives and fully, finally and forever settles, releases, and discharges any and all claims that are the subject matter of Paragraph 11 of the Settlement Agreement that it may have against any Releasees under § 17200, *et seq.*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction.

12. Reservation of Claims.

The intent of this Settlement is to effect a complete and total resolution of this Action to the extent of the Released Claims. Thus, notwithstanding the foregoing, the Settlement is not

intended to, and does not, release any claims: (1) arising in the ordinary course of business between Releasors and the Releasees arising 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; (2) arising out of or in any way relating to any alleged price-fixing agreement between or among manufacturers of generic pharmaceutical products, including but not limited to Novartis or Sandoz Inc., including claims alleged in *In re: Generic Pharmaceuticals Pricing Antitrust Litig.*, MDL No. 2724, Case No. 16-MD-2724 (E.D. Pa.); and/or (3) of any sort that do not relate specifically to brand or generic Exforge.

13. Termination.

If the Court declines to finally approve this Settlement because it is not fair, reasonable or adequate, or any appellate court determines that this Settlement is not fair, reasonable or adequate, then the Settlement and this Settlement Agreement, shall be terminated. Novartis shall have the option to terminate the Settlement and this Settlement Agreement and have the Settlement Fund Amount refunded to Novartis if a mutually agreed percentage of the Exforge Direct Purchasers opts out of the Settlement, as described in Paragraph 14 below. If, for any reason, the Settlement does not become final in accordance with the terms of this Settlement Agreement, then (a) this Settlement Agreement shall be of no force and effect, (b) the amount of the Settlement Fund, including any and all interest earned thereon, but less the costs described in Paragraph 7(d)(3)-(4), shall be returned to Novartis within 14 calendar days after the Escrow Agent receives notice of termination as provided for in this Paragraph 13, less half the costs already expended on notice and claims administration, and (c) any release pursuant to Paragraph 11 shall be of no force and effect. If this Settlement Agreement is terminated for any reason,

Plaintiffs' Counsel shall be responsible for notifying the Escrow Agent of such termination within three (3) calendar days of such termination.

14. Opt-Outs

Novartis shall have the option to terminate this Settlement Agreement if the percentage of Exforge Direct Purchasers (other than the Retailer Plaintiffs and all federal governmental entities) that opt out of the Settlement exceeds a percentage set forth in a confidential supplement agreement to be filed *in camera* upon request of the Court (the "Opt-Out Percentage"), the form of which is attached hereto as Exhibit E. Any disputes regarding the application of any aspect of this Paragraph 14, including the Opt-Out Percentage, shall be resolved by the Court, with Named Plaintiffs, Novartis, and the opt-outs all having the opportunity to be heard.

15. Resumption of Litigation.

The parties agree, subject to the approval of the Court, that in the event that the Settlement Agreement does not become final pursuant to Paragraph 6, litigation of the Direct Purchaser Class Action against Novartis will resume in a reasonable manner to be approved by the Court upon joint application by the parties hereto, subject to Novartis's reservation of rights to assert all substantive and procedural claims and defenses that might be available to it.

16. Preservation of Rights. The parties hereto agree that this Settlement Agreement, whether it becomes final or not, and any and all negotiations, documents and discussions associated with it shall, without prejudice to the rights of any party (except to the extent provided herein), not be deemed or construed to be an admission or evidence of any violation of any statute or law (or lack thereof), of any liability or wrongdoing by Novartis (or lack thereof), or of the truth (or lack thereof) of any of the claims or allegations made by Named Plaintiffs or Novartis in any pleading or document, and evidence thereof shall not be discoverable or used directly or indirectly, in any way (other than to effectuate or enforce the terms of this Settlement

Agreement). The parties expressly reserve all of their rights if the Settlement does not become final in accordance with the terms of this Settlement Agreement.

17. Taxes.

a. The parties to this Settlement Agreement and their counsel shall treat, and shall cause the Escrow Agent to treat, the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The parties, their counsel, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the Settlement Fund in this manner. In addition, the Escrow Agent and, as required, the parties shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1.

b. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “Administrator” of the Settlement Fund shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Settlement Fund (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)).

c. Any taxes (including estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund will be paid from the Settlement Fund. Plaintiffs’

Counsel shall be solely responsible for directing the Escrow Agent to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund. Further, Plaintiffs' Counsel shall be solely responsible for directing the Escrow Agent to make any tax payments, including interest and penalties due, on income earned by the Settlement Fund. Plaintiffs' Counsel shall be entitled to direct the Escrow Agent to pay from the Settlement Fund all customary and reasonable tax expenses, including professional fees and expenses incurred in connection with carrying out the Escrow Agent's or tax preparer's responsibilities as set forth in this Paragraph. Novartis shall have no responsibility to make any tax filings related to the Settlement, this Settlement Agreement, or the Settlement Fund, and shall have no responsibility to pay taxes on any income earned by the Settlement Fund, or to pay taxes with respect thereto unless the settlement is not consummated and the Settlement Fund or the net settlement fund (less half the costs already expended on notice and claims administration) is returned to Novartis. Other than as specifically set forth in the preceding sentence, Novartis shall have no responsibility for the payment of taxes or tax-related expenses. If, for any reason, for any period of time, Novartis is required to pay taxes on income earned by the Settlement Fund, the Escrow Agent shall, upon written instructions from Novartis with notice to Plaintiffs' Counsel, timely pay to Novartis sufficient monies from the Settlement Fund to enable it to pay all taxes (state, federal, or other) on income earned by the Settlement Fund.

18. Binding Effect.

This Settlement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and to the Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Named Plaintiffs and their counsel shall be binding upon all Class Members.

19. Integrated Agreement.

This Settlement Agreement, together with the schedules and exhibits hereto and the documents incorporated herein by reference, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the parties hereto with respect to the transactions contemplated by this Settlement Agreement, and supersedes all prior agreements or understandings, whether written or oral, between or among any of the parties hereto with respect to the subject matter hereof. This Settlement Agreement shall not be modified in any respect except by a writing executed by all of the parties hereto.

20. Independent Settlement.

This Settlement is not conditioned on approval by any other member of the Direct Purchaser Class or the settlement of any other case.

21. 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.

22. No Party is the Drafter.

None of the parties hereto shall be considered to be 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.

23. Intended Beneficiaries.

No provision of this Settlement Agreement will provide any rights to, or be enforceable by, any person or entity that is not Named Plaintiffs, Plaintiffs' Counsel, a Class Member, or Novartis. Neither Named Plaintiffs nor Plaintiffs' Counsel may assign or otherwise convey any right to enforce or dispute any provision of this Settlement Agreement.

24. Choice of Law.

All terms of this Settlement Agreement shall be governed by federal common law.

25. Consent to Jurisdiction.

Novartis and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein. 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.

26. Stay of Proceedings.

Pending Court approval of the Settlement, Named Plaintiffs agree to support any motion by Novartis to stay any and all proceedings against Novartis in the Direct Purchaser Class Action other than those incident to this settlement process and to grant extensions of time with respect to any deadlines necessary to effectuate such stays.

27. Representations and Warranties.

Each party hereto represents and warrants to each other party hereto that it has the requisite authority (or in the case of natural persons, the legal capacity) to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby.

28. No Admission.

Nothing in this Settlement Agreement, nor in any document related to this Settlement Agreement, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or

herein, shall be construed as an admission or concession 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 Novartis, including, without limitation, that Novartis has engaged in any conduct or practices that violate any antitrust statute or other law.

29. Notice.

Notice to Novartis pursuant to this Settlement Agreement shall be sent by United States mail and electronic mail to:

Rachel Skaistis
CRAVATH, SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000
rskaisis@cravath.com

Notice to the Direct Purchaser Class Plaintiffs pursuant to this Settlement Agreement shall be sent by United States mail and electronic mail to Plaintiffs' Counsel:

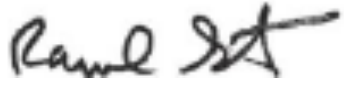
Bruce E. Gerstein
Dan Litvin
GARWIN GERSTEIN & FISHER, LLP
Wall Street Plaza
88 Pine Street, 10th Floor
New York, NY 10005
bgerstein@garwingerstein.com
dlitvin@garwingerstein.com

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 hereinabove provided, ten (10) calendar days before the change is effective.

30. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first herein above written.

By:  _____

Rachel Skaistis
CRAVATH, SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000
rskaisis@cravath.com

*Counsel for Novartis Pharmaceuticals
Corporation and Novartis AG*

By:  _____

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EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION THIS DOCUMENT RELATES TO: All Direct Purchaser Class Actions	Case No. 1:18-cv-04361 (AKH)
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**[PROPOSED] ORDER GRANTING DIRECT PURCHASER CLASS PLAINTIFFS’
UNOPPOSED MOTION FOR CERTIFICATION OF A SETTLEMENT CLASS,
APPOINTMENT OF CLASS COUNSEL, PRELIMINARY APPROVAL OF PROPOSED
SETTLEMENT, APPROVAL OF THE FORM AND MANNER OF NOTICE TO THE
CLASS AND PROPOSED SCHEDULE FOR A FAIRNESS HEARING**

Upon review and consideration of Direct Purchaser Class Plaintiffs’ Unopposed Motion for Certification of a Settlement Class, Appointment of Class Counsel, Preliminary Approval of Proposed Settlement, Approval of the Form and Manner of Notice to the Class, Proposed Schedule for a Fairness Hearing, and exhibits thereto, and any hearing thereon, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said motion is GRANTED as follows:

Jurisdiction

1. This Order hereby incorporates by reference the definitions in the Settlement Agreement among Novartis, Named Plaintiffs, and the Direct Purchaser Class, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

2. This Court has jurisdiction over each of the named plaintiffs, Drogueria Betances, LLC (“Betances”), Rochester Drug Co-Operative, Inc. (“RDC”), FWK Holdings, LLC (“FWK”) and KPH Healthcare Services, Inc., a/k/a Kinney Drugs, Inc. (“KPH”) (collectively the “Named Plaintiffs” or “Direct Purchaser Class Plaintiffs”) and Novartis Pharmaceuticals Corporation and Novartis AG (collectively “Novartis”), and jurisdiction over the litigation to which Direct Purchaser Class Plaintiffs and Novartis are parties.

