

EXHIBIT 2

IN THE 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

This Document Relates To:
All Direct Purchaser Class Actions

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) is made as of the Execution Date (as defined herein) by and between Plaintiffs J M Smith Corporation d/b/a, Smith Drug Company and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc., individually and on behalf of the Direct Purchaser Class (as defined herein), together with Class Counsel (as defined herein), on one side, and Defendant Handa Pharmaceuticals, LLC (“Handa”) on the other side.

WITNESSETH:

WHEREAS, the Direct Purchaser Plaintiffs are plaintiffs in Civil Action *In re Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation*, Master Docket No. 20-1076-CFC (collectively, the “Litigation”);

WHEREAS, the Direct Purchaser Plaintiffs have asserted claims in the Litigation based both on their own behalf and on behalf of the Class (as defined herein);

WHEREAS, Handa denies each and every one of the Direct Purchaser Plaintiffs' allegations of unlawful or wrongful conduct, denies that any conduct challenged by the Direct Purchaser Plaintiffs caused any damage whatsoever, and has asserted defenses to the Direct Purchaser Plaintiffs' claims;

WHEREAS, the Direct Purchaser Plaintiffs and Handa agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against Handa or evidence of the truth of any of the Direct Purchaser Plaintiffs' allegations;

WHEREAS, on or about February 6, 2024, the United States District Court for the District of Delaware certified as Class (as defined herein) and appointed Smith Drug Company and KPH as Class Representatives for the Class and Class Counsel (as defined herein) as counsel for the Class;

WHEREAS, arm's length settlement negotiations have occurred between Class Counsel (as defined herein) and Handa's Counsel (as defined herein), and this Agreement has been reached as a result of those negotiations;

WHEREAS, the Direct Purchaser Plaintiffs and Class Counsel (as defined herein) have investigated the facts and the law at issue in the Litigation and have concluded that a settlement with Handa according to the terms set forth below is in the best interests of the Direct Purchaser Plaintiffs and the Class;

WHEREAS, Handa, despite its belief that it committed no wrongdoing, has nevertheless agreed to enter this Agreement to avoid the expense, inconvenience, and distraction of potentially burdensome and protracted litigation.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements, and releases set forth herein, and for other good and valuable consideration, and incorporating the above recitals herein, it is agreed by and among the undersigned that the claims asserted by the Direct Purchaser Plaintiffs in the Litigation be settled, without costs, except as described herein, as to the Direct Purchaser Plaintiffs, the Class (as defined herein), or Handa, subject to the approval of the Court (as defined herein), on the following terms and conditions.

DEFINITIONS

1. “Affiliates” means all entities controlling, controlled by, or under common control with a particular entity.

2. “Handa’s Counsel” means the law firms of Connolly Gallagher LLP, 1201 North Market Street, 20th Floor, Wilmington, DE 19801 and Davis Malm & D’Agostine, P.C., One Boston Place, 37th Floor, Boston, MA 02108.

3. “Direct Purchaser Class” or “Class” the class consists of the following certified by the Court’s February 26, 2024 Order (D.I. 582):

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 and the Retailer Plaintiffs, who have opted out of the Class.

4. “Class Representative” Smith Drug Company and KPH are class representatives for the “Direct Purchaser Class” or “Class” as allowed by D.I. 582.

5. “Class Member” means each person or entity meeting the definition of the Class or who is a member by virtue of an assignment of claims from another third-party.

6. “Retailer Plaintiffs” are 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.

7. “Claims Administrator” means a third party retained and paid by the Direct Purchaser Plaintiffs to manage and administer the process by which Class Members (as defined herein) are notified of and paid pursuant to this Agreement, all consistent with this Agreement and any orders by the Court (as defined herein).

8. “Court” means the United States District Court for the District of Delaware overseeing the Litigation.

