

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: Seroquel XR (Extended Release
Quetiapine Fumarate) Antitrust Litig.

Master Dkt. No. 20-1076-CFC

This Document Relates To:

All Direct Purchaser Class Actions

**DECLARATION OF JONATHAN M. GERSTEIN IN SUPPORT OF
DIRECT PURCHASER CLASS PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF PROPOSED SETTLEMENTS**

I, Jonathan M. Gerstein, hereby declare as follows:

1. I am an attorney admitted *pro hac vice* in this matter. I am a partner at Garwin Gerstein & Fisher LLP (“GGF”), Lead Counsel for the Direct Purchaser Class. I submit this declaration in support of Direct Purchaser Class Plaintiffs’ Motion for Final Approval of Proposed Settlements.

2. Pursuant to the terms of Direct Purchaser Class Plaintiffs’ settlements with AstraZeneca Pharmaceuticals LP and AstraZeneca UK Limited (together, “AstraZeneca”) and Handa Pharmaceuticals, LLC (“Handa”) (“the Settlements”), the funds from Direct Purchaser Class Plaintiffs’ Settlement with Handa were deposited into the Court-approved escrow account on or about May 30, 2025. The funds from Direct Purchaser Class Plaintiffs’ Settlement with AstraZeneca were deposited into the Court-approved escrow account on or about June 16, 2025.

3. On June 23, 2025, Class Counsel, through the Court-appointed claims administrator, caused notice to be given to class members via first-class mail. The notice detailed, *inter alia*: (a) the terms of the Settlement; (b) the procedures and deadline for objecting to either the Settlements and/or Class Counsel's Fee Submission; (c) the procedures and deadlines for submitting claim forms and/or receiving Settlement funds; and (d) the location, date and time of the Court's final fairness hearing. *See* Gerstein Decl. at Ex. 5 hereto (Declaration of Tina Chiango, RG/2 Claims Administration LLC, Regarding Notice of the Proposed Settlement to the Direct Purchaser Class) at Ex. A thereto (Notice). Both the notice and an exemplar claim form were contemporaneously posted on GGF's website.

4. On July 10, 2025, Class Counsel filed their request for attorneys' fees, reimbursement of expenses and service awards to the Class Representatives. *See* D.I. 915-917 ("Fee Submission"). The Fee Submission was posted on the website of Lead Class Counsel on July 23, 2025.

5. No objections to the Settlements were received by either Lead Counsel or the claims administrator.

6. No objections to the Fee Submission were received by Lead Counsel or the claims administrator.

7. Several Class members have submitted letters to the Court affirmatively supporting both the Settlement and the Fee Submission. *See* Exs. 1-4 hereto.

8. Attached as **Exhibit 1** hereto is a true and correct copy of a letter dated August 6, 2025 from Katie Zechman of North Carolina Mutual Wholesale Drug Co. to the Court.

9. Attached as **Exhibit 2** hereto is a true and correct copy of a letter dated August 7, 2025 from Candace L. Harbauer of Prescription Supply, Inc. to the Court.

10. Attached as **Exhibit 3** hereto is a true and correct copy of a letter dated August 7, 2025 from Kenneth Brandt of Dakota Drug, Inc. to the Court.

11. Attached as **Exhibit 4** hereto is a true and correct copy of a declaration dated August 8, 2025 from Robert Michaelson, Liquidating Trustee of the RDC Liquidating Trust, that is successor-in-interest to Class member Rochester Drug Cooperative, Inc.

12. Attached as **Exhibit 5** hereto is a true and correct copy of the Declaration of Tina Chiango, RG/2 Claims Administration LLC, Regarding Notice to the Direct Purchaser Class.

I hereby declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed in New York, New York on August 14, 2025.

/s/ Jonathan M. Gerstein
Jonathan M. Gerstein

EXHIBIT 1



August 6, 2025

The Honorable Colm F. Connolly
Chief Judge, U.S. District Court
District of Delaware
J. Caleb Boggs Federal Building
844 N. King St., Unit 31, Room 4124
Wilmington, DE 19801-3555

Re: *In re Seroquel XR (Extended Release Quetiapine Fumarate)*
Antitrust Litigation, No. 20-cv-1076-CFC

Dear Judge Connolly,

I am writing in my capacity as co-CEO/CFO for North Carolina Mutual Wholesale Drug Co. (“Mutual Drug”), a pharmaceutical wholesaler based in Durham, North Carolina, in support of the pending motions seeking final approval of the proposed settlement and an attorneys’ fee award for Class Counsel in the above-captioned litigation.

Mutual Drug is a class member in the above-described case, and I understand that it will have a claim to recovery out of the Settlement Fund in this case. Mutual Drug is satisfied that the proposed \$51,419,000 million settlement is fair and adequate. Class Counsel’s proposed attorneys’ fee award of \$16,849,494.89 (or an award equating to a lodestar multiplier of .51) is acceptable, and, therefore, I support it.

Very truly yours,

Katie Zechman

Katie Zechman

EXHIBIT 2



Prescription Supply, Inc.

2233 Tracy Road • Northwood, OH 43619

Phone: 419-661-6600 • Fax: 419-661-6617

August 7, 2025

The Honorable Colm F. Connolly
Chief Judge, U.S. District Court
District of Delaware
J. Caleb Boggs Federal Building
844 N. King St., Unit 31, Room 4124
Wilmington, DE 19801-3555

Re: *In re Seroquel XR (Extended Release Quetiapine Fumarate)*
Antitrust Litigation, No. 20-cv-1076-CFC

Dear Judge Connolly,

I am writing in my capacity as Corporate Secretary/Treasurer of Prescription Supply, Inc. ("Prescription Supply"), a pharmaceutical wholesaler based in Northwood, Ohio, in support of the pending motions seeking final approval of the proposed settlement and an attorneys' fee award for Class Counsel in the above-captioned litigation.

