

UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

In re EPIPEN (EPINEPHRINE INJECTION, USP) MARKETING, SALES PRACTICES AND ANTITRUST ACTION)	Civil Action No. 2:17-md-02785-DDC-TJJ (MDL No: 2785)
_____)	
)	
This Document Relates To:)	
)	
CONSUMER CLASS CASES.)	
_____)	

**CLASS PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL
OF SETTLEMENT WITH THE MYLAN DEFENDANTS**

Plaintiff Class Representatives, on behalf of themselves and the certified Class (together, “Class Plaintiffs”) and by and through their undersigned counsel, respectfully move the Court for an order:

(i) Preliminarily approving the terms of the proposed settlement between Class Plaintiffs and Defendants Mylan N.V., Mylan Specialty L.P., Mylan Pharmaceuticals Inc., and Heather Bresch (collectively, “Mylan”), and Viatris Inc. (collectively with Mylan, the “Mylan Defendants”), which provides \$264,000,000 in relief to the certified Class (the “Settlement”), as set forth in the Settlement Agreement submitted herewith;

(ii) Approving the form and content of the Notice of Proposed Settlement of Class Action (“Notice”), Summary Notice, and claim forms attached as Exhibits B-D of the Settlement Agreement;

(iii) Appointing A.B. Data, Ltd. (“Settlement Administrator”) to supervise and administer the notice procedure as well as the processing of claims;

(iv) Finding that the procedures for distribution of the Notice and Summary Notice in the manner and form set forth in the Preliminary Approval Order constitute the best practicable

notice under the circumstances and comply with the notice requirements of due process and Rule 23;

(v) Setting a Hearing on Final Approval of Settlement, Approval of Plan of Allocation, and Attorneys' Fees, Expenses, and Service Awards ("Final Fairness Hearing") and associated deadlines in anticipation of that hearing; and

(vi) Providing such other related relief as is set forth in the [Proposed] Order Preliminarily Approving Settlement Pursuant to Fed. R. Civ. P. 23(e)(1), including a stay of proceedings pending a final determination as to the approval of the Settlement.

The [Proposed] Order Preliminarily Approving Settlement Pursuant to Fed. R. Civ. P. 23(e)(1) is submitted herewith as Exhibit A to the Settlement Agreement and submitted to chambers in Word format pursuant to the Local Rules.

Respectfully submitted,

DATED: February 28, 2022

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CERTIFICATE OF SERVICE

I hereby certify that on February 28, 2022, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to parties and attorneys who are filing users.

/s/ Rex A. Sharp
Rex A. Sharp

UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

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**MEMORANDUM OF LAW IN SUPPORT OF CLASS PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT WITH THE MYLAN DEFENDANTS**

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I. INTRODUCTION

More than fifteen EpiPen-related lawsuits were filed in late 2016 and 2017 against Mylan;¹ these cases were then centralized or transferred into an MDL before this Court. After nearly five years of vigorous, often contentious litigation in this Action,² and shortly before trial was scheduled to commence on February 22, 2022, Class Plaintiffs³ and the Mylan Defendants (together, the “Settling Parties”) have reached a Settlement that resolves the Class Plaintiffs’ claims in the Action and Other Actions⁴ against the Mylan Defendants and creates an additional non-reversionary common fund of \$264 million for the certified Class. Combined with the prior \$345 million Pfizer Settlement, the Mylan Settlement brings the total recovery to \$609 million—an extraordinary

¹ “Mylan” refers collectively to Mylan N.V., Mylan Specialty L.P., Mylan Pharmaceuticals Inc., and Heather Bresch. “Mylan Defendants” refers collectively to Mylan and Viatris Inc.

² All capitalized terms not otherwise defined herein shall have the meaning given to them in the February 27, 2022, Stipulation of Class Action Settlement (“Settlement Agreement”), a copy of which is attached hereto as Exhibit 1. All emphasis is added, and citations are omitted, unless otherwise noted.

³ “Class Plaintiffs” or “Plaintiffs” refers collectively to the appointed representatives of the certified Class: Shannon Clements; Lesley Huston; Rosetta Serrano; Kenneth Evans; Elizabeth Williamson; Vishal Aggarwal; Teia Amell; Todd Beaulieu; Carly Bowerstock; Raymond Butcha III; Laura Chapin; Heather Destefano; Donna Anne Dvorak; Michael Gill; Suzanne Harwood; Elizabeth Huelsman; Landon Ipson; Anastasia Johnston; Mark Kovarik; Meredith Krimmel; Nikitia Marshall; Angie Nordstrum; Sonya North; Christopher Rippy; Lee Seltzer; Joy Shepard; Kenneth Steinhauser; April Sumner; Annette Sutorik; Stacey Svites; Linda Wagner; Jennifer Walton; Donna Wemple; Lorraine Wright; and Local 282 Welfare Trust Fund.

⁴ As defined in the Settlement Agreement, the “Other Actions” include additional actions pending before this Court, entitled *Ipson v. Viatris Inc.*, No. 2:21-cv-02556-DDC-TJJ (D. Kan.); *Gill v. Viatris Inc.*, No. 2:21-cv-02534-DDC-TJJ (D. Kan.); *Dvorak v. Viatris Inc.*, No. 2:21-cv-02561-DDC-TJJ (D. Kan.); and *Sumner v. Viatris Inc.*, No. 2:21-cv-02555-DDC-TJJ (D. Kan.). Although settlement of the Other Actions is not subject to court approval, the Settling Parties have agreed that Plaintiffs will dismiss the Other Actions with prejudice as a condition of the Settlement.

success for the Class. And, as the Court is aware, the work and persistence of Class Plaintiffs and their counsel achieved these results.

The Mylan Settlement is substantially similar to the court-approved Pfizer Settlement. In many respects, the arguments supporting preliminary approval here echo those in Plaintiffs' papers seeking approval of the Pfizer Settlement. The Mylan Settlement satisfies the standards for preliminary approval under Rule 23 for the same reasons as with the Pfizer Settlement.

The Mylan Settlement is the result of well-informed, arm's-length negotiations between highly-experienced counsel possessing a thorough understanding of the strengths and weaknesses of the claims at issue due to extensive investigation, significant discovery, numerous rulings from the Court, and expert analysis. Considering the value of the proposed Settlement, in light of the costs and risks of further litigation, trial, and appeal, the Settlement provides an immediate and equitable result for the certified Class. The Settlement is fair, reasonable, and adequate under Rule 23(e)(2) and Tenth Circuit precedent. Class Counsel's proposed form and method of providing notice of the Settlement to certified Class Members builds on the success of the notice program the Court approved in the Pfizer Settlement, with additional information clarifying that any Class Member who already submitted a claim pursuant to the Pfizer Settlement will automatically be eligible to receive a payment from the Mylan Settlement without the need to file an additional claim form. Here, too, the notice program satisfies the requirements of due process, as well as the conditions set forth in Rules 23(c) and (e). And just as in the Pfizer Settlement, because Class Counsel's initial class certification notice program surpassed the requirements of due process and Rule 23(c) in adequacy of class notice, sufficiency and clarity of exclusion language and opportunity, and overall reasonableness (ECF No. 2240), no additional exclusion opportunity is required by due process, nor warranted under Rule 23(e).

Accordingly, Plaintiffs respectfully request that the Court enter the Settling Parties' agreed-upon Preliminary Approval Order, submitted to chambers in Word format pursuant to the Local Rules and attached as Exhibit A to the Settlement Agreement (Exhibit 1 hereto). That Order will:

1. Preliminarily approve the terms of the Settlement as set forth in the Settlement Agreement;
2. Approve the form and content of the Notice of Proposed Settlement of Class Action ("Notice"), Proof of Claim Forms, and Summary Notice (also known as Short-Form Notice) attached as Exhibits B-D to the Settlement Agreement, as well as the appointment of A.B. Data Ltd. as Settlement Administrator;
3. Find that the procedures for distribution and publication of the Notice and Summary Notice in the manner and form set forth in the Declaration of Eric Schachter of A.B. Data, Ltd. in Support of Class Plaintiffs' Motion for Preliminary Approval of Settlement with the Mylan Defendants ("Schachter Decl."), attached as Exhibit 2 hereto, constitute the best practicable notice under the circumstances and comply with the notice requirements of due process and Rule 23;
4. Set a Hearing on Final Approval of Settlement, Plan of Allocation, Attorneys' Fees, Expenses, and Service Awards ("Final Fairness Hearing") and associated deadlines in anticipation of that hearing; and
5. Provide such other related relief as is necessary to carry out the Settlement, as set forth in the Preliminary Approval Order, including a stay of proceedings pending a final determination as to whether the Settlement should be approved.

II. SUMMARY OF THE ACTION

In 2016, various putative class action lawsuits were filed against both Mylan and Pfizer⁵ “involv[ing] allegations of anticompetitive conduct or unfair methods of competition” with respect to the EpiPen, an epinephrine auto-injector used in the emergency treatment of anaphylaxis. ECF No. 1 at 1. These cases were transferred and/or centralized by the Judicial Panel on Multidistrict Litigation into MDL No. 2785, *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation*, No. 17-md-2785, and transferred to the United States District Court in the District of Kansas before the Honorable Daniel D. Crabtree (referred to herein as the “Litigation”) on August 4, 2017. ECF No. 1.

On September 12, 2017, the Court appointed Co-Lead Counsel and approved Plaintiffs’ proposed organizational structure, including Liaison Counsel and a Steering Committee. ECF No. 40. The Court has since substituted a member of the Steering Committee (ECF No. 2111) and added an additional Co-Lead Counsel (ECF No. 2018).

On October 17, 2017, Plaintiffs filed a Consolidated Class Action Complaint (“Complaint”) stating claims for violations of the federal Racketeer Influenced and Corrupt Organizations (“RICO”) Act, certain federal and state antitrust laws, and other causes of action. Complaint (ECF No. 60) & Pretrial Order (ECF No. 2169). These claims arose from allegedly supracompetitive pricing of the EpiPen and related conduct. *See In re (Epinephrine Injection, USP) EpiPen Mktg., Sales Pracs. & Antitrust Litig.*, 336 F. Supp. 3d 1256, 1282 (D. Kan. 2018) (explaining that the Complaint alleged “a pricing scheme” that centered on EpiPen price increases).

⁵ Pfizer, Inc., Meridian Medical Technologies, Inc., and King Pharmaceuticals, Inc. (n/k/a King Pharmaceuticals LLC) (collectively, “Pfizer” or the “Pfizer Defendants” and together with Mylan, the “Defendants”).

Subsequently, Defendants filed Motions to Dismiss the Complaint, which the Court granted in part and denied in part on August 20, 2018. ECF No. 896. Defendants answered the Complaint, denying all remaining allegations. Plaintiffs then moved for class certification under Rule 23(b)(3). On February 27, 2020, the Court granted in part and denied in part Plaintiffs' motion for class certification and certified a nationwide RICO Class and a State Antitrust Class under Rule 23(b)(3). ECF No. 2018. The Court also appointed Warren T. Burns, Paul J. Geller, Elizabeth Pritzker, Lynn Lincoln Sarko, and Rex A. Sharp as Co-Lead Counsel for the certified Class. Defendants then filed a Rule 23(f) petition for review of that decision with the Tenth Circuit on March 12, 2020, and the Tenth Circuit denied Rule 23(f) review on May 26, 2020. ECF Nos. 2035, 2071. On October 13, 2020, the Court approved the appointment of A.B. Data, Ltd. to provide notice to the certified Class and approved the form and manner of that notice, which commenced on November 1, 2020, and ended on January 15, 2021.

During the pendency of the Action, Plaintiffs engaged in substantial discovery that involved the Defendants, Plaintiffs, and numerous third parties. This discovery resulted in the production of over 1.75 million documents (totaling over 11 million pages) and 158 depositions, including those of Defendants, Plaintiffs, third parties, and experts. Plaintiffs also engaged in substantial expert discovery, including consulting with and preparing expert witnesses, preparing class certification and merits expert reports, and vigorously defending many *Daubert* motions that challenged their experts at both the class certification and merits stages. From October 2019 to February 2020, the parties served over one dozen expert reports on the merits of their respective claims and defenses in the Action.

On July 15, 2020, Defendants moved for summary judgment and filed *Daubert* motions to strike Plaintiffs' experts in whole or in part. ECF Nos. 2133, 2134, 2135, 2136, 2141, 2148, 2151, 2156. On June 10, 2021, while Defendants' motions for summary judgment were pending, Plaintiffs

and the Pfizer Defendants agreed to settle the claims against Pfizer in the Action (the “Pfizer Settlement”). On November 17, 2021, the Court granted final approval of the Pfizer Settlement and entered a Final Judgment and Order of Dismissal with Prejudice Under Fed. R. Civ. P. 54(b) for the Pfizer Defendants Only (ECF No. 2507).

On June 23, 2021, the Court entered Memoranda and Orders resolving the motions for summary judgment and *Daubert* motions as to Mylan. The Court denied Mylan’s motion for summary judgment as to the Plaintiffs’ generic delay state antitrust claims, but granted Mylan’s motion for summary judgment as to Plaintiffs’ branded exclusion antitrust claims and RICO claims. The Court also granted in part and denied in part Mylan’s *Daubert* motions. ECF Nos. 2380, 2381. The summary judgment order dismissed the claims of plaintiffs Landon Ipson, Michael Gill, Donna Dvorak, and April Sumner, who then subsequently sued the Mylan Defendants in the Other Actions for violations of certain state antitrust laws and other federal and state laws, as delineated in their respective complaints, which were centralized into *In re EpiPen* MDL. See ECF Nos. 2504, 2505.

Trial in this Action was rescheduled multiple times due to COVID-19-related and other concerns. Most recently, trial was set to commence on February 22, 2022, based on the Pretrial Order dated July 17, 2020 (ECF No. 2169), later modified with a Trial Order entered on January 12, 2022 (ECF No. 2562).

As the trial date approached, Plaintiffs and the Mylan Defendants engaged in settlement negotiations. Plaintiffs subsequently agreed to settle all claims brought in or related to the Action and Other Actions against the Mylan Defendants under the terms memorialized in the Settlement Agreement.

III. TERMS OF THE SETTLEMENT

The Settlement Agreement, attached as Exhibit 1 hereto, provides that the Mylan Defendants will deposit \$5 million of the Settlement Amount into an Escrow Account within five

business days from the District Court's order granting preliminary approval. Settlement Agreement, ¶ 2.1. The remainder of the Settlement Amount will be deposited by the later of July 1, 2022 or five calendar days before the date of the Fairness Hearing. *Id.* The cost of settlement administration, including the costs of notice to the Class, taxes, and tax expenses, will be funded by the Settlement Fund (*id.*, ¶¶ 2.7, 2.8), which consists of the Settlement Amount, plus all interest and accretions thereto. *Id.*, ¶ 1.38. The Settlement Agreement also provides for a Settlement Administrator. *Id.*, ¶ 1.36. Class Counsel propose that the Court appoint A.B. Data, Ltd. to serve as the Settlement Administrator. The Court previously approved A.B. Data to provide notice to the Class following class certification and appointed it as the settlement administrator for the Pfizer Settlement. A.B. Data has fulfilled its responsibilities to date, has the requisite expertise, experience and capabilities, and is fully familiar with the facts of this case and the notice program that will be required here to comport with Rule 23 and due process. The proposed notice plan is discussed below and in the accompanying Schachter Declaration. *See* Exhibit 2.

In summary, Plaintiffs and A.B. Data propose a notice program that is substantially similar to the Court-approved notice programs used successfully to provide notice of pendency of the Action and the Pfizer Settlement to the certified Class. Consistent with the Court's previous findings (ECF Nos. 2240, 2401, 2506), the proposed notice program also satisfies the requirements of Rule 23 and due process. It includes: (i) individual notice by email or mail to all Class Members who can reasonably be located; (ii) publication notice in a national publication likely to be read by Class Members; (iii) digital media advertisements posted on websites likely to be viewed by Class Members; (iv) a press release to be widely disseminated; (v) a settlement website that will contain information about the Litigation and the Settlement, as well as all important Settlement documents; and (vi) a toll-free phone number and call center to field inquiries. The Settlement website will allow Class Members to file their claims electronically. *See* Schachter Declaration, *passim*.

The Notice (Settlement Agreement, Exhibit B) explains the terms of the Settlement, including that the Net Settlement Fund will be distributed to eligible Class Members who submit valid and timely Proofs of Claim and pursuant to the proposed Plan of Allocation. The Notice explains that any Class Member who already submitted a claim pursuant to the Pfizer Settlement will automatically be eligible to receive a payment from the Mylan Settlement without the need to file an additional claim form. The Notice also advises Class Members of: (i) Class Counsel's application for an award of attorneys' fees and expenses, as well as Plaintiffs' application for a service award in connection with their representation of the certified Class; (ii) the procedures for objecting to the Settlement, the Plan of Allocation, Class Counsel's request for attorneys' fees and expenses, and/or Plaintiffs' application for a service award; and (iii) the date and time for the Fairness Hearing. Notice (Settlement Agreement, Exhibit B) at 4, 5, 12-13, 15-16.

The Plan of Allocation, attached as Exhibit 3 hereto, and that is substantially similar to the Plan of Allocation the Court approved in the Pfizer Settlement, will create two pools of funds from the Net Settlement Fund, one for individual consumers and one for third-party payors. The allocation of funds as between the two pools is based on the work done by Plaintiffs' experts and tracks, as a percentage, the relative damages allegedly suffered by individual consumers and third-party payors as calculated in the Rebuttal Merits Expert Report of Professor Meredith Rosenthal (ECF No. 2216-2). Within each pool, funds will be distributed on a *pro rata* basis to all eligible Class Members who file a timely and valid Proof of Claim. Funds remaining in one pool will spill-over to the other pool in certain circumstances. Plaintiffs anticipate that all funds will be distributed to Class Members pursuant to the Plan of Allocation.⁶ There is no right of reversion under the

⁶ Class Counsel anticipate that, under the Plan of Allocation's distribution terms, there will be no remaining funds for *cy pres* distribution. If there is any remaining balance in the Net Settlement Fund after the initial distribution—*e.g.* due to uncashed checks—the Settlement

Settlement and under no circumstances will any portion of the Settlement Amount be returned to the Mylan Defendants once the Settlement becomes final.

Under the terms of the Settlement, the Mylan Defendants expressly disclaim and deny any wrongdoing or liability whatsoever. In exchange for the benefits provided under the Settlement Agreement, Class Members will release the Mylan Defendants as provided for in Paragraphs 1.28, 4.1 & 4.2 of the Settlement Agreement. The Settling Parties have also agreed that, in the event that the Court permits a second opportunity to opt out of the Class, the Parties will meet and confer to determine mutually-agreeable terms to govern the second opt out. Settlement Agreement ¶ 8.1; *see also id.* ¶ 2.10(c).

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. The Court Should Grant Preliminary Approval of the Proposed Settlement.

Settlement is strongly favored as a method for resolving disputes. *See Sears v. Atchison, Topeka & Santa Fe Ry., Co.*, 749 F.2d 1451, 1455 (10th Cir. 1984); *see also Trujillo v. State of Colo.*, 649 F.2d 823, 826 (10th Cir. 1981) (citing “important public policy concerns that support voluntary settlements”); *Amoco Prod. Co. v. Fed. Power Comm’n*, 465 F.2d 1350, 1354 (10th Cir. 1972). This is particularly true in large, complex class actions such as the current case. *See Big O Tires, Inc. v. Bigfoot 4x4, Inc.*, 167 F. Supp. 2d 1216, 1229 (D. Colo. 2001).

Under Rule 23(e), the trial court must approve a class action settlement. Fed. R. Civ. P. 23(e) (“The claims . . . of a certified class – or a class proposed to be certified for purposes of settlement – may be settled . . . only with the court’s approval.”). The procedure for review of a

Administrator will reallocate such balance among Class Members pursuant to the terms of the Plan of Allocation. Any funds remaining for *cy pres* distribution should therefore be *de minimis*, existing only if a Class Member does not cash their check or otherwise deposit or accept their distribution after submitting a claim, *and* after additional distributions to qualifying claimants.

proposed class action settlement is a well-established two-step process. *In re Motor Fuel Temperature Sales Pracs. Litig.*, 258 F.R.D. 671, 675 (D. Kan. 2009); see *Manual for Complex Litigation* (“*Manual*”), §13.14 (4th ed. 2004). First, the court conducts a preliminary approval analysis to determine if there is any reason not to notify the class or proceed with the proposed settlement. *Lucas v. Kmart Corp.*, 234 F.R.D. 688, 693 (D. Colo. 2006). Second, after the court preliminarily approves the settlement, the class is notified and provided an opportunity to be heard at a final fairness hearing where the court considers the merits of the settlement to determine if it should be finally approved. See *In re Motor Fuel*, 258 F.R.D. at 675; accord, 4 William B. Rubenstein, *Newberg on Class Actions* (“*Newberg*”), §13.10 (5th ed. 2021).

Through this Preliminary Approval Motion, Plaintiffs request the Court take the first step in this two-step process: granting preliminary approval. Preliminary approval should be granted if “the proposed settlement was ‘neither illegal nor collusive and is within the range of possible approval.’” *Newberg*, §13.10; *In re Syngenta AG MIR 162 Corn Litig.*, No. 14-md-2591-JWL, 2018 WL 1726345, at *2 (D. Kan. Apr. 10, 2018) (Lungstrum, J.) (same). Although “[t]he standards for preliminary approval are not as stringent as those applied for final approval,” courts frequently refer to the final approval factors to determine whether a proposed settlement should be *preliminarily* approved. *In re Motor Fuel*, 258 F.R.D. at 675-76, 680 (“While the Court will consider these factors in depth at the final approval hearing, they are a useful guide at the preliminary approval stage as well.”).

B. Standards for Preliminary Approval of a Proposed Settlement.

Under Rule 23(e)(1) of the Federal Rules of Civil Procedure the inquiry at preliminary approval is whether the Court “will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(2)(B). Rule 23(e)(2) provides that a class action settlement may be approved by the court “only after a

hearing and only on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). In deciding whether to approve a class action settlement, courts should consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

Also, in deciding whether a settlement is “fair, reasonable, and adequate,” courts in the Tenth Circuit traditionally consider whether:

- (1) the settlement was fairly and honestly negotiated, (2) serious legal and factual questions placed the litigation’s outcome in doubt, (3) the immediate recovery was more valuable than the mere possibility of a more favorable outcome after further litigation, and (4) the parties believed the settlement was fair and reasonable.

In re (Epinephrine Injection, USP) EpiPen Mktg., Sales Pracs. & Antitrust Litig., No. 17-MD-2785-DDC, 2021 WL 5369798, at *1 (D. Kan. Nov. 17, 2021); *Syngenta*, 2018 WL 1726345, at *2 (citing *Tennille v. W. Union Co.*, 785 F.3d 422, 434 (10th Cir. 2015)). Because the Tenth Circuit’s additional factors “largely overlap” with the Rule 23(e)(2) factors, “with only the fourth factor not being subsumed” into it, courts in this District now “consider[] the Rule 23(e)(2) factors as the main tool in evaluating the propriety of [a] settlement,” while still addressing the Tenth Circuit’s factors.

Chavez Rodriguez v. Hermes Landscaping, Inc., No. 17-2142-JWB-KGG, 2020 WL 3288059, at *2 (D. Kan. June 18, 2020).

As discussed below, the proposed Settlement for \$264 million in cash easily satisfies each of the Rule 23(e)(2) and Tenth Circuit factors. Accordingly, Plaintiffs request that the Court grant preliminary approval of the Settlement.

C. The Settlement Satisfies the Rule 23(e)(2) Factors.

1. Plaintiffs and Co-Lead Counsel Have Adequately Represented the Class.

The adequacy of representation requirement is met when the representative plaintiffs’ “interests do not conflict with those of the class members” and the representatives and their counsel “prosecute the action vigorously.” *In re Motor Fuel Temperature Sales Pracs. Litig.*, 271 F.R.D. 221, 231 (D. Kan. 2010) (citations omitted). As the Court found in its order granting final approval of the Pfizer Settlement, Class Plaintiffs share the same interests and types of alleged injuries as the absent Class Members. *In re EpiPen*, 2021 WL 5369798 at *2. Class Plaintiffs have participated in extensive discovery and adequately represented and protected the interests of the Class. *Id.*

Co-Lead Counsel also have adequately represented the certified Class as required by Rule 23(e)(2)(A). Prior to reaching the Settlement, Co-Lead Counsel conducted extensive investigation and research into the claims asserted, reviewed extensive data, and consulted with numerous experts. Co-Lead Counsel vigorously prosecuted the Action by, among other activities: (i) investigating the relevant factual events; (ii) drafting the detailed, 400-page Complaint; (iii) successfully in part opposing Defendants’ motions to dismiss; (iv) engaging in extensive document and written discovery, through both coordinated and non-coordinated phases, including reviewing over 11 million pages of documents produced by Defendants and third parties; (v) successfully in part moving for class certification supported by four expert reports; (vi) successfully

opposing Defendants’ petition to appeal the same pursuant to Rule 23(f); (vii) vigorously opposing summary judgment and *Daubert* motions, and achieving partial victories; (vii) preparing for a month-long trial; and (viii) at the same time, engaging in settlement negotiations with the Mylan Defendants’ counsel. As a result of these extensive efforts, spanning thousands of hours of work and several years, Co-Lead Counsel have achieved a significant all-cash Settlement of \$264 million with the Mylan Defendants, which will provide immediate relief to the certified Class.

Each of the Co-Lead Counsel (Elizabeth C. Pritzker of Pritzker Levine LLP, Paul J. Geller of Robbins Geller Rudman & Dowd LLP, Rex A. Sharp of Sharp Law LLP, Warren T. Burns of Burns Charest LLP, and Lynn Lincoln Sarko of Keller Rohrback L.L.P.) has significant experience prosecuting complex antitrust and RICO class actions. This Court, *see In re EpiPen*, 2021 WL 5369798 at *5, and courts around the country have recognized the expertise and ability of Co-Lead Counsel to litigate effectively complex class actions.⁷

⁷ *See, e.g., Harris v. Chevron U.S.A., Inc.*, No. 6:19-cv-00355-SPS, 2020 WL 8187464, at *4 (E.D. Okla. Feb. 27, 2020) (noting that Sharp Law LLP is among the “[f]ew law firms [who] are willing to litigate cases requiring review of tens of thousands of pages of detailed contracts and accounting records, advance payment of hundreds of thousands of dollars in consultants and expert witness fees, and investment of substantial time, effort, and other expenses throughout an unknown number of years to prosecute a case with high risk, both at the trial and appellate levels”); *In re SandRidge Energy, Inc. Sec. Litig.*, No. CIV-12-1341-G, 2019 WL 4752268, at *9 (W.D. Okla. Sept. 30, 2019) (“the attorneys of Robbins Geller are experienced class-action litigators and are sufficiently committed to this litigation”); *In re WorldCom, Inc. ERISA Litig.*, No. Civ. 02-4816 (DLC), 2004 WL 2338151 at *10 (S.D.N.Y. 2004) (regarding Lynn Sarko’s work as lead counsel, Judge Cote stated, “Lead Counsel has performed an important public service in this action and has done so efficiently and with integrity [Keller Rohrback] has also worked creatively and diligently to obtain a settlement from WorldCom in the context of complex and difficult legal questions”); The Hon. H. Russel Holland, D. Alaska, Presentation to Alaska Chapter of the Federal Bar Association, Nov. 12, 2015 (regarding Lynn Sarko’s administration of two court-supervised \$1.128 billion *Exxon* settlement funds, Judge Holland observed: “[T]he money . . . went into the Exxon Qualified Settlement Fund that was administered by Lynn Sarko and his law firm in Seattle. Those guys did a superb job. And it was a huge effort to notify all potential claimants, to get the claims documented, to evaluate the documentation, and then to apply the sharing concepts to the individual losses. . . . I can’t imagine that they could possibly have done a better job.”); *In re Nat’l Collegiate Athletic Ass’n Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 4:14-md-2541-CW, 2017

To support a finding of adequate representation, the parties must “[b]alanc[e] the entirety of the case with the ultimate resolution.” *Chavez Rodriguez v. Hermes Landscaping, Inc.*, 2020 WL 3288059, at *3 (D. Kan. June 18, 2020). Here, the collective tenacity and sophistication of Plaintiffs and Class Counsel were instrumental in achieving the substantial \$264 million Settlement, which will provide significant and immediate relief to the certified Class.

2. The Proposed Settlement Was Negotiated at Arm’s Length.

The second factor under Rule 23(e)(2)(B) overlaps with the first factor considered by courts in the Tenth Circuit and assesses whether “the settlement was fairly and honestly negotiated.” *Syngenta*, 2018 WL 1726345, at *2. A settlement is considered to be fairly and honestly negotiated when reached after arm’s-length negotiations by experienced counsel. *See In re Urethane Antitrust Litig.*, No. 04-1616-JWL, ECF No. 3274, at 2 (D. Kan. July 29, 2016) (settlement is “fairly and honestly negotiated” when it results from “negotiations which were undertaken in good faith by counsel with significant experience litigating antitrust class actions”); *Marcus v. Kansas Dep’t of Revenue*, 209 F. Supp. 2d 1179, 1182 (D. Kan. 2002) (finding this factor satisfied where the settlement was reached “by experienced counsel for the class”).

Here, the Settlement is the product of vigorous negotiations between the Settling Parties, advised by their sophisticated counsel, who possessed more than sufficient evidence and knowledge to allow them to make informed decisions about the strengths and weaknesses of their respective

WL 6040065, at *10 (N.D. Cal. Dec. 6, 2017), *aff’d*, 768 F. App’x 651 (9th Cir. 2019) (noting that Pritzker Levine, as one of three firms representing the certified student-athlete class, is “among the most well-respected class action litigation firms in the country, as this Court has witnessed in numerous cases. And the efficiency with which plaintiffs’ counsel achieved such exceptional results is laudable because it benefits the classes.”) (footnote omitted); *Kjessler v. Zaappaaz, Inc.*, No. 4:18-cv-430, 2018 WL 8755737, at *5–6 (S.D. Tex. Aug. 31, 2018) (appointing Burns Charest as sole interim lead class counsel based on the firm’s “significant experience” in class action litigation).

cases. Counsel participated in numerous meetings and phone calls where they exchanged their respective, opposing views regarding the merits of Plaintiffs' claims, issues for appeal, and the terms of the Settlement. The relevant legal and factual issues were fully developed and ready for trial. Additionally, Plaintiffs had previously worked with a mediator to settle similar claims with the Pfizer Defendants, which provided valuable insight into the value of the claims as well as the strengths and weaknesses of their case. As a result, the Settling Parties were well prepared for the serious negotiations that led to the Settlement and were well-informed of the respective parties' arguments. *See In re Motor Fuel*, 258 F.R.D. at 675-76. And the \$264 million settlement amount (\$609 million total when combined with the \$345 million Pfizer Settlement), by any measure, is an outstanding result. Antitrust class action settlements reached prior to trial typically settle for a fraction of the alleged damages. *See, e.g., In re Linerboard Antitrust Litig.*, No. CIV. 98-5055, 2004 WL 1221350, at *4 (E.D. Pa. June 2, 2004) (collecting cases in which courts have approved settlements of 5.35% to 28% of potential damages).

In sum, the parties' negotiations and the Settlement's terms demonstrate that the Settlement was fairly and honestly negotiated.

3. The Proposed Settlement Is Adequate in Light of the Costs, Risks, and Delay of Trial and Appeal.

In assessing the Settlement, the Court should also balance the benefits afforded to the certified Class, including the immediacy and certainty of a recovery, against the significant costs, risks, and delay of proceeding with the Action. *See* Rule 23(e)(2)(C)(i). This third factor is based on the premise that the Class "is better off receiving compensation now as opposed to being compensated, if at all, several years down the line, after the matter is certified, tried, and all appeals are exhausted." *See McNeely v. Nat'l Mobile Health Care, LLC*, No. CIV-07-933-M, 2008 WL 4816510, at *13 (W.D. Okla. Oct. 27, 2008). This consideration largely overlaps with the second

(“whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt”) and third factors (“whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation”) traditionally considered by courts in the Tenth Circuit. *Chavez Rodriguez*, 2020 WL 3288059, at *2-*3. Thus, courts consider these factors to be “subsumed under Rule 23’s requirement.” *Id.*

4. Serious Legal and Factual Questions Placed the Litigation’s Outcome in Doubt.

The presence of serious legal and factual questions concerning the outcome of the Litigation weighs heavily in favor of settlement, “because settlement creates a certainty of some recovery, and eliminates doubt, meaning the possibility of no recovery after long and expensive litigation.” *In re Qwest Commc’ns Int’l, Inc. Sec. Litig.*, 625 F. Supp. 2d 1133, 1138 (D. Colo. 2009). “Although it is not the role of the Court at this stage of the litigation to evaluate the merits, it is clear that the parties could reasonably conclude that there are serious questions of law and fact that exist such that they could significantly impact the case if it were litigated.” *Lucas*, 234 F.R.D. at 693-94. The presence of questions of law and fact “tips the balance in favor of settlement because settlement creates a certainty of some recovery, and eliminates doubt, meaning the possibility of no recovery after long and expensive litigation.” *McNeely, LLC*, 2008 WL 4816510, at *13; *see also Tennille*, 785 F.3d at 435 (affirming final approval of settlement where “serious disputed legal issues” rendered “the outcome of th[e] litigation . . . uncertain and further litigation would have been costly”).

The current proposed Settlement notwithstanding, there remain numerous factual and legal issues on which the Settling Parties still intensely disagree. The Mylan Defendants deny that they have engaged in any wrongdoing as alleged by Plaintiffs, deny any liability whatsoever for any of the claims alleged by Plaintiffs, and deny that Plaintiffs have suffered any injuries or damages.

Conversely, Plaintiffs have advanced numerous complex legal and factual issues under federal and state antitrust laws, federal RICO statutes, and other causes of action, with certain state antitrust claims proceeding to trial and the other claims preserved for appeal. The issues on which the Settling Parties disagree are many, but include: (1) whether any of the Mylan Defendants engaged in conduct that would give rise to any liability to Plaintiffs under the RICO statute or certain state antitrust laws; (2) whether the Mylan Defendants have valid defenses to any such claims of liability; (3) whether any conduct by the Mylan Defendants caused Plaintiffs any injuries; (4) the amount of damages, if any, that Plaintiffs suffered by reason of the Mylan Defendants' alleged wrongdoing, as well as the methodology for estimating any such damages; and (5) whether the Court properly certified the Class. Had the parties not settled this Action and the Other Actions, the Court and/or a jury would ultimately be required to decide these issues, placing the ultimate outcome in doubt. While Plaintiffs believe their claims would be borne out by the evidence presented at trial, they recognize that there are significant hurdles to proving liability and damages in trial and prevailing in any appeals.

5. Immediate Recovery Is More Valuable than the Mere Possibility of a More Favorable Outcome After Further Litigation.

Considering the risks associated with continued litigation, as discussed above, the immediate, substantial relief offered by the Settlement outweighs the “mere possibility of a more favorable outcome after protracted and expensive litigation over many years in the future.” *Syngenta*, 2018 WL 1726345, at *2; *In re Thornburg Mortg., Inc. Sec. Litig.*, 912 F. Supp. 2d 1178, 1244 (D.N.M. 2012) (“[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now”) (quoting *Reynolds v. Beneficial Nat’l Bank*, 288 F.3d 277, 284 (7th Cir. 2002)).

Further, this Action has already been pending for nearly five years in this Court, and the Settling Parties and the Court would expend significant additional time, resources, and costs to

proceed to trial, and the inevitable appeals likely extending years into the future. *Chavez Rodriguez*, 2020 WL 3288059, at *3 (observing that “the costs and time of moving forward in litigation would be substantial”); *Lucas*, 234 F.R.D. at 694 (“If this case were to be litigated, in all probability it would be many years before it was resolved.”). Considering the complex legal and factual issues associated with continued litigation, there is an undeniable and substantial risk that, after years of continued litigation, Plaintiffs could receive an amount significantly less than the Settlement Amount, or nothing at all, for their claims against Mylan.