9. “Effective Date” means the date on which all the following have occurred:

a. This Agreement has been executed by Handa's Counsel and delivered to Class Counsel (as defined herein);

b. This Agreement has been executed by Class Counsel (as defined herein) and delivered to Handa's Counsel;

c. No party has exercised any right to rescind this Agreement as provided for in Paragraphs 42-44 below;

d. The Court has approved this Agreement as required by Federal Rule of Civil Procedure 23(e); and

e. The Court has entered a final approval order, entering a final judgment of dismissal with prejudice of all Claims (as defined herein) asserted by the Direct Purchaser Plaintiffs on behalf themselves and the Class against Handa; and either

i. the time for appeal or to seek permission to appeal has passed without an appeal of the Court's final approval order and entry of final judgment of dismissal; or

ii. the Court's final approval order and entry of final judgment of dismissal have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

Neither Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the dates stated in this Paragraph 6(e), so long as any filing or challenge made to the Court's final approval order and entry of final judgment of dismissal is initiated after the dates set forth in Paragraphs 6(a)–6(d) above.

10. “Escrow Account” means the account referenced in Paragraph 33 below to maintain the Settlement Fund (as defined herein), established pursuant to the terms set forth in an escrow agreement to be entered into with the Escrow Agent (as defined herein), subject to the approval of the Direct Purchaser Plaintiffs and the Court.

11. “Escrow Agent” means the third party approved by the Court responsible for managing and administering the Escrow Account according to this Agreement, and to any orders by the Court.

12. “Execution Date” means the date as of which Class Counsel (as defined herein) have executed and delivered this Agreement to Handa's Counsel, as reflected on the signature page hereto; provided that Handa's Counsel theretofore also has executed and delivered this Agreement to Class Counsel (as defined herein).

13. “Notice” means a method of informing Class Members about the Litigation and this Agreement pursuant to Federal Rule of Civil Procedure 23(c)(2)(B) and the requirements of due process.

14. “Notice Date” means the date as of which Notice has been disseminated to the Class Members, as required by the Federal Rules of Civil Procedure, and any Court order.

15. “Notice Period” means the maximum allowable length of time between the Preliminary Approval Date (as defined herein) and the Notice Date.

16. “Preliminary Approval Date” means the date on which the Court enters an order granting preliminary approval of this Agreement.

17. “Released Claims” means the claims described in Paragraph 30 below.

18. “Released Parties” means, 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.

19. “Releasing Parties” means, Class Representatives 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 their predecessors, successors, heirs, executors, administrators, and representatives.

20. "Seroquel XR Dosages" means Seroquel XR or quetiapine fumarate ER 50 mg, 150 mg, 200 mg, and 300 mg tablets.

21. "Settlement Amount" means Four Hundred Ninety-Four Thousand Dollars (\$494,000).

22. "Class Counsel" means the law firms Cooch and Taylor, P.A., 1000 N. West Street, Suite 1500, Wilmington, DE 19899; and Garwin Gerstein & Fisher LLC, 88 Pine Street, 28th Floor, New York, NY 10005.

23. "Settlement Fund" means the Settlement Amount paid by Handa in settlement of the Litigation pursuant to Paragraph 33 below and any interest or income earned on amounts in the fund.

APPROVAL, NOTICE, AND DISMISSAL OF CLAIMS

24. The Direct Purchaser Plaintiffs and Handa shall use all reasonable efforts to effectuate this Agreement, including by cooperating in the Direct Purchasers' effort to obtain the Court's approval of procedures (including the approval of

Notice) and to secure the prompt, complete, and final dismissal with prejudice of the Litigation as to the Released Parties.

25. Motion for Preliminary Approval of the Settlement. Plaintiffs shall submit to the Court—and Handa shall not oppose in any court, including on appeal—a motion (the “Motion”) requesting entry of an order preliminarily approving the settlement. The text of which motion, proposed order and corresponding notices shall be agreed upon by the Direct Purchaser Plaintiffs and by Handa before the Direct Purchaser Plaintiffs submit it to the Court, provided Handa provides comments and edits to such documents within forty-eight (48) hours of receiving the same from the Direct Purchaser Plaintiffs. The 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 stay of all proceedings against Handa in the Direct Purchaser Class Action until such time as the Court renders a final decision regarding the approval of the Settlement, except those proceedings provided for or required by this Settlement Agreement;

c. seek approval of an escrow agreement regarding the Settlement consideration described herein;

d. seek approval for notice to the Class by means of direct first-class United States mail notice; and

e. include a proposed form of order, 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.