Certification of the Proposed Class

The Court makes the following determinations as required by Federal Rule of Civil Procedure 23 solely in connection with the proposed settlement:

3. Pursuant to Rule 23(c)(1)(B), the Class, which shall hereinafter be denominated “the Class,” is defined as follows:

All persons or entities in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased Exforge directly from Novartis, or who purchased a generic version of Exforge directly from Par, at any time during the Class Period from September 21, 2012, until March 30, 2015. (“Exforge Direct Purchasers”). Excluded from the Class are Novartis and Par and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities.

Also excluded from the Class for purposes of this Settlement Agreement are the following entities: CVS Pharmacy, Inc. (which includes Omnicare), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co., The Kroger Co. (which includes Peytons), and H-E-B L.P. (“Retailer Plaintiffs”).

4. Pursuant to Rule 23(a)(1), the Court determines that the Class is so numerous and geographically dispersed that joinder of all members is impracticable. The Class has (at least) 50 members geographically dispersed throughout the United States, which is sufficient to satisfy the impracticality of joinder requirement of Rule 23(a)(1).

5. Pursuant to Rule 23(c)(1)(B), the Court determines that the following issues relating to claims and/or defenses (expressed in summary fashion) present common, class-wide questions:

- a. whether Novartis and Par Pharmaceutical, Inc. (“Par”) conspired to suppress generic competition to Exforge;
- b. whether Par agreed to delay its entry into the market with generic Exforge;
- c. whether Novartis made a large reverse payment to Par;

- d. whether Novartis's reverse payment to Par was for a purpose other than the delayed entry of generic Exforge;
- e. whether Novartis's reverse payment to Par and Par's associated delayed launch of generic Exforge were reasonably necessary to yield and/or were the least restrictive means of yielding a procompetitive benefit that is cognizable and non-pretextual;
- f. whether Novartis's challenged conduct is illegal under the antitrust rule of reason;
- g. whether Novartis's challenged conduct suppressed generic competition to Exforge;
- h. whether Novartis possessed market or monopoly power over Exforge;
- i. to the extent a relevant market must be defined, what that definition is;
- j. whether the activities of Novartis's have substantially affected interstate commerce;
- k. whether, and to what extent, Novartis's conduct caused antitrust injury (overcharges) to Direct Purchaser Class Plaintiffs and the Direct Purchaser Class; and
- l. the quantum of overcharge damages paid by the Direct Purchaser Class in the aggregate.

6. The Court determines that the foregoing class wide issues relating to claims and/or defenses are questions of law or fact common to the Class that satisfy Rule 23(a)(2).

7. The Named Plaintiffs are hereby appointed as representatives of the Class, for the following reasons:

- a. The Named Plaintiffs allege, on behalf of the Class, the same manner of injury from the same course of conduct that they complain of themselves, and assert on their own behalf the same legal theory that they assert for the Class. The Court therefore determines that the Named Plaintiffs' claims are typical of the claims of the proposed Class within the meaning of Rule 23(a)(3); and
- b. Pursuant to Rule 23(a)(4), the Court determines that the Named Plaintiffs Betances, RDC, FWK, and KPH will fairly and adequately protect the interests of the Class. The Named Plaintiffs' interests do not conflict with the interests of absent members of the Class. All of the members of the Class share a common interest in proving Novartis's and Par's alleged anticompetitive conduct, and all Class Members share a common interest in recovering the overcharge damages sought in the Complaint. Moreover, the Class is made up of business entities and any Class Member that wishes to opt out will be given an opportunity to do so. Furthermore, the Named Plaintiffs are well qualified to represent the Class in this case, given their experience in prior cases, and the vigor with which they have prosecuted this action thus far.

8. Pursuant to Rule 23(b)(3), the Court determines that, in connection with and solely for purposes of settlement, common questions of law and fact predominate over questions affecting only individual members. In light of the classwide claims, issues, and defenses set forth above, the issues in this action that are subject to generalized proof, and thus applicable to the

Class as a whole, predominate over those issues that are subject only to individualized proof. *See Sykes v. Mel S. Harris & Assocs. LLC*, 780 F.3d 70, 81-82 (2d Cir. 2015).

9. Also pursuant to Rule 23(b)(3), the Court determines that, in connection with and solely for purposes of settlement, a class action is superior to other available methods for the fair and efficient adjudication of this action. The Court believes it is desirable, for purposes of judicial and litigation efficiency, to concentrate the claims of the Class in a single action. The Court also believes that there are few manageability problems presented by a case such as this, particularly in light of the Settlement preliminarily approved in this Order.

10. Pursuant to Fed. R. Civ. P. 23(c)(1)(B) and 23(g), the Court having considered the factors provided in Rule 23(g)(1)(A), the Court appoints Garwin Gerstein & Fisher LLP as lead counsel, having previously appointed that firm as interim lead counsel on August 3, 2018. ECF No. 59 ¶ 8.

Preliminary Approval of the Proposed Settlement

11. Pursuant to Rule 23(e)(1)(B)(i), the Court finds that it will likely be able to approve the Settlement under Rule 23(e)(2), and therefore preliminarily approves the Settlement as set forth in the Settlement Agreement, including the releases contained therein, as being fair, reasonable and adequate to the Class based on the relevant factors under Rule 23(e)(2) and *City of Detroit v. Grinnell Corporation*, 495 F.2d 448, 463 (2d Cir. 1974), subject to the right of any class member to challenge the fairness, reasonableness or adequacy of the Settlement Agreement and to show cause, if any exists, why a final judgment dismissing the Action against Novartis, and ordering the release of the Released Claims against Releasees, should not be entered after due and adequate notice to the Class as set forth in the Settlement Agreement and after a hearing on final approval.

12. The Court finds that the proposed settlement, which includes a cash payment of \$126,850,000 by Novartis into an escrow account for the benefit of the Class (the “Settlement Fund”) in exchange for, *inter alia*, dismissal of the litigation between Direct Purchaser Class Plaintiffs and Novartis with prejudice and releases of certain claims against Novartis by Direct Purchaser Class Plaintiffs and the Class, as set forth in the Settlement Agreement, was arrived at by arm’s-length negotiations by highly experienced counsel after years of litigation and a mediation led by experienced mediator Eric D. Green, falls within the range of possibly approvable settlements, and is hereby preliminarily approved, subject to further consideration at the Fairness Hearing provided for below.

Approval of the Plan of Notice to the Class and Plan of Allocation

13. The proposed form of Notice to Class Members of the pendency of this Class Action and the proposed Settlement thereof (annexed as Exhibit B to the Settlement Agreement) satisfies the requirements of Rule 23(e) and due process, is otherwise fair and reasonable, and therefore is approved. Class Counsel shall cause the Notice substantially in the form attached to the Settlement Agreement to be disseminated by _____, 2023 (15 days following the entry of this Order) via first-class mail to the last known address of each entity that purchased Exforge and/or generic Exforge directly from Novartis and Par respectively during the Class Period.

14. Members of the Class may request exclusion from the Class or object to the Settlement no later than _____, 2023 (30 days from the date that the Notice is mailed to each member of the Class). Class Counsel or their designee shall monitor and record any and all opt-out requests that are received.

15. Pursuant to the Class Action Fairness Act of 2005 (“CAFA”) Novartis shall serve notices as required under CAFA within 10 days from the date Direct Purchaser Class Plaintiffs

file the Settlement Documents with the Court. Novartis shall contemporaneously provide Class Counsel with copies of any such notices.

16. The Court appoints RG/2 Claims Administration to serve as claims administrator and to assist Class Counsel in disseminating the Notice. All expenses incurred by the claims administrator must be reasonable, are subject to Court approval, and shall be payable solely from the Settlement Fund. The proposed Plan of Allocation satisfies the requirements of Rule 23(e), is otherwise fair and reasonable, and is, therefore, preliminarily approved, subject to further consideration at the Final Fairness Hearing

17. The Court appoints The First State Trust Company to serve as Escrow Agent for the purpose of administering the escrow account holding the Settlement Fund. All expenses incurred by the Escrow Agent must be reasonable, are subject to Court approval, and shall be payable solely from the Settlement Fund. A copy of the Escrow Agreement executed by The First State Trust Company and Plaintiffs' Counsel is annexed as Exhibit D to the Settlement Agreement. The Court approves the establishment of the Settlement Fund under the Settlement Agreement as a qualified settlement fund ("QSF") pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder, and retains continuing jurisdiction as to any issue that may arise in connection with the formation and/or administration of the QSF. Plaintiffs' Counsel are, in accordance with the Settlement Agreement, authorized to expend funds from the QSF for the payment of the costs of notice, payment of taxes, and settlement administration costs

Final Fairness Hearing

18. A hearing on final approval (the "Fairness Hearing") shall be held before this

Court at _____ on _____, 2023, at the United States District Court for the Southern District of New York, 500 Pearl Street, Courtroom 14D, New York, NY 10007-1312. At the Fairness Hearing, the Court will consider, *inter alia*: (a) the fairness, reasonableness and adequacy of the Settlement and whether the Settlement should be finally approved; (b) whether the Court should approve the proposed plan of distribution of the Settlement Fund among Class members; (c) whether the Court should approve awards of attorneys' fees and reimbursement of expenses to Class Counsel; (d) whether service awards should be awarded to the Named Plaintiffs; and (e) whether entry of a Final Judgment and Order terminating the litigation between Direct Purchaser Class Plaintiffs and Novartis should be entered. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with appropriate notice. Class Counsel shall be responsible for communicating any such notice promptly to the Class by posting a conspicuous notice on Class Counsel's website, www.garwingerstein.com.