“By contrast, the proposed settlement agreement provides the class with substantial, guaranteed relief” now. *Lucas*, 234 F.R.D. at 694; *see also McNeely*, 2008 WL 4816510, at *13 (“The class . . . is better off receiving compensation now as opposed to being compensated, if at all, several years down the line, after the matter is certified, tried, and all appeals are exhausted.”). “[The] immediate recovery in this case outweighs the time and costs inherent in complex securities litigation, especially when the prospect is some recovery versus no recovery.” *In re Crocs, Inc. Sec. Litig.*, 306 F.R.D. 672, 691 (D. Colo. 2014); *In re King Res. Co. Sec. Litig.*, 420 F. Supp. 610, 625 (D. Colo. Aug. 10, 1976) (“In this respect, ‘[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush.’”); *accord Tennille v. W. Union Co.*, No. 09-cv-00938-JLK-KMT, 2014 WL 5394624, at *4 (D. Colo. Oct. 15, 2014), *appeal dismissed*, 809 F.3d 555 (10th Cir. 2015). Thus, the \$264 million immediate recovery, particularly when viewed in the context of the risks, costs, delay, and the uncertainties of further proceedings, weighs in favor of preliminary approval of the Settlement.

6. The Proposed Method for Distributing Relief Is Effective.

As demonstrated below, the proposed notice program and claims administration process are effective and were previously approved by the Court for the Pfizer Settlement. The settlement notice plan involves individual notice by email or First-Class Mail to all Class Members who can be

identified with reasonable effort, supplemented by various forms of internet and publication notice, targeted to reach likely EpiPen purchasers. *See* Schachter Declaration, ¶¶ 7-18 & Exhibit B thereto (Notice Plan). In addition, a case-designated website has been created where settlement-related and other key documents will be posted, including the Settlement Agreement, Notices, Proofs of Claim (Claim Forms), and Preliminary Approval Order. *Id.* ¶¶ 7, 19. The Settlement website will allow for Proof of Claim forms to be filed electronically. The claims process will be streamlined even further because Class Members who already submitted claims pursuant to the Pfizer Settlement will automatically be eligible to receive payments from the Mylan Settlement without the need to file an additional claim form.

Plaintiffs propose a fair and orderly claims administration process in which Class Members who wish to participate in the Settlement will complete and submit Proofs of Claim in accordance with the instructions contained therein. *See id.* ¶¶ 20-21; Plan of Allocation (Exhibit 3). The Settlement Administrator will distribute the Net Settlement Fund to Authorized Claimants on a *pro rata* basis under a Court-approved Plan of Allocation. *See* Plan of Allocation (Exhibit 3). The Plan of Allocation proposed here was prepared with information provided by Plaintiffs' experts and in consultation with A.B. Data.

7. Attorneys' Fees and Expenses.

Rule 23(e)(2)(C)(iii) addresses "the terms of any proposed award of attorney's fees, including timing of payment." Fed. R. Civ. P. 23(e)(2)(C)(iii). The Notice provides that Class Counsel will apply to the Court for an award of attorneys' fees in an amount up to one-third of the Settlement Amount, plus payment of Plaintiffs' counsel's expenses incurred in connection with this Litigation, plus interest earned on these amounts at the same rate as earned by the Settlement Fund.

Class Counsel's anticipated fee request is the same percentage as the fee the Court approved in the Pfizer Settlement and well within the range that other courts in this District have approved in

complex class actions. *See In re EpiPen*, 2021 WL 5369798, at *4; ECF No. 2435-6, Table 1 (listing nine fee awards of one third or greater within the District of Kansas for class recoveries ranging from \$16.9 million to \$1.51 billion).

With respect to the timing of payment, the Settlement Agreement provides that any Plaintiffs' attorneys' fees and expenses, as awarded by the Court, shall be paid to Class Counsel within ten (10) days of the Court executing the Judgment and an order awarding such fees and expenses, subject to Class Counsel's several obligations to make appropriate refunds or repayments to the Settlement Fund plus interest thereon if, and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or expense award is lowered or the Settlement is disapproved by a final order not subject to final review. Settlement Agreement, ¶¶ 6.1-6.3; *see Syngenta*, 2021 WL 102819, at *4 (D. Kan. Jan. 12, 2021) (approving immediate payment of plaintiff counsel attorneys' fees and costs) (citing *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Practices and Prods. Liab. Litig.*, 952 F.3d 471, 487 (4th Cir. 2020)) (finding immediate payment provisions have generally been approved by federal courts); *see also In re NASDAQ Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 479-80 (S.D.N.Y. 1998); *Pelzer v. Vassalle*, 655 F. App'x 352, 365 (6th Cir. 2016) ("The quick-pay provision does not harm the class members in any discernible way, as the size of the settlement fund available to the class will be the same regardless of when the attorneys get paid."); *In re Whirlpool Corp. Front-loading Washer Prods. Liab. Litig.*, No. 1:08-WP-6500, 2016 WL 5338012, at *21 (N.D. Ohio Sept. 23, 2016) ("[q]uick-pay clauses substantially reduce the leverage a professional objector can wield"); Bolch Jud. Inst., Guidelines and Best Practices: Implementing 2018 Amendments to Rule

23 Class Action Settlement Provisions 21 (2018), (suggesting that the parties’ efforts to discourage bad-faith objectors “include a ‘quick-pay clause’”).⁸

8. The Settling Parties Have No Additional Agreement.

Rule 23(e)(2)(C)(iv) requires the disclosure of any other agreements. The Settling Parties have no additional agreements.

9. Class Members Are Treated Equitably.

The final factor, Rule 23(e)(2)(D), looks at whether certified Class Members are treated equitably. The proposed Plan of Allocation (Exhibit 3) is substantively the same as the one approved by the Court in the Pfizer Settlement. As the Court found, this Plan of Allocation treats Class Members equitably. *In re EpiPen*, 2021 WL 5369798, at *10-11. The Net Settlement Fund will be allocated based on estimated damages as alleged and calculated in the Rebuttal Merits Expert Report of Professor Meredith Rosenthal (ECF No. 2216-2) and then distributed on a *pro rata* basis to Class Members based on total amounts paid for EpiPens during the Class Period. Two separate pools are established for TPPs and individual consumers because of their differing claim rates. The Plan of Allocation provides for a spill-over from one pool to the other if one pool exhausts but the other does not. Therefore, all Class Members are treated alike in receiving their *pro rata* share of the Settlement.

D. The Settlement Satisfies the Remaining Factor Considered by Courts in the Tenth Circuit.

The final, additional factor courts in the Tenth Circuit consider is “the judgment of the parties that the settlement is fair and reasonable.” *Chavez Rodriguez*, 2020 WL 3288059, at *2. In analyzing this factor, courts recognize that “the recommendation of a settlement by experienced plaintiff[s]’ counsel is entitled to great weight.” *O’Dowd v. Anthem, Inc.*, No. 14-cv-02787-KLM-

⁸ Available at: <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=1003&context=bolch>.

NYW, 2019 WL 4279123, at *14 (D. Colo. Sept. 9, 2019); *Hapka v. CareCentrix, Inc.*, No. 2:16-cv-02372-KGG, 2018 WL 1871449, at *5 (D. Kan. Feb. 15, 2018); *Marcus v. Kansas Dep't of Revenue*, 209 F. Supp. 2d 1179, 1183 (D. Kan. 2002) (“Counsels’ judgment as to the fairness of the agreement is entitled to considerable weight.”); *see also Crocs*, 306 F.R.D. at 690 (finding that, even without formal discovery, the parties were able to give adequate consideration to the strengths and weaknesses of their respective claims).

Class Counsel—all senior attorneys at law firms with considerable experience in complex antitrust and civil RICO class actions—only agreed to settle this Litigation after extensive investigation, written discovery, motion practice, deposition testimony, data analyses, substantial trial preparation, and rigorous arm’s-length negotiations. Additionally, as noted above, Plaintiffs and their Counsel have compared the recovery the certified Class will receive from the Settlement against the risks, delays, and uncertainties of continued litigation and appeals. Plaintiffs and their Counsel believe the Settlement is fair, adequate, and reasonable and should be approved. The Mylan Defendants likewise believe the Settlement should be approved. Because the above factors weigh in favor of the Settlement, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement.

V. THE PROPOSED FORM AND METHOD OF PROVIDING NOTICE TO THE CLASS ARE APPROPRIATE

A. The Court Should Preliminarily Approve the Proposed Notice of Settlement.

Rule 23(c)(2)(B) requires that notice in a Rule 23(b)(3) class action constitute “the best notice . . . practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). In terms of content, a settlement notice need only be “reasonably calculated, under all of the circumstances, to apprise [the] interested parties of the pendency of the [settlement proposed] and [to] afford them an

opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950); *see also, Fager*, 854 F.3d 1167, 1170 (10th Cir. 2016) (same); *Tennille*, 785 F.3d at 436 (same). “The hallmark of the notice inquiry . . . is reasonableness.” *Lucas*, 234 F.R.D. at 696.

Plaintiffs have submitted to the Court for approval the Notice and Summary Notice that will be provided to the certified Class and are substantially similar to those the Court approved in the Pfizer Settlement. In accordance with Rule 23(c)(2)(B), the proposed Notice will fully inform Class Members about the Action, the proposed Settlement, and the facts they need to make informed decisions about their rights and options in connection with the Settlement. Specifically, the Notice clearly describes: (i) the nature of the (proposed) Settlement and the (proposed) Plan of Allocation; (ii) the nature and extent of the release of claims; (iii) Class Counsel’s intent to request attorneys’ fees and expenses; (iv) the method for submitting a Proof of Claim; (v) the procedure and timing for objecting to the Settlement; (vi) the date, time, and place of the Final Fairness Hearing; and (vii) ways to receive additional information about this Litigation and the proposed Settlement. The Notices also provide Class Members with a toll-free telephone number, email address, and a Settlement website where Class Members may obtain additional information. Thus, the Notices are reasonably calculated to apprise the interested parties of the pendency of the Settlement and afford them a fair opportunity to object. As such, the form and manner of the proposed Notice meets the requirements of both Rule 23 and due process. As in the Pfizer Settlement, the Court should approve the Notices and the manner through which they will be delivered and communicated to the certified Class.

B. An Additional Settlement Opt-Out Is Neither Required By Due Process Nor Warranted Under Rule 23(e).

The initial class notice in this Litigation met and surpassed the constitutional standards for due process and all the requirements of Rule 23, and there has been no change in information

available to the certified Class since the first notice that warrants an additional, discretionary opt-out at settlement. *See* ECF No. 2240 (order approving notice). From start to finish of the class certification notice process, Class Counsel and A.B. Data administered a comprehensive notice program that included: acquiring expert input, using best practices recommended by the Federal Judicial Center, and, at every stage, coordinating the notice program with the United States District Court for the District of Kansas.

As required by due process and Rule 23(c)(2)(B), the initial class notice was “the best practicable [notice], ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Class Counsel made every reasonable effort to identify and deliver direct, individual notice to all Class Members. *See* Fed. R. Civ. P. 23(c)(2)(B). And to the greatest extent practicable under the circumstances, Class Counsel apprised all interested parties who could be contacted with reasonable effort of the impending Litigation, their rights to participate in or be excluded from the Action, and the legal effect(s) of either choice.

Not only did the exclusion language within the notice sufficiently inform Class Members of their right to be excluded from the Class (and the method and deadline for doing so in clear, concise, conspicuous, and plainly written language, so as to be easily understood by the average class member) – it did so repeatedly throughout the notice. *See Low v. Trump Univ., LLC*, 881 F.3d 1111, 1120 (9th Cir. 2018) (reviewing the sufficiency of previous class notice to satisfy due process related to class settlement); *see also Mullane*, 339 U.S. at 315 (holding that the measure for sufficiency of notice is reasonableness). The explicit exclusion language clearly informed Class Members of the legal consequences of either remaining in or opting out of the Action and expressly stated the possible outcomes of the Action included trial or settlement. *See* ECF No. 2209 (at 2209-

2 (Short Form Notice) & 2209-3 (Notice)) & ECF No. 2240 (order approving notices). Class Members were given reasonable opportunity to opt-out within seventy-five days of issuance of the notice, from November 1, 2020, until January 15, 2021. *Manual*, §21.321 (“Courts usually establish a period of thirty to sixty days (or longer if appropriate) following mailing or publication of the notice for class members to opt out.”). Therefore, as part of the Settlement Agreement, the Settling Parties have expressly agreed not to provide a second opt-out opportunity.

Allowing an unnecessary second opt-out opportunity could disrupt the Settlement Agreement the parties have carefully negotiated, putting at risk the \$264 million recovery for the Class. Courts consistently find that fair settlements do not require a second opt-out provision. *See Officers for Just. v. Civ. Serv. Comm’n of City & Cnty. of S.F.*, 688 F.2d 615, 634-35 (9th Cir. 1982); *Low*, 881 F.3d at 1121-22; *Low v. Trump Univ., LLC*, 246 F. Supp. 3d 1295, 1306 (S.D. Cal. 2017) (concluding that the initial notice and exclusion opportunity “undoubtedly” met the due process requirements); *Lowery v. City of Albuquerque*, No. CIV 09-0457 JB/WDS, 2013 WL 1010384, at *32 (D.N.M. February 27, 2013) (noting “the rule defers to the district court’s discretion and does not proscribe that a fair settlement must allow class members the opportunity to opt out”) (citing *Moulton v. U.S. Steel Corp.*, 581 F.3d 344, 354 (6th Cir. 2009)). “Requiring a second opt-out period as a blanket rule would disrupt settlement proceedings because no certification would be final until after the final settlement terms had been reached.” *Denney v. Deutsche Bank AG*, 443 F.3d 253, 271 (2d Cir. 2006); *see also, e.g., Low*, 881 F.3d at 1121 (“[There is] no authority of any kind suggesting that due process requires that members of a Rule 23(b)(3) class be given a second chance to opt out. . . . [Plaintiff’s] rights are protected by the mechanism provided in the rule: approval by the district court after notice to the class and a fairness hearing at which dissenters can voice their objections, and the availability of review on appeal.”).

Additionally, there are no factors warranting a discretionary opt-out at settlement under Rule 23(e)(4). The initial notice expressly conveyed to Class Members that possible outcomes of the Litigation included trial or settlement. The only relevant change in information available to Class Members since prior notice is that Plaintiffs and the Mylan Defendants have now agreed to a \$264 million settlement, which, as noted, provides immediate and valuable relief to the Class. “Courts have rejected the suggestion that a second opt-out should be granted as a matter of course, even if the terms of the settlement change after the expiration of the initial opt-out period.” 2 *McLaughlin on Class Actions* §6:21 (17th ed. 2020); *accord Lowery*, 2013 WL 1010384, at *42 (concluding that the change in circumstances of a more “significant recovery” at settlement than previously anticipated by the class weighed against providing an additional opt-out opportunity).

In rejecting the provision of a second opt-out period, multiple federal courts have noted that the Rule 23(c)(2) procedures for class certification provide absentee class members in a 23(b)(3) action with a choice: exclude themselves from the case or remain a party and be bound by the final judgment. This procedure “requires each absentee member to take affirmative action at the outset of the suit if he or she wishes to be excluded from the class.” *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1104 (5th Cir. 1977); *accord In re MetLife Demutualization Litig.*, 689 F. Supp. 2d 297, 325, 345-46 (E.D.N.Y. 2010) (concluding that “[i]f any class members wished to control the prosecution or settlement of their own claims, they could have opted out or sought to intervene after notice of pendency was given”) (citing *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 114-115 (2d Cir. 2005)). These courts almost uniformly note the high cost to the settlement process at little benefit to objectors because the class members have had previous opportunities to opt-out. This was the court’s reasoning in *In re MetLife Demutualization Litig.* when it declined to offer a second exclusion opportunity at settlement:

Where, as here, a class action has been certified and class members have had a previous opportunity to request exclusion by opting out of the class, the court may afford individual class members a new opportunity to request exclusion, but it is not required to do so. In the present cases there shall not be provided a second opportunity for exclusion. The administration of any new exclusion procedures would be expensive. The number of policyholders who would opt out now, after failing to exclude themselves previously, is likely to be minimal to the vanishing point.

689 F. Supp. 2d at 325; *accord In re Washington Mutual, Inc.*, No. 2:08-md-1919 MJP, 2015 WL 12803633, at *1 (W.D. Wash. June 22, 2015) (concluding that a second opt-out opportunity need not be provided “in light of the extensive notice program undertaken in connection with the earlier settlements, the ample opportunity provided to Class Members to request exclusion from the Class at that time, and the fact that there would be no potential benefit to any Class Member who opts out”). As the Second Circuit noted, the costs are potentially high for allowing objectors to demand additional opt-out periods after settlement agreements whenever there is a change of information from the last notice and opportunity for exclusion: “Requiring a second opt-out period as a blanket rule [on any changed information] would disrupt settlement proceedings because no certification would be final until after the final settlement terms had been reached.” *Denney*, 443 F.3d at 271.

Where, as here and in the Pfizer Settlement, the prior class notice was adequate, the explicit exclusion language therein was sufficient and reasonable, and the costs of providing an additional opt-out outweigh any potential benefits, courts have overwhelmingly approved settlement agreements that do not provide for an additional opt-out opportunity.⁹ Plaintiffs and the Mylan

⁹ See, e.g., *Low*, 881 F.3d at 1120-22 (weighing the benefit and fairness of the settlement as a whole and determining district court acted well within its discretion by approving the settlement without a second opt-out period); *Denney*, 443 F.3d at 271 (“Neither due process nor Rule 23(e)[(4)] requires... a second opt-out period whenever the final terms [of a settlement] change after the initial opt-out period.”); *Wal-Mart*, 396 F.3d at 114 (holding that a single opt-out at certification of a settlement class was sufficient to protect a party’s interest in the proceedings and right to be excluded); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1289-90 (9th Cir. 1992) (holding that because class members were given an opportunity to opt out, notice of the proposed settlement, and

Defendants respectfully submit that no additional opt-out opportunity should be provided during notice to the Class for settlement purposes.

C. Appointment of A.B. Data to Serve as the Settlement Administrator Is Proper.

As with the Pfizer Settlement, Plaintiffs request that the Court appoint A.B. Data to serve as the Settlement Administrator with respect to the Settlement, which includes providing notice of the Settlement and administering the claims process and distribution of the Net Settlement Fund. A.B. Data is a highly experienced and well-qualified notice administrator (*see* Schachter Declaration at Exhibit A), and was appointed by the Court and successfully administered the class certification-stage notice, the Pfizer Settlement notice, and is currently administering the Pfizer Settlement. Class Counsel have worked favorably with A.B. Data and are confident in the firm's ability to continue the successful administration of notice and this Settlement, as well as the Pfizer Settlement.

the opportunity to object, no additional opt-out would be provided); *Officers for Just.*, 688 F.2d at 635 (finding “no authority of any kind suggesting that due process requires members of a Rule 23(b)(3) be given a second chance to opt out”); *Davis v. Abercrombie*, No. 11-00144 LEK-BMK, 2017 WL 2234175, at *9 (D. Haw. May 22, 2017) (rejecting plaintiff’s argument that a second opt-out period is necessary to protect class members’ due process rights or warranted under its discretionary powers); *Low*, 246 F. Supp. 3d at 1306 (concluding that the initial notice and exclusion opportunity “undoubtedly” met the due process requirements); *Lowery*, 2013 WL 1010384, at *42 (concluding that the parties arriving at more favorable terms in the final settlement than previously known or anticipated by class members *weighed against* the need for a late opt-out); *Denney v. Jenkins & Gilchrist*, 230 F.R.D. 317, 344 (S.D.N.Y. 2005) *aff’d in part, vacated in part on other grounds, remanded to Denney*, 443 F.3d 253 (finding no further opt out opportunity was required when prior notice was “more than adequate, both procedurally and with respect to its content”). District courts have very rarely refused to approve a settlement agreement for lack of a second opt-out provision. Indeed, our research has only identified two such cases in the same federal district: the District of Maine. That court did so twice and for similar reasons of fairness, due process, and the efficient administration of justice within the context of conditions affecting class members at settlement that were significantly different than those anticipated at the initial opt-out opportunity. *See Dare v. Knox Cnty.*, 457 F. Supp. 2d 52 (D. Me. 2006); *see also Tardiff v. Knox Cnty.*, 567 F. Supp. 2d 201, 204, 206, 209-10 (D. Me. 2008) (applying the *Dare* Court’s interpretation of liberal judicial discretion under Rule 23(e)(4)).

D. Appointment of Huntington Bank as Escrow Agent Is Proper.

Plaintiffs request the Court appoint Huntington Bank (“Huntington”) as Escrow Agent. Huntington is a well-known and highly-respected global bank providing consumers, corporations, governments and institutions with a broad range of financial services. Class Counsel in this case have worked favorably with Huntington for the Pfizer Settlement and in the past. Based on Huntington’s experience and familiarity with performing the services of an escrow agent, Class Counsel are confident Huntington will properly perform the duties of Escrow Agent as ordered by the Court.

E. Proposed Schedule of Settlement Events

If the Court grants preliminary approval of the proposed Settlement, the Settling Parties respectfully submit the following proposed procedural schedule:

DATE	EVENT
March 10, 2022	Mylan provides Class Action Fairness Act Notice
March 11, 2022 at 9:30 am	Hearing on Preliminary Approval of Settlement
Five business days after entry of Preliminary Approval Order	Settlement Notice Program Begins
May 20, 2022	Plaintiffs file Motion for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
June 8, 2022	Deadline to file Comments/Objections
June 27, 2022	Plaintiffs file Response to Objections for Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards
July 6, 2022 at 9:30 am	Hearing on Final Approval of Settlement, Attorneys’ Fees, Expenses, and Service Awards

VI. THE COURT SHOULD STAY PROCEEDINGS IN THE ACTION

The Settling Parties further request that the Court stay all proceedings in the Action and Other Actions pending a final determination as to whether the Settlement should be approved, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Courts routinely stay proceedings pending final approval of settlement agreements in circumstances such as these. *See, e.g.,* Memorandum and Order at 19 (Lungstrum, J.), *Syngenta,*

No. 14-md-2591-JWL (D. Kan. April 10, 2018), ECF No. 3531; Order Preliminarily Approving Settlement at 6 (Lungstrum, J.), *In re Urethane Antitrust Litig.*, No. 04-md-1616-JWL (D. Kan. June 13, 2006), ECF No. 380; *Marcus v. Kansas Dep't of Revenue*, 206 F.R.D. 509, 514 (D. Kan. 2002) (“All further litigation of this proceeding is hereby stayed pending final determination of the acceptance of the settlement agreement at the fairness hearing.”); *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061, 2019 U.S. Dist. LEXIS 162876, at *19 (N.D. Ill. Sep. 24, 2019) (“Pending final determination of whether the Settlement should be approved, all discovery and all proceedings in the Litigation unrelated to the approval of the Settlement are stayed.”); *In re Sony PS3 “Other OS” Litig.*, No. 10-cv-01811-YGR, 2017 WL 5598726, at *6 (N.D. Cal. Nov. 21, 2017) (same).

VII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request the Court grant Plaintiffs’ motion for preliminary approval and enter the agreed proposed Preliminary Approval Order, attached as Exhibit A to the Settlement Agreement and submitted in Word format herewith.

Respectfully submitted,

DATED: February 28, 2022

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Co-Lead Counsel and Liaison Counsel for Class Plaintiffs

Exhibit 1

UNITED STATES DISTRICT COURT

DISTRICT OF KANSAS

In re EPIPEN (EPINEPHRINE INJECTION, USP) MARKETING, SALES PRACTICES AND ANTITRUST LITIGATION)	Civil Action No. 2:17-md-02785-DDC-TJJ (MDL No. 2785)
_____)	STIPULATION OF CLASS ACTION SETTLEMENT
This Document Relates To:)	
)	
CONSUMER CLASS CASES.)	
_____)	

This Stipulation of Class Action Settlement, including all exhibits attached hereto (collectively, the “Settlement Agreement”) is entered into as of February 27, 2022, by and between the Plaintiff Class Representatives (or “Plaintiffs,” as defined below in ¶ 1.26), on behalf of themselves and as representatives of the Class (as defined below in ¶ 1.7), and Defendants Mylan N.V., Mylan Specialty L.P., Mylan Pharmaceuticals Inc., and Heather Bresch (collectively, “Mylan”), and Viatrix Inc., (collectively with Mylan, the “Mylan Defendants”). Together the Plaintiff Class Representatives, the Class, and the Mylan Defendants are referred to for purposes of this Settlement Agreement as the “Settling Parties.”

I. THE LITIGATION

In 2016, numerous putative class action lawsuits were filed against both Mylan and the Pfizer Defendants¹ “involv[ing] allegations of anticompetitive conduct or unfair methods of competition” with respect to EpiPen Auto-Injector,² a spring-loaded injector that delivers a pre-measured and pre-loaded amount of epinephrine for the emergency treatment of anaphylaxis. ECF No. 1. These cases were transferred and/or centralized by the Judicial Panel on Multidistrict Litigation into MDL 2785, *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices, and Antitrust Litigation*, No. 17-md-2785, in the District of Kansas before the Honorable Daniel D. Crabtree (referred to herein as “*In re EpiPen MDL*” or the “Action”) on August 4, 2017. ECF No. 1. *In re EpiPen MDL* includes an end payor Class of consumer plaintiffs and third-party payors.

On September 12, 2017, the Court appointed Co-Lead Counsel for Plaintiffs, and approved an organizational structure, including Liaison Counsel and a Steering Committee. ECF No. 40.

¹ Pfizer Inc., Meridian Medical Technologies, Inc., and King Pharmaceuticals, Inc. (n/k/a King Pharmaceuticals LLC) (collectively, the “Pfizer Defendants” and with Mylan, “Defendants”).

² As used herein, “EpiPen” refers collectively to the EpiPen® Auto-Injector, EpiPen Jr® Auto-Injector, and the authorized generic versions of those products.

Since that time, the Court has substituted a member of the Steering Committee (ECF No. 2111) and added an additional Co-Lead Counsel (ECF No. 2018).

On October 17, 2017, Plaintiffs filed a Consolidated Class Action Complaint (“Complaint”) (ECF No. 60) raising claims for violations of the federal Racketeer Influenced and Corrupt Organizations (“RICO”) Act, certain state and federal antitrust laws, and other causes of action as further identified and delineated in the Complaint and Pretrial Order (ECF No. 2169). All of these claims arose out of the alleged supracompetitive pricing of EpiPen products through alleged anticompetitive or other allegedly unlawful means. *See In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Practices & Antitrust Litig.*, 336 F. Supp. 3d 1256, 1282 (D. Kan. 2018).

Defendants filed Motions to Dismiss the Consolidated Class Action Complaint, which the parties briefed, and which the Court granted in part and denied in part on August 20, 2018. Plaintiffs then moved for class certification under Federal Rule of Civil Procedure 23(b)(3). On February 27, 2020, the Court granted in part and denied in part Plaintiffs’ motion for class certification and certified a nationwide RICO Class and a State Antitrust Class under Fed. R. Civ. P. 23(b)(3). The Court also appointed Warren T. Burns, Paul J. Geller, Lynn Lincoln Sarko, Elizabeth C. Pritzker, and Rex A. Sharp as Co-Lead Counsel for the certified Class. Defendants then filed a Rule 23(f) petition for review of that decision with the Tenth Circuit on March 12, 2020, which was denied on May 26, 2020.

Defendants moved for summary judgment on July 15, 2020, along with filing *Daubert* motions to strike Plaintiffs’ experts in whole or in part. ECF Nos. 2133, 2134, 2135, 2136, 2148, 2141, 2151, 2156. On June 23, 2021, the Court entered a Memorandum and Order resolving the pending motions for summary judgment and *Daubert* motions, denying Mylan’s motion for

summary judgment as to Plaintiffs’ generic delay state antitrust claims, but granting Mylan’s motion for summary judgment as to Plaintiffs’ remaining claims, and granting in part and denying in part Mylan’s *Daubert* motions. ECF Nos. 2380, 2381. The summary judgment order dismissed the claims of plaintiffs Landon Ipson, Michael Gill, Donna Dvorak, and April Sumner, who then subsequently sued the Mylan Defendants for violations of certain state antitrust laws and other federal and state laws, as further delineated in their respective complaints, which were centralized into *In re EpiPen* MDL, *see Ipson v. Viatris Inc.*, No. 2:21-cv-02556-DDC-TJJ (D. Kan.); *Gill v. Viatris Inc.*, No. 2:21-cv-02534-DDC-TJJ (D. Kan.); *Dvorak v. Viatris Inc.*, No. 2:21-cv-02561-DDC-TJJ (D. Kan.); *Sumner v. Viatris Inc.*, No. 2:21-cv-02555-DDC-TJJ (D. Kan.) (collectively, “Other Actions”); *see also* ECF Nos. 2504, 2505.

On November 17, 2021, the Court granted final approval to Plaintiff Class Representatives’ settlement of the Action with the Pfizer Defendants, and entered a Final Judgment and Order of Dismissal with Prejudice Under Fed. R. Civ. P. 54(b) for the Pfizer Defendants only (ECF No. 2507).

Trial was set to commence in the Action against Mylan on February 22, 2022, based on the Pretrial Order dated July 17, 2020 (ECF No. 2169), later modified with a Trial Order entered on January 12, 2022 (ECF No. 2562).

The Plaintiffs subsequently agreed to settle the Action and Other Actions with the Mylan Defendants on the terms memorialized herein.

II. THE MYLAN DEFENDANTS DENY WRONGDOING AND LIABILITY

The Mylan Defendants expressly disclaim and deny any wrongdoing or liability whatsoever. The Mylan Defendants contend that the claims and allegations of wrongdoing or liability on their part, individually and collectively, by the Plaintiffs and the Class in the Action and Other Actions are without merit. The Mylan Defendants are settling the Action and Other

Actions solely to avoid the burden and expense of further litigation. It is expressly agreed that neither this Settlement Agreement, nor any document referred to herein, nor any action taken to carry out this Settlement Agreement, is, may be construed as, or may be used as an admission by the Mylan Defendants of any fault, wrongdoing or liability whatsoever with respect to the subject matter of the Action and Other Actions.

III. PLAINTIFFS' CLAIMS AND THE BENEFITS OF THE SETTLEMENT

The Settling Parties believe that further prosecution and defense of the Action and Other Actions would be protracted and expensive and, having taken into account the uncertainty and risks inherent in any such litigation, have determined that it is desirable to compromise and settle all claims against the Mylan Defendants in the Action and Other Actions with respect to the Class described in this Settlement Agreement and to proceed to seek approval, implementation of, and administration of this Settlement in the District of Kansas.

The Plaintiff Class Representatives, on behalf of themselves and as representatives of the Class, and the Mylan Defendants have agreed to the terms of this Settlement Agreement rather than continue litigating their respective positions to conclusion.

IV. TERMS OF AGREEMENT

NOW, THEREFORE, the Plaintiff Class Representatives, on behalf of themselves and as representatives of the Class, the Class, and the Mylan Defendants, in consideration of the execution of this Settlement Agreement, the mutual promises contained herein, the benefits to be received hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Settling Parties to this Settlement Agreement, hereby agree as follows:

1. Definitions

The following terms and phrases shall have the following meanings under the provisions of this Settlement Agreement, whether used in the singular or plural, and whether in the possessive

or non-possessive:

1.1 “Action” means *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation*, Civil Action No. 2:17-md-02785-DDC-TJJ (MDL No. 2785) (D. Kan.).

1.2 “Attorneys’ Fees and Expenses” means (a) payment to Class Counsel of attorneys’ fees and litigation expenses and charges (including expert and consulting fees) in an amount to be determined by the Court; and (b) payment of Service Awards to Plaintiff Class Representatives, in an amount to be determined by the Court. Attorneys’ Fees and Expenses shall be paid exclusively from the Settlement Fund.

1.3 “Class Counsel” means collectively, Co-Lead Counsel, Liaison Counsel, and members of the Steering Committee, as set forth in ECF Nos. 40, 2018, and 2111.

1.4 “Co-Lead Counsel” means collectively, Warren T. Burns of Burns Charest, LLP; Paul J. Geller of Robbins Geller Rudman & Dowd LLP; Lynn Lincoln Sarko of Keller Rohrback L.L.P.; Rex A. Sharp of Sharp Law LLP; and Elizabeth C. Pritzker of Pritzker Levine LLP.

1.5 “Class Member” (or, when used collectively, “Class Members”) means a person or entity who remains in the Class, *i.e.*, a member of the Class who has not timely and properly opted out. For the avoidance of doubt, each Plaintiff Class Representative is a Class Member.

1.6 “Class Period” means from August 24, 2011 to November 1, 2020.

1.7 “Class” means the following certified classes:

All persons and entities in the United States who paid or provided reimbursement for some or all of the purchase price of Branded or authorized generic EpiPens for the purpose of consumption, and not resale, by themselves, their family member(s), insureds, plan participants, employees, or beneficiaries, at any time between August 24, 2011, and November 1, 2020; and

All persons and entities in the Antitrust States who paid or provided reimbursement for some or all of the purchase price of Branded EpiPens at any time between

January 28, 2013, and November 1, 2020, for the purpose of consumption, and not resale, by themselves, their family member(s), insureds, plan participants, employees, or beneficiaries.

The “Antitrust States” are: Alabama, California, Florida, Hawaii, Illinois, Kansas, Maine, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New York, North Carolina, Tennessee, and Utah.

The following groups are excluded from Class:

- a. Defendants and their officers, directors, management, employees, subsidiaries, and affiliates;
- b. Government entities, other than government-funded employee benefit plans;
- c. Fully insured health plans (*i.e.*, plans that purchased insurance that covered 100% of the plan’s reimbursement obligations to its members);
- d. “Single flat co-pay” consumers who purchased EpiPens or generic EpiPens only via a fixed dollar co-payment that is the same for all covered devices, whether branded or generic (*e.g.*, \$20 for all branded and generic devices);
- e. Consumers who purchased or received EpiPens or authorized generic equivalents only through a Medicaid program;
- f. All persons or entities who purchased branded or generic EpiPens directly from defendants;
- g. The judges in this case and members of their immediate families;
- h. All third-party payors who own or otherwise function as a Pharmacy Benefit Manager or control an entity who functions as a Pharmacy Benefit Manager; and
- i. Individual consumers whose only purchases of an EpiPen occurred before March 13, 2014 (the Generic Start Date).

1.8 “Defendants’ Released Claims” means the Mylan Defendants’ release of Plaintiff Class Representatives and their attorneys, and all other members of the Class, of all claims, demands, actions, causes of action, allegations, rights, obligations, costs, losses, and damages arising in whole or in part from or in connection with the acts or omissions of any of the Plaintiffs’

Released Persons of any and every kind or nature, whether in law or in equity, in tort or contract, or arising under any statute or regulation, whether known or unknown, based solely upon the institution, prosecution, or settlement of the claims asserted in the Action and Other Actions, except for claims relating to the enforcement of the Settlement.

1.9 “Distribution Amount” means an amount of money payable to a Class Member as the distribution of the Class Member’s share of the Net Settlement Fund pursuant to the approved Plan of Allocation. The Settlement Administrator shall cause claims to be paid electronically, or issue and mail checks, to the Class Members as identified on the Summary Final Distribution Report in the amounts shown thereon. Class Members who previously submitted a claim in connection with the settlement with the Pfizer Defendants in this Action shall not be required to submit a new claim in this Settlement, and the Distribution Amount for any Class Member’s share of the Net Settlement Fund from this Settlement shall be combined with the Distribution Amount, if any, from the settlement with the Pfizer Defendants such that the Settlement Administrator may make one payment to each Class Member who submitted a timely and valid claim. Class Members who did not previously submit a claim in connection with the settlement with the Pfizer Defendants in this Action shall only receive a payment for this Settlement.