26. No Second Notice Period.

a. In the Motion seeking preliminary approval, Plaintiffs will recommend to the Court that a second, discretionary opt-out period pursuant to Rule 23(e)(4) is unnecessary. In the event that the Court allows such a second, discretionary opt-out period and additional Class members (*i.e.*, those beyond the Retailer Plaintiffs described in paragraph 6 above) opt out of the Class and the Settlement is approved by the Court and becomes final as described in Paragraph 9, a *pro rata* adjustment to the Settlement Amount will be made (*i.e.*, a reduction in the Settlement Amount of the opt out Class members' *pro rata* share of net direct unit purchases of brand and generic Seroquel XR of all Class member purchases during the Class Period).

b. Nothing herein will preclude a Class member(s) who has sought exclusion from the Class from seeking leave of court to rescind its (their) decision to exclude itself (themselves) from the Class until such time as the Settlement becomes final pursuant to Paragraph 9. Nothing precludes Plaintiffs' Counsel from

contacting such Class member(s) concerning its (their) decision to opt out of the Class.

27. If the Court preliminarily approves the settlement set forth in this Agreement, the Direct Purchaser Plaintiffs shall, with the assistance of any qualified Claims Administrator appointed by the Court, provide Class Members with the Notice approved by the Court within the Notice Period approved by the Court.

28. If the Court preliminarily approves this Settlement Agreement, Plaintiffs shall submit—and Handa shall not oppose in any court, including on appeal—a motion for final approval by the Court of this Settlement Agreement (“Final Approval Motion”) after notice has been disseminated to the Class pursuant to the Preliminary Approval Order. The Final Approval Motion shall seek entry of an order and final judgment (“Final Approval Order”):

a. finding this Settlement Agreement and its terms to be a fair, reasonable, and adequate settlement as to 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 30 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. directing that the Direct Purchaser Class Action be dismissed with prejudice as to Handa and, except as provided for herein, without costs or attorney's fees recoverable under 15 U.S.C. § 15(a);

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

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

29. This Agreement shall become final only upon occurrence of the Effective Date.

RELEASE AND DISCHARGE

30. Upon the occurrence of the Effective Date, and in consideration of the payment by Handa of the Settlement Amount, the Releasing Parties shall be deemed to and do hereby completely, finally, and forever release and discharge the 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, "Claims"), that 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 ("Released Claims").

For the avoidance of doubt, 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.

31. The Releasing Parties hereby covenant and agree that they shall not, hereafter, to the full extent permitted by law:

a. sue or otherwise seek to establish or to impose liability based, in whole or in part, on any Released Claim against any of the Released Parties;

b. 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 Released Claim against any of the Released Parties;

c. cause or release any agent, employee, or contractor retained by any Releasing Party in connection with the Litigation to engage in any such assistance, support, cooperation, or provision of information with respect to the Released Claims against any of the Released Parties;

d. grant any waivers with respect to any such assistance, support, cooperation, or provision of information with respect to the Released Claims against any of the Released Parties;

e. release any attorney who represented any 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

f. 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.

32. The Releasing Parties hereby 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 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 hereof, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases any Claim that would otherwise fall within the definition of 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 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 Released Claims it may have against any 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 Released Claims, provided that such conduct occurred before the Effective Date. For the avoidance of doubt, 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.

PAYMENT AND COOPERATION

33. Upon execution of this settlement agreement, Handa shall pay or cause to be paid the Settlement Amount by wire transfer into an Escrow Account to be established on May 1, 2025. Handa has provided Plaintiffs' counsel with balance sheets and a sworn affidavit concerning the financial condition of Handa Pharmaceuticals, LLC., which shall be made available to the Court for *in camera* inspection at Plaintiffs' or the Court's request.

34. Any attorneys' fees, reimbursement of costs and expenses, or service awards for representatives of the Class approved by the Court shall be paid solely

from the Settlement Fund. Handa shall have no obligation to pay any amount of Releasing Parties' attorneys' fees, costs, expenses, or service awards. Releasing Parties shall look solely to the Settlement Fund for satisfaction against Released Parties of the Released Claims.