19. Class members who wish to: (a) object with respect to the proposed Settlement; and/or (b) wish to appear in person at the Fairness Hearing, must first send an Objection and, if intending to appear, a Notice of Intention to Appear, along with a Summary Statement outlining the position(s) to be asserted and the grounds therefore together with copies of any supporting papers or briefs, via first class mail, postage prepaid, to the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312, with copies to the following counsel:

On behalf of Direct Purchaser Class Plaintiffs and the Class:

Bruce E. Gerstein
Dan Litvin
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On behalf of Novartis:

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To be valid, any such Objection and/or Notice of Intention to Appear and Summary statement must be postmarked no later than _____, 2023 (30 days from the date that the Notice is mailed to each member of the Class). Except as herein provided, no person or entity shall be entitled to contest the terms of the proposed Settlement. All persons and entities who fail to file an Objection and/or Notice of Intention to Appear as well as a Summary Statement as provided above shall be deemed to have waived any such objections by appeal, collateral attack or otherwise and will not be heard at the Fairness Hearing.

20. All briefs and materials in support of the final approval of the settlement and the entry of Final Judgment proposed by the parties to the Settlement Agreement shall be filed with the Court by _____, 2023 (21 days after the expiration of the deadline for Class members to request exclusion from the Class or object to the Settlement and/or attorney's fees, expenses and service awards).

21. All briefs and materials in support of the application for an award of attorneys' fees and reimbursement of expenses, and service awards for the Named Plaintiffs, shall be filed with the Court by _____, 2023 (14 days prior to the expiration of the deadline

for Class members to request exclusion from the Class or object to the Settlement and/or attorney's fees, expenses and service awards).

22. All proceedings in the action between the Direct Purchaser Class Plaintiffs and Novartis are hereby stayed until such time as the Court renders a final decision regarding the approval of the Settlement and, if the Court approves the Settlement, enters Final Judgment and dismisses such actions with prejudice.

23. Neither this Order, nor the Settlement Agreement, nor any other Settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other Settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Novartis as to the validity of any claim that has been or could have been asserted by Direct Purchaser Class Plaintiffs against Novartis or as to any liability by Novartis as to any matter set forth in this Order, or as to whether any class, in this case or others, may be certified for purposes of litigation and trial.

SO ORDERED this ____ day of _____, 202_

The Honorable Alvin K. Hellerstein
United States District Judge

EXHIBIT B

**If you purchased brand or generic Exforge®
(fixed combinations of amlodipine and valsartan tablets)
directly from Novartis Pharmaceuticals Corp.,
Novartis AG, or Par Pharmaceutical, Inc., your rights
may be affected by the settlement of a class action lawsuit.**

A federal court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

The purpose of this Notice is to alert you to the existence of and provide important details about a proposed settlement relating to a class action lawsuit brought by Drogueria Betances, LLC, Rochester Drug Co-Operative, Inc., FWK Holdings, LLC, and KPH Healthcare Services, Inc., a/k/a Kinney Drugs, Inc., (collectively “Plaintiffs” or “Class Representatives”) on behalf of direct purchasers of brand or generic Exforge from Novartis Pharmaceuticals Corp. and Novartis AG (collectively, “Novartis”) and Par Pharmaceutical, Inc. (“Par”) and to give you the opportunity to object to or opt out of a proposed settlement of that lawsuit with only Novartis.

The proposed settlement is with Novartis and will provide \$126,850,000 in cash to resolve the Direct Purchaser Class’s claims against Novartis (the “Settlement Fund”).

Separate and apart from the proposed settlement with Novartis and in light of Par having filed for bankruptcy on August 16, 2022 in the United States District Court for the Southern District of New York, Case No. 22-22546, the Class Representatives have stipulated to dismissal with prejudice of *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH) against Par. This means that the Class Representatives are no longer pursuing claims on behalf of a proposed class of direct purchasers against Par. The Class Representatives’ dismissal of their case against Par does not impact your rights under the proposed settlement with Novartis.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT,
SO PLEASE READ THIS NOTICE CAREFULLY.**

The Court has scheduled a hearing to decide on final approval of the settlement with Novartis, the plan for allocating the Settlement Fund to Direct Purchaser Class Members (summarized in the responses to Questions 6 and 7 below), and Class Counsel’s request for settlement administration costs, attorneys’ fees, reimbursement of Class Counsel’s out-of-pocket expenses and costs, and service awards to the Class Representatives. That hearing is scheduled for [XX/XX, 2023] before U.S. District Court Judge Alvin K. Hellerstein in Courtroom 14D of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007.

Judge Alvin K. Hellerstein of the United States District Court for the Southern District of New York has determined that the lawsuit between Plaintiffs and Novartis can proceed as a class action for purposes of this settlement because it meets the requirements of the Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The class (hereinafter, the “Direct Purchaser Class” or the “Class”) includes the following:

All persons or entities in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased brand Exforge directly from Novartis, or who purchased a generic version of Exforge directly from Par, at any time during the period from September 21, 2012 until March 30, 2015 (“Exforge Direct Purchasers”). Excluded from the Class are Novartis and Par and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities.

Also excluded from the Class for purposes of this Settlement Agreement are the following entities: CVS Pharmacy, Inc. (which includes Omnicare), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co., The Kroger Co. (which includes Peytons), and H-E-B L.P. (“Retailer Plaintiffs”).

The proposed settlement will affect the rights of all members of the Class, as defined above, unless they exclude themselves from the Class.

The Court in charge of this case still has to decide whether to give Final Approval to the proposed settlement with Novartis.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
WHEN YOU RECEIVE A CLAIM FORM, PROMPTLY COMPLETE AND RETURN IT	You do not need to do anything now to remain a member of the Direct Purchaser Class. If the settlement with Novartis is approved and you are a member of the Class, and you have not previously excluded yourself from the Class, you will receive a Claim Form by mail to complete, sign, and return to obtain a share of the Settlement Fund.
EXCLUDE YOURSELF FROM THE CLASS	You may choose to exclude yourself (<i>i.e.</i> , “opt out”) from the Class. If you decide to exclude yourself, you will not be bound by any decision in this lawsuit relating to Novartis. This is the only option that allows you to ever be part of any legal action other than this lawsuit relating to the legal claims against Novartis in this case.
STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT	If you object to any part or all of the proposed settlement but you do not wish to exclude yourself from the Class, write to the Court about why you do not like the proposed settlement.
GET MORE INFORMATION	If you would like to receive more information about the proposed settlement, you can send questions to the lawyers identified in this Notice and/or attend the hearing at which the Court will evaluate the proposed settlement.

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

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BASIC INFORMATION

1. Why Did I Get This Notice?

You received this Notice because, according to sales data produced by Novartis and Par, you may have purchased brand Exforge directly from Novartis and/or generic Exforge directly from Par during the period from September 21, 2012 through March 30, 2015.

A federal court authorized this Notice because you have a right to know about the proposed settlement with Novartis and about all of your options before the Court decides whether to grant final approval of the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and eligibility for those benefits. Note that you may have received this Notice in error; simply receiving this Notice does not mean you are definitely a member of the Direct Purchaser Class. You may confirm that you are a member of the Direct Purchaser Class by reviewing the criteria set forth in Question 5 below. You may also call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 9 below.

2. What Is This Lawsuit About?

Plaintiffs filed lawsuits individually and as representatives of all persons or entities in the U.S. and its territories, including Puerto Rico, who purchased brand or generic Exforge directly from Novartis and/or Par at any time during the period from September 21, 2012 until March 30, 2015 (the “Class”). Excluded from the Class are Novartis and Par and their officers, directors, management, employees, subsidiaries, or affiliates, and all federal governmental entities. Also excluded are the Retailer Plaintiffs: CVS Pharmacy, Inc. (which includes Omnicare), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co., The Kroger Co. (which includes Peytons), and H-E-B L.P.

The lawsuit asserts that as a result of the Novartis’s and Par’s alleged unlawful conduct, the prices paid for brand Exforge and generic Exforge (fixed combinations of amlodipine and valsartan) were higher than they otherwise would have been. The Plaintiffs seek to recover damages in the form of overcharges on direct purchases of brand and generic Exforge from Novartis and Par. Plaintiffs allege the overcharges were caused by Novartis’s and Par’s conduct. Under federal antitrust law, any damages awarded at trial are automatically trebled (that is, tripled). Plaintiffs also seek to recover attorneys’ fees and costs.

The lawsuit alleges that the Novartis and Par violated federal antitrust laws by unlawfully impairing and delaying the introduction of generic versions of the prescription drug Exforge into the United States market. The Plaintiffs allege that by September 21, 2012, Novartis, the manufacturer of brand Exforge, and Par, a generic pharmaceutical company, entered into a “pay for delay” or “reverse payment” agreement in violation of the federal antitrust laws. A “pay for delay” or “reverse payment” agreement, generally speaking, is an agreement in which a brand name drug company provides compensation to a generic competitor, and in return, the generic competitor agrees to stop challenging, or stop trying to invent around, the brand company’s patent and agrees to delay launching its generic product. Absent the alleged “pay for delay” agreement, the Plaintiffs claim, Par would have launched generic Exforge earlier than September 30, 2014, the date on which Par actually launched generic Exforge. The Plaintiffs also claim that Novartis would have launched their own competing generic version of Exforge, an “authorized generic,” at or about the same time absent this alleged “pay for delay” agreement. The Plaintiffs allege that the prices for brand and generic Exforge were higher than they would have been absent the challenged unlawful conduct.

Novartis denies all these allegations, including that the Plaintiffs or Class members are entitled to damages or any other relief.