Prescription Supply is a class member in the above-described case, and I understand that it will have a claim to recovery out of the Settlement Fund in this case. Prescription Supply is satisfied that the proposed \$51,419,000 million settlement is fair and adequate. Class Counsel's proposed attorneys' fee award of \$16,849,494.89 (or an award equating to a lodestar multiplier of .51) is acceptable, and, therefore, I support it.

Very truly yours,

Candace L.
Harbauer

 Digitally signed by Candace L.
Harbauer
Date: 2025.08.07 09:26:12 -04'00'

Candace L. Harbauer



EXHIBIT 3



August 7, 2025

The Honorable Colm F. Connolly
Chief Judge, U.S. District Court
District of Delaware
J. Caleb Boggs Federal Building
844 N. King St., Unit 31, Room 4124
Wilmington, DE 19801-3555

Re: *In re Seroquel XR (Extended Release Quetiapine Fumarate)*
Antitrust Litigation, No. 20-cv-1076-CFC

Dear Judge Connolly,

I am writing in my capacity as General Counsel for Dakota Drug, Inc. ("Dakota Drug"), a pharmaceutical wholesaler based in Anoka, Minnesota, in support of the pending motions seeking final approval of the proposed settlement and an attorneys' fee award for Class Counsel in the above-captioned litigation.

Dakota Drug is a class member in the above-described case, and I understand that it will have a claim to recovery out of the Settlement Fund in this case. Dakota Drug is satisfied that the proposed \$51,419,000 million settlement is fair and adequate. Class Counsel's proposed attorneys' fee award of \$16,849,494.89 (or an award equating to a lodestar multiplier of .51) is acceptable, and, therefore, I support it.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kenneth Brandt', is written over a horizontal line.

Kenneth Brandt

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: Seroquel XR (Extended Release
Quetiapine Fumarate) Antitrust Litig.

Master Dkt. No. 20-1076-CFC

This Document Relates To:

All Direct Purchaser Class Actions

DECLARATION OF ROBERT MICHAELSON

1. I am a co-founder and co-managing member of Advisory Trust Group, LLC (“Advisory Trust”).
2. Advisory Trust is serving as Liquidating Trustee of the RDC Liquidating Trust (the “Liquidating Trust”) that is successor-in-interest to Rochester Drug Co-Operative, Inc. (“RDC”) for purposes of, among other things, the above-captioned litigation.
3. RDC is a class member in this litigation and purchased a significant amount of Seroquel and generic Seroquel during the period covered by the proposed settlement. As such, it is my understanding that RDC’s claim to recovery in this case will be substantial.
3. Under the Second Amended Chapter 11 Plan, all of RDC’s assets, including RDC’s causes of action, such as this case, now vest in the Liquidating Trust, and Advisory Trust was appointed Liquidating Trustee. *In re Rochester Drug Co-Op., Inc.*, No. 20-20230, ECF No. 1145 at TT 5.4, 6.1 (Bankr. W.D.N.Y. Jan. 15, 2021); *In re*

Rochester Drug Co-Op., Inc., No. 20-20230, ECF No. 1256 at ¶ 13(g) (Bankr. W.D.N.Y. Feb. 21, 2021). The Plan further provides that the “Liquidating Trustee shall have the right, at his or her discretion, to commence and prosecute . . . Antitrust Actions . . . without further supervision or approval of the Bankruptcy Court.” *In re Rochester Drug Co-Op., Inc.*, No. 20-20230, ECF No. 1145 at ¶ 5.6 (Bankr. W.D.N.Y. Jan. 15, 2021). The Plan became effective on March 19, 2021. *In re Rochester Drug Co-Op., Inc.*, No. 20-20230, ECF No. 1305 (Bankr. W.D.N.Y. Mar. 22, 2021).

4. Advisory Trust’s representatives have conferred with class counsel, including Faruqi & Faruqi, LLP, and are familiar with this case.

5. The Liquidating Trust, as successor to RDC, supports class counsel’s pending motion seeking final approval of the proposed settlement and fee award in the above-captioned case.

6. The Liquidating Trust and its representatives have a duty to maximize recovery on behalf of RDC. To achieve this, the Trust has taken an active role in pursuing RDC’s rights as a direct purchaser here and other pharmaceutical antitrust cases. The Trust has been certified as a class representative in two other such actions: *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, No. 13-MD-2445, 2022 WL 309178 (E.D. Pa. Feb. 2, 2022) (citing Michaelson Decl.) and *In re Novartis and Par Antitrust Litig.*, No. 1:18-cv-04361 (S.D.N.Y. Jan. 6, 2023) (ECF 513-15 (Michaelson Decl.) & 595 ¶ 7(b)).

7. Class Counsel have, through me, informed the Liquidating Trust of the general facts and circumstances of the case, the legal hurdles, and other risks involved in

the case, as well as of the terms of the settlement. Based upon the information provided by Class Counsel, the Liquidating Trust is satisfied the proposed settlement is fair and adequate. The Liquidating Trust is also satisfied that the proposed attorneys' fee award of 36% of the settlement sum, after deducting litigation expenses, is acceptable in this case.

8. For these reasons, the Liquidating Trust, as successor to RDC, asks the Court to approve the settlement and supports class counsel's application for attorneys' fees and reimbursement of costs.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 8, 2025


Robert Michaelson

EXHIBIT 5

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: Seroquel XR (Extended Release
Quetiapine Fumarate) Antitrust Litig.

Master Dkt. No. 20-1076-CFC

This Document Relates To:
All Direct Purchaser Class Actions

**DECLARATION OF TINA CHIANGO, RG/2 CLAIMS ADMINISTRATION LLC,
REGARDING NOTICE TO THE DIRECT PURCHASER CLASS**

1. I am the Director of Claims Administration for RG/2 Claims Administration LLC (“RG/2”), whose address is 30 South 17th Street, Philadelphia, PA 19103. I am over the age of twenty-one, have personal knowledge of the matters set forth herein, and if called upon to do so, could testify competently to them.