35. Cooperation. Handa has provided Plaintiffs' counsel with an affidavit under penalty of perjury from Fang-Yu "Bill" Liu ("Initial Affidavit"), attached hereto as Exhibit A. Handa acknowledges that its witness has not been asked to make any particular statement or acknowledge any particular facts in deposition testimony, trial testimony, interview statements or otherwise and the Parties agree that the only obligations on Handa's witness is to respond truthfully to any question posed in any setting. Handa agrees to cooperate with Plaintiffs as follows: (1) Fang-yu "Bill" Liu shall be made available at Plaintiffs' request to appear at trial without a subpoena and provide trial testimony that is consistent with the Initial Affidavit upon proper questioning, and in accordance with the Federal Rules of Civil Procedure and any scheduling, discovery and case management orders entered in this litigation and (2) Fang-yu "Bill" Liu shall be made available to be interviewed by Plaintiffs' counsel or to discuss issues in the Litigation with them at mutually agreeable times and to provide an additional affidavit at Plaintiffs' counsel's request, if appropriate. Notwithstanding the above, Handa shall not be expected to disclose any information learned exclusively through efforts or communications subject to the joint

defense or common interest privilege. Handa further agrees to provide certifications under Fed. R. Evid. 902(11) in advance of trial concerning the authenticity or admissibility of documents and data produced or created by Handa, and/or by agreeing to provide a custodian of records or other witness testimony at trial, if required by the Court to lay a foundation for the admission of any documents or data produced or created by Handa.

SETTLEMENT FUND

36. The Settlement Fund is intended by the parties to this Agreement to be treated as a “qualified settlement fund” for federal-income-tax purposes pursuant to Treas. Reg. § 1.468B-1, and to that end the parties to this Agreement shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of Handa, a “relation back election” as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Settlement Fund to be treated as a qualified settlement fund from the earliest date possible, and the parties shall take all actions as may be necessary or appropriate to this end.

37. To the extent practicable, the Settlement Fund shall be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or any agency thereof, or money-market funds invested substantially in such instruments, and shall reinvest

any income from these instruments and the proceeds from these instruments as they mature in similar instruments at their then-current rates. All interest and income earned on the Settlement Fund or any portion thereof shall become and remain part of the Settlement Fund and paid out with the Settlement Fund as provided in this Agreement. The Parties agree that Handa bears no responsibility for any losses sustained by any such investment.

38. Handa shall not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs, expenses, or potential losses related to any such investment, distribution and administration, except as expressly otherwise provided in this Agreement.

39. All costs associated with Notice and claims administration shall be paid out of the Settlement Fund.

40. Subject to approval by the Court, the Direct Purchaser Plaintiffs and Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses and claims including, but not limited to, attorneys' fees and past, current, and future litigation expenses. If, Handa has not exercised its right to rescind the Agreement as provided for in Paragraph 42 below, attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential for

appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund if and when, as the result of any appeal or further proceedings on remand, or successful collateral attack, such fee or expense award is reduced or reversed. The Released Parties shall not be liable for any costs, fees, or expenses of any of the Direct Purchaser Plaintiffs' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court may be paid out of the Settlement Fund.

41. The Released Parties shall not be responsible for, and shall have no liability with respect to, disbursements from the Settlement Fund pursuant to any allocation plan approved by the Court.

RESCISSION OF THIS AGREEMENT

42. The Direct Purchaser Plaintiffs and Handa shall each, in their sole and absolute discretion, have the option to rescind this Agreement by furnishing written notice to counsel for the opposing party of such rescission under this Paragraph within five (5) calendar days of the occurrence of any of the following:

- a. the Court refuses to approve this Agreement or any part thereof;
- b. the Court's approval of this Agreement is modified, vacated, or set aside on appeal;

c. the Court refuses to enter the final judgment provided for in Paragraph 28 above; or

d. the Court enters the final judgment provided for in Paragraph 28 above, but appellate review of that final judgment is sought, and that final judgment is not affirmed (or such appeal is not dismissed) in its entirety.

43. If this Agreement is rescinded as provided for in Paragraph 42, above, then:

a. this Agreement shall have no further force or effect; and

b. whatever portion of the Settlement Fund remains after payment of costs associated with Notice and claims administration (including payment of taxes) incurred up to the date of such rescission shall be returned immediately to Handa.

c. for purposes of determining the portion of the Settlement Fund that shall be returned to Handa pursuant to Paragraph 43(b) above, fifty percent (50%) of the costs associated with Notice and claims administration will be treated as having been deducted from the Settlement Fund.