There has been no determination by the Court or a jury that the allegations against Novartis have been proven or that, if proven, Novartis's conduct caused harm to the Class. This Notice is not an expression of any opinion by the Court as to the claims against Novartis or Par or the defenses asserted by Novartis or Par.

Judge Alvin K. Hellerstein of the United States District Court for the Southern District of New York is overseeing this class action and the settlement. The lawsuit is known as *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH).

3. Why Is This Lawsuit a Class Action?

In a class action lawsuit, one or more persons or entities sue on behalf of others who have similar claims. Together, all these entities make up the "Class" and are called "Class members." The companies that filed suit are called the "Plaintiffs" (or "Class Representatives"). The companies that are sued are called the "Defendants."

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class.

For the purpose of this proposed settlement, the Court has decided that this lawsuit can proceed as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The common legal and factual questions include:

- Whether Novartis conspired with Par to suppress generic competition to Exforge;
- Whether Novartis's conduct caused the Plaintiffs and members of the Class to pay higher prices than they otherwise would have; and
- Whether the alleged unlawful conduct is illegal under the antitrust laws.

The members of the class are "Direct Purchaser Class Members." A copy of the Court's preliminary order certifying the Class is available at <https://www.garwingerstein.com>.

4. Why Is There a Settlement?

Plaintiffs and Novartis were preparing to proceed with the litigation and eventually to go to trial, but they have now agreed to a proposed settlement. By settling, both the Plaintiffs and Novartis avoid the risk of trial and the continued costs of litigation. The Class Representatives and Class Counsel believe that the proposed settlement with Novartis is fair, adequate, reasonable, and in the best interests of the Class.

WHO IS INCLUDED IN THE CLASS AND THE SETTLEMENT

To see if you are in the Class, and if so, how you will be able to share in the Settlement Fund, you first have to decide if you are a Class member.

5. Am I Part of the Class and the Settlement?

You are in the Class if you are a person or entity in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased brand Exforge directly from Novartis, or who purchased a generic version of Exforge from Par, at any time during the period from September 21, 2012 until March 30, 2015. Excluded from the Class are Novartis and Par and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities. Also excluded are the Retailer Plaintiffs: CVS Pharmacy, Inc. (which includes Omnicare), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co., The Kroger Co. (which includes Peytons), and H-E-B L.P.

If you are not sure whether you are included, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 9 below.

THE SETTLEMENT BENEFITS: WHAT YOU GET

6. What Does the Settlement Provide?

Novartis has agreed to pay \$126,850,000 in cash into an interest-bearing escrow account (“Settlement Fund”) for the benefit of the Class.

If approved by the Court, the Settlement Fund, minus any Court-awarded fees and expenses to Class Counsel, the cost of settlement notice and administration, and service awards to the Class Representatives (the “Net Settlement Fund”), will be distributed to Class members who return valid and timely Claim Forms. The distribution will be made on a *pro rata* basis, consistent with each Class member’s aggregate share of the total Class purchases of brand and generic Exforge. The Allocation Plan utilizes the combined totals of each Class member’s purchases of brand and generic Exforge. This *pro rata* share is based on an estimate of relative purchases prepared by the Plaintiffs’ economist based on the best information available to Class Counsel at the time the Settlement Agreement was entered into. These estimates may be different from the final plan of allocation in the event that additional data becomes available.

Transactional sales data from Novartis and Par will be used to make these calculations. Class members will be given the opportunity to provide data or information to supplement or correct this information if they choose. Each Class member will receive a Claim Form pre-populated with information about their purchases to review and sign.

Class Counsel will ask for a service award for the Class Representatives of up to \$100,000 each from the Settlement Fund in recognition of their efforts to date on behalf of the Class.

In exchange for the Settlement Fund, Novartis will be released and discharged from all antitrust and similar claims relating to brand and generic Exforge (“Releasees” and “Released Claims” as defined in the Settlement Agreement). The full text of the release is included in the Settlement Agreement, available at <https://www.garwingerstein.com>.

This Notice is a summary only and is not intended to, and does not, vary the terms of the actual Settlement Agreement.

7. When Would I Get My Payment and How Much Would It Be?

Each Class member's proportionate *pro rata* recovery will be determined using a Court-approved Plan of Allocation. The detailed Plan of Allocation is posted and can be reviewed at <https://www.garwingerstein.com>. Under the proposed Plan of Allocation, your share of the Net Settlement Fund will depend on the total amount of brand and generic Exforge that you purchased from Novartis and Par, respectively from September 21, 2012 until March 30, 2015 ("Class Purchases"). Generally, those who purchased more will get a higher recovery.

Your share of the Net Settlement Fund will also depend on the number of valid Claim Forms that Class members submit. If fewer than 100% of the Class members send in a Claim Form, you could get a larger *pro rata* share.

Money from the settlement will only be distributed to Class members if the Court grants final approval of the settlement. Payment is conditioned on several matters, including the Court's approval of the settlement and such approval no longer being subject to any appeals to any court or, if there is an appeal, such appeal being final and no longer subject to any further appeal.

The Settlement Agreement may be terminated if the Court does not approve the settlement or materially modifies it. If the Settlement Agreement is terminated, the lawsuit will proceed against Novartis as if such settlement had not been reached.

8. How Can I Get a Payment?

If the settlement is approved by the Court, all Class members will receive a Claim Form by mail to request a *pro rata* share of the Net Settlement Fund. Court-approved fees and expenses for the attorneys and service awards to the Class Representatives will also be paid by the Settlement Fund. Transactional sales data from Novartis and Par will be used to make the *pro rata* share calculations. You will be asked to verify the accuracy of the information in the Claim Form that will be mailed to you if the Court approves the settlement, and to sign and return the form according to the directions on the form. Class members will be given the opportunity to provide data or information to supplement or correct this information.

Claim Forms must be postmarked (with any necessary supporting documentation if the claimant disagrees with the information contained in its claim form) within forty-five (45) days of the date the claim forms are mailed.

THE LAWYERS REPRESENTING YOU

9. Do I Have a Lawyer in this Case?

The Court appointed the law firm Garwin Gerstein & Fisher, LLP to serve as lead class counsel to represent you and all Class members. Their contact information is as follows:

Bruce E. Gerstein
Dan Litvin
GARWIN GERSTEIN & FISHER, LLP
Wall Street Plaza
88 Pine Street, 10th Floor
New York, NY 10005
T: (212) 398-0055
F: (212) 764-6620
bgerstein@garwingerstein.com
dlitvin@garwingerstein.com

10. Should I Get My Own Lawyer?

You do not need to hire your own lawyer if you are in the Class because the lawyers appointed by the Court are working on your behalf as to claims against Novartis. You may hire a lawyer and enter an appearance through your lawyer at your own expense if you so desire and if you desire to pursue claims against Par, because the Class Representatives have stipulated to dismissal of their claims against Par with prejudice, meaning they are no longer pursuing those claims against Par. Again, if you wish to proceed against Par, you should contact your own lawyer promptly. You do not have to opt out of the Class in order to pursue a claim against Par, if you wish to do so.

11. How Will the Lawyers Representing the Class Be Paid?

If the Court gives Final Approval to the settlement with Novartis, then the Court will be asked to approve reasonable fees and expenses for the lawyers who worked on the case and for reimbursement of the litigation expenses they have advanced on behalf of the Class. Class Counsel intend to seek attorneys' fees of up to 33 1/3% of the Settlement Fund less court-approved expenses and service awards, but including a proportionate share of accrued interest. If the Court grants Class Counsel's requests, fees and expenses would be deducted from the Settlement Fund. Class members will not have to pay any attorneys' fees or expenses out of their own pockets.

Any application by Class Counsel for an award of attorneys' fees, reimbursement of expenses, and service awards to the Class Representatives will be filed with the Court and made available for download and/or viewing on or before [XX/XX, 20XX] at <https://www.garwingerstein.com>, as well as the offices of the Clerk of Court for the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007, during normal business hours.

EXCLUDING YOURSELF FROM THE CLASS AND THE SETTLEMENT

12. Can I Get Out of the Settlement with Novartis?

Yes, if you exclude yourself from the Class (*i.e.*, “opt out” of the Class) on or before [XX/XX, 20XX]. To exclude yourself, you must send a letter via first class U.S. mail saying that you want to exclude yourself from the Direct Purchaser Class Action in *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH) (S.D.N.Y.). Be sure to include your name, address, telephone number, and your signature. Mail the exclusion to the lawyers listed in Question 14 below. Your letter requesting exclusion must be postmarked no later than [XX/XX, 20XX].

If you exclude yourself from the Class, you will not get a share of the Net Settlement Fund and you will not be legally bound by anything that happens in the lawsuit between Plaintiffs and Novartis, and you may be able to sue (or continue to sue) Novartis in the future about the legal issues in this case. If you exclude yourself from the Class so that you can start, or continue, your own lawsuit against Novartis and/or Par, you should talk to your own lawyer as soon as possible, because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer about this issue.

If you do not exclude yourself from the Class, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Novartis arising from the claims released as part of the settlement, including claims brought in the case between Plaintiffs and Novartis. All of the Court’s orders in *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH) (S.D.N.Y.) relating to claims against Novartis will apply to you and legally bind you. You will also be bound by the proposed settlement between Plaintiffs and Novartis if the Court grants Final Approval to the proposed settlement and enters final judgment in the case between the Plaintiffs and Novartis.

13. If I Don’t Exclude Myself, Can I Sue Novartis for the Same Thing Later?

No. If you remain in the Class and the settlement is approved by the Court, you give up your right to sue Novartis relating to your purchases of brand and generic Exforge. That is called “releasing” your claims and potential claims against Novartis relating to your purchases of Exforge and/or generic Exforge from Novartis and Par. The full text of the release is included in the Settlement Agreement at Paragraph 11.