2. RG/2 is a full-service class action notice and claims administrator, providing notice and administration services for a broad range of collective actions, including but not limited to antitrust, securities, consumer, and employment cases. RG/2 specializes in the creation, development and implementation of legal notification plans. Accordingly, RG/2 is familiar with and guided by Constitutional due process provisions, rules of states and local jurisdictions, and the relevant case law relating to legal notification. Since 2002 RG/2 has administered and distributed in excess of \$2.1 billion in class-action settlement proceeds.

3. Per the Court Order dated June 9, 2025, RG/2, as Notice Administrator for the Direct Purchaser Class was to: (a) receive and analyze the Class member contact list from counsel; (b) arrange for the mailing of the Court-approved Notice and Claim Form to Class members via

U.S. First-Class Mail; (c) receive and process any objections to the proposed settlement received; and (d) undertake any other tasks counsel for the parties or the Court require RG/2 to perform.

4. RG/2 mailed the Notice and Claim Form to Class members via first-class mail on June 23, 2025. A copy of the Notice is attached hereto as Exhibit “A” and copy of the Claim Form is attached hereto as Exhibit “B.”

5. The Notice and Claim Form were successfully mailed to all 47 Class members. The Notice and Claim Form were returned initially for (2) two of the Class members, however an updated address was obtained for both and the Notice and Claim Form were remailed. Both of these Class members have subsequently filed a Claim Form.

6. On July 29, 2025, as approved by the Court, RG/2 mailed a Notice of Schedule Change to all 51 Class members advising them of extended deadlines. The deadline to file a Claim Form was extended to August 12, 2025 and the deadline to file an objection or intention to appear were extended to August 12, 2025 as well.

7. To date, no Class members have filed an objection to the proposed settlements.

Executed this 13th day of August 2025 in Philadelphia, Pennsylvania.



Tina Chiango

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

If you purchased brand or generic Seroquel XR[®] (extended release quetiapine fumarate) 50mg, 150mg, 200mg, and/or 300mg strength tablets directly from AstraZeneca Pharmaceuticals L.P., AstraZeneca UK Limited, Handa Pharmaceuticals, LLC, and/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.

The purpose of this Notice is to alert you to the existence of and provide important details about proposed settlements relating to a class action lawsuit brought by J M Smith Corporation d/b/a, Smith Drug Company 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 Seroquel XR directly from AstraZeneca Pharmaceuticals L.P., AstraZeneca UK Limited (collectively “AstraZeneca”), Handa Pharmaceuticals, LLC (“Handa”), and Par Pharmaceutical, Inc. (“Par”)¹ and to give you the opportunity to object to or opt out of proposed settlements of that lawsuit with AstraZeneca and Handa (the “Settlement Agreements”).

The proposed settlements with AstraZeneca and Handa will provide \$51,419,000 in cash to resolve the Direct Purchaser Class’s claims against AstraZeneca and Handa (the “Settlement Fund”).

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 settlements with AstraZeneca and Handa, the plan for allocating the Settlement Fund to Direct Purchaser Class members (summarized in the responses to Questions 6 and 7 below), and Lead Class Counsel’s request for settlement administration costs, attorneys’ fees, reimbursement of Lead Class Counsel’s out-of-pocket expenses and costs, and service awards to the Class Representatives. That hearing is scheduled for September 12, 2025 at 9:00 am Eastern Time before U.S. District Court Chief Judge Colm F. Connolly in Courtroom 4B of the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, Delaware 19801.

The Court previously determined that the lawsuit between Direct Purchaser Class Plaintiffs and AstraZeneca and Handa can proceed as a class action 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”) consists of the following:

¹ Par filed for bankruptcy and claims against it have subsequently been discharged. *See In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation*, Master Dkt. No. 20-1076-CFC, at D.I. 187, 662.

All persons or entities in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased 50mg, 150mg, 200mg, and/or 300mg strength of brand or generic Seroquel XR directly from any of the Defendants² at any time from August 2, 2015 until April 30, 2017 (the “Class Period”). Excluded from the Class are Defendants and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities.

Also excluded from the Class for purposes of the Settlement Agreements are the following entities: Walgreen Co., The Kroger Co., Albertsons Companies, Inc., H-E-B, L.P., Hy-Vee, Inc., CVS Pharmacy, Inc., Rite Aid Corp., and Rite Aid Hdqtrs. Corp (the “Retailer Plaintiffs”).

The proposed settlements will affect the rights of all members of the Class, as defined above.

The Court in charge of this case still has to decide whether to give Final Approval to the proposed settlements with AstraZeneca and Handa.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENTS	
IF YOU WISH TO RECOVER A SHARE OF THE SETTLEMENT FUND, PROMPTLY COMPLETE AND RETURN THE ENCLOSED CLAIM FORM	If you are a member of the Class, the enclosed Claim Form must be completed, signed and returned or postmarked by July 24, 2025 to obtain a share of the Settlement Fund.
OBJECT TO THE SETTLEMENTS	If you object to any part or all of the proposed settlements, you must file an objection with the Court, along with a statement explaining the basis for your objection to the proposed settlement(s). You must also send a copy of your objections to the Clerk of the Court and the lawyers listed in Question 12 below. <i><u>Regardless of whether you object, the enclosed Claim Form must be completed, signed and returned or postmarked by mail by July 24, 2025 in order to recover a share of the Settlement Fund.</u></i>
GET MORE INFORMATION	If you would like to receive more information about the proposed settlements, 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.

² “Defendants” are AstraZeneca, Handa, and Par.

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WHY THIS NOTICE HAS BEEN ISSUED

1. Why Did I Get This Notice?

You received this notice because, according to sales data produced by the Defendants, you may have purchased brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg strength tablets directly from AstraZeneca and/or generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg strength tablets directly from Par during the period from August 2, 2015 through April 30, 2017.

A federal court authorized this Notice because you have a right to know about the proposed settlements with AstraZeneca and Handa and about all of your options before the Court decides whether to grant final approval of the settlements. This Notice explains the lawsuit, the settlements, 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 number or address listed in Question 9 below.