1.10 “Distribution Date” means the date on which the Distribution Amounts are first sent or mailed to Class Members. Except as to any interim disbursements for class notice and settlement administration costs, no disbursements shall be made to Class Members until the Effective Date.

1.11 “Effective Date” means the date on which the Judgment becomes Final and Non-Appealable.

1.12 “Escrow Account” means the interest-bearing account controlled by the Escrow Agent into which the Mylan Defendants shall deposit or cause their insurance carriers to deposit

the sum of \$264,000,000 on behalf of the Mylan Defendants.

1.13 “Escrow Agent” means Huntington Bank.

1.14 “Fairness Hearing” means the proceedings to be held before the Court to determine whether the Settlement should be approved as fair, reasonable, and adequate pursuant to Rule 23(e)(2); whether the Judgment should be entered; and whether the motion for award of Attorneys’ Fees and Expenses should be granted. The Parties agree to request that the Fairness Hearing be scheduled on or after July 6, 2022, subject to applicable legal requirements (*e.g.*, the CAFA notice period), the Court’s preferences, and availability.

1.15 “Final and Non-Appealable” means (a) if no appeal is filed, the first business day after the last date on which any appeal from the Judgment approving this Settlement Agreement can be timely filed or noticed under the corresponding rules or orders of the applicable court or legislation for filing or noticing appeals; or (b) if an appeal is filed, the first business day after an appellate court enters an order or judgment affirming the Judgment, or dismissing or overruling the relief requested, and that appellate order or judgment itself becomes final and no longer subject to further review in any court. Any proceeding or order, or any appeal or petition for a writ of certiorari or other form of review pertaining solely to any application for attorneys’ fees, costs, or expenses shall not in any way delay or preclude the Judgment from becoming Final and Non-Appealable.

1.16 “Judgment” means the order of the District Court approving this Settlement in accordance with the terms of this Settlement Agreement, which Judgment shall be substantially in the form of Exhibit E hereto.

1.17 “Net Settlement Fund” means the Settlement Fund less Attorneys’ Fees and Expenses, Notice and Administration Expenses, Taxes, Tax Expenses, and other Court-approved

deductions.

1.18 “Notice” means the Notice of Proposed Settlement of Class Action mailed or emailed to members of the Class and posted on the website EpiPenClassAction.com substantially in the form of Exhibit B hereto. The Notice and the Summary Notice are collectively referred to herein as the “Notices.”

1.19 “Notice and Administration Expenses” means the reasonable expenses incurred or charged in connection with the following:

(a) Efforts to obtain current and accurate information regarding the identities and addresses of Class Members;

(b) The reasonable costs associated with mailing, emailing, and publication of the Notice (including, but not limited to, the cost to print the Notices, mail or email the Notices, and publish the Notices, as well as making certain efforts to locate Class Members whose mailings are returned undelivered).

(c) Maintenance of a dedicated Settlement website to facilitate communications with Class Members and to provide access to Settlement-related documents and information;

(d) Responding to telephone and electronic inquiries regarding the Settlement by Class Members;

(e) Implementation of the Plan of Allocation (including, but not limited to the cost of experts to calculate the allocation and distribution);

(f) Costs of and fees associated with maintaining the Escrow Account;

(g) Costs of preparing, sending, and/or mailing Distribution Amounts and tax documentation to members of the Class; and

(h) Any other reasonable fees and expenses of the Settlement Administrator.

1.20 “Mylan” means Mylan N.V., Mylan Specialty L.P., Mylan Pharmaceuticals Inc., and Heather Bresch.

1.21 “Mylan Defendants” means Mylan N.V., Mylan Specialty L.P., Mylan Pharmaceuticals Inc., Viatrix Inc., and Heather Bresch.

1.22 “Mylan Defendants’ Counsel” means Hogan Lovells US LLP; Robbins, Russell, Englert, Orseck & Untereiner LLP; and Lathrop GPM LLP.

1.23 “Mylan Defendants’ Related Parties” means any of the Mylan Defendants’ past, present and future direct or indirect parents, subsidiaries, divisions, sister companies, affiliates, related entities, holding companies, unincorporated business units, vendors, independent contractors, stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

1.24 “Mylan Defendants’ Released Parties” shall collectively refer to the Mylan Defendants and the Mylan Defendants’ Related Parties.

1.25 “Other Actions” means, collectively, *Ipson v. Viatrix Inc.*, No. 2:21-cv-02556-DDC-TJJ (D. Kan.); *Gill v. Viatrix Inc.*, No. 2:21-cv-02534-DDC-TJJ (D. Kan.); *Dvorak v. Viatrix Inc.*, No. 2:21-cv-02561-DDC-TJJ (D. Kan.); *Sumner v. Viatrix Inc.*, No. 2:21-cv-02555-DDC-TJJ (D. Kan.).

1.26 “Plaintiff Class Representatives” or “Plaintiffs” means collectively: (1) Local 282 Welfare Trust Fund; and (2) individual consumers Rosetta Serrano, Lesley Huston, Kenneth Evans, Christopher Rippy, Nikitia Marshall, Elizabeth Huelsman, Stacey Svites, Raymond Buchta III, Lee Seltzer, Linda Wagner, Vishal Aggarwal, Joy Shepard, Lorraine Wight, Teia Amell, Todd Beaulieu, Anastasia Johnston, Annette Sutorik, Heather DeStefano, Elizabeth Williamson,

Shannon Clements, Mark Kovarik, Laura Chapin, Michael Gill, Suzanne Harwood, Donna Wemple, Sonya North, Jennifer Walton, April Sumner, Meredith Krimmel, Landon Ipson, Kenneth Steinhauser, Donna Anne Dvorak, Angie Nordstrum, and Carly Bowersock.

1.27 “Plaintiffs’ Related Parties” means Plaintiff Class Representatives’ respective spouses, associates, principals, trustees, agents, attorneys, partners, assigns, respective legal representatives, heirs, executors, administrators, predecessors, successors in interest, transferees and assignees, in their capacities as such.

1.28 “Plaintiffs’ Released Claims,” unless otherwise specifically excluded herein, means all claims, duties, demands, actions, causes of action, suits, allegations, rights, obligations, costs, losses, attorneys’ fees and costs, liabilities and damages arising in whole or in part from or in connection with acts or omissions of any of the Mylan Defendants’ Released Parties, of every kind or nature, whether known or unknown, suspected or unsuspected, asserted or unasserted, whether in law or in equity, in tort or contract, or arising under any statute or regulation, including without limitation any state or federal RICO statutes, state or federal antitrust laws, or any other federal or state or local or common law doctrine relating to antitrust or unfair competition, fraud, unjust enrichment, or consumer protection, based upon, arising out of, or relating in any way to Class Member’s purchases of, payments for, or reimbursements for EpiPen products or otherwise relating in any way to the causes of action described which were asserted or could have been asserted in the Action or Other Actions, except for claims relating to the enforcement of the Settlement. However, nothing herein shall be construed to release any claims relating to physical injury related to the EpiPen. The relevant Release Dates are defined below. This Release shall extend to the Mylan Defendants’ Released Parties. The Release shall be given by Plaintiffs and each member of the Class, on behalf of themselves and their spouses, associates, principals,

trustees, agents, attorneys, partners, assigns, respective legal representatives, heirs, executors, administrators, predecessors, successors in interest, transferees and assignees, in their capacities as such. For the avoidance of doubt, the Plaintiffs' Released Claims do not include claims brought by direct purchasers in *KPH Healthcare Services, Inc. v. Mylan N.V.*, No. 2:20-cv-DDC-TJJ (D. Kan.) or *In re: EpiPen Direct Purchaser Litigation*, No. 0:20-cv-00827-ECT-JFD (D. Minn.).

1.29 "Plaintiffs' Released Persons" means the Plaintiff Class Representatives and Class Members and the Plaintiffs' Related Parties.

1.30 "Plan of Allocation" means the methodology for allocating and distributing the Net Settlement Fund to Class Members.

1.31 "Preliminary Approval Order" means the order (or orders) of the Court preliminarily approving this Settlement Agreement, (b) approving the Settlement Administrator, (c) approving the form and manner of disseminating the Notice to Class Members, and (d) scheduling a Fairness Hearing. The Preliminary Approval Order shall also provide that if this Settlement Agreement is not approved, is voided, terminated, or fails to become effective for any reason the Settling Parties shall be returned to the *status quo* that existed immediately prior to the date of execution of this Settlement Agreement. The Preliminary Approval Order shall be substantially in the form of the order attached hereto as Exhibit A.

1.32 "Proof of Claim" means the proof of claim forms substantially similar to Exhibit C hereto.

1.33 "Release Dates" means August 24, 2011 to November 1, 2020.

1.34 "Released Persons" shall collectively refer to "Mylan Defendants' Released Parties" and "Plaintiffs' Released Persons."

1.35 "Settlement" means the settlement between the Settling Parties in *In re EpiPen*

MDL, No. 17-md-2785, in the United States District Court for the District of Kansas, on the terms and conditions set forth in this Settlement Agreement.

1.36 “Settlement Administrator” means the person or entity to be recommended by Class Counsel and approved by the Court to administer this Settlement Agreement and the Plan of Allocation.

1.37 “Settlement Amount” means Two Hundred Sixty-Four Million Dollars (\$264,000,000) in cash to be paid by wire transfer or check sent by overnight mail to the Escrow Agent pursuant to ¶ 2.1 of this Settlement Agreement.

1.38 “Settlement Fund” means the Settlement Amount, plus all interest and accretions thereto. The Settlement Fund is intended to be a separate taxable entity and is intended to qualify as a “qualified settlement fund” within the meaning of Section 1.468B-1(c) of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended from time to time.

1.39 “Summary Final Distribution Report” means the summary chart prepared by Class Counsel or the Settlement Administrator to show the distribution of the Net Settlement Fund to each member of the Class for whom an address and amount of distribution can be determined. The Mylan Defendants will cooperate and provide non-privileged information, accessible to them in the ordinary course of business, reasonably requested by the Settlement Administrator or Class Counsel but will not be responsible for or involved with the calculation of or distribution from the Summary Final Distribution Report.

1.40 “Summary Notice” means the Summary Notice published in a manner as determined by a notice expert and/or the Settlement Administrator substantially in the form of Exhibit D hereto.

1.41 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority.

1.42 “Uncashed Distribution Amounts” means any Distribution Amounts payable by check to a Class Member that is not endorsed and presented to the financial institution or trust company in which the Escrow Account is established by the “Void Date” shown on the Distribution Amount check.

1.43 “Undistributed Proceeds” means that portion of the Net Settlement Fund that remains after all distributions pursuant to the Plan of Allocation are completed. The settlement is non-reversionary. Once the Settlement becomes Final and Non-Appealable, the Mylan Defendants shall have no ability to get back any of the Settlement Amount, including any Undistributed Proceeds, subject to ¶ 1.15.

2. The Settlement

a. The Settlement Amount

2.1 Within five (5) business days of the District Court’s order granting preliminary approval of the Settlement, the Mylan Defendants will deposit \$5,000,000 of the Settlement Amount into the Escrow Account. The remainder of the Settlement Amount shall be deposited five (5) calendar days before the date of the Fairness Hearing, but no earlier than July 1, 2022. No disbursements shall be made to Class Members until the Effective Date. If this Settlement Agreement is not approved, is voided, terminated (including through Withdrawal pursuant to ¶ 2.10), or fails to become effective for any reason: (a) the balance in the Settlement Fund, including interest accrued thereon and less Notice and Administration Expenses actually paid or incurred and Taxes and Tax Expenses, shall be promptly returned to the Mylan Defendants within 15

calendar days; and (b) the Settling Parties shall otherwise be returned to the *status quo* that existed in the Action immediately prior to the date of execution of this Settlement Agreement. The payments made, and to be made, to the Escrow Account are compensatory only and not payments made to satisfy any fines, penalties, punitive damages, or prejudgment interest. None of the Class Members are governmental entities or deemed to be governmental entities pursuant to Internal Revenue Code Section 162(f)(4) and 162(f)(5).

2.2 The obligations incurred pursuant to this Settlement Agreement shall be in full and final disposition and settlement of all Plaintiffs' Released Claims. Once the above payments are made, the Mylan Defendants shall have no further monetary obligations of any sort or kind to Plaintiffs, members of the Class, or any counsel for Plaintiffs under the terms and conditions of the Settlement. This shall include, without limitation, that the Mylan Defendants are not responsible for payment of Attorneys' Fees and Expenses, Notice and Administration Expenses, or any out-of-pocket expenses, other than out of the Settlement Amount, as provided herein. The Settlement Amount paid by the Mylan Defendants is their sole monetary responsibility under this Settlement Agreement, and Class Members who have not timely excluded themselves from the Class shall not look to any of the Mylan Defendants' Released Parties for satisfaction of any and all Plaintiffs' Released Claims.

b. The Escrow Agent

2.3 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶ 2.1 hereof in United States Agency or Treasury Securities or other instruments backed by the Full Faith & Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund shall be borne by the Settlement Fund. The Mylan

Defendants' Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

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

2.5 Subject to further order(s) and/or directions as may be made by the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of the Settlement Agreement. Mylan Defendants' Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

2.6 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

2.7 Notwithstanding the fact that the Effective Date has not yet occurred, Class Counsel may pay from the Settlement Fund up to \$5 million in Notice and Administration Expenses. In the event that the Settlement does not become Final, any money paid up to the above limit for the above purposes shall not be returned or repaid to the Mylan Defendants. After the Effective Date, Class Counsel may pay all further reasonable Notice and Administration Expenses, regardless of amount, without further order of the Court. Subject to ¶ 2.9 below, the Mylan Defendants are not responsible for, and shall not be liable for, any costs in connection with providing notice to the Class, locating Class Members, or administering and distributing the Settlement Fund.

c. Taxes

2.8 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent and as required, the Settling Parties shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 2.8, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1.

(b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. Class Counsel shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in ¶ 2.8(a) hereof) shall be consistent with this ¶ 2.8 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 2.8(c) hereof. Mylan Defendants’ Released Parties shall have no responsibility or liability for the Escrow Account’s tax returns or other filings.

(c) The Escrow Account is intended to be a separate taxpaying entity for purposes of federal and state tax law. All Taxes and Tax Expenses arising from the operation and income of the Escrow Account shall be paid out of the Escrow Account.

(d) All (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Persons or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this ¶ 2.8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶ 2.8) (“Tax Expenses”), shall be paid out of the Settlement Fund; in all events Mylan Defendants’ Released Parties, the Settling Parties, and their counsel make no representation regarding the appropriate tax treatment of the Settlement Fund, income earned on the Settlement Fund, or any distribution taken from the Settlement Fund, and shall have no liability or responsibility for the Taxes or the Tax Expenses. The Settlement Fund shall indemnify and hold each of the Released Persons and their counsel harmless for taxes and tax expenses (including, without limitation, taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Mylan Defendants’ Released Parties nor their counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 2.8.

d. Termination of Settlement

2.9 In the event that the Settlement Agreement is not approved or is terminated, canceled, or fails to become effective for any reason, the Settlement Fund less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or due and owing pursuant to ¶¶ 2.7 and 2.8 hereof in connection with the Settlement provided for herein, shall be refunded pursuant to written instructions from the Mylan Defendants' Counsel.

2.10. Withdrawal. If any of the conditions set forth within this paragraph occurs and Plaintiffs or the Mylan Defendants give written notice that they wish to withdraw from the Settlement Agreement (subject to the terms below and herein), then this Settlement Agreement shall terminate and be null and void, and the Parties will be returned to the *status quo* that existed immediately prior to the date of execution of this Settlement Agreement:

(a) Any objections to the proposed Settlement are sustained, which results in changes to the Settlement that both Parties agree or the Court determines are material (*e.g.*, because they increase the cost of Settlement, narrow the scope of the release, or otherwise deprive the withdrawing Party of a benefit of the Settlement);

(b) Obtaining final approval of the Settlement results in changes that both Parties agree or the Court determines are material (*e.g.*, because they increase the cost of Settlement, narrow the scope of the release, or otherwise deprive the withdrawing Party of a benefit of the Settlement);

(c) The Court requires a second opportunity to opt out and the parties are unable to determine mutually-agreeable terms for that opt out process as set forth below;

(d) The final approval of the Settlement is: (i) substantially modified by an appellate court and both Parties agree or the Court determines is material (*e.g.*, because it increases the cost of Settlement, narrows the scope of the release, or otherwise deprives the withdrawing Party of a benefit of the Settlement); or (ii) reversed by an appellate court.

3. Preliminary Approval Order, CAFA Notice, and Fairness Hearing

3.1 On February 28, 2022, Class Counsel shall submit the Settlement Agreement together with its Exhibits to the Court and shall apply for entry of an order (the “Preliminary Approval Order”), substantially in the form of Exhibit A attached hereto, requesting, among other things, the preliminary approval of the Settlement set forth in the Settlement Agreement, and approval for the distribution of Notices, substantially in the form of Exhibits B and D attached hereto. The Notices shall include the general terms of the Settlement set forth in the Settlement Agreement, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, as defined in ¶ 6.1 hereof, and the date and location of the Fairness Hearing.

3.2 The Notice shall afford Class Members an opportunity to object to the Settlement Agreement, but given that Class Members have already had one opportunity to opt out in the usual course of the Action, the Notice shall not provide another opportunity to opt out of the certified Class unless expressly required by the Court. If the Settlement is finally approved, the Settlement process will be administered by the independent Settlement Administrator, and allocation will be conducted pursuant to the Plan of Allocation approved by the Court. Any monies left over after the initial and any subsequent distributions as may be necessary and appropriate, will be distributed *cy pres* as set forth in ¶ 5.8.

3.3 The Mylan Defendants may be required to make reasonable efforts to assist or provide information to the Settlement Administrator, as set forth below in ¶ 5.7.

3.4 Class Counsel shall request that after notice is given, the Court hold the Fairness Hearing and approve the Settlement of the Action as set forth herein. At or after the Fairness Hearing, Class Counsel also will request that the Court finally approve the proposed Plan of Allocation and the Attorneys’ Fee and Expense Application, including Plaintiff Class Representatives’ request for Service Awards in connection with their representation of the Class.

3.5 Pursuant to the Class Action Fairness Act, 28 U.S.C. §1715, *et seq.* (“CAFA”), no later than ten (10) calendar days after this Settlement Agreement is filed with the Court, the Mylan Defendants shall serve or cause to be served proper notice of the proposed Settlement upon those who are entitled to notice pursuant to CAFA. The Mylan Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice.

4. Releases and Dismissal

4.1 Upon the Effective Date, Plaintiffs’ Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Plaintiffs’ Released Claims against the Mylan Defendants’ Released Parties, whether or not such person or Class Member shares in the Settlement Fund. Claims solely to enforce the terms of this Settlement Agreement are not released.

4.2 Upon the Effective Date, all Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any forum whatsoever, including any court of law or equity, arbitration tribunal, or administrative forum, asserting the Plaintiffs’ Released Claims against any of the Mylan Defendants’ Released Parties.

4.3 Upon the Effective Date, each of the Mylan Defendants’ Released Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Defendants’ Released Claims against Plaintiffs’ Released Persons, including Class Counsel. Claims solely to enforce the terms of this Settlement Agreement are not released.

4.4 Upon entry of the Judgment approving this Settlement, and in consideration of the promises set forth in this Settlement Agreement, including payment of the Settlement Fund, the Settling Parties and their counsel shall dismiss the Action and Other Actions with prejudice as to

the Mylan Defendants.

5. Administration and Distribution of the Settlement Fund

5.1 The Settlement Administrator, subject to such supervision and direction of Class Counsel, and as may be necessary and appropriate or as circumstances may require, the Court, shall administer and calculate the Distribution Amounts paid to Class Members and shall oversee distribution of the Net Settlement Fund to Class Members.

5.2 The Settlement Fund shall be applied as follows:

- (a) to pay all Notice and Administration Expenses;
- (b) to pay the Taxes and Tax Expenses described in ¶ 2.8 hereof;
- (c) to pay Attorneys' Fees and Expenses, including any Service Awards to Plaintiff Class Representatives to the extent allowed by the Court; and
- (d) after the Effective Date, to distribute the Net Settlement Fund to Class Members as allowed by the Settlement Agreement, the Plan of Allocation, or the Court.

5.3 Each Class Member who has not timely and properly elected to opt-out of this Action shall be a Class Member and shall be eligible to receive a distribution from the Net Settlement Amount according to the Plan of Allocation.

5.4 After the Effective Date, and in accordance with the terms of the Settlement Agreement, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Class Members, subject to and in accordance with the following.

5.5 Any distribution of monies or funds to Class Members shall be in accordance with the Plan of Allocation approved by the Court. The Mylan Defendants shall not be responsible or liable for any aspect of the allocation methodology set forth in the Plan of Allocation or the implementation of that methodology.

5.6 The Mylan Defendants and the Plaintiff Class Representatives agree that the Net Settlement Fund shall be only for the benefit of the Class (subject to Attorneys' Fees and Expenses and the other distributions and dispositions provided for in this Settlement Agreement), which by definition does not include those who timely and properly opted-out of the Class.

5.7 The Mylan Defendants and Class Counsel shall provide reasonable cooperation to the Settlement Administrator in connection with the information reasonably needed by them in order to perform the activities contemplated under this Settlement Agreement, including the dissemination of the Notice and the implementation of the Plan of Allocation.

5.8 The Net Settlement Fund shall be distributed to Class Members substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the Court. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the date of the initial distribution of the Net Settlement Fund, the Settlement Administrator shall, if feasible, reallocate (which reallocation may occur on multiple occasions) such balance among those Class Members, who successfully received and deposited, cashed or otherwise accepted a Distribution Amount and who would receive a distribution of at least \$5.00, in an equitable and economic fashion. Thereafter, any *de minimis* balance which still remains in the Net Settlement Fund shall be donated in equal amounts to the: (a) Allergy and Asthma Foundation of America; (b) Allergy and Asthma Network; (c) Allison Rose Foundation; and (d) Food Allergy & Anaphylaxis Connection Team, if approved by the Court.

5.9 This Settlement is a non-reversionary settlement and, if all conditions of the Settlement Agreement are satisfied and the Settlement becomes Final, no portion of the Settlement Fund will be returned to the Mylan Defendants. The Mylan Defendants and their Related Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or

calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No person shall have any claim of any kind against the Mylan Defendants or their Related Parties with respect to the matters set forth in ¶¶ 5.1-5.8 hereof.

5.10 No Person shall have any claim against Plaintiff Class Representatives, Class Counsel, the Mylan Defendants, their Related Parties, the Settlement Administrator or other entity designated by Class Counsel based on distributions made substantially in accordance with the Settlement Agreement and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court. This does not include any claim by any party for breach of this Settlement Agreement.

6. Class Counsel's Attorneys' Fees and Expenses

6.1 Class Counsel may submit an application or applications for: (a) an award of attorneys' fees; plus (b) expenses or charges in connection with prosecuting the Action or the Other Actions; plus (c) any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Application"). In addition, Plaintiff Class Representatives may request Service Awards in connection with their representation of the Class. Plaintiff Class Representatives' support for the Settlement is not in any way conditioned on their right to request, or receipt of, Service Awards. Class Counsel reserve the right to make additional applications for fees and expenses incurred.

6.2 The fees and expenses, as awarded by the Court, shall be paid to Co-Lead Counsel, as ordered, within ten (10) calendar days after the Court executes the Judgment and an order awarding Plaintiffs' counsel fees and expenses is entered, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the settlement or any part hereof. The fees and expenses awarded by the Court shall be allocated and

distributed among counsel working for the Class by Co-Lead Counsel using their judgment to compensate each counsel fairly based on their contribution to the institution, prosecution, and resolution of the Action and the Other Actions.

6.3 In the event that the Effective Date does not occur, or the Judgment or the order making the Fee and Expense Award is reversed or modified, or the Settlement Agreement is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes Final and not subject to review, and in the event that the Fee and Expense Award has been paid to any extent, then Co-Lead Counsel who received any portion of the Fee and Expense Award shall be obligated, within ten (10) calendar days from receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction, to refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal or modification. Each such Co-Lead Counsel's law firm receiving fees and expenses, as a condition of receiving the Fee and Expense Award, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing this provision, and are each severally liable and responsible for any required repayment.

6.4 Any attorneys' fees and/or expenses awarded by the Court shall be paid solely from the Settlement Fund. The Mylan Defendants and their Related Parties shall have no responsibility for any payment of attorneys' fees and/or expenses to Class Counsel or Plaintiff Class Representatives.

7. Failure to Obtain Approval of Settlement

7.1 This Settlement Agreement will automatically terminate if the Court enters an order denying approval of the Settlement (without an opportunity to resubmit) or if an appellate court

denies approval of the Settlement.

7.2 If this Settlement Agreement is terminated pursuant to the terms hereof, or fails to become effective for any reason, then (a) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated, (b) the Settling Parties shall be returned to the *status quo* that existed immediately prior to the date of execution of this Settlement Agreement (subject to appropriate extensions of deadlines to enable the Action and Other Actions to proceed) and (c) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to the date of execution of this Settlement Agreement. The Settling Parties shall then proceed in all respects as if this Settlement Agreement and related orders had not been executed.

8. Opt-Outs (if Permitted a Second Opportunity to Opt-Out) and Objections

8.1 The Mylan Defendants and Class Counsel agree that there should not be a second opportunity for Class Members to opt-out of the Class. Should the Court nevertheless permit another opportunity to opt out of the Class, the Settling Parties agree that they will meet and confer to determine mutually-agreeable terms to govern the second opt out (*see, e.g.*, Plaintiffs' and Pfizer's Stipulation of Class Action Settlement, *see* ECF No. 2393-2).

8.2 The Notice shall require that any objection to the Settlement, or any part of this Settlement Agreement, including Attorney's Fees and Expenses, and Plaintiff's Class Representatives' Service Awards, or to the Plan of Allocation be in writing and comply with all the requirements set forth herein and by the Court in the Preliminary Approval Order and Notice.

8.3 If the Court determines that the Settlement, including the Plan of Allocation, and the awards of Attorneys' Fees and Expenses, including Service Awards are fair, adequate and reasonable to the Class, Class Counsel shall represent the Class as a whole in all future proceedings in district court or on appeal, even if some Class Members have objected to the Settlement (or any part thereof).

8.4 The Notice shall require that any member of the Class who elects to object to this Settlement Agreement (or any part thereof) or to the motion for Attorneys' Fees and Expenses shall object in a writing signed by the member of the Class who is objecting, which objection shall be filed with the Court and served on counsel for the Settling Parties, a prescribed number of days before the Fairness Hearing as provided for in the Preliminary Approval Order and/or the Notice.

8.5 The written objection filed with the Court shall: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Plaintiffs; (c) state the objection(s) and the specific reasons for each objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and his, her, or its counsel has previously objected; (f) include documents sufficient to prove the objector's membership in the Class, such as the number of EpiPens purchased, acquired, or paid for during the Class Period, as well as the dates and prices of each such purchase, acquisition, or payment; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement. Any Class Member who does not object in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement, to the Plan of Allocation, or to the award of fees, charges, and expenses to Class Counsel, or any

incentive awards to Plaintiff Class Representatives, unless otherwise ordered by the Court. All presentations of objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Fairness Hearing, will be in the sole discretion of the Court.

9. Appointment of Settlement Administrator

9.1 The Court shall appoint the Settlement Administrator pursuant to the Preliminary Approval Order. The duties undertaken by the Settlement Administrator shall be as described in the Plan of Allocation and orders of the Court. All reasonable fees and expenses, including the compensation of the Settlement Administrator, for Notice and Administration Expenses shall be paid from the Settlement Fund and in the manner set forth in ¶ 1.19 above.

10. Miscellaneous

10.1 This Settlement Agreement is for settlement purposes only, and to the fullest extent permitted by law, neither the fact of, nor any provision contained in this Settlement Agreement, nor any actions taken hereunder, shall constitute, be construed as, or used as, or be admissible in evidence as, an admission of the validity of any claim or any fact alleged by Plaintiffs in this Action or the Other Actions or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of laws, or liability of any kind on the part of the Mylan Defendants, or admission by any of the Settling Parties of the validity, or lack thereof, of any claim, allegation or defense asserted in this Action or Other Actions. In particular, the Mylan Defendants deny any improper conduct or violation of the federal RICO statute, state or federal antitrust laws, or any other laws or regulations, or that any actions taken by them caused any injuries to the Class. While retaining their right to deny liability, the Mylan Defendants will agree that the Action and Other Actions are

being settled voluntarily by the Mylan Defendants after consultation with competent legal counsel. The Settling Parties agree that throughout the course of the litigation of the Action and Other Actions, all Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure, including Rule 11 of the Federal Rules of Civil Procedure.

10.2 With the exception of any submissions or filings with the Court to effectuate the Settlement, Class Counsel and Plaintiffs agree that they will not, at any time, make public statements (which includes press releases, communication to the press or other media, statements in the Internet, speeches, or other communications in public fora) concerning the Settlement, the Action or Other Actions, the litigation of the Action or Other Actions, or the Parties, witnesses, or counsel involved in the Action or Other Actions, apart from agreed-upon media, social media, and public relations statements and responses, and biographical information concerning counsel's involvement in the matter, with the exceptions that (i) Class Counsel and Plaintiffs shall have the right to disclose the Settlement to comply with their financial, legal, reporting, and securities obligations, and (ii) Class Counsel and Plaintiffs shall have the right to take actions to enforce the Settlement to the extent necessary.

10.3 Notwithstanding the Settlement or the termination of the Action or the Other Actions, the Settling Parties acknowledge and reaffirm that the Third Amended Stipulated Protective Order ("Protective Order") [Doc. No. 556], including without limitation Section 3 thereto, shall continue to be binding on the Settling Parties, Class Counsel and Mylan Defendants' Counsel, and all persons who were required to execute acknowledgement forms pursuant to the Protective Order, and agree to continue complying with the terms of the Protective Order in all respects. Class Counsel shall instruct all experts and consultants retained by Plaintiffs in connection with the Action or the Other Actions concerning their continuing obligations under the

Protective Order. Plaintiffs further agree that they and their counsel shall not disclose non-public information obtained in the Action or Other Actions.

10.4 The Settling Parties agree not to make any statements, written or verbal, or to cause or encourage any other person to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or business reputation, practices, or conduct of the Settling Parties, the Mylan Defendants' Released Parties, Plaintiffs' Released Persons, and their respective counsel concerning all Released Claims, as well as the litigation of this Action and the Other Actions, the Settlement, and any discussions, interactions, or negotiations of the Settlement by the Parties and their counsel; provided, however, that nothing herein shall preclude any Settling Party or its agents, representatives, or counsel from any good faith response to any inquires under oath or in response to a government inquiry or from making statements in the course of legal proceedings, or from non-public privileged communications with regard to the Settlement.

10.5 Plaintiff Class Representatives, the Class, and the Mylan Defendants agree to settle the Released Claims and to execute this Settlement Agreement solely to compromise and settle protracted, complicated and expensive litigation. Entering into or carrying out this Settlement Agreement, and any negotiations or proceedings related thereto, is not, shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Settling Parties and shall not be offered or received in evidence in any action or proceeding by or against any Settling Party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, other than to enforce the provisions of the Settlement between the Mylan Defendants and the Class, the provisions of this Settlement Agreement, or the provisions of any related agreement, order, judgment or release. The Settlement Agreement shall not be offered as evidence in the continuing Action or Other Actions except upon Court order to show that the Settling Parties have settled, and for what amount. Provided, however, that in order to support a defense or counterclaim based on

principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, the Mylan Defendants and the Mylan Defendants' Related Parties may file the Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them.

10.6 Each Settling Party shall use its best efforts and work together in good faith to cause this Settlement Agreement to be approved and consummated. The Mylan Defendants, Class Counsel, and Class Representatives shall also promptly take such actions as may be reasonably required and work together in good faith to obtain final approval by the Court of this Settlement Agreement, and to carry out the terms of this Settlement Agreement.

10.7 The Court shall retain its traditional equitable powers over the Action and Other Actions as those powers pertain to this Settlement Agreement until the monies and funds in the Escrow Account are fully and finally distributed.

10.8 This Settlement Agreement, including its exhibits, constitutes the entire agreement among the Settling Parties hereto related to the Action and Other Actions and no representations, warranties or inducements have been made to any Settling Party concerning this Settlement Agreement other than the representations, warranties and covenants contained and memorialized in this Settlement Agreement. The exhibits to this Settlement Agreement are:

- Exhibit A Form of Preliminary Approval Order
- Exhibit B Form of Notice of Proposed Settlement
- Exhibit C Forms of Consumer Claim Form and TPP Claim Form
- Exhibit D Form of Summary Notice
- Exhibit E Form of Judgment

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

10.10 The terms and provisions of this Settlement Agreement may not be altered, amended or modified except in writing signed by all Settling Parties. To the extent there is a conflict between the provisions of this Settlement Agreement, the Preliminary Approval Order, the Judgment, and/or the Plan of Allocation, each such document shall have controlling effect in the following rank order: (1) the Judgment, (2) the Preliminary Approval Order, (3) this Settlement Agreement, and (4) the Plan of Allocation.

10.11 This Settlement Agreement may be executed in one or more counterparts, and may be exchanged by facsimile, pdf and/or other imaged signatures which shall be as effective as original signatures. All executed counterparts taken together shall be deemed to be one and the same instrument. Counsel for the Settling Parties to this Settlement Agreement shall exchange among themselves signed counterparts and a complete, assembled executed counterpart shall be filed with the Court.

10.12 The Settling Parties and their respective counsel have mutually contributed to the preparation of this Settlement Agreement. Accordingly, no provision of this Settlement Agreement shall be construed against any Settling Party on the grounds that one of the Settling Parties or its counsel drafted the provision. Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

10.13 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto.

10.14 Each of the undersigned represents that he or she is fully authorized to execute this Settlement Agreement on behalf of the Settling Party for which he or she signs.

10.15 This Settlement Agreement and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Kansas, and the

rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Kansas without giving effect to that State's choice-of-law principles.

10.16 If the provisions of this Settlement Agreement (or any portion thereof) are held unenforceable in any jurisdiction, then such provisions shall be severable, and the Settling Parties agree that the enforceability of the remaining provisions of this Settlement Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

10.17 The exclusive forum for any dispute arising under or related to this Settlement Agreement, or to enforce the terms of this Settlement Agreement, will be the United States District Court for the District of Kansas.

10.18 No delay or omission by any Settling Party in exercising any rights under this Settlement Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Settling Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

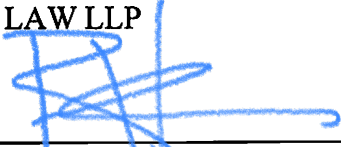
10.19 After the entry of the Judgment approving this Settlement, dismissal of all claims asserted by Plaintiff Class Representatives against the Mylan Defendants is with prejudice.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Settling Parties hereto have executed this Settlement Agreement in several counterpart originals on the date set forth opposite their names.

Dated: February 27, 2022

SHARP LAW LLP

By: /s/ 

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Dated: February 27, 2022

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Co-Lead Counsel and Liaison Counsel for Class Plaintiffs


Dated: February 27, 2022

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Counsel and Liaison Counsel for the Mylan Defendants

Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

In re EPIPEN (EPINEPHRINE INJECTION, USP) MARKETING, SALES PRACTICES AND ANTITRUST LITIGATION)	Civil Action No. 2:17-md-02785-DDC-TJJ (MDL No: 2785)
_____)	
This Document Relates To:)	
CONSUMER CLASS CASES.)	
_____)	

[PROPOSED] ORDER (I) PRELIMINARILY APPROVING SETTLEMENT UNDER FED. R. CIV. P. 23(e)(1), (II) APPOINTING THE SETTLEMENT ADMINISTRATOR, (III) APPROVING FORM AND MANNER OF NOTICE TO CLASS MEMBERS, (IV) SCHEDULING A FINAL FAIRNESS HEARING TO CONSIDER FINAL APPROVAL OF THE SETTLEMENT, AND (V) GRANTING RELATED RELIEF

An action is pending before this court entitled *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation*, Civil Action No. 2:17-md-02785-DDC-TJJ (D. Kan.) (the “Action”).