If you have your own pending lawsuit, speak to your lawyer in that case immediately, because you must exclude yourself from this Class to continue your own lawsuit against Novartis. Remember, the exclusion deadline is [XX/XX, 20XX].

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with all or any part of the proposed settlement, and/or the application for attorneys’ fees, costs, and expenses, and/or service awards to the Class Representatives. If you exclude yourself from the Class, however, you cannot object to the proposed settlement or the application for attorneys’ fees, costs, expenses and/or incentive awards to the Class Representatives.

14. How Do I Tell the Court That I Do Not Like the Settlement?

If you are a member of the Class, you can object to the settlement or any part of it if you do not like it. The Court will consider your views. To object, you must send a letter via First Class U.S. Mail saying that you object to the settlement in *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH) (S.D.N.Y.). Be sure to include your name, address, telephone number, signature, and the reasons why you object to the settlement. Mail the objection separately to each of the following:

Counsel for Novartis	Class Counsel
Evan R. Chesler Rachel G. Skaistis CRAVATH, SWAINE & MOORE LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019	Bruce E. Gerstein Dan Litvin GARWIN GERSTEIN & FISHER, LLP Wall Street Plaza 88 Pine Street, 10th Floor New York, NY 10005
Clerk of the Court	
Clerk of the United States District Court for the Southern District of New York Daniel Patrick Moynihan U.S. Courthouse 500 Pearl Street, New York, NY 10007	

Your objection must be postmarked no later than [XX/XX, 20XX].

THE COURT’S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend, and you may ask to speak, but you do not have to.

15. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Fairness Hearing at [XX:XX] on [XX/XX, 20XX] in Courtroom 14D of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007. At this hearing, the Court will consider whether the settlement with Novartis is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The date and time of the hearing is subject to change. Notice of such change will be posted at <https://www.garwingerstein.com>.

16. Do I Have to Come to the Hearing?

No, you do not have to attend the hearing. Class Counsel will answer any questions that Judge Hellerstein may have. You are welcome to attend at your own expense, however.

If you send an objection, you do not have to come to Court to talk about it. So long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but this is not necessary for you to receive a *pro rata* share of the Net Settlement Fund.

17. May I Speak at the Hearing?

If you are a member of the Class, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via First Class U.S. Mail saying that it is your “Notice of Intention to Appear in *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH).” Be sure to include your name, address, and telephone number, your signature, and a summary statement outlining your positions and the reasons for them, as well as copies of any supporting documents or briefs you want the Court to consider. Your Notice of Intention to Appear must be postmarked no later than [XX/XX, 20XX], and must be sent to the Clerk of the Court, Class Counsel and Counsel for Novartis, at the addresses set forth in the responses to Question 14.

You cannot speak at the hearing if you do not send a Notice of Intention to Appear.

IF YOU DO NOTHING

18. What Happens If I Do Nothing at All?

If you are a member of the Class and you do nothing, and the Court approves the settlement, then you will remain in the Class and will be eligible to participate in the settlement as described in this Notice. You will also release your claims against Novartis as described in the Settlement Agreement. However, you will need to complete, sign, and return the Claim Form (once it is sent to you) within forty-five (45) in order to obtain a payment.

GETTING MORE INFORMATION

19. How Do I Get More Information?

If you have questions about this case or wish to read more detailed information about this litigation, you may call or write to Class Counsel as indicated in Question 14. Further information is also available at <https://www.garwingerstein.com>. The Notice Administrator, RG/2 Claims Administration, can be contacted at the following address:

RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

This Notice is only a summary of the proposed settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement is on public file with the Office of the Clerk, United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007, and is also available at <https://www.garwingerstein.com>.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE CLERK’S OFFICE FOR INFORMATION. PLEASE DIRECT ANY INQUIRIES TO ANY OF THE CLASS COUNSEL LISTED ABOVE.

DATE: [XX/XX, 20XX]

BY THE COURT

The Honorable Alvin K. Hellerstein
United States District Judge

EXHIBIT C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION THIS DOCUMENT RELATES TO: All Direct Purchaser Class Actions	Case No. 1:18-cv-04361 (AKH)
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**[PROPOSED] ORDER GRANTING FINAL JUDGMENT AND
ORDER OF DISMISSAL APPROVING DIRECT PURCHASER
CLASS SETTLEMENT AND DISMISSING DIRECT
PURCHASER CLASS CLAIMS**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and in accordance with the terms of the Settlement Agreement dated December 23, 2022, between plaintiffs Drogueria Betances, LLC (“Betances”), Rochester Drug Co-Operative, Inc. (“RDC”), FWK Holdings, LLC (“FWK”) and KPH Healthcare Services, Inc., a/k/a Kinney Drugs, Inc. (“KPH”) (collectively, the “Class Representatives”), and on behalf of the Class defined below (together with the Class Representatives, the “Plaintiffs”), and Defendants Novartis Pharmaceuticals Corporation and Novartis AG (collectively “Novartis”), it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. This Final Judgment and Order of Dismissal hereby incorporates by reference the definitions in the Settlement Agreement among Plaintiffs and Novartis, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

2. The following class (the “Class” or “Direct Purchaser Class”) has been certified under Fed. R. Civ. P. 23(b)(3):

All persons or entities in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased

Exforge directly from Novartis, or who purchased a generic version of Exforge directly from Par, at any time during the Class Period from September 21, 2012, until March 30, 2015 (“Exforge Direct Purchasers”). Excluded from the Class are Novartis and Par and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities.

Also excluded from the Class for purposes of this Settlement Agreement are the following entities: CVS Pharmacy, Inc. (which includes Omnicare), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co., The Kroger Co. (which includes Peytons), and H-E-B L.P. (“Retailer Plaintiffs”).

3. The Court previously appointed the Class Representatives Betances, RDC, FWK and KPH. The Court previously appointed Garwin Gerstein & Fisher, LLP as Lead Counsel for the Class (“Class Counsel”). The Class Representatives and Class Counsel have fairly and adequately represented the interests of the Class and satisfied the requirements of Fed. R. Civ. P. 23(g).

4. The Court has jurisdiction over these actions, each of the parties, and all members of the Class for all manifestations of this case, including this Settlement.

5. The notice of settlement (substantially in the form presented to this Court as Exhibit B to the Settlement Agreement) (the “Notice”) directed to the members of the Class via First Class Mail, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided for individual notice to all members of the Class who were identified through reasonable efforts. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the Notice provided Class Members due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Class Members to object to the Settlement.

6. Due and adequate notice of the proceedings having been given to the Class and a full opportunity having been offered to the Class to participate in the _____, 2022

Fairness Hearing, it is hereby determined that all Class Members are bound by this Order and Final Judgment.

7. The Settlement of this Direct Purchaser Class Action was not the product of collusion between the Class Representatives and Novartis or their respective counsel, but rather was the result of *bona fide* and extensive arm's-length negotiations conducted in good faith between Class Counsel and counsel for Novartis, with the assistance of a mediator, Eric D. Green.

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

9. The Court hereby approves the Plan of Allocation of the Settlement Fund as proposed by Class Counsel (the "Plan of Allocation"), which was summarized in the Notice of Proposed Settlement and is attached to Plaintiffs' Motion for Final Approval of Settlement, and directs RG/2 Claims Administration, the firm retained by Class Counsel and previously appointed by the Court as the Claims Administrator, to distribute the net Settlement Fund as provided in the Plan of Allocation.

10. All claims brought by the Direct Purchaser Class Plaintiffs against Novartis in *In re: Novartis and Par Antitrust Litigation*, 18-cv-04361-AKH (S.D.N.Y.) (the "Direct Purchaser Class Action") are hereby dismissed with prejudice, and without costs (other than as provided herein).

11. Upon the Settlement Agreement becoming final in accordance with Paragraph 6 of the Settlement Agreement, Novartis and its past, present, and future parents, subsidiaries,

divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries', and affiliates' past, present, and future officers, directors, employees, agents, attorneys, servants, and representatives), and predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing (collectively, the "Releasees") from all manner of claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, under federal or state laws, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, in law or equity, that arise out of or relate, in whole or in part in any manner to the Direct Purchaser Class Action that accrued prior to the date of this Settlement Agreement, (collectively, this entire paragraph represents the "Released Claims").

12. In addition, Plaintiffs and each Class member, on behalf of themselves and all other Releasers, hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and/or benefits conferred by § 1542 of the California Civil Code, which reads:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Releaser 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 Paragraph 11 of the Settlement Agreement, but each Releaser hereby expressly waives and fully, finally and forever settles,

releases, and discharges, upon this Settlement becoming final, any known or unknown, foreseen or unforeseen, 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. Each Plaintiff and member of the Class also hereby expressly waives and fully, finally and forever settles, releases, and discharges any and all claims that are the subject matter of Paragraph 11 of the Settlement Agreement that it may have against any Releasees under § 17200, et seq., of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction.

13. As set forth in Paragraph 12 of the Settlement Agreement (with subheading “Reservation of Claims”), the release set forth in Paragraph 11 of the Settlement Agreement (and in Paragraphs 11 and 12 of this Order) shall not release any claims between Plaintiffs, members of the Class, and the Releasors, on the one hand, and Novartis and the Releasees, on the other (a) arising in the ordinary course of business between Releasors and Releasees 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; (b) arising out of or in any way relating to any alleged price-fixing agreement between or among manufacturers of generic pharmaceutical products, including but not limited to Novartis or Sandoz Inc., including claims alleged in *In re: Generic Pharmaceuticals Pricing Antitrust Litig.*, MDL No. 2724, Case No. 16-MD-2724 (E.D. Pa.); and/or (c) of any sort that do not relate specifically to brand or generic Exforge.