2. What is This Lawsuit About?

J M Smith Corporation d/b/a Smith Drug Company and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc (together, the “Plaintiffs” or “Class Representatives”) filed lawsuits individually and as representatives of all persons or entities in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased 50mg, 150mg, 200mg, and/or 300mg strength of brand or generic Seroquel XR directly from any of the Defendants at any time from August 2, 2015 until April 30, 2017 (the “Class”). Excluded from the Class are Defendants and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities. Also excluded are the Retailer Plaintiffs, as defined above. The lawsuit asserts that, as a result of the Defendants’ alleged unlawful conduct, the prices paid for brand Seroquel XR and generic Seroquel XR (extended release quetiapine fumarate) 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 Seroquel XR 50mg, 150mg, 200mg, and/or 300mg strength tablets from the Defendants. Plaintiffs allege the overcharges were caused by Defendants’ 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 Defendants violated federal antitrust laws by unlawfully impairing and delaying the introduction of generic versions of the prescription drug Seroquel XR into the United States market. The Plaintiffs allege that in September 2011, the manufacturer of brand Seroquel XR, AstraZeneca, and a generic pharmaceutical company, Handa, entered into a “pay for delay” or “reverse payment” agreement in violation of 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. Handa then assigned the agreement to Par, and Par

performed the agreement, launching generic Seroquel XR on the delayed entry date of November 2016. Absent the alleged unlawful conduct, the Plaintiffs claim, Handa and/or Par would have launched generic Seroquel XR earlier than November 2016. The Plaintiffs also claim that AstraZeneca would have launched its own competing generic version of Seroquel XR, an “authorized generic,” at or about the same time. The Plaintiffs allege that the prices for Seroquel XR and generic Seroquel XR were higher than they would have been absent the Defendants’ alleged unlawful conduct.

The Defendants deny all these allegations, including that the Plaintiffs or Class members are entitled to damages or other relief.

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

Chief Judge Colm F. Connolly of the United States District Court for the District of Delaware is overseeing this class action and the settlements. The lawsuit is known as *In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litig.*, Master Dkt. No. 20-1076 (D. Del.).

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 such as this one, one court resolves the issues for everyone in the class, except for those Class Members who previously timely excluded themselves (*i.e.*, “opted out”) from the class. The District Court, by memorandum and order filed on February 6, 2024, earlier determined that the lawsuit by Direct Purchaser Class Plaintiffs against the Defendants AstraZeneca and Handa would proceed as a class action.

A copy of the District Court’s class certification memorandum may be found at www.garwingerstein.com.

Specifically, the Court previously found that:

- The number of Class Members is so numerous that joining them all into one suit would be impractical.
- Class Members share common legal or factual issues relating to the claims in this case.
- The claims of the Class Representatives are typical of the claims of the rest of the Class Members.
- The Class Representatives and the lawyers representing the Class will fairly and adequately protect the Class’s interests.

- Class-wide issues predominate over any questions affecting only individual members of the Class, and this class action is a superior method to fairly and efficiently adjudicate this controversy.

The members of the Class are “Class members” or “Direct Purchaser Class members.”

4. Why Are There Settlements?

The Direct Purchaser Class Plaintiffs, AstraZeneca, and Handa were preparing to proceed to trial, but they have now agreed to the proposed settlements. By settling, the Direct Purchaser Class Plaintiffs and AstraZeneca and Handa all avoid the risk of trial and the continued costs of litigation. The Class Representatives and Lead Class Counsel believe that the proposed settlements are fair, adequate, reasonable, and in the best interests of the Class.

WHO IS INCLUDED IN THE CLASS AND THE SETTLEMENTS

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 Settlements?

You are in the Class if you are a person or entity in the United States and its territories that purchased brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg strength tablets directly from AstraZeneca and/or generic Seroquel XR (extended release quetiapine fumarate) 50mg, 150mg, 200mg, and/or 300mg strength tablets directly from Par at any time during the period August 2, 2015 through April 30, 2017. Excluded from the Class are Defendants and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities. Also excluded are the Retailer Plaintiffs, as defined above.

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

THE SETTLEMENT BENEFITS: WHAT YOU GET

6. What Do the Settlements Provide?

AstraZeneca and Handa have agreed to pay a combined \$51,419,000 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 Lead 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 Seroquel XR from AstraZeneca and Par during the relevant time periods described below in response to Question 7. The Allocation Plan utilizes the combined totals of each Class member’s

purchases of brand and generic Seroquel XR from AstraZeneca and Par during the relevant time periods described below in response to Question 7.

Transactional sales data from AstraZeneca 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. With this Notice, each Class member is being sent a Claim Form pre-populated with information about Class members' purchases to review, sign, and submit.

Lead Class Counsel will ask for service awards for each Class Representative of \$100,000 from the Settlement Fund in recognition of their efforts to date on behalf of the Class.

In exchange for the Settlement Fund, AstraZeneca and Handa will be released and discharged from all antitrust and similar claims relating to brand and generic Seroquel XR as defined in the Settlement Agreements. The full text of the releases are included in the Settlement Agreements, available at www.garwingerstein.com, and it is that text that governs the scope of the releases.

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

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 www.garwingerstein.com. Under the Plan of Allocation, your share of the Net Settlement Fund will depend on the weighted net total amount of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg that you purchased from AstraZeneca from August 2, 2015 through December 31, 2018 and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg that you purchased from Par from November 1, 2016 through April 30, 2017 ("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 settlements will only be distributed to Class members if the Court grants final approval of the settlements. Payment is conditioned on several matters, including the Court's approval of the settlements 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 Agreements may be terminated if the Court does not approve the settlements or materially modifies it. If the Settlement Agreements are terminated, the lawsuit will proceed against AstraZeneca and Handa as if such settlements had not been reached.

8. How Can I Get a Payment?

You must complete and return the enclosed Claim Form by mail by July 24, 2025 to request a *pro rata* share of the Net Settlement Fund (though money from the settlements will only be distributed to Class members if the Court grants final approval of the settlement). 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 AstraZeneca and Par will be used to make the *pro rata* share calculations. You will need to verify the accuracy of the information in the Claim Form, and to sign and return the Claim Form according to the directions on the Claim Form. Class members have 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) by July 24, 2025.