44. If this Agreement is rescinded as provided for in Paragraphs 42 and 43, above, if final approval of this Agreement is not obtained, or if the Court does not enter the final judgment provided for in Paragraph 28 above, the Direct Purchaser

Plaintiffs and Handa agree that this Agreement and any and all negotiations, statements made during negotiations, documents, information, and discussions associated with it shall be without prejudice to the rights of Handa and shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing, or of the truth of any of the allegations made in the Litigation or in any pleading associated with the Litigation.

TAXES

45. The Direct Purchaser Plaintiffs shall be solely responsible for filing all informational and other tax returns necessary to report any net taxable income earned by the Settlement Fund or any portions thereof and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund or any portions thereof and shall be solely responsible for taking out of the Settlement Fund or any portions thereof, as and when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund or any portions thereof. All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund or any portions thereof, and all expenses incurred in connection with filing tax returns, shall be paid from the Settlement Fund.

MISCELLANEOUS

46. The Direct Purchaser Plaintiffs, Class Members, and Handa hereby irrevocably submit to the exclusive, retained jurisdiction of the Court, solely for the purpose of any Claims arising out of or relating to this Agreement or the applicability of this Agreement.

47. This Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the parties hereto with respect to the subject matter of this Agreement.

48. This Agreement may be modified or amended only by a writing executed by Class Counsel and Handa or Handa's Counsel and, after the Preliminary Approval Date, with approval by the Court.

49. Neither this Agreement nor any negotiations or proceedings connected with it shall be deemed or construed to be an admission by any party to this Agreement or any Released Party or evidence of any fact or matter in the Litigation or in any related actions or proceedings, and evidence thereof shall not be used, directly or indirectly, in any way, except in a proceeding to interpret or enforce this Agreement. No portion of the Settlement Amount shall constitute, or shall be construed as constituting, a payment in lieu of treble or enhanced damages, fines, penalties, punitive damages, or forfeitures (notwithstanding that the Released Claims may include claims for which such relief is sought).

50. Each of the parties hereto participated materially in the drafting of this Agreement. Neither Handa nor the Direct Purchaser Plaintiffs shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, caselaw, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

51. The captions and headings of the Sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (d) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” (e) references to “hereunder,” “herein,” or “hereof” relate to this Agreement as a whole, and (f) the terms “dollars” and “\$” refer to United States dollars. Paragraph references are to this Agreement as originally executed unless otherwise specified. Any reference herein to any statute, rule, regulation, or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time. Any reference herein to any person shall be deemed to include the heirs, personal representatives, successors, and permitted assigns of such person.

52. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the Released Claims with respect to the Released Parties.

53. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity other than Settlement Class Members, other Releasing Parties, and the Released Parties any right or remedy under or by reason of this Agreement.

54. Class Counsel warrant that all Direct Purchaser Plaintiffs in the Litigation are parties to this Agreement even if one or more of them is mistakenly identified in this Agreement by an incorrect name, and that Class Counsel are lawfully empowered to act on the Direct Purchaser Plaintiffs' behalfs.

55. The Releasing Parties warrant that they are the sole and lawful owners of all right, title, and interest in and to the matters released by them under this Agreement or otherwise have the requisite authority to grant the releases contained herein, and that none of them has assigned or transferred to any person or entity any right to recover for any Claim or potential Claim that otherwise would be released under this Agreement.

56. This Agreement shall be binding upon, and inure to the benefit of, the Releasing Parties and the Released Parties.

57. All terms of this Agreement shall be governed and interpreted according to the substantive laws of the State of Delaware, including its statutes of limitations, without regard to any otherwise applicable principles of conflicts-of-law or choice-of-law rules (whether of the State of Delaware or any other jurisdiction) that would result in the application of the substantive or procedural laws or rules of any other jurisdiction.

58. This Agreement may be executed in counterparts by Class Counsel and by Handa's Counsel. Signatures transmitted via electronic mail, facsimile, or other electronic means shall be considered valid signatures as of the date hereof.

59. Each of the undersigned attorneys represents that he or she is fully authorized to execute this Agreement and to enter into its terms on behalf of their respective clients, subject to the Court's approval.

Lead Counsel, on behalf of the Direct Purchaser ClassName: Jonathan M. Garwin

Garwin Gerstein & Fisher LLP

Signature: Date: 4/28/2025**Handa's Counsel, on behalf of Handa**Name: Alan R. Silverstein

Connolly Gallagher LLP

Signature: Date: 4/28/25Name: James Gallagher

Davis Malm & D'Agostine, P.C.