14. Class Counsel have moved for an award of attorneys’ fees, reimbursement of expenses and service awards for the Class Representatives. Class Counsel request an award of

attorneys' fees of 33 1/3% of the Settlement amount (including the interest accrued thereon, but net of any reimbursed expenses awarded), reimbursement of the reasonable costs and expenses incurred in the prosecution of this action in the amount of \$ _____, and service awards of \$100,000 each to the four Class Representatives, and such motion has been on the docket and otherwise publicly available since _____, 20__.

15. Upon consideration of Class Counsel's petition for fees, costs and expenses, Class Counsel are hereby awarded attorneys' fees totaling _____ (representing _____ % of the Settlement Fund net of any reimbursed expenses awarded) and costs and expenses totaling _____, together with a proportionate share of the interest thereon from the date the funds are deposited in the Settlement Escrow Account until payment of such attorneys' fees, costs and expenses, at the rate earned by the Settlement Fund, to be paid solely from the Settlement Fund and only if and after the Settlement becomes final in accordance with Paragraph 6 of the Settlement Agreement.

16. Upon consideration of Class Counsel's petition for service awards for Class Representatives, Betances, RDC, FWK and KPH are each hereby awarded \$100,000, to be paid solely from the Settlement Fund and only if and after the Settlement becomes final in accordance with Paragraph 6 of the Settlement Agreement. Class Counsel Bruce E. Gerstein of Garwin Gerstein & Fisher LLP shall allocate and distribute such attorneys' fees, costs and expenses among the various Class Counsel which have participated in this litigation. The Releasees shall have no responsibility for, and no liability whatsoever with respect to, any payment or disbursement of attorneys' fees, expenses, costs or service awards among Class Counsel and/or Class Representatives, nor 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. The attorneys'

fees, costs and expenses, and service awards authorized and approved by this Final Judgment and Order shall be paid to Garwin Gerstein & Fisher LLP within five (5) business days after this Settlement becomes final pursuant to Paragraph 6 of the Settlement Agreement or as soon thereafter as is practical and in accordance with the terms of the Settlement Agreement and the Escrow Agreement. The attorneys' fees, costs and expenses, and service awards authorized and approved by this Final Judgment and Order shall constitute full and final satisfaction of any and all claims that Plaintiffs and any Class member, and their respective counsel, may have or assert for reimbursement of fees, costs, and expenses, and service awards, and Plaintiffs and members of the Class shall not seek or demand payment of any fees and/or costs and/or expenses and/or service awards from Novartis other than from the Settlement Fund.

17. The Court retains exclusive jurisdiction over the Settlement and the Settlement Agreement as described therein, including the administration and consummation of the Settlement, and over this Final Judgment and Order.

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

responding to any action purporting to assert Released Claims, or if offered by any Releasor in asserting that a claim is not a Released Claim, including because such claim is covered by Paragraph 12 of the Settlement Agreement (“Reservation of Claims”).

SO ORDERED this ____ day of _____, 202_

The Honorable Alvin K. Hellerstein
United States District Judge

EXHIBIT D

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION THIS DOCUMENT RELATES TO: All Direct Purchaser Class Actions	Case No. 1:18-cv-04361 (AKH)
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ESCROW AGREEMENT

1. This escrow agreement (the “Escrow Agreement”) by and among (a) Rachel Skaistis, on behalf Novartis Pharmaceuticals Corporation and Novartis AG (collectively “Novartis”); (b) Bruce E. Gerstein, Direct Purchaser Class Plaintiffs’ Lead Counsel, on behalf of Plaintiffs Drogueria Betances, LLC (“Betances”), Rochester Drug Co-Operative, Inc. (“RDC”), FWK Holdings, LLC (“FWK”) and KPH Healthcare Services, Inc., a/k/a Kinney Drugs, Inc. (“KPH”) and all members of the direct purchaser class (collectively “Direct Purchaser Class Plaintiffs”), in *In re: Novartis and Par Antitrust Litigation*, No. 18-cv-04361 (S.D.N.Y.) (the “Direct Purchaser Class Action”); and (c) First State Trust Company, as directed escrow agent (the “Directed Escrow Agent”) is entered into on December 23, 2022, in connection with a Settlement Agreement dated December 23, 2022 (the “Settlement Agreement”). Capitalized terms not defined herein shall have the meanings specified in the Settlement Agreement. Plaintiffs and the Direct Purchaser Class and Novartis, by and through their respective counsel, have entered into the Settlement Agreement wherein they agreed, subject to the final approval of the Court in the Direct Purchaser Class Action (the “Court”), that the Direct Purchaser Class Action be dismissed with prejudice as to Novartis in exchange for payments by Novartis of the Settlement Fund, consisting of a total of \$126,850,000.00 (one hundred twenty-six million, eight hundred fifty thousand dollars) in cash in accordance with the Settlement Agreement.

2. The Directed Escrow Agent was selected by Direct Purchaser Class Plaintiffs' Lead Counsel, to which selection Novartis consented. The parties hereto are entering into this Escrow Agreement in order to effectuate certain of the terms of the Settlement Agreement. Rachel Skaistis of Cravath Swaine & Moore LLP is signing on behalf of Novartis, and Bruce E. Gerstein of Garwin Gerstein & Fisher LLP, Direct Purchaser Class Plaintiffs' Lead Counsel, is signing on behalf of the Direct Purchaser Class Plaintiffs.

3. NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and considerations herein, the parties agree as follows:

(a) Pursuant to and in accordance with the Settlement Agreement, Novartis shall deposit with the Directed Escrow Agent the Settlement Amount of \$126,850,000.00 (one hundred twenty-six million, eight hundred fifty thousand dollars) in cash in accordance with the terms of the Settlement Agreement no later than thirty (30) business days after entry by the Court of the Preliminary Approval Order without material change, and upon receipt from Plaintiffs' Counsel of wiring instructions on the recipient's letterhead that include the bank name and ABA routing number, account name, and account number, and a signed Form W-9 reflecting a valid taxpayer identification number for the qualified settlement account in which the funds are to be deposited.

(b) The Directed Escrow Agent shall be directed to invest and reinvest the Settlement Fund in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Money Market Fund or a bank account insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit, until the Settlement becomes final pursuant to paragraph 6 of the Settlement Agreement. Subsequent to the Settlement becoming

final, the Settlement Fund shall be invested as directed in writing by Lead Counsel for the Direct Purchaser Class Plaintiffs, Bruce E. Gerstein, Esq., Garwin Gerstein & Fisher LLP, 88 Pine Street, 10th Floor, New York, NY 10005 (“Authorized Plaintiffs’ Counsel”). The term of any such investment directed by Authorized Plaintiffs’ Counsel shall not exceed ninety (90) days. All interest earned on the Settlement Fund shall become part of the Settlement Fund. Any losses on the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from Novartis. Novartis shall have no liability, obligation, or responsibility of any kind in connection with the investment, disbursement, or other oversight of the Settlement Fund.

(c) Upon written authorization as described below in this paragraph, the Directed Escrow Agent may withdraw from the Settlement Fund disbursements sufficient for the Claims Administrator to pay costs associated with notice to the Direct Purchaser Class and taxes or estimated taxes payable by the Claims Administrator on behalf of the Settlement Fund and related expenses in accordance with paragraph 3(d)(4) herein, except that such withdrawals, before the Settlement becomes final, may not exceed one hundred thousand dollars (\$100,000.00), with any further expenditures beyond that sum subject to Novartis’s approval. Before the Settlement becomes final, the written authorization required by this paragraph shall be granted by Authorized Plaintiffs’ Counsel, with copies to Rachel Skaistis of Cravath Swaine & Moore LLP acting on behalf of Novartis. After the Settlement becomes final, the written authorization required by this paragraph shall be granted by Authorized Plaintiffs’ Counsel alone. Authorized Plaintiffs’ Counsel is authorized, after obtaining approval of Counsel for Novartis, to appoint an administrator (and any successors) for the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3) (the “Claims Administrator”). Authorized Plaintiffs’ Counsel shall be responsible for assuring that the Claims Administrator qualifies as

an “administrator” of the Settlement Fund within the meaning of Treasury Regulation Section 1.468B-2(k)(3) and is performing its duties hereunder. Novartis shall have no responsibility for any fees or the performance of the Claims Administrator.

(d) Provided the Court preliminarily approves the Settlement, the Claims Administrator shall, within thirty (30) days after the date thereof, take all steps necessary for qualifying the Settlement Fund as a “Qualified Settlement Fund” within the meaning of Section 1.468B-1 of the Treasury Regulations. These obligations include, without limitation, the following:

(1) The Claims Administrator will prepare a “Regulation Section 1.468B-3 Statement” pursuant to Treasury Regulation Section 1.468B-3(e) on behalf of Novartis and provide copies to Counsel for Novartis for review and approval.

(2) The Claims Administrator will prepare and attach to the Settlement Fund’s first income tax return a “Regulation Section 1.468B-1 Relation Back Election” pursuant to Treasury Regulation Section 1.468B-1(j) for execution by Novartis and the Claims Administrator. The Claims Administrator will promptly forward a copy of the “Regulation Section 1.468B-1 Relation Back Election” to Counsel for Novartis within thirty (30) days after the date hereof.

(3) The Claims Administrator will timely prepare and file on behalf of the Settlement Fund (i) federal tax returns in accordance with Section 1.468B-2 of the Treasury Regulations and the other provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) all necessary state, local and foreign tax returns.

(4) Notwithstanding any effort, or failure, of the Claims Administrator and the parties hereto to treat the Settlement Fund as a “Qualified Settlement Fund” within the

meaning of Section 1.468B-1 of the Treasury Regulations effective as of the date hereof, any additional tax liability or penalties incurred by Novartis resulting from income earned by the Settlement Fund (or the receipt of any payment under this paragraph 3(d)(4)) shall be reimbursed from the Settlement Fund in the amount of such additional tax liability or penalties upon written request from Novartis to the Directed Escrow Agent. The Directed Escrow Agent shall withdraw from the Settlement Fund (i) at the request of the Claims Administrator, monies to pay all applicable federal, state, local and foreign taxes which the Settlement Fund owes or is estimated to owe, as well as related expenses, and (ii) monies to pay any reimbursements to Novartis as described in this subparagraph (4).