Plaintiff Class Representatives, on behalf of the certified Class, have filed a motion under Federal Rule of Civil Procedure 23(e). The motion asks the court to enter an order preliminarily approving the Settlement of this Action against Defendants Mylan N.V., Mylan Specialty L.P., Mylan Pharmaceuticals Inc., and Heather Bresch (collectively, “Mylan”), in accordance with a Stipulation of Class Action Settlement dated as of February 27, 2022 (the “Settlement Agreement”), which, together with the Exhibits attached to it, sets forth the terms and conditions for a proposed Settlement of the Action and Other Actions¹ against Mylan and Viatris Inc. (collectively, the “Mylan Defendants”) and for dismissal of the Action and Other Actions with prejudice against the Mylan Defendants upon the terms and conditions set forth therein. The court has read and considered the Settlement Agreement and the Exhibits attached to it.² Also, the court held a hearing on the motion on March 11, 2022. Now, the court proceeds to consider whether it should grant preliminary approval of that Settlement Agreement under Rule 23(e).

Rule 23(e) permits the parties to settle the claims of a certified class action, but “only with the court’s approval.” And, the court may approve a settlement only upon finding that it is “fair, reasonable, and adequate[.]” Fed. R. Civ. P. 23(e)(2). The Tenth Circuit has noted four factors that a district court must consider when assessing whether a proposed settlement is “fair,

¹ As defined in the Settlement Agreement, the “Other Actions” include additional actions pending before this court, entitled *Ipson v. Viatris Inc.*, No. 2:21-cv-02556-DDC-TJJ (D. Kan.); *Gill v. Viatris Inc.*, No. 2:21-cv-02534-DDC-TJJ (D. Kan.); *Dvorak v. Viatris Inc.*, No. 2:21-cv-02561-DDC-TJJ (D. Kan.); *Sumner v. Viatris Inc.*, No. 2:21-cv-02555-DDC-TJJ (D. Kan.). Although settlement of the Other Actions is not subject to court approval, the Settling Parties have agreed that Plaintiffs will dismiss the Other Actions with prejudice as a condition of this Settlement.

² Unless otherwise defined, all terms used in this Order have the same meanings as set forth in the Settlement Agreement.

reasonable, and adequate”:

- (1) whether the proposed settlement was fairly and honestly negotiated;
- (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt;
- (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and
- (4) the judgment of the parties that the settlement is fair and reasonable.

Rutter & Willbanks Corp. v. Shell Oil Co., 314 F.3d 1180, 1188 (10th Cir. 2002).

The settlement approval process typically occurs in two phases. First, the court considers whether preliminary approval of the settlement is appropriate. William B. Rubenstein, *Newberg on Class Actions* § 13:10 (5th ed.); *Freebird, Inc. v. Merit Energy Co.*, No. 10-1154-KHV, 2012 WL 6085135, at *4 (D. Kan. Dec. 6, 2012). “If the Court grants preliminary approval, it directs notice to class members and sets a hearing at which it will make a final determination on the fairness of the class settlement.” *In re Motor Fuel Temperature Sales Pracs. Litig.*, 286 F.R.D. 488, 492 (D. Kan. 2012); *see also* *Newberg on Class Actions* § 13:10 (“[T]he court’s primary objective [at the preliminary approval stage] is to establish whether to direct notice of the proposed settlement to the class, invite the class’s reaction, and schedule a final fairness hearing.” Second, “taking account of all of the information learned during [the preliminary approval] process, the court decides whether or not to give ‘final approval’ to the settlement.” *Newberg on Class Actions* § 13:10.

Because preliminary approval is just the first step of the approval process, courts apply a “less stringent” standard than that at final approval. *Freebird*, 2012 WL 6085135, at *5. “[D]istrict courts have developed a jurisprudence whereby they undertake some review of the settlement at preliminary approval, but perhaps just enough to ensure that sending notice to the

class is not a complete waste of time.” Newberg on Class Actions § 13:10. “The general rule [is] that a court will grant preliminary approval where the proposed settlement [is] neither illegal nor collusive and is within the range of possible approval.” *Id.* (internal citation omitted). “While the Court will consider [the Tenth Circuit’s] factors in depth at the final approval hearing, they are a useful guide at the preliminary approval stage as well.” *In re Motor Fuel Temperature Sales Pracs. Litig.*, 286 F.R.D. at 502-03.

Applying this governing legal standard, the court grants the Motion for Preliminary Approval of Settlement (Doc. [•]), as follows:

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The court has reviewed the Settlement Agreement and does preliminarily approve the Settlement between Plaintiffs and the Mylan Defendants set forth therein as fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below.

2. As the court previously certified in its Memorandum and Order dated February 27, 2020 (ECF No. 2018-1), the classes are defined as follows, which are collectively referred to as the “Class”:

All persons and entities in the United States who paid or provided reimbursement for some or all of the purchase price of Branded or authorized generic EpiPens for the purpose of consumption, and not resale, by themselves, their family member(s), insureds, plan participants, employees, or beneficiaries, at any time between August 24, 2011, and November 1, 2020.

All persons and entities in the Antitrust States who paid or provided reimbursement for some or all of the purchase price of Branded EpiPens at any time between January 28, 2013, and November 1, 2020, for the purpose of consumption, and not resale, by themselves, their family member(s), insureds, plan participants, employees, or beneficiaries.

The “Antitrust States” are: Alabama, California, Florida, Hawaii, Illinois, Kansas, Maine, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New York, North Carolina, Tennessee, and Utah.

The following groups are excluded from the Class:

- a. Defendants and their officers, directors, management, employees, subsidiaries, and affiliates;
- b. Government entities, other than government-funded employee benefit plans;
- c. Fully insured health plans (*i.e.*, plans that purchased insurance that covered 100% of the plan's reimbursement obligations to its members);
- d. "Single flat co-pay" consumers who purchased EpiPens or generic EpiPens only via a fixed dollar co-payment that is the same for all covered devices, whether branded or generic (*e.g.*, \$20 for all branded and generic devices);
- e. Consumers who purchased or received EpiPens or authorized generic equivalents only through a Medicaid program;
- f. All persons or entities who purchased branded or generic EpiPens directly from defendants;
- g. The judges in this case and members of their immediate families;
- h. All third-party payors who own or otherwise function as a Pharmacy Benefit Manager or control an entity who functions as a Pharmacy Benefit Manager; and
- i. Individual consumers whose only purchases of an EpiPen occurred before March 13, 2014 (the Generic Start Date).

3. Also excluded from the Class are those persons and entities who timely and validly requested exclusion from the Class pursuant to the court's Memorandum and Order dated October 13, 2020 (ECF No. 2240), and are listed on Exhibit F to Class Plaintiffs' Final Status Report Re Implementation of Class Notice (ECF No. 2323-1) as well as those persons excluded from the Class as set forth in the Pfizer Final Judgment (ECF 2507 at 8).

4. The court preliminarily finds that the proposed Settlement of the Action between Plaintiff Class Representatives and Mylan should be approved as: (i) the result of serious, extensive arm's-length and non-collusive negotiations; (ii) falling within a range of reasonableness warranting final approval; (iii) having no obvious deficiencies; and (iv)

warranting notice of the proposed Settlement to Class Members and further consideration of the Settlement at the Fairness Hearing described below.

5. The Fairness Hearing shall be held before this court on July 6, 2022 at 9:30 a.m., Central Time, at the United States District Court for the District of Kansas, 500 State Avenue, Kansas City, Kansas 66101, Courtroom 643, (A) to determine (i) whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Class and should be finally approved by the court; (ii) whether the proposed Final Judgment and Order of Dismissal with Prejudice as provided under the Settlement Agreement should be entered as to the Mylan Defendants; (iii) whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be approved; (iv) the amount of attorneys' fees, costs, and expenses that should be awarded to Class Counsel; and (v) any service award to Plaintiff Class Representatives; (B) to hear any objections by Class Members to (i) the Settlement or Plan of Allocation; (ii) the award of attorneys' fees and expenses to Class Counsel; and (iii) service awards to Plaintiff Class Representatives; and (C) to consider such other matters the court deems appropriate. The court may adjourn the Fairness Hearing without further notice to the Class Members.

6. The court approves, as to form and content, the Notice substantially in the form annexed as Exhibit B to the Settlement Agreement.

7. The court approves, as to form and content, the Summary Notice³ and Proof of Claim forms (together, the "Notice Package"), substantially in the forms annexed as Exhibits C and D to the Settlement Agreement, respectively.

8. The court finds that the distribution and publication of the Notice and Notice

³ Also referred to as the Short-Form Notice.

Package substantially in the manner and form set forth in ¶¶ 10, 11 of this Order: (a) constitute the best notice to Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlement Agreement and of the Settlement and to apprise Class Members of their right to object to the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)), the United States Constitution (including the Due Process Clause), the Rules of this Court, and other applicable law.

9. The firm of A.B. Data, Ltd. (“Settlement Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below.

10. Not later than five business days after the entry of this order (the “Notice Date”), the Settlement Administrator shall commence distribution of the Notice Package to all Class Members who can be identified with reasonable effort and to be posted on the case-designated website, www.EpiPenClassAction.com, according to the Notice Plan in the Declaration of Eric Schachter filed in support of Preliminary Approval.

11. Not later than the Notice Date, the Settlement Administrator shall cause the Summary Notice to be published, according to the Notice Plan in the Declaration of Eric Schachter filed in support of Preliminary Approval.

12. At least seven (7) calendar days prior to the Fairness Hearing, Class Counsel shall serve on Mylan’s counsel and file with the court proof, by affidavit or declaration, of such distribution and publishing.

13. All fees and expenses incurred in identifying and notifying Class Members shall be paid from the Settlement Fund and in no event shall any of the Mylan Defendants’

Released Parties bear any responsibility or liability for such fees or expenses.

14. The Settlement Administrator shall submit a projected budget to Class Counsel for performing its duties and shall not make expenditures that exceed the projected budget by more than five percent without the prior approval of Class Counsel. Consistent with the requirements of Rules 1, 23, and due process, the Settlement Administrator shall coordinate to minimize costs in effectuating its duties.

15. All Class Members shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class, regardless of whether such persons or entities seek or obtain by any means, including, without limitation, by submitting a Proof of Claim or any similar documentation, any distribution from the Settlement Fund or the Net Settlement Fund.

16. Class Members who wish to participate in the Settlement shall complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless the court orders otherwise, all Proofs of Claim must be postmarked or submitted electronically no later than July 25, 2022. Any Class Member who submits a Proof of Claim shall reasonably cooperate with the Settlement Administrator, including by promptly responding to any inquiry made by the Settlement Administrator. Any Class Member who does not timely submit a Proof of Claim within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Judgment, and the releases therein, unless otherwise ordered by the court. Notwithstanding the foregoing, the Settlement Administrator may, in its discretion, accept late-submitted claims for processing so long as distribution of the Net Settlement Fund to Class Members is not materially delayed thereby.

17. The Proof of Claim submitted by each Class Member must: (a) be properly completed, signed, and submitted in a timely manner in accordance with the preceding paragraph;

(b) be deemed adequate by the Settlement Administrator or Class Counsel; (c) if the person executing the Proof of Claim is acting in a representative capacity, include a certification of his or her current authority to act on behalf of the claimant; (d) be complete and contain no deletions or modifications of any of the printed matter contained therein; and (e) be signed under penalty of perjury. As part of the Proof of Claim, each claimant shall submit to the jurisdiction of the court with respect to the claim submitted.

18. Class Members who previously submitted a claim in connection with the settlement with the Pfizer Defendants in this Action shall not be required to submit a new claim in this Settlement, and the Distribution Amount for any Class Member's share of the Net Settlement Fund from this Settlement shall be combined with the Distribution Amount from the settlement with the Pfizer Defendants, if any, such that the Settlement Administrator may make one payment to each Class Member who submitted a timely and valid claim. Class Members who did not previously submit a claim in connection with the settlement with the Pfizer Defendants in this Action shall only receive a payment for this Settlement.

19. Any Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Class Member's own choice. If a Class Member does not enter an appearance, that Class Member will continue to be represented by Class Counsel.

20. Any Class Member may appear at the Fairness Hearing and show cause why the proposed Settlement of the Action should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why attorneys' fees and expenses should or should not be awarded to Class Counsel, or why an amount of Service Awards should or should not be awarded to Plaintiff Class Representatives; provided, however, that no Class Member or

any other person or entity shall be heard or entitled to contest such matters, unless that person or entity has delivered by hand or sent by First-Class Mail written objections and copies of any papers and briefs such that they are received, not simply postmarked, on or before June 8, 2022, by Rex A. Sharp, SHARP LAW, LLP, 4820 West 75th Street, Prairie Village, KS 66208, and Adam K. Levin, HOGAN LOVELLS US LLP, 555 13th Street, NW, Washington, DC 20004, and filed said objections, papers, and briefs with the Clerk of the United States District Court for the District of Kansas, 500 State Avenue, Kansas City, Kansas 66101, on or before June 8, 2022, unless otherwise ordered by the court. Any objections must: (i) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (ii) state that the objector is objecting to the proposed Settlement, Plan of Allocation, application for Attorneys' Fees and Expenses, and/or application for Service Awards to Plaintiffs; (iii) state the objection(s) and the specific reasons for each objection, including any legal and evidentiary support the objector wishes to bring to the court's attention; (iv) state whether the objection applies only to the objector, to a subset of the Class, or to the entire Class; (v) identify all class actions to which the objector and his, her, or its counsel has previously objected; (vi) include documents sufficient to prove the objector's membership in the Class, such as the number of EpiPens purchased, acquired, or paid for during the Class Period, as well as the dates and prices of each such purchase, acquisition, or payment; (vii) state whether the objector intends to appear at the Fairness Hearing; (viii) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (ix) state that the objector submits to the jurisdiction of the court with respect to the objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement. Any Class Member who does not make his, her, or its objection in the manner

provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Settlement Agreement, to the Plan of Allocation, or to the award of fees, charges, and expenses to Class Counsel or any incentive awards to Plaintiff Class Representatives, unless otherwise ordered by the court. Class Members submitting written objections are not required to attend the Fairness Hearing, but any Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses must file a written objection and indicate in the written objection their intention to appear at the hearing and to include in their written objections the identity of any witnesses they may call to testify and copies of any exhibits they intend to introduce into evidence at the Fairness Hearing. Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval.

21. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the court, and shall remain subject to the jurisdiction of the court, until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the court.

22. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by Class Counsel for attorneys' fees, charges, and expenses and Service Awards to Plaintiff Class Representatives shall be filed and served by no later than May 20, 2022, and any reply papers shall be filed and served no later than June 27, 2022. The Mylan Defendants' Released Parties shall have no responsibility for the Plan of Allocation or any application for attorneys' fees, charges, or expenses submitted by Class Counsel or any Service Award to Plaintiff Class Representatives, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

23. At or after the Fairness Hearing, the court shall determine whether the Plan of Allocation proposed by Class Counsel, and any application for attorneys' fees, charges, expenses, or awards should be approved. The court reserves the right to enter the Final Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and/or charges and expenses.

24. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Settlement Agreement. In the event the Settlement is not approved by the court, or otherwise fails to become effective, neither Plaintiff Class Representatives nor any of their counsel shall have any obligation to repay any amounts incurred and properly disbursed, except as set forth in the Settlement Agreement.

25. Neither this Order, the Settlement Agreement, nor any of its terms or provisions, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Plaintiffs' Released Claim, or of any wrongdoing or liability of the Mylan Defendants or Mylan Defendants' Related Parties, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Mylan Defendants or Mylan Defendants' Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

26. The court reserves the right to adjourn the date of the Fairness Hearing without further notice to the members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

27. If the Settlement Agreement and the Settlement set forth therein is not approved

or consummated for any reason whatsoever, the Settlement Agreement and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as set forth in ¶ 7.2 of the Settlement Agreement.

28. Pending a final determination about the approval of the settlement, the court shall stay all proceedings in the Action and Other Actions for the Mylan Defendants, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the court should approve the proposed Settlement, neither Plaintiff Class Representatives nor any Class Member, directly or indirectly, representatively, or in any other capacity, nor anyone claiming through or on behalf of any such Class Members, shall commence or prosecute against any of the Mylan Defendants, any action or proceeding in any court or tribunal asserting any of the Plaintiffs' Released Claims.

29. The court retains exclusive jurisdiction over the Action and Other Actions to consider all further matters arising out of or connected with the Settlement.

IT IS THEREFORE ORDERED BY THE COURT THAT the Class Plaintiffs' Motion for Preliminary Approval of Settlement With Mylan (Doc. [•]) is granted.

IT IS SO ORDERED.

Dated this ___ day of March 2022, at Kansas City, Kansas.

DANIEL D. CRABTREE
UNITED STATES DISTRICT JUDGE

APPROVED SCHEDULE FOR FINAL APPROVAL PROCESS

DATE	EVENT
March 10, 2022	Mylan provides Class Action Fairness Act Notice
March 11, 2022 at 9:30 am	Hearing on Preliminary Approval of Settlement
Five business days after the entry of this Order	Settlement Notice Program Begins
May 20, 2022	Plaintiffs file Motion for Final Approval of Settlement, Attorneys' Fees, Expenses, and Service Awards
June 8, 2022	Deadline to file Comments/Objections
June 27, 2022	Plaintiffs file Response to Objections for Final Approval of Settlement, Attorneys' Fees, Expenses, and Service Awards
July 6, 2022 at 9:30 am	Hearing on Final Approval of Settlement, Attorneys' Fees, Expenses, and Service Awards

Exhibit B

UNITED STATES DISTRICT COURT

DISTRICT OF KANSAS

In re EPIPEN (EPINEPHRINE INJECTION,) Civil Action No. 2:17-md-02785-DDC-TJJ
USP) MARKETING, SALES PRACTICES) (MDL No. 2785)
AND ANTITRUST LITIGATION)

This Document Relates To:)

CONSUMER CLASS CASES.)

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS AND ENTITIES IN THE UNITED STATES WHO PAID OR PROVIDED REIMBURSEMENT FOR SOME OR ALL OF THE PURCHASE PRICE OF BRANDED OR AUTHORIZED GENERIC EPIPEN PRODUCTS¹ FOR THE PURPOSE OF CONSUMPTION, AND NOT RESALE, BY THEMSELVES, THEIR FAMILY MEMBER(S), INSUREDS, PLAN PARTICIPANTS, EMPLOYEES, OR BENEFICIARIES, AT ANY TIME BETWEEN AUGUST 24, 2011, AND NOVEMBER 1, 2020 (THE “CLASS PERIOD”); AND

ALL PERSONS AND ENTITIES IN THE ANTITRUST STATES² WHO PAID OR PROVIDED REIMBURSEMENT FOR SOME OR ALL OF THE PURCHASE PRICE OF BRANDED EPIPEN PRODUCTS AT ANY TIME BETWEEN JANUARY 28, 2013, AND NOVEMBER 1, 2020, FOR THE PURPOSE OF CONSUMPTION, AND NOT RESALE, BY THEMSELVES, THEIR FAMILY MEMBER(S), INSUREDS, PLAN PARTICIPANTS, EMPLOYEES, OR BENEFICIARIES.

NOTICE OF SETTLEMENT: Please be advised that Plaintiffs, on behalf of the certified Class (as defined at page 5 below), have reached a proposed settlement of the Action for \$264,000,000 in cash that will resolve all claims in the Action against Mylan N.V., Mylan Specialty L.P., Mylan Pharmaceuticals Inc., and Heather Bresch (collectively, “Mylan”) (the “Settlement”).³

IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST EITHER (1) HAVE ALREADY SUBMITTED A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) IN THE SETTLEMENT WITH THE PFIZER DEFENDANTS IN THIS CASE IN 2021, OR (2) TIMELY SUBMIT A PROOF OF CLAIM THAT IS POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE JULY 25, 2022.

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the United States District Court for the District

¹ As used herein, “EpiPen” refers collectively to the EpiPen[®] Auto-Injector, EpiPen Jr[®] Auto-Injector, and the authorized generic versions of those products.

² The “Antitrust States” are: Alabama, California, Florida, Hawaii, Illinois, Kansas, Maine, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New York, North Carolina, Tennessee, and Utah.

³ All capitalized terms not otherwise defined herein shall have the meaning given to them in the February 27, 2022, Stipulation of Class Action Settlement (“Settlement Agreement”).

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

of Kansas (the “Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit for \$264,000,000 in cash and the hearing (“Settlement Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Settlement Agreement, by and between the certified Class (as defined below) and the Mylan Defendants (Mylan and Viatrix Inc., collectively).

This Notice is intended to inform you how the proposed Settlement may affect your rights and what steps you may take in reaction to it. This Notice is NOT an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or whether Mylan engaged in any wrongdoing.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
ACTIONS YOU MAY PURSUE	EFFECT OF TAKING THIS ACTION
SUBMIT A PROOF OF CLAIM IF YOU DID NOT ALREADY SUBMIT A CLAIM FORM IN THIS CASE FOR THE SETTLEMENT WITH THE PFIZER DEFENDANTS IN 2021	<p>This is the only way to be eligible to receive a payment from the Settlement. Proofs of Claim must be postmarked (if mailed) or received (if submitted online) on or before July 25, 2022.</p> <p>If you already submitted a Proof of Claim form during the settlement with the Pfizer Defendants in 2021 in this case, you do not need to do anything. You will automatically be included as a member of the settlement with Mylan using the claim form you already submitted in 2021. No further action is needed on your part.</p> <p>If you did not already submit a Proof of Claim form in this case in 2021 during the settlement with the Pfizer Defendants, you will need to submit a Proof of Claim form.</p>
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION	<p>Write to the Court and explain why you object to the Settlement, the Plan of Allocation, and/or the request for attorneys’ fees, expenses, or service awards. Objections must be filed with the Court and received by the parties on or before June 8, 2022.</p>

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

<p>ATTEND THE SETTLEMENT HEARING ON <u>JULY 6, 2022 AT 9:30 A.M.</u>, AND FILE A NOTICE OF INTENTION TO APPEAR</p>	<p>Ask to speak in Court about the fairness of the Settlement. Requests to speak must be filed with the Court and served on the parties on or before June 8, 2022. If you submit a written objection, you may (but you do not have to) attend the hearing.</p>
<p>DO NOTHING NOW</p>	<p>If you already submitted a claim in this case for the Settlement with the Pfizer Defendants in 2021, you need not submit a second claim now.</p> <p>If you HAVE NOT previously submitted a claim, and do nothing, you will receive no payment. You will, however, still be a Class Member, which means that you give up your right to ever be part of any other lawsuit against the Mylan Defendants Released Parties about the legal claims being resolved by this Settlement, and you will be bound by any judgments or orders entered by the Court in the Action.</p>

SUMMARY OF THIS NOTICE

Description of the Action and the Class

This Notice relates to a proposed Settlement of claims in a pending class action alleging that Mylan violated certain state antitrust, federal racketeering, and other laws in the United States, harming competition and causing Class Members to overpay for EpiPen products. Mylan denies that it violated any laws and contends that its actions enhanced competition and did not cause Class Members to overpay. The Court previously certified the following Class:

All persons and entities in the United States who paid or provided reimbursement for some or all of the purchase price of Branded or authorized generic EpiPens for the purpose of consumption, and not resale, by themselves, their family member(s), insureds, plan participants, employees, or beneficiaries, at any time between August 24, 2011, and November 1, 2020; and

All persons and entities in the Antitrust States who paid or provided reimbursement for some or all of the purchase price of Branded EpiPens at any time between January 28, 2013, and November 1, 2020, for the purpose of consumption, and not resale, by themselves, their family member(s), insureds, plan participants, employees, or beneficiaries.

The “Antitrust States” are: Alabama, California, Florida, Hawaii, Illinois, Kansas,

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Maine, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New York, North Carolina, Tennessee, and Utah.

Those excluded from the Class are described on page 8 below. The proposed Settlement, if approved by the Court, will settle claims of the Class against Mylan only.

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$264,000,000 settlement fund has been established (the “Settlement Amount”). The Settlement Amount together with any interest earned thereon is the “Settlement Fund.” The Settlement Fund less: (a) any Taxes and Tax Expenses; (b) any Notice and Administration Expenses; and (c) any attorneys’ fees and litigation expenses and any service awards to Plaintiff Class Representatives in connection with their representation of the Class, awarded by the Court, will be distributed to Class Members under a proposed plan of allocation and distribution (“Plan of Allocation”) if approved by the Court, as summarized on page 10 below.

Statement of Potential Outcome of the Case

The Settling Parties do not agree on whether Plaintiffs would have prevailed on any of their claims against Mylan. They also do not agree on the amount of damages, if any, that would be recoverable if the Class prevailed on the claims alleged. Mylan denies that it has engaged in any wrongdoing as alleged by Plaintiffs, denies any liability whatsoever for any of the claims alleged by Plaintiffs, and denies that the Class has suffered any injuries or damages. The issues on which the Settling Parties disagree are many, but include: (1) whether Mylan engaged in conduct that would give rise to any liability to the Class under the RICO statute or certain state antitrust or other laws; (2) whether Mylan has valid defenses to any such claims of liability; (3) whether Plaintiffs and the Class suffered any damages by reason of Mylan’s alleged wrongdoing, as well as the alleged amount of, and methodology for estimating, any such damages; (4) whether the Court properly certified the Class; and (5) whether Mylan had other meritorious defenses to the alleged claims.

Statement of Attorneys’ Fees and Expenses Sought

Class Counsel (as defined on pages 12 and 13 below) will apply to the Court for an award of attorneys’ fees in an amount not to exceed one-third of the Settlement Amount, their expenses, and interest earned on these amounts at the same rate as earned by the Settlement Fund. Since the Court’s appointment of Plaintiffs’ leadership in September 2017, Class Counsel have expended considerable time and effort in the prosecution of this Action, including substantial preparation for trial, and have advanced the expenses of the Action in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. In addition, Plaintiffs will apply to the Court for service awards in connection with their representation of the Class.

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

Further Information

For further information regarding the Litigation or this Notice or to review the Settlement Agreement, please contact the Settlement Administrator toll-free at 1-877-221-7632, or visit the website www.EpiPenClassAction.com.

Please DO NOT Call the Court or Mylan with Questions About the Settlement.

Reasons for the Settlement

Plaintiffs' principal reason for entering into the Settlement with Mylan is the substantial benefit to the Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or, indeed, no recovery at all – might be achieved after trial, and likely appeals, a process that could last several years into the future.

Mylan has denied and continues to deny each and all of the claims alleged by Plaintiffs in the Action. Mylan has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. For Mylan, the principal reason for the Settlement is to eliminate the burden, expense, uncertainty and risks inherent in any litigation, especially in complex cases such as this Action.

WHAT IS THIS LAWSUIT ABOUT?

The Action is currently pending in the United States District Court for the District of Kansas before the Honorable Daniel D. Crabtree (the "Court"). The initial complaint was filed in 2016. Plaintiffs filed the Consolidated Complaint (the "Complaint") on October 17, 2017. The Complaint alleges, among other things, that Mylan and the Pfizer Defendants are liable for violations of certain state antitrust laws and federal racketeering laws in the United States, harming competition and causing class members to overpay for EpiPen[®] (epinephrine injection, USP) 0.3 mg Auto-Injectors; EpiPen Jr[®] (epinephrine injection, USP) 0.15 mg Auto-Injectors; or Epinephrine Injection, USP Auto-Injectors (the authorized generic for EpiPen[®]) (collectively, "EpiPen" products). Mylan denies that it violated any laws and contend that its actions enhanced competition and did not cause Class members to overpay.

This case has been vigorously litigated for over five years. After Plaintiffs filed the Complaint on October 17, 2017, the parties briefed arguments raised in Mylan's motions to dismiss. The Court granted in part and denied in part the motions to dismiss on August 20, 2018. Mylan answered the Complaint, denying all material allegations and asserting a number of defenses. Then, the parties engaged in discovery involving Mylan, the Pfizer Defendants, Plaintiffs, and numerous third parties, resulting in the production of over 1.75 million documents, totaling over 11 million pages, and 158 depositions of party witnesses, third parties, and experts.

Plaintiffs moved for class certification on December 7, 2018 and submitted four expert reports in support. Mylan opposed class certification and moved to exclude Plaintiffs' experts.

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Mylan also submitted their own expert reports in opposition to class certification, which Plaintiffs sought to exclude. A two-day evidentiary hearing was held on Plaintiffs' motion for class certification from June 11-12, 2019.

On February 27, 2020, the Court granted in part and denied in part Plaintiffs' motion for class certification, certified the Class defined above, appointed Plaintiffs as Class Representatives, and appointed Warren T. Burns, Paul J. Geller, Lynn Lincoln Sarko, Elizabeth C. Pritzker, and Rex A. Sharp as Class Counsel. The Court also denied all parties' motions to exclude experts. Mylan then filed a petition for interlocutory appellate review of that class certification decision with the United States Circuit Court of Appeals for the Tenth Circuit on March 12, 2020, which Plaintiffs opposed. The Tenth Circuit denied review on May 26, 2020.

On October 13, 2020, the Court approved the form and manner of notice to the certified Class, which commenced on November 1, 2020, and ended on January 15, 2021. A total of 1,423 persons and entities excluded themselves from the Class.

On July 15, 2020, Mylan moved for summary judgment, which Plaintiffs opposed. The parties also moved to exclude certain expert opinions. On June 23, 2021, the Court entered a Memorandum and Order on Mylan's motion for summary judgment and motions to exclude expert opinions, denying Mylan's motion for summary judgment as to Plaintiffs' generic delay antitrust claim, but granting Mylan's motion for summary judgment as to Plaintiffs' remaining claims, and granting in part and denying in part Mylan's motions to exclude Plaintiffs' experts.

On November 17, 2021, the Court granted final approval to Plaintiffs' settlement of the Action with the Pfizer Defendants, and entered a Final Judgment and Order of Dismissal with Prejudice Under Fed. R. Civ. P. 54(b) for the Pfizer Defendants Only.

Trial was set to commence in the Action against Mylan on February 22, 2022, based on the Pretrial Order dated July 17, 2020 (ECF No. 2169), later modified with a Trial Order entered on January 12, 2022 (ECF No. 2562).

The Plaintiffs and Mylan subsequently agreed, after settlement discussions, to settle the Action with Mylan in return for a cash payment of \$264,000,000 for the benefit of the Class.

THE COURT HAS NOT RULED AS TO WHETHER MYLAN IS LIABLE TO PLAINTIFFS OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AS TO MYLAN AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

HOW DO I KNOW IF I AM A CLASS MEMBER?

If you are a person or entity in the United States who paid or provided reimbursement for

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

some or all of the purchase price of branded or authorized generic EpiPens for the purpose of consumption, and not resale, by yourself, your family member(s), insureds, plan participants, employees, or beneficiaries, at any time between August 24, 2011, and November 1, 2020, and did not exclude yourself from the Class during the initial notice period, you are a Class Member. As set forth in the Settlement Agreement, excluded from the Class are:

- a. Defendants and their officers, directors, management, employees, subsidiaries, and affiliates;
- b. Government entities, other than government-funded employee benefit plans;
- c. Fully insured health plans (*i.e.*, plans that purchased insurance that covered 100% of the plan's reimbursement obligations to its members);
- d. "Single flat co-pay" consumers who purchased EpiPens or generic EpiPens only via a fixed dollar co-payment that is the same for all covered devices, whether branded or generic (*e.g.*, \$20 for all branded and generic devices);
- e. Consumers who purchased or received EpiPens or authorized generic equivalents only through a Medicaid program;
- f. All persons or entities who purchased branded or generic EpiPens directly from defendants;
- g. The judges in this case and members of their immediate families;
- h. All third-party payors who own or otherwise function as a Pharmacy Benefit Manager or control an entity who functions as a Pharmacy Benefit Manager; and
- i. Individual consumers whose only purchases of an EpiPen occurred before March 13, 2014 (the Generic Start Date).

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to participate in the distribution of proceeds from the Settlement, and you did not already submit a claim form in 2021 during the settlement with the Pfizer Defendants, you are required to submit a Proof of Claim available on the Settlement website and, if necessary, any required supporting documentation as set forth therein postmarked (if mailed) or submitted online on or before July 25, 2022. To confirm, you are not required to submit a claim form if you already submitted a claim form in 2021 as part of the settlement in this case with the Pfizer Defendants.

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$264,000,000. This fund, plus accrued interest and minus the costs of this Notice and all costs associated with the administration of the Settlement, including Taxes and Tax Expenses, as well as attorneys' fees and expenses, and any service awards to Plaintiffs in connection with their representation of the Class, as approved by the Court (the "Net Settlement Fund"), will be distributed to eligible Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

WHAT IS THE PROPOSED PLAN OF ALLOCATION AND DISTRIBUTION?

If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Class Members who timely submit valid Proofs of Claim in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve—or have already submitted a claim form as part of the settlement with the Pfizer Defendants in 2021. Class Members who do not timely submit valid Proofs of Claim (or did not already submit a claim form in 2021 as part of the settlement with the Pfizer Defendants) will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement. The Court may approve the proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website, www.EpiPenClassAction.com.

The Plan of Allocation is intended to partially compensate Class Members who purchased or provided reimbursement for EpiPen products during the Class Period and were allegedly damaged thereby.

ALLOCATION OF THE NET SETTLEMENT FUND

The Net Settlement Fund will be allocated into two pools, one for individual consumer Class Members and one for third-party payor ("TPP") Class Members. This allocation, which tracks Plaintiffs' estimated overall amount of damages suffered by individual consumer and TPP Class Members as a result of the claims in the Action, will be twenty percent (20%) for the individual consumer Class Member pool and eighty percent (80%) for the TPP Class Member pool.

Within each pool, a Class Member's actual recovery will be a proportion of that pool determined by that Class Member's allowed claim(s) compared to the total allowed claims of all Class Members in the same pool who submit acceptable and timely Proofs of Claim.

If the distributions in only one pool would result in all Class Members in that pool receiving more than all of their allowed claim amounts, and the second pool lacks sufficient funds to pay all Class Members in that pool all of their claims, then any excess funds remaining in the first pool after distribution will be reallocated to the second pool.

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

If you previously submitted a timely and valid claim form in connection with the settlement with the Pfizer Defendants, the Distribution Amount for your share of the Net Settlement Fund from this Settlement shall be combined with the Distribution Amount, if any, from the settlement with the Pfizer Defendants such that the Settlement Administrator may make one payment to you. Class Members who did not previously submit a claim in connection with the settlement with the Pfizer Defendants in this Action shall only receive a payment for this Settlement.

For more detailed information about the Plan of Allocation and the calculation of your claim, please visit the Settlement website at www.EpiPenClassAction.com.

ADDITIONAL PROVISIONS

Distributions will be made to Class Members after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after a reasonable amount of time from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Settlement Administrator shall, if feasible, reallocate such balance among Class Members, who successfully received and deposited, cashed or otherwise accepted a Distribution Amount and who would receive a distribution of at least \$5.00, in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class Members. Thereafter, any *de minimis* balance which still remains in the Net Settlement Fund shall be donated to the: (a) Allergy and Asthma Foundation of America; (b) Allergy and Asthma Network; (c) Allison Rose Foundation; and (d) Food Allergy & Anaphylaxis Connection Team, if approved by the Court.

Please contact the Settlement Administrator or Class Counsel if you disagree with any determinations made by the Settlement Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

DO I NEED TO CONTACT CLASS COUNSEL TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?