Signature: Date: 4/28/25

**IN THE 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

This Document Relates To:
All Consolidated Cases

AFFIDAVIT OF FANG-YU “BILL” LIU

I, Fang-yu “Bill” Liu, being duly sworn, depose and state as follows:

1. I am the Chief Executive Officer of Handa Pharmaceuticals, LLC (“Handa” or the “Company”).
2. I am competent to testify at trial.
3. Between 2010-2012, Handa prepared forecasts for the business purpose of projecting future revenue. I reviewed these forecasts in my capacity as Handa's CEO. Handa sometimes sent the forecasts to third parties, such as investors and outside accountants. Understanding we are talking about forecasts and predictions about future events, Handa's intent was to come up with realistic projections that modeled various potential outcomes so that we could examine various scenarios for comparative purposes. Some of these forecasts were prepared by Handa prior to September 29, 2011 (the date of settlement) and I reviewed many of the forecasts in the ordinary course of business in my capacity as CEO.

4. In July 2011, Handa's forecasts included scenarios for both settlement and litigation results. Under certain conditions, in both scenarios, Handa projected that it could potentially face six generic competitors after expiration of its exclusivity.

5. The forecast models often had two tabs: a "basic" tab and an "upside" tab. At least one of the scenarios from a forecast circulated in July 2011 modeled that Handa would face only one additional generic competitor after the end of its exclusivity period. Such a scenario could have occurred had Handa won its patent litigation by establishing that it did not infringe AstraZeneca's patent and AstraZeneca defeated all challenges to the validity of its patent. In September 2011, Handa's forecasts dropped the "upside" scenarios and only included two scenarios, one for litigation and one for settlement. Both of these scenarios predicted six generic entrants after the expiration of Handa's exclusivity.

6. In preparing these forecasts and evaluating settlement proposals from the patent litigation, Handa considered the possibility that once Handa settled, AstraZeneca could enter settlements with other generic manufacturers it had sued and provide them with licensed entry dates 181 days after Handa's launch.

7. In the settlement agreement, AstraZeneca granted Handa a November 1, 2016 launch date. As part of the agreement, AstraZeneca agreed to grant an exclusive license to Handa, i.e., not launch an authorized generic product during

Handa' 180-day exclusivity period, and agreed to make a \$4 million dollar cash payment to Handa's collaboration partner Catalent, which had been managing and paying for the patent litigation, for reimbursement of legal fees.

8. Prior to entering settlement agreement and even after, Handa did not tell AstraZeneca that it would not be able to launch its generic Seroquel XR ANDA product (the "ANDA Product"). To the best of my memory, no one ever told me that AstraZeneca believed that Handa would not be able to make its ANDA Product.

9. Prior to settlement, Handa took steps to manufacture its ANDA Product using the formulation provided in its ANDA. During production, Handa and Catalent, its contract manufacturer, encountered problems in scaling up manufacturing to produce commercial quantities. Handa was working with Catalent to identify and resolve the manufacturing problems.

10. Catalent and Handa jointly attempted to solve the manufacturing problems with the ANDA Product, including: (a) using a Design of Experiments or "DOE" to optimize the manufacturing parameters; and (b) conducting a feasibility trial for a formulation and equipment change to apply a non-functional film coating in a pan coater and curing the tablets in the pan coater instead of on oven trays.

11. After settling with AstraZeneca, Catalent and Handa entered into an Acquisition Agreement with Par, whereby Par acquired the rights to Handa's

ANDA Product. Under the agreement, Par assumed control and responsibility for manufacturing and commercializing the ANDA Product. After signing the agreement with Catalent and Handa, Par exercised the supply option contained in the settlement agreement and entered into a Supply Agreement with AstraZeneca.

12. After entering into the Supply Agreement, from Handa's view, it did not appear that Par made substantive efforts to further optimize the ANDA Product.

13. Handa and Catalent tested a possible product fix for the illegible logos as early as 2012. The fix involved adding a non-functional film coating and making a change to a pan coater. The feasibility trial testing indicated this change might be able to resolve some of the issues with logo legibility of the ANDA Product.

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

Dated: April ²⁴__, 2025

A handwritten signature in black ink, appearing to read 'Fang-yu' followed by a stylized surname, written over a horizontal line.

Fang-yu "Bill" Liu