(e) The Directed Escrow Agent shall be paid the fees described in Exhibit A. The Annual Escrow Fees described in Exhibit A shall be paid for by RBC WEALTH MANAGEMENT Financial Services Inc. and its affiliates (“RBC WEALTH MANAGEMENT”). In addition, the Directed Escrow Agent shall be reimbursed for reasonable, out-of-pocket expenses, including attorneys’ fees arising from the Directed Escrow Agent’s management of the fund, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. All such fees and expenses shall constitute a direct charge against the Settlement Fund.

The Directed Escrow Agent is authorized to, and may, disburse to itself, from the Settlement Fund, from time to time, the amount of reimbursement of out-of-pocket expenses due and payable hereunder. Prior to the Settlement becoming final, the Directed Escrow Agent shall notify, and obtain approval from, Authorized Plaintiffs’ Counsel and Counsel for Novartis of any disbursement from the Settlement Fund to itself and provide copies of all related invoices and other statements. After the Settlement becomes final, such notification need be provided to, and

approval obtained from, only Authorized Plaintiffs' Counsel. If there is any dispute as to entitlement to out-of-pocket expenses or attorneys' fees as described above, it will be submitted to the Court, which shall maintain continuing jurisdiction over the operation and effectuation of this Escrow Agreement and the escrowed funds.

(f) Upon authorization as described below in this paragraph, the Directed Escrow Agent may sell or present for redemption any investment described in paragraph 3(b) above, whenever it shall be necessary in order to provide funds to meet any payment required pursuant to this Escrow Agreement or the Settlement Agreement. Before the Settlement Agreement becomes final, the authorization required by this paragraph shall be granted by Authorized Plaintiffs' Counsel and Counsel for Novartis acting jointly. After the Settlement becomes final, the authorization required by this paragraph shall be granted by Authorized Plaintiffs' Counsel alone.

(g) Only upon the Settlement becoming final, may distributions (other than those contemplated herein to pay taxes and costs of notice and administration) be made as authorized by Court order. Upon the Settlement becoming final, Authorized Plaintiffs' Counsel shall have the authority to appoint a Successor Escrow Agent and direct that all funds be transferred to the Successor Escrow Agent, which Successor Escrow Agent shall not be Novartis or an affiliate of Novartis. Upon the Settlement becoming final, the interest of Novartis in the Settlement Fund shall cease in its entirety. Upon final approval of the Settlement, Novartis shall be relieved of any responsibility for directing investments of the funds or disbursements from it, and shall have no liability whatsoever with respect to any investments, expenditures of the fund, taxes and/or tax filings, administrative costs or fees, all of which shall be the responsibility of Direct Purchaser Class Plaintiffs' Lead Counsel.

(h) In the event the Settlement Agreement is terminated pursuant to Paragraph 14 of the Settlement Agreement, the Directed Escrow Agent shall, within fourteen (14) calendar days, return the remaining Settlement Fund including all interest thereon, less half of any costs and expenses referred to in ¶¶ 3(c), 3(d)(4), and 3(e), to Novartis.

(i) The Directed Escrow Agent may rely upon any notice, certificate, instrument, request, paper or other documents reasonably believed by it to be genuine and to have been made, sent or signed by counsel for the respective party or parties in accordance with this Escrow Agreement, and shall not be liable for any action taken or omitted by it, consistent with the terms hereof, in connection with the performance by it of its duties pursuant to the provisions of this Escrow Agreement, except for its own default, negligence or breach of the terms of this Escrow Agreement.

(j) The Directed Escrow Agent's acceptance and administration of the Settlement Fund shall constitute the submission of the Directed Escrow Agent to the jurisdiction of the Court in the above-described litigation for the purpose of carrying out this Escrow Agreement pursuant to the Settlement Agreement.

(k) The Directed Escrow Agent has been appointed in compliance with the Settlement Agreement and is subject to the orders of the Court.

(l) This Escrow Agreement shall be governed by and interpreted according to the substantive laws of the State of New York, without reference to choice-of-law principles.

(m) The Directed Escrow Agent is and shall be independent, provided that as parties hereto, Plaintiffs and Novartis shall be entitled to institute actions to compel or require performance by the Directed Escrow Agent of its obligations hereunder. The Directed Escrow Agent hereby agrees to submit to the jurisdiction and venue of the Court with respect to issues

relating to the Settlement Fund for purposes of enforcement, clarification, or amendment of the provisions of this Escrow Agreement, and to comply with all directions given by that Court.

(n) The following authorizations, directions and acknowledgements are made by Plaintiffs through its authorized counsel.

1. Plaintiffs wish to engage RBC WEALTH MANAGEMENT as the broker for this relationship and authorize Directed Escrow Agent to open an account with RBC WEALTH MANAGEMENT to effectuate the trading and investments for the Settlement Fund, to which engagement Novartis through its authorized counsel consents; and

2. Plaintiffs direct and authorize Directed Escrow Agent to enter into a RBC WEALTH MANAGEMENT Client Relationship Agreement as agent for the Settlement Fund, to which Novartis through its authorized counsel consent; and

3. Plaintiffs and Novartis acknowledge that Directed Escrow Agent will be appointing RBC WEALTH MANAGEMENT as sub-custodian with respect to the assets for the Settlement Fund; and

4. Plaintiffs and Novartis acknowledge that RBC WEALTH MANAGEMENT will be directed to invest the settlement proceeds per the requirements of ¶ 3(b) as the brokerage agent; and any commissions and/or brokerage expenses will be disclosed on a per trade basis and will be within RBC WEALTH MANAGEMENT firm guidelines and in accordance with account opening documentation.

(o) Upon sixty (60) days prior written notice to Authorized Plaintiffs' Counsel and, only if such prior written notice is sent prior to the Settlement becoming final, Counsel for Novartis, the Directed Escrow Agent may resign and be discharged from its duties and responsibilities under this Agreement for any reason, and shall promptly deposit the Escrow Amount (Redemption Value) with a successor escrow agent pursuant to and in accordance with written instructions from Authorized Plaintiffs' Counsel and, only if prior to the Settlement becoming final, Counsel for Novartis. If the Directed Escrow Agent is compelled to resign to comply with action by the government or self-regulating organizations (such as FINRA), the

notice requirement set forth in this paragraph may be a reasonable time shorter than 60 days. If no successor escrow agent shall have been appointed by the effective date of the Directed Escrow Agent's resignation, the Directed Escrow Agent's sole responsibility shall thereafter be to hold the Escrow Amount (Redemption Value), invested until receipt of designation of a successor escrow agent or the disbursement of the Escrow Amount (Redemption Value) in accordance with written instructions from Authorized Plaintiffs' Counsel and, only if prior to the Settlement becoming final, Counsel for Novartis; provided, however, that the Directed Escrow Agent may petition the Court to name a successor, or may deposit the Escrow Amount (Redemption Value) in the registry of the Court having general jurisdiction.

(p) The Directed Escrow Agent may be removed from this Escrow Agreement at any time and thereby become discharged from the obligations hereby created subsequent to the date of discharge, by notice in writing given to the Directed Escrow Agent not less than thirty (30) days before such removal is to take effect. Prior to the Settlement becoming final, such notice must be given by Authorized Plaintiffs' Counsel and Counsel for Novartis acting jointly; after the Settlement becomes final, such notice may be given by Authorized Plaintiffs' Counsel alone. Upon approval of the Court, and subject to arrangements being made for a replacement Escrow Agent as specified in the next sentence, the Directed Escrow Agent may terminate this Escrow Agreement, by notice in writing given to the undersigned counsel not less than thirty (30) days before such termination is to take effect, and thereby become discharged from the obligations hereby created subsequent to the date of termination. In the event that the Directed Escrow Agent is removed or terminates this Escrow Agreement, arrangements shall be made for a replacement Escrow Agent, who shall assume the Directed Escrow Agent's duties hereunder as of the date and time that the replacement is to take effect. Prior to the Settlement

becoming Final, such arrangements must be made by Authorized Plaintiffs' Counsel and Counsel for Novartis acting jointly; after the Settlement becomes final, such arrangements may be made by Authorized Plaintiffs' Counsel alone.

(q) Copies of all notices and correspondence sent pursuant to this Escrow Agreement shall be served by mail upon Authorized Plaintiffs' Counsel, Counsel for Novartis, and the Directed Escrow Agent. After the Settlement becomes final, such notices and correspondence need only be provided to Authorized Plaintiffs' Counsel.

(r) The Directed Escrow Agent shall, upon request as described below in this paragraph, advise counsel for the parties of any maturities, conversion privileges, and other matters of a like manner concerning the investments held in accordance with this Escrow Agreement. Before the Settlement becomes final, the request required by this paragraph shall be made by Authorized Plaintiffs' Counsel and Counsel for Novartis acting jointly. After the Settlement becomes final, the request required by this paragraph shall be made by Authorized Plaintiffs' Counsel alone.

(s) The Directed Escrow Agent shall, upon request as described below in this paragraph, furnish to undersigned counsel the monthly Escrow Account statements or confirmations of transactions. Before the Settlement becomes final, the request required by this paragraph shall be made by Authorized Plaintiffs' Counsel and Counsel for Novartis acting jointly. After the Settlement becomes final, the request required by this paragraph shall be made by Authorized Plaintiffs' Counsel alone.

(t) The parties reserve the right to modify this Escrow Agreement upon written agreement of all parties, subject to approval of the Court.