THE LAWYERS REPRESENTING THE CLASS

9. Do I Have a Lawyer in this Case?

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

Jonathan M. Gerstein
Garwin Gerstein & Fisher, LLP
Wall Street Plaza
88 Pine Street, Suite 2810
New York, NY 10005
T: (212) 398-0055
F: (212) 764-6620
jgerstein@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. You may hire a lawyer and enter an appearance through your lawyer at your own expense if you so desire.

11. How Will the Lawyers Be Paid?

If the Court gives Final Approval to the settlements with AstraZeneca and Handa, 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. Lead Class Counsel intends to seek attorneys' fees of up to thirty-six percent (36%) of the Settlement Fund, including a proportionate share of accrued interest, plus reimbursement of reasonable litigation expenses they incurred litigating the case. If the Court grants Lead Class Counsel's request, attorneys' fees and litigation 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 Lead 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 July 10, 2025 at www.garwingerstein.com, as well as the offices of the Clerk of Court for the United States District Court for the District of

Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, Delaware 19801, during normal business hours.

OBJECTING TO THE SETTLEMENTS

12. 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 either or both of the settlements or any part of them if you do not like them, and/or the application for attorneys' fees, costs, and expenses, and/or service awards to the Class Representatives. The Court will consider your views. To object, you must file an objection with the Court on the docket for *In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litig.*, Master Dkt. No. 20-1076 (D. Del.), along with a statement explaining the basis of your objection along with any supporting documentation. In addition to filing the objection, you also must send a copy of your objection by mail to the addresses below. Be sure to include your name, address, telephone number, signature, and the reasons why you object to the settlement(s). You must mail the objection separately to each of the following:

Counsel for Defendants	Lead Class Counsel
Counsel for AstraZeneca: Benjamin Greenblum Williams & Connolly LLP 680 Maine Avenue SW Washington, DC 20024 bgreenblum@wc.com Counsel for Handa: James E. Gallagher Davis Malm & D'Agostine, P.C. One Boston Place, 37th Floor Boston, MA 02108 cmarino@davismalm.com	Jonathan M. Gerstein Garwin Gerstein & Fisher LLP 88 Pine Street, 28th Floor New York, NY 10005 Tel.: 212-398-0055 jgerstein@garwingerstein.com
Clerk of the Court	
Clerk of Court for the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, Delaware 19801	

Your objection must be postmarked/filed with the Court no later than July 24, 2025. Again, whether or not you object to the proposed settlement(s), the enclosed Claim Form must be completed, signed and returned or postmarked by mail by July 24, 2025 to request a *pro rata* share of the Net Settlement Fund.

THE COURT'S FINAL FAIRNESS HEARING

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

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

The Court will hold a Final Fairness Hearing at 9:00 am Eastern Time on September 12, 2025 in Courtroom 4B of the United States District Court for the District of Delaware, 844 North King St, Wilmington, DE 19801. At this hearing, the Court will consider whether the settlements with AstraZeneca and Handa are fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlements. 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 www.garwingerstein.com.

14. Do I Have to Come to the Hearing?

No, you do not have to attend the hearing. Lead Class Counsel will answer any questions that Chief Judge Connolly 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.

15. 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 Final 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: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litig.*, Master Dkt. No. 20-1076 (D. Del.)." 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 July 24, 2025, and must be sent to the Clerk of the Court, Lead Class Counsel and Counsel for Defendants, at the addresses set forth in the responses to Question 12.

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

IF YOU DO NOTHING

16. 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 settlements, then you will remain in the Class and will be eligible to participate in the settlements as described in this Notice. You will also release your claims against AstraZeneca and Handa as described in the Settlement Agreements. However, the Claim Form provided with this Notice must be completed, signed and returned or postmarked by mail by July 24, 2025 in order to obtain a payment.

GETTING MORE INFORMATION

17. 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 Lead Class Counsel as indicated in Question 9. Further information is also available at www.garwingerstein.com. The Claims Administrator, RG/2 Claims Administration LLC, can be contacted at the following address:

Seroquel XR Antitrust
c/o RG2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

This Notice is only a summary of the proposed settlements and is qualified in its entirety by the terms of the actual Settlement Agreements. A copy of the Settlement Agreements are on public file with the Office of the Clerk, United States District Court for the District of Delaware, 844 North King St, Wilmington, DE 19801, and are also available at www.garwingerstein.com.

PLEASE DO NOT WRITE TO OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION. INSTEAD, PLEASE DIRECT ANY INQUIRIES TO LEAD CLASS COUNSEL LISTED ABOVE OR TO RG/2 CLAIMS ADMINISTRATION LLC.

DATE: JUNE 23, 2025

BY THE COURT
Colm F. Connolly, Chief Judge
United States District Court, D. Del.

EXHIBIT B

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation
Master Dkt. No. 20-1076-CFC

Si desea recibir esta notificación en español, llámenos al 866-742-4955

PROOF OF CLAIM AND RELEASE

Your claim must be postmarked by: July 24, 2025

Notice ID:

INTRODUCTION

On June 9, 2025, the Court in the above-entitled action (the “Action”) preliminarily approved two separate settlements (the “Settlements”) totaling \$51,419,000 in a class action lawsuit brought by J M Smith Corporation d/b/a, Smith Drug Company and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. (collectively “Plaintiffs” or “Class Representatives”) against AstraZeneca Pharmaceuticals L.P., AstraZeneca UK Limited (collectively “AstraZeneca”), Handa Pharmaceuticals, LLC (“Handa”), and Par Pharmaceutical, Inc. (“Par”) (together, AstraZeneca, Handa, and Par are referred to as “Defendants”).¹

The notice of class action Settlement dated June 23, 2025, which was mailed to Class members with this claim form, and which is available at www.garwingerstein.com, summarizes both the litigation and terms of the Settlements. The purpose of this Proof of Claim Form and Release is to ensure that you are able to participate in the distribution of the Settlement funds from the Settlements with AstraZeneca and Handa, net of attorneys’ fees, service awards to Class Representatives, and other costs awarded by the Court (the “Net Settlement Fund”).