No. If you have received this Notice and timely submit or already submitted your Proof of Claim to the designated address, you need not contact Class Counsel. If your address changes, please contact the Settlement Administrator at:

EpiPen Settlement
c/o A.B. Data, Ltd.
P.O. Box 173113

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

Milwaukee, WI 53217
Email: info@EpiPenClassAction.com
www.EpiPenClassAction.com
Telephone: 1-877-221-7632

**THERE WILL BE NO PAYMENTS IF THE SETTLEMENT AGREEMENT IS
TERMINATED**

The Settlement Agreement may be terminated under several circumstances outlined in it. If the Settlement Agreement is terminated, the Action will proceed against Mylan as if the Settlement Agreement had not been entered into.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Settlement was reached after years of contested litigation, including at the motion to dismiss, class certification, and summary judgment stages. The parties also completed substantial document and deposition discovery. Nevertheless, a jury has not rendered any verdict in connection with Plaintiffs' claims against Mylan. Instead, Plaintiffs and Mylan have agreed to this Settlement to avoid the cost, delay, and uncertainty of further litigation.

As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did not agree to a Settlement. If Plaintiffs succeeded at trial, Mylan would likely file appeals that would postpone final resolution of the case. Continuation of the Action against Mylan could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable to the Class for several reasons. Specifically, if the Settlement is approved, the Class will receive a certain and immediate monetary recovery. Additionally, Class Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are a very favorable result for the Class.

Mylan is entering into this Settlement because it would be beneficial to avoid the burden, inconvenience, and expense associated with continuing the Action, and the uncertainty and risks inherent in any litigation. Mylan has determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in the Settlement Agreement. Mylan expressly disclaims and denies any wrongdoing or liability whatsoever.

WHO REPRESENTS THE SETTLEMENT CLASS?

The following attorneys are co-lead counsel for the Class:

Elizabeth C. Pritzker
PRITZKER LEVINE LLP
1900 Powell Street, Suite 450
Emeryville, CA 94608

Warren T. Burns
BURNS CHAREST LLP
900 Jackson Street, Suite 500
Dallas, TX 75202

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

Paul J. Geller
ROBBINS GELLER RUDMAN & DOWD LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432

Lynn Lincoln Sarko
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101

Rex A. Sharp
SHARP LAW, LLP
4820 West 75th Street
Prairie Village, KS 66208

If you have any questions about the Action, or the Settlement, you are entitled to consult with Co-Lead Class Counsel by contacting counsel at an address listed above.

You may obtain a copy of the Settlement Agreement by contacting the Settlement Administrator at:

EpiPen Settlement
c/o A.B. Data, Ltd.
P.O. Box 173113
Milwaukee, WI 53217
Email: info@EpiPenClassAction.com
www.EpiPenClassAction.com
Telephone: 1-877-221-7632

HOW WILL CLASS COUNSEL BE PAID?

Class Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Fairness Hearing. Class Counsel will apply for an attorneys' fee award on behalf of all Plaintiffs' counsel in the amount of up to one-third of the Settlement Amount, plus payment of Plaintiffs' counsel's expenses incurred in connection with this Action, plus interest earned on these amounts at the same rate as earned by the Settlement Fund. In addition, Plaintiffs will apply for service awards in connection with their representation of the Class to be approved by the Court. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Class Counsel.

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

**CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES,
THE REQUESTED PAYMENT OF EXPENSES AND/OR THE PLAN OF
ALLOCATION?**

Yes. If you are a Class Member and did not exclude yourself from the Class during the notice period, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees and expenses, Plaintiffs' request for service awards for representing the Class, and/or the Plan of Allocation. For any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Clerk of Court **by June 8, 2022**, at United States District Court for the District of Kansas, 500 State Avenue, Kansas City, KS 66101. You must also mail a copy of your objection to the following counsel representing the Settling Parties:

Rex A. Sharp
SHARP LAW, LLP
4820 West 75th Street
Prairie Village, KS 66208

Adam K. Levin
HOGAN LOVELLS US LLP
555 13th Street, NW
Washington, DC 20004

Counsel must also receive your objection by June 8, 2022.

To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement in the *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*. Any objection must: (i) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (ii) state that the objector is objecting to the proposed Settlement, Plan of Allocation, or application for attorneys' fees or expenses in this Action; (iii) state the objection(s) and the specific reasons for each objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (iv) state whether the objection applies only to the objector, to a subset of the Class, or to the entire Class; (v) identify all class actions to which the objector and his, her, or its counsel has previously objected; (vi) include documents sufficient to prove the objector's membership in the Class, such as the number of EpiPen products purchased, acquired, or paid for during the Class Period, as well as the dates and prices of each such purchase, acquisition, or payment; (vii) state whether the objector intends to appear at the Fairness Hearing; (viii) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (ix) state that the objector submits to the jurisdiction of the Court with respect to the objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement. Any Class Member who does not make their objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Settlement Agreement, to the Plan of Allocation, or to the award of fees and expenses to Class Counsel or any service awards to Plaintiffs, unless otherwise ordered by the Court. Class Members submitting written objections are not required to attend the Fairness Hearing, but any Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

an award of attorneys' fees and expenses must file and mail a written objection and indicate in the written objection their intention to appear at the hearing and to include in their written objections the identity of any witnesses they may call to testify and copies of any exhibits they intend to introduce into evidence at the Fairness Hearing. Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval.

WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Class Member and did not exclude yourself from the Class during the initial notice period, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

HOW CAN I GET A SETTLEMENT PAYMENT?

To qualify for a Settlement payment, you must timely complete and return the Proof of Claim if you did not already submit a Proof of Claim during the settlement with the Pfizer Defendants in this case in 2021. A Proof of Claim is available at www.EpiPenClassAction.com. Read the instructions carefully; fill out the Proof of Claim; sign it; and mail or submit it online so that it is **postmarked (if mailed) or received (if submitted online) no later than July 25, 2022**. If you do not submit a timely Proof of Claim with all of the required information, or did not already do so during the settlement in 2021 with the Pfizer Defendants, you will not receive a payment from the Settlement Fund. Unless you expressly exclude yourself from the Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes Final pursuant to the terms of the Settlement Agreement, all Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Mylan Defendants' Released Parties from all Plaintiffs' Released Claims.

- “Mylan Defendants' Related Parties” means any of the Mylan Defendants' past, present and future direct or indirect parents, subsidiaries, divisions, sister companies, affiliates, related entities, holding companies, unincorporated business units, vendors, independent contractors, stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).
- “Mylan Defendants' Released Parties” shall collectively refer to the Mylan Defendants and the Mylan Defendants' Related Parties.
- “Plaintiffs' Released Claims” means all claims, duties, demands, actions, causes of

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

action, allegations, rights, obligations, costs, losses, attorneys' fees and costs, liabilities and damages arising in whole or in part from or in connection with acts or omissions of any of the Mylan Defendants' Released Parties, of every kind or nature, whether known or unknown, suspected or unsuspected, asserted or unasserted, whether in law or in equity, in tort or contract, or arising under any statute or regulation, including without limitation any state or federal RICO statute, state or federal antitrust laws or any other federal or state or local or common law doctrine relating to antitrust or unfair competition, fraud, unjust enrichment, or consumer protection, based upon, arising out of, or relating in any way to Class Member's purchases of, payments for, or reimbursements for EpiPen products or otherwise relating in any way to the causes of action described which were asserted or could have been asserted in the Action, except for claims relating to the enforcement of the Settlement. However, nothing herein shall be construed to release any claims relating to physical injury related to the EpiPen. The relevant Release Dates are August 24, 2011 to November 1, 2020. Upon entry of the final approval of the Settlement, the Action shall be dismissed with prejudice as to Mylan. The Release shall extend to the Mylan Defendants' Released Parties. The Release shall be given by Plaintiffs and each member of the Class, on behalf of themselves and their spouses, associates, principals, trustees, agents, attorneys, partners, assigns, respective legal representatives, heirs, executors, administrators, predecessors, successors in interest, transferees and assignees, in their capacities as such. For the avoidance of doubt, the Plaintiffs' Released Claims do not include claims brought by direct purchasers in *KPH Healthcare Services, Inc. v. Mylan N.V.*, No. 2:20-cv-DDC-TJJ (D. Kan.) or *In re: EpiPen Direct Purchaser Litigation*, No. 0:20-cv-00827-ECT-JFD (D. Minn.).

THE FAIRNESS HEARING

The Court will hold a Fairness Hearing on July 6, 2022, at 9:30 a.m., before the Honorable Daniel D. Crabtree at the United States District Court for the District of Kansas, 500 State Avenue, Kansas City, Kansas 66101, Courtroom 643 for the purpose of determining whether: (1) the Settlement as set forth in the Settlement Agreement for \$264,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) the Judgment as provided under the Settlement Agreement should be entered; (3) to award Class Counsel attorneys' fees and expenses out of the Settlement Fund and, if so, in what amount; (4) to award Plaintiffs service awards in connection with their representation of the Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Fairness Hearing without further notice to Members of the Class.

Any Class Member may appear at the Fairness Hearing and be heard on any of the foregoing matters; provided, however, that no one shall be heard unless his, her, or its objection is made in writing and is filed, together with proof of membership in the Class and with copies of all other papers and briefs to be submitted by him, her, or it with the Court no later than **June 8, 2022**. The same documentation must be received by Counsel by **June 8, 2022**, as described above.

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

Unless otherwise directed by the Court, any Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the address set out above) by no later than **June 8, 2022**.

INJUNCTION

The Court has issued an order enjoining all Class Members from instituting, commencing, maintaining or prosecuting any action in any court or tribunal that asserts Plaintiffs' Released Claims against any of the Mylan Defendants' Released Parties, pending final determination by the Court of whether the Settlement should be approved.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the United States District Court for the District of Kansas. For a fee, all papers filed in this Action are available at www.pacer.gov. In addition, all of the Settlement documents, including the Settlement Agreement, this Notice, the Proof of Claim and proposed Judgment may be obtained by contacting the Claims Administrator at:

EpiPen Settlement
c/o A.B. Data, Ltd.
P.O. Box 173113
Milwaukee, WI 53217
Email: info@EpiPenClassAction.com
www.EpiPenClassAction.com
Telephone: 1-877-221-7632

In addition, you may contact the Settlement Administrator if you have any questions about the Action or the Settlement.

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

QUESTIONS? PLEASE CALL 1-877-221-7632
OR VISIT www.EpiPenClassAction.com

Exhibit C

**MUST BE POSTMARKED
ON OR BEFORE
July 25, 2022**

*In re EpiPen (Epinephrine Injection,
USP) Marketing, Sales Practices,
and Antitrust Litigation*

FOR OFFICIAL USE ONLY

Case No. 2:17-md-02785-DDC-TJJ, MDL No. 2785 (D. Kan.)

CONSUMER PROOF OF CLAIM

If you submitted a Proof of Claim form in 2021 as part of the settlement in this case with the Pfizer Defendants and you wish to participate in the settlement with the Mylan Defendants as well, you **DO NOT** need to do anything further and **DO NOT** need to submit a new Proof of Claim form. You should only submit a Proof of Claim form now if you wish to participate in the settlement with the Mylan Defendants and did not previously submit a Proof of Claim form. If you submit a Proof of Claim form now, YOUR CLAIM MUST BE POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE **July 25, 2022**.

Submit the Proof of Claim form using the Settlement Administrator's website, www.EpiPenClassAction.com

OR

Mail your claim to:

EpiPen Settlement
c/o A.B. Data, Ltd
P.O. Box 173113
Milwaukee, WI 53217

**ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT BY
CONSUMERS. IF YOU ARE A THIRD-PARTY PAYOR AND WANT TO
MAKE A CLAIM, PLEASE FILL OUT THE THIRD PARTY PAYOR FORM**

Section A: Claimant Identification

Claimant's Name

Agent/Legal Representative

Street Address

City

State

Zip

Mobile Telephone Number

Email Address*

*By providing your email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.

Unless you affirmatively select alternative means for payment, all settlement payments will be digitally sent to you via email. Please ensure you provide a current, valid email address and mobile phone number with your claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email and/or mobile phone text notifying you of your Settlement payment, you will be provided with a number of digital payment options such as PayPal, Venmo, Apple Pay, Amazon, or direct deposit, to immediately receive your settlement payment. The email and/or text will also give you the option to request a paper check.

Section B: Should I File a Claim Form?

In order to be eligible to file a claim form and receive a cash distribution from the proposed Settlement, you must be a person or entity in the United States who paid or provided reimbursement for some or all of the purchase price of branded EpiPen® or EpiPen Jr® (collectively, “EpiPen”) devices or authorized generic versions of EpiPen devices for the purpose of consumption, and not resale, by yourself or your family member(s) at any time between August 24, 2011, and November 1, 2020.

Several groups are excluded from the Class and are not eligible to file a claim form and receive a cash distribution from the proposed Settlement, even if they otherwise meet the definition above. The following groups are excluded from Class:

- a. Any person or entity who is an officer, director, manager, employee, subsidiaries, or affiliate; of Pfizer, Inc., Meridian Medical Technologies, Inc., King Pharmaceuticals, Inc. (n/k/a King Pharmaceuticals LLC), Mylan N.V., Mylan Specialty L.P., or Mylan Pharmaceuticals Inc. (together, the “Defendants”);
 - b. Insured consumers who purchased branded or authorized generic EpiPen devices only via a fixed dollar co-payment that is the same for all covered devices, whether branded or generic, regardless of the price of the device (e.g., \$20 for all branded and generic devices);
 - c. Consumers who purchased or received branded or authorized generic EpiPen devices only through a Medicaid program;
 - d. Consumers who only purchased branded or authorized generic EpiPen devices directly from one or more of the Defendants;
 - e. Any of the judges in this case and members of their immediate families;
 - f. Consumers whose only purchases of an EpiPen occurred before March 13, 2014, and;
 - g. Any person who has previously opted out of the Class in this case.
- By checking this box, I confirm that I have read the definition of the Class and I am not excluded from participating in the proposed Settlement.

Section C: Purchase Information

Provide the total number of EpiPen devices that you purchased AND the total amount of your out-of-pocket expenditures for purchases or reimbursement of branded or authorized generic EpiPen devices between August 24, 2011, and November 1, 2020:

Number of branded and authorized generic EpiPen devices purchased between August 24, 2011 and November 1, 2020:	
Total amount of out-of-pocket expenditures you paid for the EpiPen purchases identified above:	\$

Were the EpiPen purchases identified above made using some form of insurance benefit that covered some of the costs of those purchases: Yes _____ No _____ (please check one).

If you used some form of insurance benefit, identify the name(s) of one or more of your insurer(s): _____

Section D: Note Regarding Documentation

You do not need to provide any documentation at this time. However, the Settlement Administrator may ask for additional proof supporting your claim. Any one of the following would be acceptable as claim documentation for the purchase information set forth in Section C above, if requested by the Settlement Administrator:

1. Itemized receipts, cancelled checks, or credit card statements that show payment(s) for branded or authorized generic EpiPen devices; or
2. An EOB (explanation of benefits) from your insurer that shows you paid for branded or authorized generic EpiPen devices; or
3. Records from your pharmacy showing that you paid for branded or authorized generic EpiPen devices; or
4. Copies of records showing prescriptions written for branded or authorized generic EpiPen devices.

Section E: Certification

I have read and am familiar with the contents of this Proof of Claim. I certify that the information I have set forth above is true, correct and complete to the best of my knowledge. I certify that I or the Class Member I represent paid the total amount set forth above in out-of-pocket expenditures for purchases or reimbursements of brand or authorized generic versions of EpiPen prescriptions between August 24, 2011, and November 1, 2020, inclusive. I further certify that I or the Class Member I represent did not opt out of the certified Class in this Action. Nor did I or the Class Member I represent purchase such brand or authorized generic versions of EpiPen for purposes of resale.

In addition, I: (1) have not (or the represented Class Member has not) served as counsel, officer, director, agent, or employee of any of the Defendants, or a corporate parent, subsidiary, affiliate, or other related entity thereof; (2) did not only purchase branded or authorized generic EpiPen devices via a fixed dollar co-payment that is the same for all covered devices, whether branded or generic (e.g., \$20 for all branded and generic devices); (3) did not purchase or receive branded or authorized generic EpiPen devices only through a Medicaid program; (4) did not purchase branded or authorized generic EpiPen devices directly from Defendants; (4) am not one of the judges in this case or a member of their immediate families; and (5) did not only purchase a branded or authorized generic EpiPen before March 13, 2014.

To the extent I have been given authority to submit this Proof of Claim by a Class Member on his or her behalf, and accordingly am submitting this Proof of Claim in the capacity of an Authorized Agent with authority to submit it by the Class Member identified on a separate sheet of paper submitted with this form, and to the extent I have been authorized to receive on behalf of this Class Member(s) any and all amounts that may be allocated to him or her from the Settlement Fund, I certify that such authority has been properly vested in me and that I will fulfill all duties I may owe the Class Member. In the event amounts from the Settlement Fund are distributed to me and a Class Member later claims that I did not have the authority to claim and/or receive such amounts on its behalf, I and/or my employer will hold the Class, counsel for the Class, and the Settlement Administrator harmless with respect to any claims made by the Class Member.

I hereby submit to the jurisdiction of the United States District Court for the District of Kansas for all purposes connected with this Proof of Claim, including resolution of disputes relating to this Proof of Claim. I acknowledge that any false information or representations contained herein may subject me to sanctions, including the possibility of criminal prosecution. I agree to supplement this Proof of Claim by furnishing documentary backup for the information provided herein, upon request of the Settlement Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Proof of Claim form was executed this _____ day of _____, 2022.

Signature

Print or Type Name

If you have not completed this Claim Form online and submitted it electronically through the Settlement Administrator’s website, you must mail the completed Claim Form postmarked on or before **July 25, 2022**, to the following address:

EpiPen Settlement
 c/o A.B. Data, Ltd.
 P.O. Box 173113
 Milwaukee, WI 53217

Toll-Free Telephone: 1-877-221-7632

Website: www.EpiPenClassAction.com

REMINDER CHECKLIST:

1. If you did not already submit a Proof of Claim form in 2021 as part of the settlement with the Pfizer Defendants in this case, please complete and sign the above Proof of Claim form. Attach or upload any documentation supporting your claim if you chose to submit documentation with your claim. If you did already submit a Proof of Claim form in 2021 as part of the settlement with the Pfizer Defendants, you do not need to submit a second Proof of Claim form.
2. Keep a copy of your Proof of Claim form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Proof of Claim form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement website or U.S. Mail (the addresses are listed above).

**MUST BE POSTMARKED
ON OR BEFORE
July 25, 2022**

FOR OFFICIAL USE ONLY

*In re EpiPen (Epinephrine Injection, USP)
Marketing, Sales Practices,
and Antitrust Litigation*

Case No. 2:17-md-02785-DDC-TJJ, MDL No. 2785 (D. Kan.)

THIRD PARTY PAYOR PROOF OF CLAIM

If you submitted a Proof of Claim form in 2021 as part of the settlement in this case with the Pfizer Defendants and you wish to participate in the settlement with the Mylan Defendants as well, you **DO NOT** need to do anything further and **DO NOT** need to submit a new Proof of Claim form. You should only submit a Proof of Claim form now if you wish to participate in the settlement with the Mylan Defendants and did not previously submit a Proof of Claim form. If you submit a Proof of Claim form now, YOUR CLAIM MUST BE POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE **July 25, 2022**.

Submit the Proof of Claim form using the Settlement Administrator's website, www.EpiPenClassAction.com

OR

Mail your claim to: EpiPen Settlement, c/o A.B. Data, Ltd, P.O. Box 173113, Milwaukee, WI 53217

**ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF
A THIRD-PARTY PAYOR, NOT INDIVIDUAL CONSUMERS. IF YOU ARE
AN INDIVIDUAL CONSUMER AND WANT TO MAKE A CLAIM, PLEASE
FILL OUT THE CONSUMER FORM.**

PART I – CLAIMANT IDENTIFICATION

SECTION A	OR	SECTION B
ONLY IF YOU ARE FILING AS A CLASS MEMBER FOR YOUR COMPANY'S HEALTH PLAN		ONLY IF YOU ARE AN AUTHORIZED AGENT FILING ON BEHALF OF ONE OR MORE CLASS MEMBERS

Section A: Company or Health Plan Class Member

Company or Health Plan Name

Contact Name

Address 1

Address 2

City

State

Zip

Area Code – Telephone Number

Tax Identification Number

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers (“FEINs”) it has used since August 24, 2011.

Health Insurance
Company/HMO

Self-Insured Employee
Health Plan

Self-Insured
Welfare Fund

Health &

Other (Explain)

Section B: Authorized Agent Only

** As an Authorized Agent, please check how your relationship with the Class Member(s) is best described:

Third Party Administrator

Pharmacy Benefit Manager

Other (Explain)

Authorized Agent’s Company Name

Contact Name

Address 1

Address 2

City

State

Zip

Area Code – Telephone Number

Authorized Agent’s Tax Identification Number

Email Address

Please list the name and FEIN of every Class Member (*i.e.*, Company or Health Plan) for whom you have been duly authorized to submit this Claim Form (attach additional sheets to this Proof of Claim as necessary).

Alternatively, you may submit the requested list of Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file saved on a disk. Please contact the Settlement Administrator to determine what formats are acceptable.

CLASS MEMBER'S NAME	CLASS MEMBER'S FEIN

PART II – AMOUNT CLAIMED

Please type or print in the box below, the total amount paid or reimbursed for brand and authorized generic EpiPen® or EpiPen Jr® (collectively, “EpiPen”) devices, net of co- pays, deductibles, and co- insurance, between August 24, 2011, and November 1, 2020, inclusive.

Please note that certain groups have been excluded from the Class in this case. Do not submit a claim for or on behalf of any of the following excluded groups:

- a. Pfizer, Inc., Meridian Medical Technologies, Inc., King Pharmaceuticals, Inc. (n/k/a King Pharmaceuticals LLC), Mylan N.V., Mylan Specialty L.P., Mylan Pharmaceuticals Inc., and their officers, directors, managers, employees, subsidiaries, and affiliates (collectively, the “Defendants”)
- b. Government entities, other than government-funded employee benefit plans;
- c. Fully insured health plans (*i.e.*, plans that purchased insurance that covered 100% of the plan’s reimbursement obligations to its members);
- d. Entities that purchased branded or authorized generic EpiPen devices directly from one or more of the Defendants;
- e. All third-party payors who own or otherwise function as a Pharmacy Benefit Manager or control an entity who functions as a Pharmacy Benefit Manager; and
- f. Any entity that previously opted out of the Class in this action.

EPIPEN PRESCRIPTIONS	TOTAL AMOUNT PAID
Purchases or Reimbursements between August 24, 2011, and November 1, 2020, for Brand or authorized generic EpiPen devices.	\$

You must submit claims data and information in support of the purchase amounts stated above if your total net claim amount is more than \$300,000. Instructions on how to do so are found in the Claims Documentation Instructions on the Settlement Administrator’s website or included with this Claim Form. If your total net claim is \$300,000 or less, you need not provide complete claims data with this Claim Form, but the Settlement Administrator may require supporting documentation after reviewing your Claim.

PART III – CERTIFICATION

I (We) have read and am (are) familiar with the contents of this Claim Form. I (We) certify that the information I (we) have set forth above and in any documents attached by me (us) are true, correct and complete to the best of my (our) knowledge. I (We) certify that I (we) of the Class Member(s) I (we) represent paid the total amount set forth above in expenditures for purchases or reimbursements of branded or authorized generic EpiPen devices in the United States and its territories and possessions including Puerto Rico between August 24, 2011, and November 1, 2020, inclusive. I (We) further certify that I (we) or the Class Member(s) I (we) represent did not opt out of the certified Class in this Action. Nor did I (we) or the represented Class Member(s) purchase such EpiPen devices for purposes of resale. In addition, I (we): (1) have not (or the represented Class Member has not) served as counsel, officer, director, agent, or employee of one of the Defendants, or a corporate parent, subsidiary, affiliate, or other related entity thereof; and (2) did not purchase branded or authorized generic EpiPen devices directly from Defendants; and (3) do not own or otherwise function as a Pharmacy Benefit Manager or control an entity who functions as a Pharmacy Benefit Manager.

To the extent I (we) have been given authority to submit this Proof of Claim by a Class Member(s) on its behalf, and accordingly am submitting this Proof of Claim in the capacity of an Authorized Agent with authority to submit it by the Class Member(s) identified on a separate sheet of paper submitted with this form, and to the extent I (we) have been authorized to receive payment on behalf of this Class Member(s). In the event amounts from the Settlement Fund are distributed to me (us) and a Class Member(s) later claims that I (we) did not have authority to claim and/or receive such amounts on its behalf, I (we) and/or my (our) employer will hold the Class, counsel for the Class, and the Settlement Administrator harmless with respect to any claims made by the Class Member(s).

I (We) hereby submit to the jurisdiction of the United States District Court for the District of Kansas for all purposes connected with the Proof of Claim, including resolution of disputes relating to this Proof of Claim. I (we) acknowledge that any false information or representations contained herein may subject me (us) to sanctions, including the possibility of criminal prosecution. I (we) agree to supplement this Proof of Claim by furnishing documentary backup for the information provided herein, upon request of the Settlement Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Proof of Claim form was executed this _____ day of _____, 2022.

Signature

Position/Title

Print Name

Date

If you have not completed this Claim Form online and submitted it electronically through the Settlement Administrator's website, you must mail the completed Claim Form, along with any supporting documentation as described above, postmarked on or before **July 25, 2022**, to the following address:

EpiPen Settlement
c/o A.B. Data, Ltd.
P.O. Box 173113
Milwaukee, WI 53217

Toll-Free Telephone: 1-877-221-7632

Website: www.EpiPenClassAction.com

REMINDER CHECKLIST:

1. If you did not already submit a Proof of Claim form in 2021 as part of the settlement with the Pfizer Defendants in this case, please complete and sign the above Proof of Claim form. Attach or upload any documentation supporting your claim if you chose to submit documentation with your claim. If you did already submit a Proof of Claim form in 2021 as part of the settlement with the Pfizer Defendants, you do not need to submit a second Proof of Claim form.
2. Keep a copy of your Proof of Claim form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Proof of Claim form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement Website or U.S. Mail (the addresses are listed above).

United States District
Court District of Kansas

*In re EpiPen (Epinephrine Injection, USP)
Marketing, Sales Practices, and Antitrust
Litigation*

Case No. 2:17-md-02785-DDC-TJJ (MDL No. 2785)

INSTRUCTIONS FOR SUBMITTING YOUR THIRD-PARTY PAYOR PROOF OF CLAIM

The information you provide will be kept confidential and will be used only for administering this Settlement. If you have any questions, please call the Settlement Administrator at **1-877-221-7632**.

A TPP Class Member or an authorized agent can complete this Claim Form. If both a Class Member and its authorized agent submit a Claim Form, the Settlement Administrator will only consider the Class Member's Claim Form. The Settlement Administrator may request supporting documentation. The claim may be rejected if any requested documentation is not provided in a timely manner.

If you are a **Class Member** submitting a Claim Form on your own behalf, you must provide the information requested in "**Part 1, Section A – COMPANY OR HEALTH PLAN CLASS MEMBER ONLY**," in addition to the other information requested by this Claim Form.

If you are an **authorized agent** of one or more Class Members, you must provide the information requested in "**Part 1, Section B – AUTHORIZED AGENT ONLY**," in addition to the other information requested by this Claim Form.

You may submit a separate Claim Form for each Class Member, OR you may submit one Claim Form for all such Class Members as long as you provide the information required for each Class Member on whose behalf you are submitting the form.

If you are submitting Claim Forms both on your own behalf as a Class Member AND as an authorized agent on behalf of one or more Class Members, you should submit one Claim Form for yourself, completing Section A and another Claim Form or Forms as an authorized agent for the other Class Member(s), completing Section B. **Do not submit a Claim Form on behalf of any Class Member unless that Class Member provided prior authorization to submit the Claim Form.**

If you did not already submit a Proof of Claim form in 2021 as part of the settlement with the Pfizer Defendants, you must complete and submit this Proof of Claim form either on paper or electronically on the Settlement website in order to qualify to receive a payment from this Settlement, and you may need to provide certain requested documentation to substantiate your Claim.

If you did not already submit a Proof of Claim form in 2021 as part of the settlement with the Pfizer Defendants, your failure to complete and submit the Proof of Claim form postmarked or filed online by **July 25, 2022**, will prevent you from receiving any payment from this Settlement. Submission of this Proof of Claim form does not ensure that you will share in the payments related to the Settlement. If the Settlement Administrator disputes a material fact concerning your Claim, you will have the right to present information in a dispute resolution process.

CLAIM DOCUMENTATION REQUIREMENTS

You must provide all the information requested in "Part II: Amount Claimed." You must submit claims data and information in support of the purchase amounts stated above if your total net claim amount is more than \$300,000. Your claimed purchase amounts of Brand or authorized generic EpiPen devices must be net of co-pays, deductibles, and co-insurance.

If you must submit claims data and information, it is mandatory that you provide the data for all categories listed below. Affidavits that do not include the information listed below will not be accepted.

- a) Unique patient identification number or code.
- b) NDC Number (a list of NDC Numbers is included with this Proof of Claim form) – e.g., 00000-0000-00
- c) Fill Date or Date of Service – e.g., 01/01/2007
- d) Location (State) of Service – e.g., CA
- e) Amount Billed (not including dispensing fee) – e.g., \$40.00
- f) Amount Paid by TPP net of co-pays, deductibles, and co-insurance – e.g., \$20.00

If you are submitting a Proof of Claim form on behalf of multiple Class Members, also provide the following information for each prescription:

- g) Plan or Group Name.
- h) Plan or Group FEIN – provide group number for each transaction.

Information submitted will be covered by the Protective Order entered by the Court. For your convenience, an exemplar spreadsheet containing these categories is attached at the end of this Proof of Claim form. In addition, an Excel spreadsheet can be downloaded from the Settlement Website, www.EpiPenClassAction.com. Please use this format if possible. A list of the NDCs that will be considered by the Settlement Administrator is provided following the exemplar spreadsheet.

If possible, please provide the electronic data in either Microsoft Excel format or ASCII flat file pipe “|” or tab-delimited or fixed-width format.

Please contact the Settlement Administrator at **1-877-221-7632** with any questions about the required claims data.

Exhibit D

EpiPen® (“EpiPen”) Auto-Injector Class Action Settlement with Mylan for \$264 Million

*In re EPIPEN (EPINEPHRINE INJECTION, USP) MARKETING,
SALES PRACTICES AND ANTITRUST LITIGATION*
Case No. 2:17-md-02785-DDC-TJJ, MDL 2785 (District of Kansas)

To register to receive compensation, visit www.EpiPenClassAction.com

Who Is Eligible?

People or entities that paid for some or all of the purchase price of a branded or authorized generic EpiPen® or EpiPen Jr® for the purpose of consumption, and not resale. This includes:

- Yourself
- Family members
- Plan participants or employees

This lawsuit asserts that Defendants violated certain state antitrust, federal racketeering, and other laws, harming competition and causing class members to overpay for EpiPen products. Defendants deny these allegations. **PLEASE NOTE: This is NOT a recall, safety, or other similar notice. No one is claiming that EpiPen products are unsafe or ineffective.**

If you purchased or paid for an EpiPen® or EpiPen Jr® Auto-Injector at any time between August 24, 2011 and November 1, 2020, your rights may be affected by this class action settlement with Mylan.

If you fall into one of these categories you are a Class Member (unless you are excluded by the class definition, available on the settlement website) and you may:

1. Share in the distribution of settlement funds OR
2. Object. Any objection to the Settlement, the Plan of Allocation, or the fee and expense application must be filed with the Court and sent to and received by counsel for the parties **no later than June 8, 2022:**

Clerk of the Court
United States District Court, District of Kansas
500 State Avenue
Kansas City, KS 66101

Rex A. Sharp
SHARP LAW, LLP
4820 West 75th Street
Prairie Village, KS 66208

Adam K. Levin
HOGAN LOVELLS US LLP
555 13th Street, NW
Washington, DC 20004

If you are a Class Member and did not timely request exclusion prior to January 15, 2021, you will be bound by any judgment in the Action. You may appear in court through an attorney at your expense. The Court will hold a hearing on July 6, 2022 at 9:30 a.m. Central Time to consider whether to approve the Settlement, attorneys' fees, expenses and service awards.

To share in the distribution of the Net Settlement Fund, Class members who did not already submit a Proof of Claim form as part of the settlement in this case with the Pfizer Defendants in 2021 must submit a Proof of Claim through the settlement website or by mail. If submitted through the settlement website, the Proof of Claim must be received no later than July 25, 2022. If submitted by mail, the Proof of Claim must be postmarked no later than July 25, 2022. Unless the deadline is extended, failure to submit your timely Proof of Claim will preclude you from receiving any payment from the Settlement. **If you previously submitted a Proof of Claim in this case in 2021 as part of the settlement with Pfizer, you do not need to submit a second Proof of Claim and your Proof of Claim will apply to both settlements.**

For more information about how to participate in this proposed class action settlement with Mylan, please visit www.EpiPenClassAction.com, call 1-877-221-7632, or write to:

EpiPen Settlement
c/o A.B. Data, Ltd.
P.O. Box 173113
Milwaukee, WI 53217

Exhibit E

UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

In re EPIPEN (EPINEPHRINE INJECTION,) Civil Action No. 2:17-md-02785-DDC-TJJ
USP) MARKETING, SALES PRACTICES) (MDL No: 2785)
AND ANTITRUST ACTION)
_____)
This Document Relates To:)
CONSUMER CLASS CASES.)
_____)

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH
PREJUDICE AS TO THE MYLAN DEFENDANTS

This matter came before the court on July 6, 2022, as scheduled by the Order (I) Preliminarily Approving the Settlement Pursuant to Fed. R. Civ. P. 23(e)(1), (II) Appointing the Settlement Administrator, (III) Approving Form and Manner of Notice to Class Members, (IV) Scheduling a Final Fairness Hearing to Consider Final Approval of the Settlement, and (V) Granting Related Relief (“Order”) dated _____, 2022 (Doc. ____), and on the Class Plaintiffs’ Motion for Final Approval of Settlement, Approval of Plan of Allocation, and Award of Attorneys’ Fees, Expenses, and Service Awards (Doc. ____). The court finds due and adequate notice was given to the Class as required in the Order. And, after considering all papers filed and proceedings had herein and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** by the court that:

1. This Final Judgment and Order of Dismissal with Prejudice as to the Mylan Defendants (“Judgment”) incorporates by reference: (a) the Stipulation of Class Action Settlement (the “Settlement Agreement”); (b) the Notice of Proposed Settlement of Class Action and Summary Notice (collectively, the “Notice”); and (c) Declaration of the Settlement Administrator filed with this court on February 28, 2022. All terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise set forth herein.

2. This court has jurisdiction over the subject matter of the Action and Other Actions and over all Settling Parties to the Action and Other Actions, including all Class Members.

3. The Notice given to the Class was the best notice practicable under the circumstances and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said Notice fully satisfied the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)), the United States Constitution (including the Due Process Clause), the Rules of this Court, and other applicable law.

4. Under Rule 23 of the Federal Rules of Civil Procedure, the court now affirms its determinations in the Order, fully and finally approves the Settlement set forth in the Settlement Agreement in all respects, and finds that:

(a) the Settlement Agreement and the Settlement contained therein, are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class;

(b) there was no collusion in connection with the Settlement;

(c) the Settlement was the product of informed, arm's-length negotiations among competent, able counsel; and

(d) the record is sufficiently developed and complete to have enabled the Plaintiff Class Representatives and the Mylan Defendants to have adequately evaluated and considered their positions.