(u) The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

(v) The Directed Escrow Agent shall treat the fact of the Settlement and the Settlement Agreement referred to herein, as well as all facts or other information pertaining to the Settlement and the Settlement Agreement, as confidential and shall not disclose or use such information in any way other than as necessary to fulfill its role as Directed Escrow Agent and/or comply with any laws or regulations, including those of self-governing organizations, such as FINRA.

(w) This Escrow Agreement may be signed by all parties on separate copies, including by facsimile or other electronic means, and shall have full force and effect when all parties have signed one of the copies.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Escrow Agreement as of the date first written above.

By: _____

First State Trust Company
1 Righter Pkwy #120
Wilmington, DE 19803

Directed Escrow Agent

By:

Bruce E. Gerstein, Esq.
Garwin, Gerstein & Fisher, L.L.P.
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(212) 398-0055
bgerstein@garwingerstein.com

Lead Counsel for Direct Purchaser Class Plaintiffs

By: _____

Rachel Skaistis

CRAVATH, SWAINE & MOORE LLP

Worldwide Plaza

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(212) 474-1000

rskaistis@cravath.com

Counsel for Novartis Pharmaceuticals Corporation and Novartis AG

EXHIBIT A
TO
 ESCROW AGREEMENT

Escrow Fees to be paid by RBC

<i>Escrow Holder Fees</i> ¹	<i>Rate</i>
\$126,850,000	
Annual Escrow Fee (payable annually in advance)	\$XXXX
Escrow Value	Annual Fee
Up to \$15,000,000	\$ XXXX
Over \$15,000,000 to \$50,000,000	\$ XXXX
Over \$50,000,000 to \$100,000,000	\$ XXXX
Over \$100,000,000 quoted upon request	

¹ The annual escrow fee is payable in advance upon acceptance of the escrow account. Fees paid in advance will not be prorated. After the first twelve (12) months, the fee is prorated and charged quarterly.

<i>Activity Fees</i>	<i>Per Item Charge</i>
Disbursement Request	\$25
Per Outgoing US Wire (in addition to above)	\$15
Stop Payment Request	\$20

Other Services & Fees

- FSTC reserves the right to refer any or all escrow documents for legal review before execution. Legal fees (billed on an hourly basis) and expenses for this service will be billed to, and paid by, the customer. If appropriate and upon request by the customer, FSTC will provide advance estimates of these legal fees.
- Other extraordinary services, including tax preparation and filing, will be quoted separately based on the scope of the activity
- Out-of-Pocket expenses will pass through to the accounts, including, but not limited to, overnight mail, replacement tax forms, external legal or professional costs, and other extraordinary services for which compensation is not expressly stated.

Authorization and Direction

The individual(s) signing Escrow Agreement:

- Wish to engage RBC WEALTH MANAGEMENT as the broker for this relationship and authorize FSTC to open an account with RBC WEALTH MANAGEMENT to effectuate the trading and investments for the escrow account; and
- Direct and authorize FSTC to enter into the RBC WEALTH MANAGEMENT Account Application and Client Agreement with respect to the escrow account; and
- Have reviewed the terms of the RBC WEALTH MANAGEMENT Account Application and Client Agreement and determined that it is appropriate to enter into the RBC WEALTH MANAGEMENT Account Application and Client Agreement on behalf of the relationship; and
- Acknowledge that FSTC will be appointing RBC WEALTH MANAGEMENT as sub-custodian with respect to the assets for the escrow account; and
- Have determined that the brokerage fees and/or commissions associated with any trades directed to RBC WEALTH MANAGEMENT as the brokerage agent are acceptable.

Fee Disclosure

The Department of Labor (DOL) issued new rules that require certain types of ERISA retirement plan service providers to disclose new fee information directly to plans. First State Trust Company (FSTC) has incorporated a new disclosure to provide details related to direct revenue paid to FSTC. FSTC maintains standard fee schedules for each service/product offered to clients which is executed at account opening. FSTC mails fee disclosure information annually to clients pertaining to indirect revenue which FSTC may collect based upon the investments of the trust account(s).

First State Trust Company provides a daily “sweep” process for the investment of cash assets in FSTC Accounts. Cash can be either invested in an Institutional Money Market fund managed by Northern Trust (NT) such as the NT Institutional US Government Select Portfolio or an Insured Deposit Program (IDP) provided by Total Bank Solutions (TBS) or both. FSTC will receive 0.06% on assets invested in the NT US Government Select Portfolio or 0.10% on assets invested in the IDP as part of a service fee and daily processing.

FSTC fees are either invoiced or directly charged to the accounts. The primary method is direct charge. If you have any questions regarding FSTC fees (direct or indirect), please contact your Trust Officer at 800.554.1364.

Disclosure Regarding Retention of Float

The Department of Labor field bulletin 2002-3 requires that service providers to plan clients, such as banks, broker dealers and record keepers, provide their clients with adequate information regarding float. Our policy of requiring the use of a sweep vehicle minimizes or eliminates the amount of float earned on un-invested cash contributed to the plan. Where FSTC provides you with distribution services, an FSTC agent earns float on money set aside for payment of outstanding but uncashed benefit distribution checks, generally from the date on the face of the checks to participants until the

date that either the recipient cashes the check or the check is cancelled and the underlying funds are returned to the trust. FSTC or its agent generally mails checks in advance of the date on the face of the checks, with the intention that the payees receive the checks by such date. The float rate of return is currently based upon and generally approximates the then applicable federal funds rate (a publicly available average rate of all federal funds transactions entered into by traders in the federal funds market on a given date). The federal funds rate is published in the business press. If, in the future, a different rate is more appropriate, FSTC will notify you of any changes. Additional information is available to you upon request. If you have any questions about the float, please contact your FSTC Trust Officer.

Mutual Fund Disclosure

Mutual funds are sold by prospectus. You may obtain a prospectus from your Financial Advisor or the fund company. Please read the prospectus and all other fund materials carefully before investing. Be advised that depending upon the share class, FSTC may collect a portion of the annual distribution (12b-1) and or service and service related fees from the fund company. FSTC sends a service provider information worksheet annually to each ERISA plan sponsor regarding the summary of eligible mutual fund indirect fees and revenue. All ETF trades placed through FSTC are subject to a transaction fee (presently \$.01 per share) that is paid to our ETF trading vendor and the fees are assessed directly against the respective trades.

Privacy Promise

The success of FSTC begins with a relationship of trust between our company and you, our valued client. The FSTC team of professionals takes confidentiality and privacy very seriously. We maintain physical, electronic and procedural safeguards that are reasonably designed to guard your nonpublic personal information. We want to share with you our commitment to maintaining client information in a secure environment.

FSTC limits the collection of client information to the minimum we require in order to allow us to deliver superior service to our clients.

FSTC permits only authorized employees who have been trained in the proper handling of client information to have access to that information.

FSTC will not reveal non-public personal client information to any external company unless we have been authorized by the client to do so or are required by law or our regulators to do so.

When engaging other companies to provide support services, FSTC requires that their privacy standards meet or exceed those of FSTC. FSTC will not sell client information to third parties.

We also remind our clients that non-public personal information such as Social Security Numbers or account numbers should not be sent to FSTC via e-mail since it is not a secure means of communication unless encryption or another method is used. FSTC also will not include non-public personal information in an e-mail to clients or other parties unless the proper steps are taken to secure the information.

FSTC is strongly committed to our relationship with you and want to be sure you understand the steps we have taken to protect your personal information. If you have any questions or comments, please call us at 800.554.1364.

EXHIBIT E

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STEPHEN M. KESSING
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BENJAMIN G. JOSELOFF
MEGAN Y. LEW

[DATE]

In re Novartis and Par Antitrust Litigation, No. 1:18-cv-04361 (AKH)

Dear Counsel:

This letter memorializes the confidential supplemental agreement referenced in Section 14 of the Settlement Agreement¹ entered into on [DATE] in the above-referenced matter between defendants Novartis AG and Novartis Pharmaceuticals Corp. (“Novartis”) and plaintiffs Drogueria Betances, LLC, Rochester Drug Co-Operative, Inc., FWK Holdings, LLC and KPH Healthcare Services, Inc., a/k/a Kinney Drugs, Inc., individually and on behalf of the Direct Purchaser Class.

As set forth in the Settlement Agreement, Novartis has agreed to pay \$126,850,000 to settle the claims brought on behalf of the Direct Purchaser Class against Novartis only.²

The parties agree that if—during the opt-out period prescribed by the Court—one or more members of the Direct Purchaser Class whose combined percentage of the settlement fund based on Exhibit 20A to the Second Supplemental Report of Jeffrey J. Leitzinger, Ph.D. dated December 22, 2021, account for more than ___% of the total Direct Purchaser Class claims properly opt out of the settlement, Novartis reserves the right to terminate the settlement.

¹ All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

² The Direct Purchaser Class does not include those entities that have already opted out of the Class: CVS Pharmacy, Inc. (which includes Omnicare), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co., The Kroger Co. (which includes Peytons), and H-E-B L.P.

If Novartis elects to withdraw from the Settlement Agreement, it shall provide a notice of withdrawal to Plaintiffs' counsel within 10 days after the opt-out deadline, and the Settlement Agreement shall be terminated in accordance with its terms.

Except as supplemented herein, all other terms and conditions of the Settlement Agreement remain in full force and effect. Unless the Court orders otherwise, this supplemental agreement shall be kept confidential by each party and, upon request of the Court, shall be provided to the Court for review and consideration *in camera* at the time of preliminary approval of the settlement, final approval of the settlement, or both.

Please acknowledge agreement to this supplemental agreement to the Settlement Agreement with your signature below.

By: _____

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 New York, NY 10019
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*Counsel for Novartis Pharmaceuticals
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By: _____

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*Interim Lead Counsel for Direct
 Purchaser Class Plaintiffs and the
 Class*