In order for the Claims Administrator to make the proper calculation of your *pro rata* share of the Net Settlement Fund, please either (a) verify the accuracy of the net purchase volumes listed in Part II.A of this Proof of Claim and Release Form that are derived from purchase data produced in this Action or (b) submit the data required in Part II.B of this Proof of Claim and Release Form.

PART I: CLAIMANT IDENTIFICATION

Please provide this information. In addition, if purchases were made in a name other than the Claimant’s name (for example, if you are filing this Proof of Claim and Release Form based on an assignment), please include documentation of your right to assert a claim with respect to those claimed purchases.

Employer Tax Identification Number: _____

¹ Par filed for bankruptcy and claims against it have subsequently been discharged. *See In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation*, Master Dkt. No. 20-1076-CFC, at D.I. 187, 662.

Claimant Name & Address:

Please make any changes or corrections below:

Person overseeing the claims process for Claimant (who can be contacted if there are questions regarding this claim):

First Name: _____ MI: _____ Last Name: _____

Phone Number: (____) ____ - ____ Email Address: _____

PART II: CLASS MEMBER'S QUALIFYING PURCHASES OF BRAND AND/OR GENERIC SEROQUEL XR TABLETS

A. The Claims Administrator, in conjunction with the direct purchaser plaintiffs' economic expert, has calculated each Class member's qualifying net direct purchases of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg tablets from AstraZeneca during the period of August 2, 2015 through December 31, 2018, and net direct purchases of generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg tablets from Par during the period of November 1, 2016 through April 30, 2017. The initial calculations are based upon brand and generic Seroquel XR sales data produced by AstraZeneca and Par in the Action. If and when the Claims Administrator learns of additional data or claims, the calculations may change. In addition, your calculation may change as a result of other information submitted during the claims administration process. **To repeat, the initial calculations are subject to change.**

Each Class member should verify the accuracy of the total net purchase volumes listed below. **If you agree that the total net purchase volumes computed for your company are accurate, you should sign on page 9 of this Proof of Claim and Release Form and mail it to the Claims Administrator postmarked no later than July 24, 2025.** If you verify the accuracy of the total net purchase volumes listed below, you will not be required to produce any purchase data as part of the claims administration process, but you are waiving the right to challenge or appeal the Claims Administrator's determination regarding your pro rata distribution amount on the basis that the distribution amount would have been different had it been calculated using your own purchase records. **If you believe the total net purchase volumes listed for your company below are not accurate, you may submit purchase records, in electronic format as described in Part II.B below; any such data must be mailed to the Claims Administrator postmarked no later than July 24, 2025.**

If you are filing a claim based on an assignment, you will have to submit documentation of your right to assert a claim with respect to those claimed purchases along with data showing the volume of purchases covered by your assignment.

In order to have a valid claim, you must be a member of the certified Direct Purchaser Class or have an assignment of rights from a Direct Purchaser Class member allowing you to recover as an assignee of a Class member. The certified Direct Purchaser Class (or "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 50mg, 150mg, 200mg, and/or 300mg

strength of brand or generic Seroquel XR directly from any of the Defendants at any time from August 2, 2015 until April 30, 2017 (the “Class Period”). Excluded from the Class are Defendants and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities.

Also excluded from the Class for purposes of these Settlement Agreements are the following entities that previously opted out of the Class: Walgreen Co., The Kroger Co., Albertsons Companies, Inc., H-E-B, L.P., Hy-Vee, Inc., CVS Pharmacy, Inc., Rite Aid Corp., and Rite Aid Hdqtrs. Corp (the Retailer Plaintiffs”).

The Court-approved Plan of Allocation provides, for Claimants with valid claims, that each Claimant’s allocated share of the Net Settlement Fund will be determined by taking (a) each Claimant’s weighted combined total net purchases of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg from AstraZeneca from August 2, 2015 through December 31, 2018 and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg from Par from November 1, 2016 through April 30, 2017, (b) removing any purchases for which the rights to damages in this litigation have been assigned by agreement, and dividing it by (c) the weighted combined total purchases by all Claimants who timely submit valid, accepted Claim Forms of brand Seroquel XR from AstraZeneca from 50mg, 150mg, 200mg, and/or 300mg from August 2, 2015 through December 31, 2018, and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg from Par from November 1, 2016 through April 30, 2017.

Allocations to Claimants whose right to an allocation arises by virtue of an assignment(s) from a Class member(s) would be determined in this same fashion. In these cases, the volumes of brand and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchases used to determine the allocation would be the volumes assigned to the Claimant by an otherwise eligible Class member(s) (and the assignor Class member’s brand and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchase volumes would be reduced by the same amount).

Please note that related documents, including the Plan of Allocation and the Court’s Order approving the Plan of Allocation, are available at www.garwingerstein.com. This summary of the Plan of Allocation is only a summary and is not meant to alter the terms of the Court-approved Plan of Allocation. Claimants should refer to the Plan of Allocation for further details of how the allocation will work.

INITIAL ESTIMATE OF YOUR PURCHASE VOLUMES

According to the direct purchaser plaintiffs’ economic expert’s analysis of the data produced in the Action, your net qualifying volumes of Seroquel XR purchases are as follows:

_____ Tablets of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchased directly from AstraZeneca (net of returns and free samples) from August 2, 2015 through December 31, 2018.

_____ Tablets of generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchased directly from Par (net of returns and free samples) from November 1, 2016 through April 30, 2017.

The National Drug Codes (NDCs) for the relevant products and strengths are listed below in Exhibit A.

If you accept and verify that the above figures for your net direct brand and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchases are correct, please check here:

☐

Note that the above-listed net purchases account for only those assignments from the Retailers Plaintiffs of which Plaintiffs' economic expert is aware.

Please note that, even if you accept these figures, they may be reduced if you have assigned part or all of your claim by entering an assignment agreement.