5. The court thus authorizes and directs implementation and performance of all the terms and provisions of the Settlement Agreement, as well as the terms and provisions of this Judgment. Except for any individual claims of those persons or entities who have validly and timely requested exclusion from the Class, as set forth on Exhibit F to Class Plaintiffs' Final Status Report Re Implementation of Class Notice (ECF No. 2323-1) and in the Pfizer Settlement Final Judgment (ECF No. 2507 at 8), the court hereby dismisses the Action and Other Actions as to the Mylan Defendants and all Plaintiffs' Released Claims against the Mylan Defendants' Released Parties with prejudice. The Settling Parties are to bear their own costs, except for and to the extent provided in the Settlement Agreement, and any separate order(s) entered by the court regarding Class Counsel's Motion for Award of Attorneys' Fees and Expenses.

6. The Releases set forth in Section 4 of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated by reference into this order. The court thus orders that:

(a) Upon the Effective Date, and as provided in the Settlement Agreement, Plaintiff Class Representatives shall, and each of the Class Members shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all Plaintiffs' Released Claims against the Mylan Defendants' Released Parties, whether or not such Class Member shares in the Settlement Fund. Claims to enforce the terms of the Settlement Agreement are not released.

(b) Plaintiff Class Representatives and all Class Members, and anyone claiming through or on behalf of any of them, are hereby forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any of the Plaintiffs' Released Claims against any of the Mylan Defendants' Released Parties.

(c) Upon the Effective Date, and as provided in the Settlement Agreement, each of the Mylan Defendants' Released Parties shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs' Released Persons, including Class Counsel, from all Defendants' Released Claims, except for claims relating to the enforcement of the Settlement.

7. Upon the Effective Date, any and all persons or entities shall be permanently barred, enjoined, and restrained, to the fullest extent permitted by law, from bringing, commencing, prosecuting, or asserting any and all claims, actions, or causes of action for contribution or indemnity or otherwise against the Mylan Defendants or any of the Mylan Defendants' Released

Parties seeking as damages or otherwise the recovery of all or any part of any liability, judgment, or settlement which they pay or obligated or agree to pay to the Class or any Class Member, arising out of, based upon, relating to, concerning, or in connection with any facts, statements or omissions that were or could have been alleged in the Action and Other Actions. Notwithstanding the foregoing, nothing herein shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Stipulation, the Settlement, or this Judgment.

8. Any Plan of Allocation and Distribution submitted by Class Counsel or any order entered deciding any attorneys' fees, expenses, or service awards to the Plaintiff Class Representatives shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

9. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Plaintiffs' Released Claim, or of any wrongdoing or liability of the Mylan Defendants or Mylan Defendants' Related Parties, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Mylan Defendants or Mylan Defendants' Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Mylan Defendants and/or Mylan Defendants' Related Parties may file the Settlement Agreement and/or this Judgment from this action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion or similar defense.

10. Without affecting the finality of this Judgment in any way, this court hereby retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, expenses, and service awards to Plaintiff Class Representatives; (d) all parties herein for the purpose of construing, enforcing, and administering the Settlement Agreement; (e) the Class Members for all matters relating to the Action; and (f) other matters related or ancillary to the foregoing. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any person or entity to participate in the distribution of the Net Settlement Fund, shall remain under the authority of this court.

11. The court finds that during the course of the Action and Other Actions, the Settling Parties and their respective counsel at all times complied with the applicable rules of procedure, including Federal Rule of Civil Procedure 11.

12. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Effective Date does not occur, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation and the Settlement Fund shall be returned in accordance with the Settlement Agreement.

13. Without further order of the court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

14. The court directs immediate entry of this Judgment by the Clerk of the Court.

IT IS SO ORDERED.

Dated this ____ day of _____, 2022, at Kansas City, Kansas.

DANIEL D. CRABTREE
UNITED STATES DISTRICT JUDGE

Exhibit 2

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

In re EPIPEN (EPINEPHRINE INJECTION, USP) MARKETING, SALES PRACTICES AND ANTITRUST LITIGATION)	Civil Action No. 2:17-md-02785-DDC-TJJ (MDL No. 2785)
_____)	DECLARATION OF ERIC SCHACHTER OF A.B. DATA, LTD. IN SUPPORT OF CLASS
This Document Relates To:)	PLAINTIFFS’ MOTION FOR
CONSUMER CLASS CASES)	PRELIMINARY APPROVAL OF
_____)	SETTLEMENT WITH THE MYLAN DEFENDANTS

I, Eric Schachter, declare as follows:

1. I am a Vice President with A.B. Data, Ltd. (“A.B. Data”). I am fully familiar with the facts contained herein based upon my personal knowledge, and if called as a witness, could and would testify competently thereto. I submit this declaration at the request of Class Plaintiffs in connection with the above-captioned action (the “Action”).

2. I have implemented and coordinated some of the largest and most complex class action notice and administration programs in the country. The scope of my work includes notification, claims processing, and distribution programs in all types of class actions, including but not limited to consumer, antitrust, securities, ERISA, insurance, and government agency settlements.

3. A.B. Data has also been appointed as notice, claims, and/or settlement administrator in hundreds of high-volume consumer, civil rights, insurance, antitrust, ERISA, securities, and wage and hour class action cases. A profile of A.B. Data’s background and capabilities is included as **Exhibit A**.

4. Some of A.B. Data’s team members have more than 20 years of experience administering settlements of pharmaceutical antitrust class actions, which includes more than 25

indirect purchaser pharmaceutical class cases. A.B. Data has also recently been appointed Settlement Administrator in a number of high-profile, end-user pharmaceutical antitrust matters, including, but not limited to: *In re Loestrin 24 Fe Antitrust Litigation*, MDL No. 2472 (D. RI); *The Hospital Authority of Metropolitan Government of Nashville and Davidson County v. Momenta Pharmaceuticals, Inc.*, Civil No. No. 15-CV-01100 (M.D. Tenn.); *Vista Healthplan, Inc., et al. v. Cephalon, Inc. et al.*, Civil No. 06-CV-01833; and *In re Aggrenox Antitrust Litigation*, Civil Action No. 3:14-md-2516 (D. Conn.).

5. Pursuant to the Court’s Memorandum and Order entered on June 1, 2020 (the “Class Certification Notice Order”) and Order (I) Preliminarily Approving Settlement Under Fed. R. Civ. P. 23(e)(1), (II) Appointing the Settlement Administrator, (III) Approving Form and Manner of Notice to Class Members, (IV) Scheduling a Final Fairness Hearing to Consider Final Approval of the Settlement, and (V) Granting Related Relief entered on July 23, 2021 (the “Pfizer Preliminary Approval Order”), A.B. Data has been acting as the Court-appointed Notice Administrator and Settlement Administrator in connection with the litigation notice ordered by this Court and the first settlement in this Action with the Pfizer Defendants (the “Pfizer Settlement”). I understand from Class Plaintiffs that a proposed settlement has now been reached with the remaining Defendants (the “Mylan Settlement”).

6. This declaration summarizes a proposed Notice Plan for the Mylan Settlement in this Action (the “Notice Plan”), attached as **Exhibit B**. The Notice Plan, which is substantially similar to the successful class certification and settlement notice plans A.B. Data effectuated pursuant to the Class Certification Order and the Pfizer Preliminary Approval Order, is designed to provide notice to potential Class Members generally defined as follows:

All persons and entities in the United States who paid or provided reimbursement for some or all of the purchase price of Branded or

authorized generic EpiPens for the purpose of consumption, and not resale, by themselves, their family member(s), insureds, plan participants, employees, or beneficiaries, at any between August 24, 2011, and November 1, 2020.

7. As detailed below, the Notice Plan features: (i) direct notice by a combination of email and mail to potential consumer Class Members and claimants previously identified; (ii) direct notice to potential third-party payor (“TPP”) Class Members using A.B. Data’s proprietary database (the “TPP Database”); (iii) a digital advertising campaign on numerous digital and social media platforms; (iv) a print advertisement in *People* magazine; (v) a news release disseminated over *PR Newswire*; and (vi) a toll-free telephone number and case-specific website to address potential Class Member inquiries.

DIRECT NOTICE

8. In its role as Notice and Settlement Administrator in connection with the Pfizer Settlement, A.B. Data has been responsible for receiving potential Class Member information through data produced by third parties and claims submitted by potential Class Members. Through those efforts, A.B. Data has contact information for over 8 million potential consumer and TPP Class Members. A.B. Data will use this contact information to provide direct notice by a combination of email and mail. Since there is no exhaustive contact list that would definitively provide direct contact information for all Class Members, direct notice is unlikely to reach all Class Members. Thus, supplemental notice to potential Class Members using media and other means described below is needed to provide the best practicable notice under the circumstances.

9. The Notice Plan also features direct notice to potential TPP Class Members using A.B. Data’s proprietary database of approximately 42,000 entities (the “TPP Database”). The TPP Database—which includes insurance companies; health maintenance organizations; self-insured entities such as certain large corporations, labor unions, and employee benefit and pension plans;

and certain record keepers, such as pharmacy benefit managers (“PBMs”) and third-party administrators (“TPAs”)—was built specifically to provide direct notice to potential TPP class members in pharmaceutical class actions and has been used by A.B. Data’s team in dozens of pharmaceutical class actions for over 20 years. Based on this experience, utilization of the TPP Database supplemented by media is the best notice practicable under the circumstances to provide notice to potential TPP Class Members.

10. Direct notice by mail and email will be provided via a Short-Form Notice to be sent directly to potential Class Members, and the more detailed Long-Form Notice and Claim Forms will be posted on the case-specific website. The forms of notice and Claim Forms are substantially similar to those used in the Pfizer Settlement and were drafted in consultation with Co-Lead Counsel based on our similar experience with other pharmaceutical class actions and are consistent with the guidance provided by The Federal Judicial Center’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (the “FJC Guidelines”). More specifically, the notices: are designed to come to the attention of Class Members using a short, succinct headline; are written in plain language; avoid redundancy; are in an easy-to-read format; and most importantly contain sufficient information for each Class Member to make an informed decision as it relates to executing their rights.

11. For email, the Short-Form Notice will be formatted to appear directly in the body of the email, the email will not include any attachments (to maximize deliverability), and the subject line will be “Notice of Additional Settlement of Class Action Lawsuit – In re EpiPen Antitrust Litigation.” For mailed notice, the Short-Form Notice will be formatted as a double-postcard to conceal the content. Based on our experience, the Short-Form Notice is recommended to be used for emailed and mailed direct notice (instead of the Long-Form Notice), as the succinct

language is more likely to capture the reader's attention and significant print and postage cost savings will be achieved since the Short-Form Notice can be mailed as a postcard.

DIGITAL MEDIA

12. As mentioned above, since an exhaustive contact list of Class Members does not exist, and based on similar experience in other pharmaceutical class actions with a direct notice component, a digital-based media plan is recommended to supplement direct notice efforts. Digital advertising allows the viewer to click on a banner or newsfeed advertisement and instantly be directed to the case website in a very cost-efficient manner (as compared to more traditional media notice through newspapers or other print media).

13. Similar to the design of the Short-Form Notice and Long-Form Notice, the specifically designed digital media advertisements incorporate guidance, where applicable, from the FJC Guidelines. For effectiveness, the digital ads will be specifically constructed with a very limited number of characters, as digital media requires a more succinct notice form to capture the reader's attention and to comply with character limits on each platform. Importantly, these ads are designed to drive readers to the case-specific website to file a claim and/or obtain additional information to allow Class Members to make an informed decision as it relates to executing their rights. The website content will be updated incorporating the specific language in the Short-Form Notice and Long-Form Notice approved by the Court.

14. The digital impressions will be highly targeted and specifically delivered to the social media feeds of potential Class Members using their known contact information, and to digital users that have expressed an interest in information relevant to the subject of this case, such as information concerning allergies and using EpiPens. For example, to target the ads, the social media platforms will attempt to match the known email addresses of potential Class Members with

social media accounts using that same email address and digital ads will be delivered to the social media feeds of any matching accounts. Other digital ads will be targeted based on browsing habits and known user data points (*i.e.*, social media profile information) related to the Action, such as information concerning allergies or anaphylaxis. A.B. Data will also run digital ads on health-related websites such as WebMD.com and HealthLine.com.

15. A.B. Data's digital media experts will monitor the success, conversions, and activity associated with the digital and social media and will optimize the number of impressions delivered across each platform to achieve maximum engagement and efficiency. For example, if the ads on one particular platform are achieving significantly more click-throughs than others, then the number of impressions will be adjusted to maximize the number of ads on the most effective platforms.

16. To stimulate and encourage Class Members to file a claim to potentially receive a monetary benefit from the Mylan Settlement and to maximize effectiveness of the Notice Plan, potential Class Members will be targeted with notice through more than one medium – *i.e.*, by email and social media – to increase frequency and the chances notice reaches and is understood by potential Class Members. In our experience, both of these methods (utilizing a target audience to construct a notice plan and providing multiple notice “touches” to potential Class Members) are commonplace and have been found to provide the best practicable notice under the circumstances.

PRINT MEDIA

17. The Short-Form Notice will also be published one time in *People* magazine. *People* offers a broad reach of the target audience as one of the leading consumer magazines in the United States. *People* is also an important component of the Notice Plan in order to provide notice to segments of the population that are not frequent users of digital or social media.

EARNED MEDIA

18. A.B. Data also recommends that a news release be disseminated via *PR Newswire's* US1 and Multi-cultural Newswire distribution lists. Press releases are extremely common in notice plans as they are very cost effective and provide widespread notice and a digital presence for both the media, should they choose to pick up the story, and potential Class Members.

19. A.B. Data will update the existing toll-free telephone number and case-specific website with information about the Mylan Settlement. The content for both the contact center (recorded messages, Q&A scripts for live operators) and the website (important deadlines, relevant pleadings and orders) will be directly tracked from the language in the Court-approved Short-Form Notice and Long-Form Notice. Only Court-approved messaging will be utilized. The website will also allow for potential Class Members to submit their claims online.

CLAIMS AND DISTRIBUTIONS

20. Class Members who already submitted a claim pursuant to the Pfizer Settlement will automatically be eligible to receive a payment from the Mylan Settlement without the need to file an additional Claim Form. All other Class Members who wish to file a claim must submit a timely, valid claim through the Settlement website or by mail to be eligible to receive monetary compensation from the Mylan Settlement. For consumer Class Members who did not file a claim in the Pfizer Settlement, the Claim Form will require each Class Member to set forth only the total number of EpiPens purchased and the total out-of-pocket costs for those purchases during the Class Period. A.B. Data may request supporting documentation from consumer Class Members for claims with potentially suspicious amounts of EpiPen purchases or out-of-pocket costs claimed. For TPP Class Members who did not file a claim in the Pfizer Settlement, a TPP-specific Claim Form will be used and supporting documentation will be required for claim amounts that exceed

\$300,000 in Class Period purchases. All Class Members will have 100 days to submit their claims, which is appropriate based on our past, similar experience.

21. Settlement payments will be digitally sent to each eligible consumer Class Member claimant using the email address provided on the submitted Claim Form. At the time of distribution, each eligible claimant will be provided with a number of digital options to instantaneously receive their payment, such as a virtual debit card, PayPal, or redemption through other ecommerce platforms. Given the large size of this Class and the expected consumer payment amounts, a digital distribution is recommended to reduce administrative costs and to provide convenience and efficiency for claimants (who will be able to receive their funds without having to deposit a check or visit a bank). Class Members can also request a traditional paper check payment by mail.

ESTIMATED ADMINISTRATIVE COSTS

22. Through the ongoing settlement administration process related to the Pfizer Settlement, A.B. Data has incurred administrative costs totaling \$4,315,049.12, which is in large part made up of out-of-pocket expenses such as print, postage, and media. For the Mylan Settlement notice, significant cost savings will be achieved by leveraging the previous work done with the class certification and Pfizer Settlement notice (*i.e.*, identifying contact information for Class Members, using the same website and contact center, etc.). A.B. Data also anticipates additional cost savings by combining the distribution of the Pfizer and Mylan Settlement funds such that Class Members entitled to payment from both funds, as discussed above, will receive one combined payment. As a result of these efforts, A.B. Data estimates total additional administrative costs to provide notice, process claims, and distribute funds to eligible claimants to be in the range of \$4.3 million to \$4.7 million. These costs include out-of-pocket expenses such as

media placements and postage, disseminating notice, processing consumer and TPP Class Member claims, and effectuating payment to eligible claimants.

23. It is my opinion, based on my individual expertise and experience and that of my A.B. Data colleagues, that the Notice Plan reflects a strategic and contemporary method of deploying notice to this Class and is adequate and reasonable to reach Class Members effectively. The Notice Plan is similar to the successful notice plan used during the class certification phase of this Action and with other notice plans approved by Courts in pharmaceutical class actions. The Notice Plan is the best practicable under the circumstances to reach Class Members and is compliant with Rule 23 of the Federal Rules of Civil Procedure.

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

Executed this 28th day of February 2022.



Eric Schachter
Vice President, A.B. Data, Ltd.

EXHIBIT A

**Class
Action
Administration**



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CAPABILITIES

About A.B. Data


 Founded in 1981, **A.B. Data** has earned a reputation for expertly managing the complexities of class action administration in consumer, antitrust, securities, Securities and Exchange Commission (SEC) enforcement actions, and ERISA, Attorneys General, employment, civil rights, insurance, environmental, wage and hour, and other class action cases. **A.B. Data's work in all aspects of class action administration** has been perfected by decades of experience in hundreds of class action cases involving billions of dollars in total settlements. Dedicated professionals deliver **A.B. Data's all-inclusive services**, working in partnership with its clients to administer their class action cases effectively, efficiently, and affordably, regardless of size or scope.

A.B. Data offers unmatched resources and capacity and is capable of expertly administering any class action notice, settlement, and/or fund administration. Whether notifying millions of class members in the United States or throughout the world, processing millions of claims, distributing payments digitally via A.B. Data's Digital PayPortalSM, or printing and distributing millions of checks, **A.B. Data matches its talent and technology** to the specific needs of its clients, delivering unparalleled service on time and on budget without ever compromising quality.

Location, Ownership Structure

 **A.B. Data is an independently owned**, 39-year-old, Milwaukee, Wisconsin-based company that prides itself on its vast expertise and industry-leading innovations. We like to remind our clients and partners that we're not just a class action administration company, but a group of experienced, dedicated professionals who believe that relationships are just as important as the accurate and timely management of class action administrations. In other words, we are people who do business with people.

Services

 **Every A.B. Data client is deserving of the best job we can put forward.** A.B. Data makes class action administration easy for our clients with clarity, convenience, and efficiency. Our priority is to navigate the intricacies of our clients' matters and deliver successful results by using our solid expertise, advanced technology, and top-quality products and services. We pay attention to the details and get it right the first time.

We aim to provide our clients the full experience of a truly collaborative working relationship. It is why we believe much of our success originates from our philosophy of "people doing business with people."

Services

All Digital — From Notice to Distribution

A.B. Data is uniquely positioned to design, implement, and maintain notice and settlement administration programs using an innovative, "all-digital" approach that replaces the more traditional and less efficient methods of administration, such as newspaper ads, mailed notices, and paper checks. Many of our recent proposed notice plans and claim programs utilize the latest technologies such as microtargeted digital ads for notice, streamlined online claims, and distributing settlement funds electronically using a digital paywall. These methods provide significant cost savings, are consistent with the amendments to Rule 23 that are now in effect, and importantly provide much-needed alignment of class action notice and administration with current consumer behaviors.

Pre-Settlement Consultation

The pre-settlement consultation is a collaborative session designed to help A.B. Data clients prepare a stronger case. Our support teams simplify the task of sorting through a maze of documents during investigation and discovery, streamlining the process and preserving fund assets. From there, we assist with fully interactive media packages for court presentations and settlement negotiations. A.B. Data works closely with our clients, offering expert testimony on documents, processing, class and notice manageability, and proposed plans of allocation.

Media Services

A.B. Data continues to earn our reputation as the early innovator in integrating advanced micro-targeting techniques, including contextual targeting, behavioral targeting, and predictive modeling. Coupled with inventive digital media strategies to drive claims, case-specific banner ad development, class member research, and comScore analysis services, our multi-tiered media programs are designed to cost-effectively deliver notice to potential class members and increase claims rates.

Notice Administration

In A.B. Data, clients have a comprehensive resource with a depth of experience in direct notice. Our compliance and understanding of Rule 23 of the Federal Rules of Civil Procedure are crucial in meeting the "plain language" legal requirements for any campaign. From our sophisticated digital media capabilities and extensive global experience with class member research, our experts create notice documents that are easily understandable and cost-efficient to produce. We consult with our clients to deliver notice documents from multi-page, mailed, or emailed notice packets to concise postcards that establish the most influential and cost-effective means of communicating with potential claimants.

Claims Processing

A.B. Data continues to bring game-changing technologies to improve the speed and precision in claims processing. Our robust system for online claims submissions allows us to meticulously verify data and documentation, preserve and authenticate claims, and calculate and verify settlement amounts. In addition, our data network infrastructure includes on-site data storage, backup, contingency plans, and security for electronic and hard copy claim filings. It is all part of a total commitment to be the most innovative and comprehensive resource in the industry. At A.B. Data, we take pride in having the in-house capacity to process millions of pages, as well as the organizational integrity to treat every claim as if it were the only one.

Contact Center

A.B. Data's Contact Center is comprised of a full staff that is trained on and equipped with online and telecommunication systems to monitor and connect with class members. Associates routinely monitor class member communication for all class action administrations, including antitrust, consumer, and securities.

Utilizing monitoring software, associates watch multiple social media channels simultaneously, allowing for instantaneous routing of inquiries and interaction with claimants. Detailed and concise analytical reports outlining Contact Center activities are always provided.

Our Contact Center and case websites are capable of handling millions of class member engagements, as recently displayed in a campaign which garnered over 1.2 million website visits in two months and had more than 72,500 Facebook engagements. Facebook comments and threads are monitored and claimants are guided to the website for more information. Google AdWords and display advertising have also brought hundreds of thousands of visitors to various case websites.

A.B. Data's Contact Center also has Spanish language associates in-house and we can accommodate any language, given proper lead time. Traditional call center facilities are also available, if needed.

Case Websites

We offer a state-of-the-art technology platform that supports every step of our class action administration process. Our expert marketing professionals design customized case-specific websites that provide potential class members easy access to case information, critical documents, important deadlines, as well as the capability to file claim forms and register for future mailings about the case. Claimants can use the website to elect to receive their settlement payments by mail or by one of several digital payment options, all accessible by mobile devices.

Settlement Fund Distribution

From complete escrow services to establishment of qualified settlement funds, check printing and mailing, electronic cash or stock distribution and tax services, A.B. Data has always provided a full-service solution to Settlement Fund Distribution. Our IT team has decades of experience in developing and implementing fast, secure databases and claims administration systems that ensure class members receive the correct amount in their settlement disbursement. Today's digital capabilities allow even greater convenience for class members. In certain instances, claimants can now elect to instantaneously receive settlement payments through popular digital-payment options, such as PayPal, Amazon, and virtual debit cards.

A.B. Data's Leadership



A.B. Data's administration team is composed of the following key executives, who collectively have decades of experience settling and administering class actions:

Bruce A. Arbit, Co-Managing Director and one of the founders of the A.B. Data Group, serves as Chairman of the Board and oversees the day-to-day operations of the A.B. Data Group of companies, employing almost 400 people in the United States and Israel. Mr. Arbit is also Chairman of the Board of Integrated Mail Industries, Ltd. and has served as a member of the Board of Directors of University National Bank and State Financial Bank. He is the past Chairman of Asset Development Group, Inc., Home Source One, and American Deposit Management and is a member of the National Direct Marketing Association, the Direct Marketing Fundraising Association, and the American Association of Political Consultants. He was named 1996 Direct Marketer of the Year by the Wisconsin Direct Marketing Association.

A.B. Data's work in class action litigation support began with the Court selecting A.B. Data to oversee the restitution effort in the now-famous Swiss Banks Class Action Case, the International Commission on Holocaust Era Insurance Claims, and every other Holocaust Era Asset Restitution program, in which it was the company's job to identify, contact, and inform survivors of the Holocaust. A.B. Data delivered by reaching out to millions of people in 109 countries who spoke more than 30 languages. Since those days, Mr. Arbit has guided the class action division through phenomenal growth and success. Today, A.B. Data manages hundreds of administrations annually that distributes billions of dollars to class members.

Thomas R. Glenn, President, Mr. Glenn's management of A.B. Data's Class Action Administration Company includes designing and implementing notice plans and settlement administration programs for antitrust, securities, and Securities and Exchange Commission settlements and SEC disgorgement fund distributions, as well as consumer, employment, insurance, and civil rights class actions. Mr. Glenn previously served as Executive Vice President at Rust Consulting and has more than 30 years of executive leadership experience.

Eric Miller, Senior Vice President, as a key member of A.B. Data's Class Action Administration Leadership Team, oversees the Case Management Department and supervises the operations and procedures of all of A.B. Data's class action administration cases. Mr. Miller is recognized in the class action administration industry as an expert on securities, SEC, consumer, product recall, product liability, general antitrust, pharmaceutical antitrust, and futures contract settlements, to name a few settlement types. Prior to joining A.B. Data, Mr. Miller served as the Client Service Director for Rust Consulting, responsible there for its securities practice area. He has more than 20 years of operations, project management, quality assurance, and training experience in the class action administration industry. In addition, Mr. Miller manages A.B. Data's office in Palm Beach Gardens, Florida.

Ravin Raj, Vice President-Operations, has more than 15 years of experience in class action claims management, document management, and insurance claims remediation. Mr. Raj's responsibilities for A.B. Data's Class Action Administration Company include heading the shared operations center, which includes mailroom, contact center, claims processing, quality control, and information systems operations. His areas of expertise include business process development, strategic/tactical operations

planning and implementation, risk analysis, budgeting, business expansion, growth planning and implementation, cost reduction, and profit, change, and project management. In his previous position, as Assistant Vice President-Operations at RR Donnelley India Pvt. Ltd., in Chennai, India, he led a team of more than 400 employees with the capacity to process more than 4 million claims a year, servicing several leading claims administrators. Mr. Raj managed six of the top ten securities class action settlements, by settlement value, including several multibillion-dollar settlements. His background also includes work as a Project Lead for iMarque Solutions Pvt. Ltd., Chennai, India.

Linda V. Young, Vice President, Media, oversees the Media Department and is responsible for the direction, development, and implementation of media notice plans for A.B. Data's clients. Ms. Young is an expert in media planning using most forms of advertising including digital, print, and broadcast. She developed some of the first Court-approved Notice Plans using an all-digital approach for cases such as *In re Vizio Consumer Privacy Litigation*, *In re Qualcomm Antitrust Litigation*, and *In re Google Inc. Street View Electronic Communications Litigation*, among others. Her ability to create notice plans that efficiently extend reach and drive class member engagement and participation has made a significant impact across many types of administrations. Ms. Young has developed and implemented national and international print, digital-, and earned-media notice plans for some of the industry's leading pharmaceutical, insurance, and securities class action cases, including Libor-based Financial Instruments Antitrust Litigation, Cipro Antitrust Cases I and II, Euribor and Euroyen-based Derivatives cases, and many more. She has more than 20 years of general market and ethnic media advertising and media planning experience, having managed advertising for brands such as Georgia-Pacific, American Express, Denny's, and Coca-Cola USA.

Eric Schachter, Vice President, is a member of A.B. Data's Class Action Administration Leadership Team. He has over 15 years of experience in the legal settlement administration services industry. Mr. Schachter's responsibilities include ensuring successful implementation of claims administration services for A.B. Data's clients in accordance with settlement agreements, court orders, and service agreements. He also works closely with Project Managers to develop plans of administration to provide the highest level of effective and efficient delivery of work product. A frequent speaker on claims administration innovation and best practices at industry events nationwide, Mr. Schachter has a bachelor's degree in sociology from Syracuse University, earned his law degree at Hofstra University School of Law, and was previously an associate at Labaton Sucharow LLP in New York City.

Paul Sauberer, Director of Quality Assurance, is responsible for overseeing quality assurance and process management, working diligently to mitigate risk, ensure exceptional quality control, and develop seamless calculation programming. Mr. Sauberer brings more than 20 years of experience as a quality assurance specialist with a leading claims-processing company where he developed extensive knowledge in securities class action administration. He is recognized as the class action administration industry's leading expert on claims and settlement administrations of futures contracts class actions.

Justin Parks, Vice President, provides expertise in legal marketing strategies and brings extensive experience in client relations to A.B. Data's business development team. Previously, Mr. Parks served the legal industry as part of the marketing group at a major class action administration firm where he successfully managed and consulted on notice plans and other administrative aspects in hundreds of cases with an estimated value of several hundred million dollars in settlement funds distributed to class members, including some of the largest Employment settlements in history. Mr. Parks is uniquely experienced in Data Privacy matters, having consulted with clients on numerous matters stemming from data breaches as well as violations of the Illinois Biometric Information Privacy Act (BIPA), several of which resulted in the first ever Biometric Privacy related settlements in history. Mr. Parks' knowledge and understanding of the class action industry, as well as his client relationship skills, expand A.B. Data's capacity to achieve its business development and marketing goals effectively.

Camron Assadi, Vice President, Digital Marketing, has more than 20 years of experience in digital marketing leadership, which includes directing and overseeing all aspects of the company's digital notice plans and campaigns across multiple networks and platforms. Mr. Assadi is an expert in online advertising and social media campaigns including Facebook, Google Ads, LinkedIn, Twitter, Amazon, Pinterest, Verizon Media, and others. He holds certifications in Google Ads Display and Search, and is a Facebook Certified Digital Marketing Associate. His ability to create and optimize business opportunities, extend brand reach, and capture the interest and support of local and international audiences has proven him an invaluable leader of A.B. Data's effort to maximize and streamline class member notice and engagement. Mr. Assadi has managed the notice plans for cases that have garnered millions of unique visitors and social media interactions. He holds a BS in Psychology from the University of Utah.

Adam Walter, PMP, Senior Project Manager, has nearly fifteen years of experience managing the administration of securities class action settlements and SEC disgorgements totaling more than \$4 billion. He has managed settlement programs in engagements involving some of the largest securities class action settlements and is a key contributor to the development of administration strategies that meet the evolving needs of our clients. His responsibilities include developing case administration strategies to ensure that all client and court requirements and objectives are met, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to class counsel, overseeing notice dissemination programs, implementing complex claims-processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Walter holds a bachelor's degree in business administration from Florida Atlantic University, Boca Raton, Florida. He also has been an active member of the Project Management Institute since 2010 and is PMP®-certified.

Steve Straub, Senior Project Manager, joined A.B. Data in February 2012. As a Senior Project Manager, his responsibilities include developing case administration strategies, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to case counsel, overseeing notice dissemination programs, implementing complex claims processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Straub's experience in administering class action settlements includes securities, consumer, and antitrust settlements, with a primary focus on antitrust cases. He holds a Juris Doctor degree from Seton Hall University School of Law, Newark, New Jersey.

Patty Nogalski, Project Manager, is a veteran in the equity and securities industry and now contributes her talents to A.B. Data as a Project Manager specializing in class action administrations for securities litigation. Ms. Nogalski brings to A.B. Data many new ideas, methods, and technologies to achieve project efficiency and organizational integration. For much of her twenty-year career, she served as Vice President Equity Trading for BMO Global Asset Management Corporation where she managed equity trading for mutual funds and institutional accounts. She works closely with Eric Miller and the project management team to deliver strategies that meet the unique needs of securities and commodities settlements. Ms. Nogalski attended the University of Wisconsin-Milwaukee where she earned her Bachelor of Arts in Communications, and has also obtained her Financial Industry Regulatory Authority (FINRA) Series 7, Series 63, and Series 65 licenses.

Eric Schultz, MCSE, Information Technology Manager and Security Team Chairperson, has been with A.B. Data for more than 19 years, and is currently responsible for overseeing all information technology areas for all A.B. Data divisions across the United States and abroad, including network infrastructure and architecture, IT operations, data security, disaster recovery, and all physical, logical, data, and information systems security reviews and audits required by our clients or otherwise. As a Microsoft Certified Systems Engineer (MCSE) with more than 25 years of experience in information technology systems and solutions, Mr. Schultz has developed specializations in network security, infrastructure, design/architecture, telephony, and high-availability network systems.

Secure Environment



A.B. Data's facilities provide the highest level of security and customization of security procedures, including:

- A Secure Sockets Layer server
- Video monitoring
- Limited physical access to production facilities
- Lockdown mode when checks are printed
- Background checks of key employees completed prior to hire
- Frequency of police patrol - every two hours, with response time of five or fewer minutes
- Disaster recovery plan available upon request

Data Security



A.B. Data is committed to protecting the confidentiality, integrity, and availability of personal identifying information and other information it collects from our clients, investors, and class members and requires that its employees, subcontractors, consultants, service providers, and other persons and entities it retains to assist in distributions do the same. A.B. Data has developed an Information Security Policy, a suite of policies and procedures intended to cover all information security issues and bases for A.B. Data, and all of its divisions, departments, employees, vendors, and clients. A.B. Data has also recently taken the necessary, affirmative steps toward compliance with the EU's General Data Protection Regulation and the California Consumer Privacy Act.

A.B. Data has a number of high-profile clients, including the Securities and Exchange Commission (SEC), the United States Department of Justice, the Attorneys General of nearly all 50 states, other agencies of the United States government, and the Government of Israel, as well as direct banking and payment services companies with some of the most recognized brands in United States financial services and some of the largest credit card issuers in the world.

We are therefore frequently subjected to physical, logical, data, and information systems security reviews and audits. We have been compliant with our clients' security standards and have also been determined to be compliant with ISO/IEC 27001/2 and Payment Card Industry (PCI) data-security standards, the Gramm-Leach-Bliley Act (GLB) of 1999, the National Association of Insurance Commissioners (NAIC) Regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Government of Israel has determined that A.B. Data is compliant with its rigorous security standards in connection with its work on Project HEART (Holocaust Era Asset Restitution Taskforce).

A.B. Data's fund distribution team has been audited by EisnerAmper LLP and was found compliant with class action industry standards and within 99% accuracy. EisnerAmper LLP is a full-service advisory and accounting firm and is ranked the 15th-largest accounting firm in the United States.

In addition, as part of PCI compliance requirements, A.B. Data has multiple network scans and audits from third-party companies, such as SecurityMetrics and 403 Labs, and is determined to be compliant with each of them.

Fraud Prevention and Detection



A.B. Data is at the forefront of class action fraud prevention.

A.B. Data maintains and utilizes comprehensive proprietary databases and procedures to detect fraud and prevent payment of allegedly fraudulent claims.

We review and analyze various filing patterns across all existing cases and claims. Potential fraudulent filers are reported to our clients as well as to the appropriate governmental agencies where applicable.

Representative Class Action Engagements



A.B. Data and/or its team members have successfully administered hundreds of class actions, including many major cases. Listed below are just some of the most representative or recent engagements.