B. To the extent that you do not elect to rely upon the calculation of net purchase volumes as set forth above in Part II.A, please identify all **direct** purchases of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg directly from AstraZeneca (net of returns, free samples, and assignments) from August 2, 2015 through December 31, 2018 and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg directly from Par (net of returns, free samples, and assignments) from November 1, 2016 through April 30, 2017, by providing the information below in electronic format. The relevant NDC codes are listed below in Exhibit A. The Claims Administrator may require additional information.

Date of Purchase (MM/DD/YYYY)	Supplier (Purchased From)	NDC (#####-###-##)	Transaction Type (Purchase or Return)	Purchase Volume # of Tablets

C. Assignments

Please check here if you are filing this claim based on an assignment: ☐

If you are submitting a claim pursuant to an assignment, please identify with particularity that assignment here. Please also attach documentation in support of such assignment, including the assignment agreement and data showing your qualifying purchases, from your assignor, that are covered by any such assignment of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg directly from AstraZeneca (net of returns, free samples, and assignments) from August 2, 2015 through December 31, 2018 and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg directly from Par (net of returns, free samples, and assignments) from November 1, 2016 through April 30, 2017.

Please provide the following data:

Date of Purchase (MM/DD/YYYY)	Assignor (Purchased From)	NDC (#####-####-##)	Transaction Type (Purchase or Return)	Purchase Volume # of Tablets

Please note that the Claims Administrator may require additional information and documents for any claim made based on an assignment. Also please note that your claim, including the documentation and data submitted therewith, may be shared with your assignor as part of the Claims Administration process. By submitting a claim by virtue of an assignment, you are agreeing that such data and documentation, and calculations based on such data and documentation, may be shared with your assignor. Also note that, if the assignor Class member and Claimant filing by assignment from that assignor Class member cannot reach agreement about the Claimant's right to recover, including agreement regarding the purchase volumes covered by such assignment, then the disputed share of the Net Settlement Fund shall be placed into escrow and the assignee Claimant and the assignor Class member shall make application to the Court for any such monies held in escrow.

PART III: SUBMISSION TO JURISDICTION OF THE COURT

By signing below, you agree to submit to the exclusive jurisdiction of the United States District Court for the District of Delaware with respect to any suit, action, proceeding or dispute arising out of or relating to *In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litig.*, Master Dkt. No. 20-1076-CFC (D. Del.) (the "Action"), claims administration in the Action, the claim you or any other entity is making as a Class member or assignee thereof in the Action, and/or the Releases set forth below.

PART IV: RELEASES

The full text of the releases to which you will be bound are set forth in the Settlements, which are available at www.garwingerstein.com. Consistent therewith:

A. By signing below, you hereby confirm that you and your 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 your parents' subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and your predecessors, successors, heirs, executors, administrators, and representatives ("AstraZeneca Releasing Parties") shall be deemed to and do hereby completely, finally, and forever release and discharge jointly and severally, individually and collectively, AstraZeneca and its past, present, or future parents, subsidiaries, and Affiliates; all of the past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, associates, employees, and legal representatives of any of the foregoing; the trustees, heirs, executors, administrators, beneficiaries, predecessors, successors, and assigns of any of the foregoing; and any other person or entity that claims, or might claim, by, through, under, on behalf of, or for the benefit of any of the foregoing ("AstraZeneca Released Parties") from: any and all manner of claims, counterclaims, complaints, demands, actions, potential actions, suits, causes of action, grievances, allegations, accusations, obligations, liabilities, matters, disputes, and issues of any nature whatsoever, as well as all forms of relief, including all remedies, costs, expenses, losses, liabilities, debts, damages, penalties, and attorneys' and other professionals' fees and related disbursements, whether known or unknown, foreseen or unforeseen, discoverable or undiscoverable, accrued or unaccrued, contingent or non-contingent, direct or indirect, suspected

or unsuspected, apparent or unapparent, liquidated or unliquidated, in law or equity (collectively, “AstraZeneca Claims”), that AstraZeneca Releasing Parties ever had, now have, or hereafter can, shall, or may have from the beginning of the world through the Effective Date, directly, representatively, derivatively, as assignees, or in any other capacity, to the extent arising out of or relating in any way to the Litigation or any conduct that reasonably could have been alleged in the Litigation, including but not limited to any conduct related in any way to the sale of Seroquel XR or its generic equivalents (“AstraZeneca Released Claims”).

For the avoidance of doubt, AstraZeneca Released Claims shall not include Claims for breach of warranty, breach of contract, violation of the Uniform Commercial Code, personal or bodily injury, or only arising out of or in any way relating to any products other than brand or generic Seroquel XR.

B. In addition, you, on behalf of yourself and the AstraZeneca Releasing Parties hereby covenant and agree that you shall not, hereafter, to the full extent permitted by law:

- i. sue or otherwise seek to establish or to impose liability based, in whole or in part, on any AstraZeneca Released Claim against any of the AstraZeneca Released Parties;
- ii. issue any subpoena or discovery request to any of the AstraZeneca Released Parties seeking discovery concerning any AstraZeneca Released Claim (however, if additional information is needed for purposes of distribution of the Settlement Fund, the Parties will work together in good faith to address); or
- iii. assist, support, cooperate with, or provide information to, directly or indirectly, any person or entity in seeking to establish or to impose liability based, in whole or in part, on any AstraZeneca Released Claim against any of the AstraZeneca Released Parties.

C. In addition, you, on behalf of yourself and the AstraZeneca Releasing Parties, expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

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

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law that is similar, comparable, or equivalent to § 1542 of the California Civil Code. The AstraZeneca Releasing Parties may hereafter discover facts other than or different from those that they know or believe to be true regarding the claims that are the subject matter of Paragraph 30 of the Settlement Agreement, but each AstraZeneca Releasing Party hereby expressly waives and fully, finally, and forever settles and releases any Claim that would otherwise fall within the definition of AstraZeneca Released Claims, whether or not concealed or hidden, regardless of the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, each AstraZeneca Releasing Party also hereby expressly waives and fully, finally, and forever settles and releases any and all Claims that would otherwise fall within the definition of AstraZeneca Released Claims it may have against any AstraZeneca Released Party 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, which Claims are hereby expressly incorporated into the definition of AstraZeneca Released Claims, provided that such conduct occurred before the Effective Date. For the avoidance of doubt, AstraZeneca Released Claims shall not include Claims for breach of warranty, breach of contract, violation of the Uniform Commercial Code, personal or bodily injury, or only arising out of or in any way relating to any products other than brand or

generic Seroquel XR. The parties acknowledge that the foregoing waiver was separately bargained for and is a key and integral element of this Settlement Agreement.

D. By signing below, you hereby confirm that you and your 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 their predecessors, successors, heirs, executors, administrators, and representatives ("Handa Releasing Parties") shall be deemed to and do hereby completely, finally, and forever release and discharge jointly and severally, individually and collectively, Handa and its past, present, or future parents, subsidiaries, and Affiliates; all of the past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, associates, employees, and legal representatives of any of the foregoing; the trustees, heirs, executors, administrators, beneficiaries, predecessors, successors, and assigns of any of the foregoing; and any other person or entity that claims, or might claim, by, through, under, on behalf of, or for the benefit of any of the foregoing ("Handa Released Parties") from: any and all manner of claims, counterclaims, complaints, demands, actions, potential actions, suits, causes of action, grievances, allegations, accusations, obligations, liabilities, matters, disputes, and issues of any nature whatsoever, as well as all forms of relief, including all remedies, costs, expenses, losses, liabilities, debts, damages, penalties, and attorneys' and other professionals' fees and related disbursements, whether known or unknown, foreseen or unforeseen, discoverable or undiscoverable, accrued or unaccrued, contingent or non-contingent, direct or indirect, suspected or unsuspected, apparent or unapparent, liquidated or unliquidated, in law or equity (collectively, "Handa Claims"), that Handa Releasing Parties ever had, now have, or hereafter can, shall, or may have from the beginning of the world through the Effective Date, directly, representatively, derivatively, as assignees, or in any other capacity, to the extent arising out of or relating in any way to the Litigation or any conduct that reasonably could have been alleged in the Litigation ("Handa Released Claims").

For the avoidance of doubt, Handa Released Claims shall not include Claims for products liability, breach of warranty, breach of contract, violation of the Uniform Commercial Code, or personal or bodily injury.

E. In addition, you, on behalf of yourself and the Handa Releasing Parties, hereby covenant and agree that they shall not, hereafter, to the full extent permitted by law:

- i. sue or otherwise seek to establish or to impose liability based, in whole or in part, on any Handa Released Claim against any of the Handa Released Parties;
- ii. assist, support, cooperate with, or provide information to, directly or indirectly, any person or entity in seeking to establish or to impose liability based, in whole or in part, on any Handa Released Claim against any of the Handa Released Parties;
- iii. cause or release any agent, employee, or contractor retained by any Handa Releasing Party in connection with the Litigation to engage in any such assistance, support, cooperation, or provision of information with respect to the Handa Released Claims against any of the Handa Released Parties;
- iv. grant any waivers with respect to any such assistance, support, cooperation, or provision of information with respect to the Handa Released Claims against any of the Handa Released Parties;

- v. release any attorney who represented any Handa Releasing Parties in connection with the Litigation from maintaining the confidentiality of non-public information to which such attorney had access in the Litigation; or
- vi. grant any waivers with respect to any such maintenance unless ordered to do so by the Court or otherwise compelled to do so by law.

F. In addition, you, on behalf of yourself and the Handa Releasing Parties, expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

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

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law that is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Handa Releasing Parties may hereafter discover facts other than or different from those that they know or believe to be true regarding the claims that are the subject matter of Paragraph 30 of the Settlement Agreement, but each Handa Releasing Party hereby expressly waives and fully, finally, and forever settles and releases any Claim that would otherwise fall within the definition of Handa Released Claims, whether or not concealed or hidden, regardless of the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, each Handa Releasing Party also hereby expressly waives and fully, finally, and forever settles and releases any and all Claims that would otherwise fall within the definition of Handa Released Claims it may have against any Handa Released Party 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, which Claims are hereby expressly incorporated into the definition of Handa Released Claims, provided that such conduct occurred before the Effective Date. For the avoidance of doubt, Handa Released Claims shall not include Claims for products liability, breach of warranty, breach of contract, violation of the Uniform Commercial Code, or personal or bodily injury. The parties acknowledge that the foregoing waiver was separately bargained for and is a key and integral element of this Agreement.

G. The releases set forth above will become effective when the Settlement Agreement receives final court approval.

PART V: VERIFICATION/RELEASE

I declare under penalty of perjury under the laws of the United States of America that the foregoing information provided by the undersigned is true and correct and that this proof of claim and release was

executed this _____, day of _____, _____ in _____, _____
(Day) (Month) (Year) (City) (State/Country)

Sign your name here: _____

Type/print your name here: _____

Type/print your company name here: _____

Capacity or job title of person signing (e.g., President, Partner): _____

RETURN YOUR COMPLETED PROOF OF CLAIM AND RELEASE AND RETURN TO:

Seroquel XR Direct Purchaser Antitrust Litigation

c/o RG2 Claims Administration LLC

P.O. Box 59479

Philadelphia, PA 19102-9479

Questions? Contact the Notice and Claims Administrator at 866-742-4955.

Remember, your signed Proof of Claim and Release must be mailed and postmarked by July 24, 2025.

Exhibit A: Relevant NDCs of Brand and Generic Seroquel XR

50mg, 150mg, 200mg, and/or 300mg

NDC	Strength	Package Size
<u>Brand Seroquel XR (AstraZeneca):</u>	150MG	00310028139
	150MG	00310028160
	200MG	00310028239
	200MG	00310028260
	300MG	00310028339
	300MG	00310028360
	50MG	00310028039
	50MG	00310028060
<u>Generic Seroquel XR (Par):</u>	150MG	49884080602
	200MG	49884080702
	300MG	49884080802
	50MG	49884080502