Consumer & Antitrust Cases

- *Phil Shin, et al. v. Plantronics, Inc.*
- *In re: Qualcomm Antitrust Litigation*
- *In re Resistors Antitrust Litigation*
- *The Hospital Authority of Metropolitan Government of Nashville and Davidson County, Tennessee v. Momenta Pharmaceuticals, Inc. and Sandoz Inc. (“Lovenox Antitrust Matter”)*
- *William Kivett, et al. v. Flagstar Bank, FSB, and DOES 1-100, inclusive*
- *Adelphia, Inc. v. Heritage-Crystal Clean, Inc.*
- *LLE One, LLC, et al. v. Facebook, Inc.*
- *Bach Enterprises, Inc., et al. v. Advanced Disposal Services South, Inc., et al.*
- *JWG Inc., et al. v. Advanced Disposal Services Jacksonville, L.L.C., et al.*
- *State of Washington v. Motel 6 Operating L.P. and G6 Hospitality LLC*
- *In re GSE Bonds Antitrust Litigation*
- *Wave Lengths Hair Salons of Florida, Inc., et al. v. CBL & Associates Properties, Inc., et al.*
- *In re Loestrin 24 FE Antitrust Litigation*
- *Office of the Attorney General, Department of Legal Affairs, State of Florida v. Pultegroup, Inc. and Pulte Home Company, LLC*
- *In re Cigna-American Specialties Health Administration Fee Litigation*
- *In re: Intuniv Antitrust Litigation*
- *High Street, et al. v. Cigna Corporation, et al.*
- *Gordon Fair, et al. v. The Archdiocese of San Francisco, San Mateo, and Marin County*

- *Bizzarro, et al. v. Ocean County Department of Corrections, et al.*
- *Meeker, et al. v. Bullseye Glass Co.*
- *MSPA Claims 1, LLC v. Ocean Harbor Casualty Insurance Company*
- *Tennille v. Western Union Company - Arizona*
- *Garner, et al. v. Atherotech Holdings, Inc. and Garner, et al. v. Behrman Brothers IV, LLC, et al.*
- *Robinson, et al. v. Escallate, LLC*
- *Josefina Valle and Wilfredo Valle, et al. v. Popular Community Bank f/k/a Banco Popular North America*
- *Vision Construction Ent., Inc. v. Waste Pro USA, Inc. and Waste Pro USA, Inc. and Waste Pro of Florida, Inc.*
- *Plumley v. Erickson Retirement Communities, et al.*
- *In re London Silver Fixing, Ltd. Antitrust Litigation*
- *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*
- *Ploss v. Kraft Foods Group, Inc. and Mondelēz Global LLC*
- *In re Mexican Government Bonds Antitrust Litigation*
- *In re Ready-Mixed Concrete Antitrust Litigation*
- *In re: Marine Hose Antitrust Litigation*
- *Iowa Ready Mixed Concrete Antitrust Litigation*
- *In re Potash Antitrust Litigation (II)*
- *In re Evanston Northwestern Healthcare Corp. Antitrust Litigation*
- *In re Polyurethane Foam Antitrust Litigation*
- *In re LIBOR-Based Financial Instruments Antitrust Litigation*
- *In re Lorazepam and Clorazepate Antitrust Litigation*
- *In re Cardizem CD Antitrust Litigation*
- *Vista Healthplan, Inc., and Ramona Sakiestewa v. Bristol-Myers Squibb Co., and American BioScience, Inc.*
- *In re Lupron Marketing and Sales Practices Litigation*
- *In re Terazosin Hydrochloride Antitrust Litigation*
- *In re Warfarin Sodium Antitrust Litigation*
- *Rosemarie Ryan House, et al. v. GlaxoSmithKline PLC and SmithKline Beecham Corporation*
- *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*
- *New Mexico United Food and Commercial Workers Union's and Employers' Health and Welfare Trust Fund, et al. v. Purdue Pharma L.P.*
- *In Re Pharmaceutical Industry Average Wholesale Price Litigation*
- *Alma Simonet, et al. v. SmithKline Beecham Corporation, d/b/a GlaxoSmithKline*
- *In re Relafen Antitrust Litigation*
- *In Re Remeron Direct Purchaser Antitrust Litigation*
- *In re TriCor Indirect Purchasers Antitrust Litigation*
- *Nichols, et al., v. SmithKline Beecham Corporation*
- *In re: DDAVP Indirect Purchaser Antitrust Litigation*

Securities Cases

- *Laydon v. Mizuho Bank, Ltd., et al.*
- *Lomingkit, et al. v. Apollo Education Group, Inc., et al.*
- *In re Caraco Pharmaceutical Laboratories, Ltd. Shareholder Litigation*
- *Norfolk County Retirement System, et al. v. Community Health Systems, Inc., et al.*
- *Chester County Employees' Retirement Fund v. KCG Holdings, Inc., et al.*
- *Oklahoma Law Enforcement Retirement System, et al. v. Adeptus Health Inc., et al.*
- *Di Donato v. Insys Therapeutics, Inc., et al.*
- *Lundgren-Wiedinmyer, et al. v. LJM Partners, Ltd, et al.*

- *Martin, et al. v. Altisource Residential Corporation, et al.*
- *Stephen Appel, et al. v. Apollo Management, et al.*
- *In re Medley Capital Corporation Stockholder Litigation*
- *Forman, et al. v. Meridian BioScience, Inc., et al.*
- *Public Employees' Retirement System of Mississippi, et al. v. Endo International PLC, et al.*
- *In Re Flowers Foods, Inc. Securities Litigation*
- *Jiangchen, et al. v. Rentech, Inc., et al.*
- *In re Liberty Tax, Inc. Stockholder Litigation*
- *In re RH, Inc. Securities Litigation*
- *Lazan v. Quantum Corporation, et al.*
- *Nabhan v. Quantum Corporation, et al.*
- *Edmund Murphy III, et al. v. JBS S.A.*
- *Public Employees' Retirement System of Mississippi, et al. v. Sprouts Farmers Market, Inc., et al.*
- *In re Starz Stockholder Litigation*
- *Judith Godinez, et al. v. Alere Inc., et al.*
- *Rahman and Giovagnoli, et al. v. GlobalSCAPE, Inc., et al.*
- *Arthur Kaye, et al. v. ImmunoCellular Therapeutics, Ltd., et al.*
- *In re CPI Card Group Inc. Securities Litigation*
- *Daniel Aude, et al. v. Kobe Steel, Ltd., et al.*
- *In re Quality Systems, Inc. Securities Litigation*
- *Cooper, et al. v. Thoratec Corporation, et al.*
- *Washtenaw County Employees' Retirement System, et al. v. Walgreen Co., et al.*
- *Elkin v. Walter Investment Management Corp., et al.*
- *In Re CytRx Corporation Securities Litigation*
- *Ranjit Singh, et al. v. 21Vianet Group, Inc., et al.*
- *In re PTC Therapeutics, Inc. Securities Litigation*
- *Securities and Exchange Commission v. Mark A. Jones*
- *In re Sequans Communications S.A. Securities Litigation*
- *In re Henry Schein, Inc. Securities Litigation*
- *Ronge, et al. v. Camping World Holdings, Inc., et al.*
- *Oklahoma Firefighters Pension & Retirement System v. Lexmark International, Inc.*
- *Christakis Vrakas, et al. v. United States Steel Corporation, et al.*
- *Emerson et al. v. Mutual Fund Series Trust, et al. ("Catalyst")*
- *In re Fannie Mae 2008 Securities Litigation*
- *In re Anadarko Petroleum Corporation Class Action Litigation*
- *Ge Dandong, et al., v. Pinnacle Performance Limited, et al.*
- *In Re: Rough Rice Commodity Litigation*
- *Xuechen Yang v. Focus Media Holding Limited et al.*
- *In re Massey Energy Co. Securities Litigation*
- *In re Swisher Hygiene, Inc.*
- *The City of Providence vs. Aeropostale, Inc., et al.*
- *In re Metrologic Instruments, Inc. Shareholders Litigation*
- *Public Pension Fund Group v. KV Pharmaceutical Company et al.*
- *Pension Trust Fund for Operating Engineers, et al. v. Assisted Living Concepts, Inc., et al.*
- *In re Lehman Brothers Equity/Debt Securities Litigation*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Physical Action)*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Futures Action)*
- *In re General Electric Co. Securities Litigation*
- *In re CNX Gas Corporation Shareholders Litigation*
- *Oscar S. Wyatt, Jr. et al. v. El Paso Corporation, et al.*
- *In re Par Pharmaceutical Securities Litigation*

- *In re Par Pharmaceutical Companies, Inc. Shareholders Litigation*
- *In re Delphi Financial Group Shareholders Litigation*
- *In re SLM Corporation Securities Litigation*
- *In re Del Monte Foods Company Shareholder Litigation*
- *Leslie Niederklein v. PCS Edventures!.com, Inc. and Anthony A. Maher*
- *In re Beckman Coulter, Inc. Securities Litigation*
- *Michael Rubin v. MF Global, Ltd., et al.*
- *Allen Zametkin v. Fidelity Management & Research Company, et al.*
- *In re BP Prudhoe Bay Royalty Trust Securities Litigation*
- *Police and Fire Retirement System of the City of Detroit et al. v. SafeNet, Inc., et al.*
- *In re Limelight Networks, Inc. Securities Litigation*
- *In re Gilead Sciences Securities Litigation*
- *In re ACS Shareholder Litigation, Consolidated C.A. No. 4940-VCP*
- *Lance Provo v. China Organic Agriculture, Inc., et al.*
- *In re LDK Solar Securities Litigation*

Labor & Employment Cases

- *Eisenman v. The Ayco Company L.P.*
- *Matheson v. TD Bank, N.A.*
- *Simon v. R.W. Express LLC, d/b/a Go Airlink NYC*
- *Perez v. Mexican Hospitality Operator LLC, d/b/a Cosme*
- *Shanahan v. KeyBank, N.A.*
- *Loftin v. SunTrust Bank*
- *Alvarez v. GEO Secure Services, LLC*
- *Weisgarber v. North American Dental Group, LLC*
- *Talisa Borders, et al. v. Wal-mart Stores, Inc.*
- *Reale v. McClain Sonics Inc., et al.*
- *Larita Finisterre and Songhai Woodard, et al. v. Global Contact Services, LLC*
- *Adebisi Bello v. The Parc at Joliet*
- *Garcia, et al. v. Vertical Screen, Inc.*
- *Brook Lemma and Matthieu Hubert, et al. v. 103W77 Partners LLC, et al. (“Dovetail Settlement”)*
- *American Federation of Government Employees, Local 1145 v. Federal Bureau of Prisons, U.S. Penitentiary, Atlanta, Georgia*
- *Lisa Ferguson, Octavia Brown, et al. v. Matthew G. Whitaker, Acting AG, DOJ Bureau of Prisons (“USP Victorville”)*
- *American Federation of Government Employees, Local 2001 v. Federal Bureau of Prisons, Federal Correctional Institution, Fort Dix, New Jersey*
- *American Federation of Government Employees, Local 506 v. U.S. Department of Justice, Federal Bureau of Prisons, U.S. Penitentiary Coleman II, Coleman, Florida*
- *Vargas v. Sterling Engineering*
- *Rosenbohm v. Verizon*
- *Alex Morgan, et al. v. United States Soccer Federation, Inc.*
- *Iskander Rasulev v. Good Care Agency, Inc.*
- *Kyndl Buzas, et al., v. Phillips 66 Company and DOES 1 through 10*
- *American Federation of Government Employees, Local 408 v. U.S. Dept. of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Butner, NC*
- *In re 2014 Avon Products, Inc. ERISA Litigation*
- *In re Eastman Kodak ERISA Litigation*
- *Taronica White, et al. v. Attorney General Loretta Lynch, Department of Justice*
- *Lisa Ferguson, et al. v. Acting Attorney General Matthew Whitaker, Department of Justice*

- *Melissa Compere v. Nusret Miami, LLC, et al.*
- *Abelar v. American Residential Services, L.L.C., Central District of California*
- *Flores, et al. v. Eagle Diner Corp., et al., Eastern District of Pennsylvania*
- *Michael Furman v. Godiva Chocolatier, Inc., 15th Judicial Circuit, Palm Beach County, Florida*
- *Finisterre et. al v. Global Contact Services, LLC, New York State Supreme Court, Kings County*
- *McGuire v. Intelident Solutions, LLC, et al., Middle District of Florida, Tampa Division*
- *Duran De Rodriguez, et al. v. Five Star Home Health Care Agency, Inc. et al., Eastern District of New York*

Data Breach/BIPA Cases

- *The State of Indiana v. Equifax Data Breach Settlement*
- *In re: Vizio, Inc. Consumer Privacy Litigation*
- *In re: Google, Inc. Street View Electronic Communications Litigation*
- *Devin Briggs and Bobby Watson, et al. v. Rhinoag, Inc. ("Briggs Biometric Settlement")*
- *Trost v. Pretium Packaging L.L.C.*

Telephone Consumer Protection Act (TCPA) Cases

- *Lowe and Kaiser, et al. v. CVS Pharmacy, Inc., et al.*
- *Johansen v. HomeAdvisor, Inc., et al.*
- *Charvat, et al. v. National Holdings Corporation*
- *Hopkins, et al. v. Modernize, Inc.*
- *Diana Mey vs. Frontier Communications Corporation*
- *Matthew Donaca v. Dish Network, L.L.C.*
- *Matthew Benzion and Theodore Glaser v. Vivint, Inc.*
- *John Lofton v. Verizon Wireless (VAW) LLC, et al.*
- *Lori Shamblin v. Obama for America et al.*
- *Ellman v. Security Networks*

For More Information

For more detailed information regarding A.B. Data's experience, services, or personnel, please see our website at www.abdataclassaction.com

EXHIBIT B



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Proposed Class Action Settlement Notice Plan

*In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and
Antitrust Litigation*

No. 17-md-2785-DDC-TJJ

United States District Court for the District of Kansas

February 28, 2022

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CASE BACKGROUND AND CLASS DEFINITION



CASE BACKGROUND AND CLASS DEFINITION

This Notice Plan is submitted by A.B. Data, Ltd. (“A.B. Data”) in connection with *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation*, a case before the United States District Court for the District of Kansas. This is a national class action related to Mylan and Pfizer’s pricing and commercial conduct regarding the EpiPen, an epinephrine auto-injector used for the treatment of anaphylaxis.

This document outlines the efforts that will be made to provide settlement notice to potential Class Members.

Although Plaintiffs do not know the exact number of Class Members, it is believed that they number in the millions. Therefore, members of the Class are numerous, and joinder is impracticable.

Because direct notice to all Class Members in this case is impracticable, a paid-media plan targeting unidentified Class Members is necessary.

The following classes, comprised of individual consumer and third-party payors (“TPPs”), has been certified as a Nationwide RICO Damages Class:

- 1. Nationwide RICO Damages Class (“RICO Class”).** All persons and entities in the United States who paid or provided reimbursement for some or all of the purchase price of branded or authorized generic EpiPens for the purpose of consumption, and not resale, by themselves, their family member(s), insureds, plan participants, employees, or beneficiaries, at any time between August 24, 2011, and November 1, 2020.
- 2. State Antitrust Damages Class (“State Antitrust Class”).** All persons and entities in the Antitrust States who paid or provided reimbursement for some or all of the purchase price of branded EpiPens at any time between January 28, 2013, and November 1, 2020, for the purpose of consumption, and not resale, by themselves, their family member(s), insureds, plan participants, employees, or beneficiaries.

The following are excluded from the certified classes:

1. Defendants and their officers, directors, management, employees, subsidiaries, and affiliates;
2. Government entities, other than government-funded employee benefit plans;
3. Fully insured health plans (*i.e.*, plans that purchased insurance that covered 100% of the plans’ reimbursement obligations to its members);
4. “Single flat co-pay” consumers who purchased EpiPens or generic EpiPens only via a fixed dollar co-payment that is the same for all covered devices, whether branded or generic (*e.g.*, \$20 for all branded and generic devices);
5. Consumers who purchased or received EpiPens or authorized generic equivalents only through a Medicaid program;
6. All persons or entities who purchased branded or generic EpiPens directly from defendants;



7. The judges in the cases and members of their immediate families;
8. All third-party payors who own or otherwise function as a Pharmacy Benefit Manager or control an entity who functions as a Pharmacy Benefit Manager; and
9. Individual consumers whose only purchases of an EpiPen occurred before March 13, 2014 (the Generic Start Date).



NOTICE PLAN OVERVIEW



*In re EpiPen (Epinephrine Injection, USP) Marketing, Sales
Practices and Antitrust Litigation*
Notice Plan

NOTICE PLAN OVERVIEW

Consumer Plan Components

This document outlines the process for providing notice related to *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation* to potential Class Members. This proposed plan is consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure.

In evaluating the media options to be considered for this case, A.B. Data first reviewed the uses of EpiPen and the circumstances under which it is prescribed to patients. For this information, we examined EpiPen.com and WebMD.com. We determined EpiPen to be a widely prescribed medication used for the emergency treatment of life-threatening allergic reactions (anaphylaxis) caused by allergens, exercise, or unknown triggers; and for people who are at increased risk for these reactions.

A.B. Data conducted thorough demographic research of two relevant 2019 MRI¹ categories to learn more about the media habits of potential Class Members:

- “Persons Who Purchased and/or Used an EpiPen”; and
- “Persons Who Have Allergy/Hay Fever and Used a Branded Prescription Remedy”

Based on this research, A.B. Data recommends the following elements in the Notice Plan:

Medium	Description
Direct Notice	<ul style="list-style-type: none"> • Email Notice • Postcard Notice
Digital/Social Media	<ul style="list-style-type: none"> • Google Display Network • Google AdWords/Search • YouTube • Facebook • Instagram • Twitter
Targeted Digital Media	<ul style="list-style-type: none"> • Banner ads on health-related websites <i>i.e.</i>, WebMD.com, HealthLine.com, drugs.com, and others

¹ MRI-Simmons (“MRI”) is the country’s largest, most comprehensive, and most reliable consumer and media and product/service usage database. Data from MRI’s Survey of the American Consumer, conducted continuously since 1979, is used in the majority of media and marketing plans written in the United States. The firm’s multidimensional database is the largest and most reliable source for integrated media planning. About 450 U.S. advertising agencies, including 90 of the top 100, subscribe to MRI, as does A.B. Data; and more than 200 national marketers access the MRI database. MRI offers the most detailed and representative picture of U.S. demographics and lifestyles, including information on usage of nearly 6,000 product and service brands across 550 categories, the magazines and newspapers audiences read, the websites they look at, the television programs they watch, and the radio stations they listen to. MRI has been accredited by the Media Ratings Council (“MRC”) since 1988. MRC requires its members to disclose all the methodological aspects, meet MRC standards for rating research, and submit to MRC-designed audits.



Medium	Description
National Consumer Magazines	<ul style="list-style-type: none"> • <i>People</i>
TPPs	<ul style="list-style-type: none"> • Thinkadvisor.com/life-health • BenefitNews.com
Earned Media	<ul style="list-style-type: none"> • <i>PR Newswire</i>

These paid-media components, which will include online platforms, social media, a consumer magazine, and earned media vehicles, are all specifically targeted for and will reach unidentified potential members of the Class. A dedicated informational case website and Facebook page will be developed to complement the Notice Plan and to ensure Class Members' easy access to updated information. Digital advertising will be served in English and Spanish. Detailed information about each component of the Notice Plan and its coverage of the target audience in this case appears in the Media Analysis and Recommendation sections below.

The Notice Plan is national in scope, with coverage of the United States and its territories. The plan will deliver an estimated minimum reach of 86.5%.

Third-Party Payor Plan Components

Included in the Notice Plan will be a significant plan to reach TPPs. A.B. Data has a proprietary database listing the names and addresses of approximately 42,000 TPPs, compiled from prior name brand and generic drug litigations that A.B. Data has administered. A.B. Data's notice efforts will include the preparation and mailing of mailed notice to these TPPs.

To deliver additional reach to TPPs, we recommend scheduling 30-day digital media campaigns on the following websites:

- ThinkAdvisor.com/life-health
- BenefitNews.com

Delivery and Due Process

The proposed Notice Plan, summarized in the chart below, will deliver an estimated reach of 86.5% to the target audience of adults age 25+, with an average frequency of 2.4 times as calculated by Comscore², MRI, the Alliance for Audited Media³, and A.B. Data media professionals.

The methods described herein reflect a strategic, microtargeted, and contemporary method to deploy notice to potential Class Members. This Notice Plan provides a reach and frequency similar to those that Courts have approved and are recommended by The Federal Judicial Center's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which considers a 70%-95% reach among class members reasonable.

The Notice Plan described in this document is consistent with recent Court-approved A.B. Data notice plans for other similar pharmaceutical cases with regard to the methods and tools for developing such plans. Previous notice plans include those for the following pharmaceutical cases:

- *The Hosp. Auth. of Metro. Gov't. of Nashville & Davidson Cnty. v. Momenta Pharms, Inc.*, No. 15-cv-01100 (M.D. Tenn. May 29, 2020);
- *In re Loestrin 24 FE Antitrust Litig.*, No. 1:13-md-2472 (D.R.I. March 23, 2020);
- *In re Aggrenox Antitrust Litig.*, No. 3:14-md-02516 (D. Conn. July 19, 2018);
- *In re Solodyn Minocycline Hydrochloride All End-Payor Actions*, No. 14-md-2503 (D. Mass. November 29, 2017);
- *Vista Healthplan, Inc. v. Cephalon, Inc.*, No. 2:06-cv-01833 (E.D. Pa. April 21, 2020); and
- *Shannon Mahoney v. Endo Health Solutions, Inc.*, No. 15-cv-9841 (S.D.N.Y. June 23, 2017)

The Notice Plan is, in A.B. Data's experience, the best practicable under the circumstances for reaching potential Class Members and meets due-process requirements.

² Comscore is a global internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and internet data usage. Comscore maintains a proprietary database of more than 2 million consumers who have given Comscore permission to monitor their browsing and transaction behavior, including online and offline purchasing.

³ Founded in 1914, The Alliance for Audited Media is the recognized leader in cross-media verification with unparalleled expertise across all brand platforms including web, mobile, email, and print. They are committed to bringing order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies, and technology vendors depend on their data-driven insights, technology certification audits, and information services to transact billions in media advertising with trust.



Proposed Notice Plan Summary	
Media Vehicle	86.5% Reach / 2.4 Frequency
Direct Notice	<ul style="list-style-type: none"> • Postcard and email notice
Digital Media	<ul style="list-style-type: none"> • 315 million digital impressions • 5 million health-targeted impressions
National Consumer Magazines	<ul style="list-style-type: none"> • <i>People</i> - One ad
Earned Media	<ul style="list-style-type: none"> • National and Multi-cultural Press Release
TPP Media	<ul style="list-style-type: none"> • Mailed notice • Thinkadvisor.com banner ads • BenefitNews.com banner ads



PAID-MEDIA PLANNING METHODOLOGY



PAID-MEDIA PLANNING METHODOLOGY

A.B. Data notice plans are developed to reach class members effectively and efficiently and seek to do the following:

1. Identify the demographics of class members through the use of syndicated and/or peer-reviewed, accredited research to establish a primary target audience;
2. Outline the methodology for selecting the media vehicles recommended and their relationship to product/service purchase and usage by the target audience; and
3. Provide results that quantify for the Court the adequacy of the Notice based upon recognized tools of media measurement.

The first steps to developing a notice plan involve determining the demographics of the potential class members and defining the target audience. A.B. Data then analyzes media quintile usage data and the ability of each advertising medium to provide cost-efficient coverage of the target audience to develop the direction of the notice plan, *i.e.*, whether notification is best done through print, online, broadcast, and/or some other methodology.

In the development of successful notice plans, A.B. Data uses reach and frequency as the standards upon which to measure effectiveness of delivering notice to a defined target audience. Below are the definitions of these terms as they relate to paid media.

- Reach – expressed as a percentage, a measurement of a target audience that was exposed at least one time to a specific media message or combination of media messages, whether via print, broadcast, online, outdoor, etc. media, within a given time period.
- Frequency – the estimated average number of opportunities a member of the target audience sees the Notice during the campaign.

These analytical tools, provided by Comscore and MRI, are used to determine the publications/websites selected and the number of insertions/impressions to be purchased. MRI is the leading supplier of multimedia audience research in the United States. As a nationally accredited research firm, it presents a single-source measurement of major media, products, services, and consumer demographic, lifestyle, and psychographic characteristics. Comscore provides detailed internet data usage. It is the most trusted platform for planning, transacting, and evaluating digital media across platforms.

TARGET AUDIENCE



TARGET AUDIENCE

To define the Class and develop the primary target audience for this case, we examined accredited marketing data from 2019 MRI for Adults Who have “Purchased and/or Used an EpiPen” and “Adults with Allergies/Hay Fever and Used a Branded Prescription Remedy.” See Appendices A and B for the complete results of the syndicated data from MRI regarding this demographic group.

Below is a summary of some of the key demographic statistics for these categories.

Demographics	Purchased and/or Used an EpiPen	Adults Have Allergies/Hay Fever and Used a Branded Prescription Remedy
Sex		
Men	45.1%	37.1%
Women	54.9%	62.9%
Age		
18-24	Data Unstable	11.0%
25-34	21.0%	17.7%
35-44	Data Unstable	16.3%
45-54	Data Unstable	21.0%
55-64	17.6%	16.7%
65+	25.5%	17.3%
25-65	62.7%	71.7%
25+	88.2%	89.0%
Education		
Graduated High School Only	43.1%	26.7%
Attended/Graduated College	45.4%	65.1%
Household Income		
\$30,000+	72.7%	84.3%
\$50,000+	60.0%	70.9%
\$75,000+	43.7%	56.6%
\$100,000+	30.0%	44.8%
Employment Status		
Wage Earner: Sole Earner	14.3%	16.3%
Wage Earner: Primary Earner	16.7%	19.9%
Wage Earner: Secondary Earner	20.4%	29.0%
Not Employed/Retired	48.7%	34.7%
Marital Status/Home Ownership		
Now Married	54.2%	50.6%
Never Married	25.3%	28.6%
Home Owned	61.1%	66.7%
Hispanic Status		
Spanish, Hispanic, or Latino	15.6%	16.5%



Demographics	Purchased and/or Used an EpiPen	Adults Have Allergies/Hay Fever and Used a Branded Prescription Remedy
Descent		
Spanish Spoken in Home	17.8%	16.8%
County Size⁴		
A County	38.7%	43.3%
B County	29.3%	33.9%
C County	Data Unstable	11.9%
D County	Data Unstable	10.8%
Race*		
White	72.7%	72.1%
Black/African-American	Data Unstable	17.6%
Asian	Data Unstable	2.97%
Other Race/Multiple Classifications	Data Unstable	13.1%

*May add up to more than 100%, as people could select as many classifications as applied.

Based on these data, adults who have purchased or used an EpiPen or have an allergy and used a prescription medication generally have the following characteristics:

- Age 25-64;
- Attended or graduated from college;
- They have a household income that is close to the U.S. average of \$61,937;
- Retired/not working or secondary earners;
- They live in larger cities; and
- They are predominantly white, with African-Americans, Asian-Americans, and other ethnicities also indexing as high users of these products.

Based on the MRI audience demographic data, we recommend adults age 25+ as the buying target audience for the Notice Plan.

⁴ A Counties, as defined by A.C. Nielsen Company (“Nielsen”), are all counties belonging to the 25 largest metropolitan areas. These metro areas correspond to the Metropolitan Statistical Area and include the largest cities and consolidated areas in the U.S. B Counties, as defined by Nielsen, are all counties not included under category A that either have a population greater than 150,000 or are in a metro area with a population greater than 150,000 according to the latest census. C Counties, as defined by Nielsen, are all counties not included under categories A or B that either have a population greater than 40,000 or are in a metro area with a population greater than 40,000 according to the latest census. D Counties are, essentially, rural counties.

GEOGRAPHIC CONSIDERATIONS



GEOGRAPHIC CONSIDERATIONS

The Class is numerous and generally includes all persons that purchased brand name or authorized generic EpiPens within the United States and its territories since August 24, 2011.

In addition to coverage of all 50 states and the District of Columbia, the following U.S. territories will be geographically targeted in the recommended Notice Plan:

- Puerto Rico
- Guam
- U.S. Virgin Islands
- American Samoa
- Northern Mariana Islands



MEDIA-USAGE ANALYSIS



*In re EpiPen (Epinephrine Injection, USP) Marketing, Sales
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Notice Plan

MEDIA-USAGE ANALYSIS

Everybody is exposed to and consumes media differently, sometimes with daily changes. However, we all develop patterns to our media consumption. And those patterns become our individual media habits. MRI divides those habits into five categories of media usage, from heavy consumption of media to light users of a media type. These five categories are defined by Quintiles ranked from 1 to 5, with Quintile 1 representing the heaviest user of a media vehicle and Quintile 5 representing a light user.

The media usage of the target audience in each Quintile is expressed as an index. An index of 100 is an average usage of a particular medium. Therefore, an index above 100 indicates a heavier usage of the medium than that of the average adult, and an index below 100 indicates a lighter usage of the medium than that of the average adult.

Media vehicles in the Quintile analysis summarized below include magazines, newspapers and newspaper supplements, radio, television, and the Internet.

Media Indices	Purchased and/or Used an EpiPen	Adults Have Allergies/Hay Fever and Used a Branded Prescription Remedy
Magazines		
Quintile 1	147	129
Quintile 2	Data Unstable	112
Newspapers and Supplements		
Quintile 1	133	99
Quintile 2	105	102
Radio		
Quintile 1	103	110
Quintile 2	Data Unstable	107
Television		
Quintile 1	144	104
Quintile 2	105	110
Digital		
Quintile 1	113	109
Quintile 2	Data Unstable	106

Appendices C and D include the entire 2019 MRI media Quintile analysis for “Adults Who Purchased and/or Used an EpiPen” and “Adults Who Have Allergies/Hay Fever and Used a Branded Prescription Remedy.”

Based upon the demographic analysis and the media Quintile results, it is recommended that digital and social media and targeted consumer magazines be reviewed and included in the Notice Plan.

DIRECT NOTICE RECOMMENDATION



*In re EpiPen (Epinephrine Injection, USP) Marketing, Sales
Practices and Antitrust Litigation*
Notice Plan

DIRECT NOTICE RECOMMENDATION

The proposed Notice Plan features direct notice by email or First-Class U.S. Mail to:

- i) All potential consumer Class Members previously identified; and
- ii) A.B. Data's proprietary database of 40,000 TPPs, which includes entities such as insurance companies, health maintenance organizations, self-insured entities, pharmacy benefit managers ("PBMs"), and third-party administrators ("TPAs") likely to be TPP Class Members.

Direct notice will be provided via a Short-Form Notice, and the more detailed Long-Form Notice will be available for download on the case-specific website. The Short-Form Notice sent directly to potential Class Members will include summary information concerning the Action, including:

- That this is a class action;
- The class definition in plain and engaging language ("Purchased an EpiPen®, EpiPen Jr®, and/or their Authorized Generics? A Class Action Lawsuit May Affect Your Rights");
- That the class alleges antitrust and RICO claims;
- That a class member may appear through an attorney if the member wants;
- That class members can file a claim;
- The time and manner for objecting to the Settlement; and
- And the binding effect of a class judgment.

For consumer Class Members with an identified email address, A.B. Data will provide notice via email. A.B. Data implements certain best practices when disseminating email notice, such as not using email attachments and certain trigger words to avoid SPAM and junk filters, to maximize deliverability. For consumer Class Members where no valid, deliverable email exists, and for TPP Class Members, A.B. Data will mail the Short-Form Notice formatted as a double-postcard (so content of the notice is not visible and is HIPAA-compliant).



DIGITAL MEDIA ANALYSIS AND RECOMMENDATION



*In re EpiPen (Epinephrine Injection, USP) Marketing, Sales
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Notice Plan

DIGITAL MEDIA ANALYSIS AND RECOMMENDATION

MRI provides data on internet usage by asking survey respondents about their online usage during the 30 days prior. According to the 2019 MRI survey, 90% of “Adults Who Have Allergies/Hay Fever and Used a Branded Prescription Remedy” have used the Internet during the past 30 days.

Below is an overview of Internet usage. For a complete list of Internet usage activities, please refer to Appendices E and F.

Internet Usage	Purchased and/or Used an EpiPen	Adults Have Allergies/Hay Fever and Used a Branded Prescription Remedy
Looked at/used Internet in the last 30 days	85.4%	90.3%
Have Internet access at home	90.4%	92.7%
Devices to Use the Internet		
Desktop computer	46.0%	45.2%
Laptop or Netbook	41.3%	54.1%
iPad or tablet	35.1%	40.3%
Smartphone	67.4%	80.9%
Online Activities		
Obtained financial information	30.9%	34.2%
Paid bills online	46.5%	59.6%
Used email	68.9%	80.4%
Used Instant Messenger	62.2%	72.2%
Made a purchase for personal use in past 30 days	48.9%	60.6%
Played games in past 30 days	41.8%	35.6%
Obtained the latest news/current events in past 30 days	41.2%	52.8%
Obtained sports news in past 30 days	28.4%	31.8%
Obtained medical information in past 30 days	31.1%	38.7%
Obtained entertainment/celebrity	23.8%	31.7%

Internet Usage	Purchased and/or Used an EpiPen	Adults Have Allergies/Hay Fever and Used a Branded Prescription Remedy
Information in past 30 days		
Visited a TV network's website	Data Unstable	20.4%
Looked for recipes online in past 30 days	38.2%	48.3%
Looked up movie listings	20.0%	27.0%
Shared Photos through Internet website	33.4%	40.1%

Because the Internet is such an integral part of the lives of the target audience, it is recommended that online media drive the proposed Notice Plan.

A.B. Data recommends using a variety of top websites and social media applications, enabling maximum exposure opportunities to reach the target audience. Additionally, websites and apps with audiences that include large percentages of the specific target audience will be selected. Delivery of Internet impressions to specific sites and categories such as issues with allergies, medical, childcare, outdoor activities, and healthy living will also be reviewed.

Following is a summary of the search engines and websites used most frequently by the target audiences. A complete list of search engines and websites reviewed by 2019 MRI is included in Appendices G and H.

Search Engines/Websites Visited	Purchased and/or Used an EpiPen	Adults Have Allergies/Hay Fever and Used a Branded Prescription Remedy
Search Engines Used Last 30 Days		
Google	78.6%	85.5%
Yahoo!	17.3%	22.8%
Websites Visited Last 30 Days		
WebMD	21.9%	29.0%
Wikipedia	22.9%	28.2%
CNN	Data Unstable	18.3%



Search Engines/Websites Visited	Purchased and/or Used an EpiPen	Adults Have Allergies/Hay Fever and Used a Branded Prescription Remedy
Fox News	Data Unstable	13.2%
NY Times	Data Unstable	13.1%
Amazon	41.4%	55.7%
eBay	Data Unstable	19.8%
ESPN	20.8%	18.6%
Weather	34.8%	43.5%
Social Media Apps Visited		
Facebook	63.9%	66.3%
YouTube	43.4%	50.6%
Instagram	29.2%	37.1%
Pinterest	Data Unstable	25.7%
Snapchat	Data Unstable	24.5%
Twitter	Data Unstable	17.0%



Digital Media Recommendation

Based on the above data, A.B. Data recommends placing banner and social media ads on a variety of websites and mobile applications, enabling maximum exposure and delivering the reach required to provide Rule 23-compliant notice and the frequency needed to drive potential Class Members to the case website to file a claim.

Based on our in-house Comscore data analysis, we recommend a mix of Internet banner and newsfeed ads to run using the Google Display Network via their millions of websites, as well as mobile devices and apps, plus the social media platforms Facebook, Instagram, YouTube, and Twitter, and Google AdWords (Search). Behaviorally targeted campaigns will be scheduled on health-related websites such as WebMD.com and HealthLine.com, served specifically to people who are searching or have previously searched for information on allergies and similar medical issues. A complete summary of the health-related websites is listed below.

To ensure coverage of the Hispanic consumer, Spanish language banner ads will be developed and placed on appropriate websites targeting those potential Class Members.

A minimum of 315 million impressions will be served to the target audience to deliver the necessary reach.

The digital media campaign will be implemented over a 50-day desktop and mobile plan utilizing standard IAB (Interactive Advertising Bureau) banner sizes (300 x 250, 728 x 90, 300 x 600, 320 x 50, 300 x 50). All banners and newsfeed ads will include embedded and trackable links to the case-specific website. Links will be tracked using Google Analytics tracking codes, providing a way to optimize ads for traffic, registrations, and remarketing.

Ads will be served across multiple devices including mobile, tablet, and desktop. Ads will be placed in premium positioning on websites, ensuring they can be viewed without scrolling and easily seen when visitors first open the page.

Background information on each digital platform is detailed below:





- Ads are served by Google on its properties as well as 2 million websites across the Internet.⁵
- The target audience uses Google for search, email, maps, and other applications.
- We will develop allergy-specific targeted categories, such as people with allergies and parents of children with allergies, to ensure superior reach to this audience.
- Google allows for the purchase of relevant content where we want the banner ads to appear, such as websites with allergy and health care-related topics.
- A mix of display banner ad sizes will be utilized.



- More than 80% of the target audience used Google to search for information in the past 30 days.
- Google AdWords text ads will be placed on relevant keyword searches to “EpiPen,” “allergies,” and several other appropriate keywords.



- YouTube usage continues to grow with over 197 million adults in the U.S. viewing content on YouTube each month.⁶
- Owned by Google, so campaigns can be optimized simultaneously.
- YouTube offer advertisers very selective targeting abilities.
- Very popular app among adults with allergies, with approximately 50% accessing YouTube within the past 30 days.
- We can implement affinity targeting based on users’ interests and habits, *i.e.*, viewers who have allergies and parents whose children have allergies.
- We can implement dynamic prospecting and have our ads served to new users who are searching for videos regarding allergy issues or to parents whose children have allergies.

⁵ <https://support.google.com/google-ads/answer/2404191?hl=en>

⁶ <https://variety.com/2019/digital/news/youtube-2-billion-users-tv-screen-watch-time-hours-1203204267/>

facebook

- The most popular platform among parents (and non-parents) is Facebook. Almost three-quarters of online parents (74%) use Facebook, a proportion similar to the 70% of non-parents who use the platform.
- A case Facebook page will be developed so mobile newsfeed ads can drive potential Class Members to the case-specific page and then on to the case website. Case information and FAQ's will also be posted to the Facebook page.
- Approximately two-thirds of the target audiences have visited Facebook in the last 30 days and many are frequent users of the network, using it to post photos and videos, send messages, and visit the pages of friends.
- The case Facebook page, which is monitored by A.B. Data, allows for organic discussion among potential Class Members.
- Facebook allows specific demographic targeting, including reaching those who have allergies and parents whose children have allergies.



- Instagram has the highest engagement rate in the industry with 4.21% clicking on posts and ads, according to Forrester Research.
- Instagram users visit the site frequently, with half their users visiting daily and 38% visiting multiple times daily.
- Mobile feed ads will drive potential Class Members to the case-specific page and case website.
- Instagram is one of the most popular social media sites within the target demographic, reaching approximately one-third of the target audience.
- One billion monthly users of Instagram worldwide are parents.⁷
- Instagram users can be targeted by location, interests, behaviors, and other demographic characteristics to effectively reach potential Class Members.

⁷ <https://www.pewresearch.org/internet/2015/07/16/main-findings-14/>



- 23% of parents use Twitter.
- Mobile and tablet newsfeed ads will drive potential Class Members to the case website.
- Twitter encourages organic discussion of topics which will raise awareness of the case.
- Twitter posting and comments will increase visibility of the case website and drive more visitors.

AdPulseMedia

- A minimum of 5 million banner ads served on a variety of health-related websites.
- Geo-targeted to U.S. and territories with above-the-fold placement.
- Retargeting campaign implemented to drive traffic and claims.
- Website placement includes the following:

AARP.com	ActiveBeat.com	AllNurses.com	AlternativeDaily.com
AuthorityNutrition.com	BabyCenter.com	BestHealthMag.com	BoomerCafe.com
CNNHealth.com	DailyRx.com	DiabeticLiving.com	Diet.com
DoctorOz.com	Drugs.com	DrWeil.com	EverydayHealth.com
FamilyCircle.com	FitPregnancy.com	FitWatch.com	FoxNewsHealth.com
HairLossTalk.com	Health.com	HealthCentral.com	HealthGrades.com
HealthHype.com	HealthLine.com	LiveStrong.com	MayoClinic.com
MD.com	MedicineNet.com	MensHealth.com	MyFitnessPal.com
NBCHealth.com	OnHealth.com	Parenting.com	PhysiciansPractice.com
Prevention.com	PsychologyToday.com	RateMDs.com	RXList.com
SelfHealth.com	ShareCare.com	ShapeFit.com	SleepFoundation.com
SportsInjuryClinic.com	SteadyHealth.com	Top10HomeRemedies.com	USNewsHealth.com
VeryWell.com	WebMD.com	Wellness.com	WomensHealthMag.com

The digital media placements will be chosen, first to meet audience notification requirements, and secondly to achieve maximum engagement with the ads. Campaigns and creative will be optimized through the course of the Notice Plan to maximize efficiency and effectiveness. Several campaign targeting strategies will be utilized, including:

Digital Media Strategy	Digital Media Tactics
Mobile In-App	Targeting users inside mobile applications that fit into our data pools. This could include health and medical apps, game apps, weather apps, or entertainment/cooking apps.
Mobile – Websites	Targeting phones and tablets whose users are visiting websites that are contextually relevant or websites being visited by relevant users in our data pool.
Contextual	Targeting websites with relevant content and context, such as allergies, health, and family wellness websites.
Behavioral	Targeting user IDs whose owners have shown activity in the target data pools, such as those interested in allergies, health, and family health websites.
Predictive Modeling	Using “look-alike” modeling to target user IDs whose owners have strong similarities to users who previously clicked through to the case website.

A.B. Data employs a fully staffed digital buying team to manage all digital and social media programs in-house for the greatest control and oversight. During the course of the Notice Plan, A.B. Data’s digital media experts will monitor the success, conversions, and activity associated with the digital and social media campaigns and will optimize the number of impressions delivered across each platform to achieve maximum engagement and efficiency. A.B. Data’s digital media experts have the following certifications:

- Facebook’s Certified Digital Marketing Associate Certification
- Google Ads Display Certification



- Google Ads Search Certification

With this level of expertise, digital and social media campaigns are assured impressions are delivered to the target audience efficiently and effectively, with online ad verification and minimal threat of bot-traffic and inappropriate content.



CONSUMER PRINT MEDIA ANALYSIS AND RECOMMENDATION



CONSUMER PRINT MEDIA ANALYSIS AND RECOMMENDATION

Print media include consumer magazines, newspapers, and newspaper supplements. Most adults read one or more magazines every month. With over 200 publications that offer mass-appeal editorial content to very narrowly targeted interest-specific publications, there is something available to attract everyone to a print publication each month. It is also interesting to note that many in the younger ages of this demographic are turning to digital versions of their favorite print publications and are visiting the websites of their favorite print publications on a regular basis.

Print media will provide a cost-effective method of reaching potential Class Members for this case. Below is the 2019 MRI ranking of the ten leading consumer magazines/newspaper supplements in the U.S. based on their audience of “Adults with Allergy/Hay Fever and Used a Branded Prescription Remedy.”

Print Media Ranked by Adults Who Have Allergies/Hay Fever and Used a Branded Prescription Remedy		
Ranking	Magazine/Newspaper Supplement Ranking	Audience (000) Print and Digital
1.	<i>AARP, The Magazine</i>	1,225.0
2.	<i>Better Homes & Gardens</i>	1,144.0
3.	<i>Parade</i>	1,114.0
4.	<i>People</i>	1,059.0
5.	<i>National Geographic</i>	835.0
6.	<i>Good Housekeeping</i>	700.0
7.	<i>Woman's Day</i>	612.0
8.	<i>Time</i>	550.0
9.	<i>Reader's Digest</i>	511.0
10.	<i>Cosmopolitan</i>	495.0
11.	<i>Parents</i>	303.0

A complete list of consumer print magazines reviewed by MRI is included in Appendices I and J.

Print Media Recommendation

For this Notice Plan, A.B. Data recommends publishing the Short-Form Notice one time in *People* magazine.

People, a weekly publication, offers a broad reach of the target audience, is one of the leading consumer magazines in the U.S. in terms of total audience, and has millions of monthly website visitors.

People

Media Tactics	~ Publish Short-Form Notice one time
Circulation:	3,400,000
Audience:	36,208,000
Publication Frequency:	52x; weekly on Friday
Editorial Focus:	Contains insightful, compassionate, and entertaining coverage of the most intriguing people in our culture, from extraordinary people doing the ordinary to ordinary people caught up in extraordinary circumstances. By revealing the human side to every story, <i>People</i> connects readers to their world.



EARNED MEDIA NOTICE RECOMMENDATION



EARNED MEDIA NOTICE RECOMMENDATION

In addition to the Notice Plan components involving digital media and an insertion in *People* magazine, it is recommended that a news release regarding the case be run via *PR Newswire*. The news release will be distributed via *PR Newswire* to more than 10,000 newsrooms across the United States, including those in general-market print, broadcast, and digital media.

To ensure the broadest reach possible, the release will also be published on *PR Newswire*'s Multi-cultural newswire. Distribution to Hispanic media sources will be sent in English and Spanish.

News about the case will also be broadcast to the news media via Twitter along with a generic doctor-patient image. It will be tweeted from *PR Newswire*'s and A.B. Data's Twitter accounts to thousands of news media and other followers. The news release will also assist with driving search engine results, which will help increase traffic to the case website.



THIRD-PARTY PAYOR RECOMMENDATION



Notice to Third-Party Payors

Many of the members of the Class are TPPs. Accompanying the proposed Consumer Notice Plan will be a significant TPP program using direct mail and digital media. A.B. Data has a proprietary database listing the names and addresses of approximately 42,000 TPPs, compiled of membership listings and existing databases from publicly available sources, including U.S. Department of Labor Form 5500 filings and the Pharmacy Benefits Management Institute, and prior pharmaceutical litigations that A.B. Data has administered. A.B. Data's notice efforts in this litigation will include the preparation and mailing of notice to these TPPs.

To reach TPPs and other entities that may be members of the Class, in addition to the direct notice program, it is recommended that a 30-day digital banner ad campaign be scheduled on the following websites:

- ThinkAdvisor.com/life-health – This website is affiliated with the former publication *National Underwriter Life & Health*. This website is uniquely positioned to provide agents and brokers with timely, insightful information as they navigate the specialty insurance markets and sort through critical industry developments.
- BenefitNews.com – This website is affiliated with the publication *Employee Benefit News*. It serves human resource management personnel that specializes in determining and implementing benefits for employees, including health insurance.

Banner ads that are written specifically for this industry will be served on these websites.



NATIONAL MEDIA DELIVERY



*In re EpiPen (Epinephrine Injection, USP) Marketing, Sales
Practices and Antitrust Litigation*
Notice Plan

NATIONAL MEDIA DELIVERY

The Notice Plan, summarized in the chart below, will deliver an estimated reach of 86.5% to the target audience of adults age 25+, as calculated by Comscore, GfK MRI, the Alliance for Audited Media, and A.B. Data media professionals.

The Notice efforts described herein reflect a strategic, microtargeted, and contemporary method to deploy notice to potential members of the Class. The Notice Plan provides a reach and frequency similar to those that Courts have approved and are recommended by The Federal Judicial Center's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which considers a 70%-95% reach among class members reasonable.⁸

The Notice Plan described in this document is consistent with the notice plan previously used in the class certification phase of this case and with notice plans that A.B. Data has developed and have been approved by the Court and implemented for other similar pharmaceutical cases with regard to the methods and tools for developing such plans.

The proposed Notice Plan is, in A.B. Data's experience, the best practicable under the circumstances for potential Class Members and meets due-process requirements.

Notice Plan Summary	
Media Vehicle	86.5% Reach Plan
Direct Notice	<ul style="list-style-type: none"> • Email and postcard
Digital Media	<ul style="list-style-type: none"> • 315 million impressions • Banner ads on health-related websites <i>i.e.</i>, WebMD.com, HealthLine.com, drugs.com, and others
National Consumer Magazines	<ul style="list-style-type: none"> • <i>People</i> - One ad
Earned Media	<ul style="list-style-type: none"> • National Press Release • US1 National • Hispanic and Multi-Cultural Newswires
TPP Media	<ul style="list-style-type: none"> • Direct Notice • Thinkadvisor.com banner ads • BenefitNews.com banner ads

⁸As the 2010 edition of the *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* notes (page 3): "The lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70-95%."



NOTICE DESIGN STRATEGIES



NOTICE DESIGN STRATEGIES

The Federal Rules of Civil Procedure require notices in class action cases to be written in “plain, easily understood language.” This process will be utilized in developing the Long-Form Notice and Short-Form Notice for this case.

A.B. Data is committed to adhering to the easily-understood-language requirement of Rule 23(c)(2) and Rule 23(b)(3).

The plain-language Short-Form Notice that will be developed for this plan will be designed with a large, bold headline to be easily seen by potential Class Members. The plain, easily understood language in the text of the Notice will offer potential Class Members the opportunity to read it at their leisure, helping ensure they understand the subject of the case, the steps they must take to join the Class, and the legal rights of all Class Members.

Each printed Short-Form Notice will prominently display a case website address, a toll-free telephone number, and a mailing address so potential Class Members may review the detailed Notice and other information available regarding the case.

The online banner ads and social media newsfeed ads will be designed to alert potential Class Members about the case. The ads will each include a link to the case website or case Facebook page so potential Class Members may click on it and go directly to the website for answers and other case information. Below are sample banner ads for this campaign.



\$264 MILLION Settlement
If You Purchased an
EpiPen®, EpiPen Jr.®
and/or their Authorized Generics



File Your CLAIM NOW! →
EpiPenClassAction.com

\$264 MILLION Settlement
If You Purchased an
EpiPen®, EpiPen Jr.®
and/or their Authorized Generics



File Your CLAIM NOW! →
EpiPenClassAction.com



Appendices A-J

Appendix A

Persons Purchased and/or Used an EpiPen in the Last 12 Months

Audience Demographics

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>% Composition</u>	<u>Index</u>
Adults	1413	0.57	100.00	100
Men	638	0.53	45.14	93
Women	775	0.60	54.86	106
Parent (of child currently living with respondent)	378	0.51	26.75	90
Highest Degree Received by Respondent: 12th grade or less (did not graduate high school)	* 164	0.59	11.58	103
Highest Degree Received by Respondent: Graduated high school or equivalent	609	0.85	43.06	149
Highest Degree Received by Respondent: Some college, no degree	197	0.45	13.94	78
Highest Degree Received by Respondent: Associate degree	* 132	0.50	9.37	88
Highest Degree Received by Respondent: Bachelor's degree	* 176	0.35	12.42	61
Highest Degree Received by Respondent: Post-graduate degree	* 136	0.49	9.64	86
Highest Degree Received by Respondent: Some college (no degree) OR Associate degree	329	0.47	23.31	82
Highest Degree Received by Respondent: Bachelor's degree OR Post-graduate degree	312	0.40	22.06	70
Age 18-24	* 167	0.56	11.84	99
Age 25-34	297	0.67	21.00	117
Age 35-44	* 114	0.28	8.07	50
Age 45-54	* 226	0.53	15.99	94
Age 55-64	249	0.60	17.60	105
Age 65+	360	0.73	25.50	128
Age 25-65	886	0.52	62.66	92
Age 25+	1246	0.57	88.16	100
Adults 18-34	464	0.63	32.84	110
Adults 18-49	704	0.52	49.85	91
Adults 25-54	637	0.50	45.06	88
Adults 35-54	340	0.41	24.06	72
Men 18-34	* 172	0.46	12.16	81
Men 18-49	257	0.38	18.22	67
Men 25-54	* 262	0.42	18.51	73
Men 35-54	* 145	0.36	10.23	63
Women 18-34	* 292	0.79	20.69	139
Women 18-49	447	0.66	31.63	115
Women 25-54	375	0.58	26.55	102
Women 35-54	* 196	0.46	13.83	81
Employment: Working full time	598	0.48	42.33	85
Employment: Working part time	* 127	0.42	9.01	73
Employment: Not working	688	0.73	48.66	129
Occupation: Professional and related occupations	* 161	0.45	11.42	78
Occupation: Management, business and financial operations	* 131	0.51	9.30	90

Appendix A

Persons Purchased and/or Used an EpiPen in the Last 12 Months

Audience Demographics

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>% Composition</u>	<u>Index</u>
Occupation: Sales and office occupations	*	181	0.55	12.78	97
Occupation: Natural resources, construction and maintenance occup.	*	69	0.49	4.86	85
Occupation: Other employed	*	183	0.40	12.98	71
Individual Employment Income: \$200,000+	*	27	0.81	1.88	142
Individual Employment Income: \$150,000-\$199,999	*	3	0.08	0.23	14
Individual Employment Income: \$100,000-\$149,999	*	53	0.42	3.73	73
Individual Employment Income: \$75,000-\$99,999	*	62	0.41	4.40	72
Individual Employment Income: \$60,000-\$74,999	*	59	0.38	4.20	67
Individual Employment Income: \$50,000-\$59,999	*	88	0.63	6.22	110
Individual Employment Income: \$40,000-\$49,999	*	87	0.47	6.13	83
Individual Employment Income: \$30,000-\$39,999	*	122	0.58	8.60	102
Individual Employment Income: \$20,000-\$29,999	*	84	0.41	5.95	71
Individual Employment Income: Under \$20,000	*	142	0.48	10.01	84
Wage Earner Status: Not employed		688	0.73	48.66	129
Wage Earner Status: Sole earner		202	0.48	14.28	84
Wage Earner Status: Primary earner	*	236	0.45	16.69	79
Wage Earner Status: Secondary earner	*	288	0.48	20.37	85
Household Income: \$250,000+	*	76	0.77	5.36	135
Household Income: \$200,000-\$249,999	*	52	0.56	3.70	97
Household Income: \$150,000-\$199,999	*	129	0.60	9.10	106
Household Income: \$100,000-\$149,999	*	167	0.38	11.82	67
Household Income: \$75,000-\$99,999	*	193	0.56	13.68	99
Household Income: \$60,000-\$74,999	*	109	0.45	7.72	78
Household Income: \$50,000-\$59,999	*	122	0.68	8.65	119
Household Income: \$40,000-\$49,999	*	96	0.50	6.80	88
Household Income: \$30,000-\$39,999	*	83	0.41	5.90	72
Household Income: \$20,000-\$29,999	*	111	0.57	7.88	100
Household Income: Under \$20,000	*	274	0.98	19.40	172
Household Income: \$150,000+	*	257	0.63	18.16	111
Household Income: \$100,000+		424	0.50	29.98	88
Household Income: \$75,000+		617	0.52	43.66	91
Household Income: \$60,000+		726	0.51	51.38	89
Household Income: \$50,000+		848	0.53	60.03	92
Household Income: \$40,000+		944	0.52	66.83	92
Household Income: \$30,000+		1028	0.51	72.73	90
Total Net Worth of All HH Members: \$1,000,000+	*	116	0.49	8.19	86
Total Net Worth of All HH Members: \$500,000-\$999,999		288	0.72	20.39	127
Total Net Worth of All HH Members: \$250,000-\$499,999	*	188	0.30	13.27	53
Total Net Worth of All HH Members: \$100,000-\$249,999		313	0.61	22.13	107
Total Net Worth of All HH Members: Under \$100,000		509	0.71	36.03	125

Appendix A

Persons Purchased and/or Used an EpiPen in the Last 12 Months

Audience Demographics

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>% Composition</u>	<u>Index</u>
Census Region: North East	359	0.81	25.37	142
Census Region: South	550	0.58	38.91	103
Census Region: Midwest	349	0.67	24.72	117
Census Region: West	* 156	0.27	11.00	48
Marketing Region: New England	* 119	1.02	8.39	179
Marketing Region: Mid Atlantic	303	0.80	21.45	141
Marketing Region: East Central	* 191	0.65	13.51	115
Marketing Region: West Central	* 228	0.63	16.12	111
Marketing Region: Southeast	266	0.51	18.85	90
Marketing Region: Southwest	* 180	0.58	12.77	102
Marketing Region: Pacific	* 126	0.25	8.91	44
Mediamarkets: Top 5	257	0.50	18.20	88
Mediamarkets: Next 5	159	0.59	11.26	103
Mediamarkets: New York	* 126	0.74	8.89	130
Mediamarkets: Los Angeles	* 15	0.10	1.06	18
Mediamarkets: Chicago	* 60	0.80	4.25	141
Metropolitan CBSA	1132	0.53	80.12	93
Micropolitan CBSA/unassigned	* 281	0.81	19.88	141
County Size: A	547	0.52	38.73	92
County Size: B	414	0.56	29.29	99
County Size: C	* 187	0.52	13.25	91
County Size: D	* 265	0.79	18.73	138
Marital Status: Never married	357	0.50	25.26	88
Marital Status: Now married	766	0.58	54.20	103
Marital Status: Legally separated/widowed/divorced	290	0.63	20.54	111
Marital Status: Engaged	* 27	0.25	1.94	44
Living w/partner/fiance/boyfriend or girlfriend (same or opposite sex)	* 115	0.51	8.13	90
Married in last 12 months	* 38	0.73	2.72	127
Household size: 1	193	0.54	13.65	94
Household size: 2	549	0.69	38.82	122
Household size: 3-4	449	0.50	31.77	87
Household size: 5+	* 223	0.52	15.76	91
Children: Any	488	0.51	34.50	89
Children: 1	* 267	0.68	18.91	120
Children: 2	* 155	0.46	10.98	81
Children: 3+	* 65	0.29	4.61	50
Child Age: <12 months	* 93	0.98	6.57	172
Child Age: 12-23 months	* 25	0.32	1.78	57
Child Age: <2 years	* 118	0.70	8.35	124
Child Age: <6 years	* 228	0.53	16.15	94

Appendix A

Persons Purchased and/or Used an EpiPen in the Last 12 Months

Audience Demographics

		<u>Audience</u>	<u>%</u>	<u>% Composition</u>	<u>Index</u>
		<u>(000)</u>	<u>Coverage</u>		
Child Age: 2-5 years	*	159	0.48	11.23	84
Child Age: 6-11 years	*	189	0.41	13.39	72
Child Age: 12-17 years	*	215	0.46	15.21	80
Life Cycle: Respondent 18-34 1 person household	*	27	0.52	1.88	92
Life Cycle: Respondent 18-34 married no kids	*	60	1.04	4.23	182
Life Cycle: Respondent 18-34 married young child under 6	*	79	0.59	5.60	104
Life Cycle: Respondent 18-34 married young child 6-17	*	18	0.58	1.28	102
Life Cycle: Balance of respondents 18-34	*	281	0.60	19.86	105
Life Cycle: Respondent 35-49 1 person household	*	25	0.53	1.77	93
Life Cycle: Respondent 35-49 married no kids	*	51	0.65	3.62	115
Life Cycle: Respondent 35-49 married young child under 6	*	14	0.11	0.96	19
Life Cycle: Respondent 35-49 married young child 6-11	*	46	0.38	3.22	66
Life Cycle: Respondent 35-49 married young child 12-17	*	42	0.52	2.96	91
Life Cycle: Balance of respondents 35-49	*	63	0.39	4.47	68
Life Cycle: Respondent 50+ 1 person household	*	131	0.53	9.30	93
Life Cycle: Respondent 50+ married no kids		407	0.73	28.77	127
Life Cycle: Respondent 50+ married w/kids	*	50	0.40	3.55	71
Life Cycle: Balance of respondents 50+	*	120	0.62	8.52	109
Years at Present Address: Under 1 year		212	0.55	15.00	96
Years at Present Address: 1-4 years		366	0.51	25.90	90
Years at Present Address: 5+ years		835	0.61	59.11	107
Home Owned		864	0.52	61.11	92
Home Value: \$500,000+	*	112	0.46	7.94	80
Home Value: \$200,000-\$499,999		389	0.52	27.56	92
Home Value: \$100,000-\$199,999	*	145	0.34	10.25	60
Home Value: \$50,000-\$99,999	*	125	0.79	8.86	138
Home Value: Under \$50,000	*	92	1.16	6.49	204
Race: White		1028	0.55	72.71	97
Race: Black/African American	*	217	0.67	15.34	118
Race: American Indian or Alaska Native	*	65	2.10	4.61	369
Race: Asian	*	10	0.12	0.73	22
Race: Other	*	143	0.57	10.13	100
Race: White only		989	0.55	69.99	96
Race: Black/African American only	*	208	0.69	14.73	121
Race: Other race/Multiple classifications		216	0.59	15.28	103
Spanish Spoken in Home (Most Often or Other)		251	0.59	17.79	103
Hispanic Respondent Personally Speaks at Home: Only English	*	32	0.46	2.25	81
Hispanic Respondent Personally Speaks at Home: Mostly English, but some Spanish	*	110	1.14	7.81	200
Hispanic Respondent Personally Speaks at Home: Only Spanish	*	24	0.21	1.68	38
Hispanic Respondent Personally Speaks at Home: Mostly Spanish, but some English	*	55	0.54	3.87	95

Appendix A

Persons Purchased and/or Used an EpiPen in the Last 12 Months Audience Demographics

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>% Composition</u>	<u>Index</u>	
Hispanic Respondent Personally Speaks at Home: Both English and Spanish equally at home	*	1	0.04	0.05	7
Hispanic Respondent Personally Speaks at Home: Other Spanish, Hispanic or Latino Origin or Descent	*	0	0.00	0.00	0
Pet owner		221	0.56	15.66	98
Dog owner		791	0.55	55.99	96
Cat owner		627	0.55	44.35	97
Generations: Gen Z (b.1997-2010) only includes respondents 18+	*	355	0.59	25.14	104
Generations: Millennials (b.1977-1996)		91	0.53	6.45	94
Generations: GenXers (b.1965-1976)	*	433	0.50	30.64	88
Generations: Boomers (b. 1946-1964)		250	0.51	17.72	89
Generations: Early Boomers (b. 1946-1955)		465	0.66	32.88	115
Generations: Late Boomers (b. 1956-1964)	*	226	0.69	15.97	120
Generations: Pre-Boomers (b. before 1946)	*	239	0.63	16.91	111
Respondent's Sexual Orientation: Heterosexual/Straight		174	0.71	12.31	124
Respondent's Sexual Orientation: NET Gay/Lesbian	*	1380	0.58	97.62	102
Respondent's Sexual Orientation: NET Gay/Lesbian/Bisexual	*	15	0.43	1.08	75
	*	25	0.42	1.75	74

Source: 2019 Doublebase GfK MRI weighted to Population (000) – Base: All

* Projections are relatively unstable, use with caution

Appendix B

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Audience Demographics

	<u>Audience (000)</u>	<u>% Coverage</u>	<u>% Composition</u>	<u>Index</u>
Adults	6,012	2.42	100.00	100
Men	2,227	1.86	37.05	77
Women	3,784	2.95	62.95	122
Parent (of child currently living with respondent)	1,735	2.34	28.86	97
Highest Degree Received by Respondent: 12th grade or less (did not graduate high school)	496	1.79	8.24	74
Highest Degree Received by Respondent: Graduated high school or equivalent	1,605	2.25	26.70	93
Highest Degree Received by Respondent: Some college, no degree	1,001	2.26	16.65	93
Highest Degree Received by Respondent: Associate degree	720	2.72	11.97	112
Highest Degree Received by Respondent: Bachelor's degree	1,462	2.91	24.32	120
Highest Degree Received by Respondent: Post-graduate degree	728	2.62	12.11	108
Highest Degree Received by Respondent: Some college (no degree) OR Associate degree	1,721	2.43	28.63	100
Highest Degree Received by Respondent: Bachelor's degree OR Post-graduate degree	2,190	2.81	36.43	116
Age 18-24	660	2.23	10.98	92
Age 25-34	1,064	2.39	17.71	99
Age 35-44	978	2.42	16.26	100
Age 45-54	1,261	2.98	20.98	123
Age 55-64	1,007	2.42	16.74	100
Age 65+	1,042	2.10	17.33	87
Age 25-34 or Age 35-44 or Age 45-54 or Age 55-64	4,310	2.55	71.69	105
Age 25-34 or Age 35-44 or Age 45-54 or Age 55-64 or Age 65+	5,352	2.45	89.02	101
Adults 18-34	1,724	2.33	28.68	96
Adults 18-49	3,259	2.41	54.21	99
Adults 25-54	3,303	2.60	54.95	107
Adults 35-54	2,239	2.71	37.24	112
Men 18-34	701	1.89	11.66	78
Men 18-49	1,316	1.96	21.89	81
Men 25-54	1,259	2.01	20.95	83
Men 35-54	824	2.03	13.70	84
Women 18-34	1,023	2.77	17.03	114
Women 18-49	1,943	2.85	32.32	118
Women 25-54	2,044	3.17	34.00	131
Women 35-54	1,415	3.36	23.54	138
Employment: Working full time	3,206	2.59	53.33	107
Employment: Working part time	719	2.35	11.96	97

Appendix B

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Audience Demographics

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>% Composition</u>	<u>Index</u>
Employment: Not working	2,087	2.22	34.71	92
Occupation: Professional and related occupations	1,142	3.16	18.99	130
Occupation: Management, business and financial operations	672	2.62	11.19	108
Occupation: Sales and office occupations	776	2.38	12.91	98
Occupation: Natural resources, construction and maintenance occup.	257	1.82	4.28	75
Occupation: Other employed	1,077	2.36	17.92	97
Individual Employment Income: \$200,000+	* 108	3.29	1.80	136
Individual Employment Income: \$150,000-\$199,999	* 140	3.45	2.33	142
Individual Employment Income: \$100,000-\$149,999	303	2.40	5.04	99
Individual Employment Income: \$75,000-\$99,999	530	3.47	8.81	143
Individual Employment Income: \$60,000-\$74,999	372	2.40	6.19	99
Individual Employment Income: \$50,000-\$59,999	348	2.49	5.79	103
Individual Employment Income: \$40,000-\$49,999	447	2.45	7.43	101
Individual Employment Income: \$30,000-\$39,999	510	2.45	8.49	101
Individual Employment Income: \$20,000-\$29,999	474	2.28	7.89	94
Individual Employment Income: Under \$20,000	692	2.34	11.52	97
Wage Earner Status: Not employed	2,087	2.22	34.71	92
Wage Earner Status: Sole earner	982	2.33	16.33	96
Wage Earner Status: Primary earner	1,199	2.28	19.95	94
Wage Earner Status: Secondary earner	1,744	2.93	29.02	121
Household Income: \$250,000+	438	4.44	7.28	183
Household Income: \$200,000-\$249,999	251	2.67	4.18	110
Household Income: \$150,000-\$199,999	669	3.13	11.13	129
Household Income: \$100,000-\$149,999	1,336	3.07	22.22	126
Household Income: \$75,000-\$99,999	707	2.06	11.76	85
Household Income: \$60,000-\$74,999	467	1.91	7.77	79
Household Income: \$50,000-\$59,999	396	2.20	6.58	91
Household Income: \$40,000-\$49,999	445	2.32	7.41	96
Household Income: \$30,000-\$39,999	360	1.77	5.99	73
Household Income: \$20,000-\$29,999	363	1.86	6.04	77
Household Income: Under \$20,000	579	2.07	9.64	85
Household Income: \$150,000+	1,358	3.34	22.59	138
Household Income: \$100,000+	2,694	3.20	44.81	132
Household Income: \$75,000+	3,401	2.87	56.57	118
Household Income: \$60,000+	3,868	2.71	64.34	112
Household Income: \$50,000+	4,264	2.65	70.92	109
Household Income: \$40,000+	4,709	2.61	78.33	108

Appendix B

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Audience Demographics

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>% Composition</u>	<u>Index</u>
Household Income: \$30,000+	5,069	2.53	84.32	104
Total Net Worth of All HH Members: \$1,000,000+	638	2.72	10.61	112
Total Net Worth of All HH Members: \$500,000-\$999,999	1,059	2.66	17.61	110
Total Net Worth of All HH Members: \$250,000-\$499,999	1,521	2.47	25.31	102
Total Net Worth of All HH Members: \$100,000-\$249,999	1,246	2.43	20.73	100
Total Net Worth of All HH Members: Under \$100,000	1,548	2.16	25.75	89
Census Region: North East	1,227	2.78	20.41	115
Census Region: South	2,243	2.38	37.31	98
Census Region: Midwest	1,280	2.45	21.29	101
Census Region: West	1,262	2.20	21.00	91
Marketing Region: New England	408	3.50	6.79	145
Marketing Region: Mid Atlantic	1,042	2.76	17.33	114
Marketing Region: East Central	606	2.08	10.07	86
Marketing Region: West Central	933	2.59	15.53	107
Marketing Region: Southeast	1,201	2.31	19.98	95
Marketing Region: Southwest	718	2.31	11.95	95
Marketing Region: Pacific	1,103	2.19	18.35	91
Mediamarkets: Top 5	1,169	2.29	19.45	94
Mediamarkets: Next 5	731	2.70	12.16	111
Mediamarkets: New York	466	2.76	7.75	114
Mediamarkets: Los Angeles	* 220	1.51	3.65	62
Mediamarkets: Chicago	198	2.65	3.30	109
Metropolitan CBSA	5,328	2.50	88.62	103
Micropolitan CBSA/unassigned	684	1.96	11.38	81
County Size: A	2,605	2.49	43.33	103
County Size: B	2,039	2.77	33.91	114
County Size: C	720	2.00	11.97	82
County Size: D	648	1.93	10.79	80
Marital Status: Never married	1,717	2.42	28.56	100
Marital Status: Now married	3,040	2.32	50.57	96
Marital Status: Legally separated/widowed/divorced	1,255	2.73	20.87	113
Marital Status: Engaged	372	3.39	6.18	140
Living w/partner/fiance/boyfriend or girlfriend (same or opposite sex)	657	2.92	10.93	121
Married in last 12 months	* 130	2.46	2.17	101
Household size: 1	708	1.97	11.77	81
Household size: 2	2,069	2.62	34.42	108
Household size: 3-4	2,402	2.67	39.96	110

Appendix B
Ailments/Remedies: Allergy/Hay Fever Used a
Branded Prescription Remedy Within the Last 12
Months
Audience Demographics

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>% Composition</u>	<u>Index</u>
Household size: 5+	833	1.93	13.85	80
Children: Any	2,203	2.31	36.65	95
Children: 1	809	2.07	13.46	85
Children: 2	934	2.78	15.54	115
Children: 3+	460	2.02	7.65	83
Child Age: <12 months	* 232	2.45	3.86	101
Child Age: 12-23 months	* 95	1.22	1.59	50
Child Age: <2 years	* 319	1.90	5.30	78
Child Age: <6 years	916	2.15	15.24	89
Child Age: 2-5 years	752	2.26	12.51	93
Child Age: 6-11 years	1,131	2.47	18.82	102
Child Age: 12-17 years	1,108	2.36	18.43	97
Life Cycle: Respondent 18-34 1 person household	* 63	1.23	1.04	51
Life Cycle: Respondent 18-34 married no kids	* 73	1.26	1.21	52
Life Cycle: Respondent 18-34 married young child under 6	* 317	2.36	5.27	98
Life Cycle: Respondent 18-34 married young child 6-17	* 83	2.69	1.39	111
Life Cycle: Balance of respondents 18-34	1,189	2.54	19.78	105
Life Cycle: Respondent 35-49 1 person household	* 108	2.29	1.79	94
Life Cycle: Respondent 35-49 married no kids	* 220	2.81	3.65	116
Life Cycle: Respondent 35-49 married young child under 6	231	1.89	3.85	78
Life Cycle: Respondent 35-49 married young child 6-11	294	2.44	4.89	101
Life Cycle: Respondent 35-49 married young child 12-17	* 186	2.30	3.09	95
Life Cycle: Balance of respondents 35-49	497	3.05	8.26	126
Life Cycle: Respondent 50+ 1 person household	506	2.04	8.41	84
Life Cycle: Respondent 50+ married no kids	1,347	2.40	22.40	99
Life Cycle: Respondent 50+ married w/kids	* 285	2.30	4.74	95
Life Cycle: Balance of respondents 50+	615	3.17	10.23	131
Years at Present Address: Under 1 year	876	2.26	14.57	93
Years at Present Address: 1-4 years	1,798	2.51	29.90	103
Years at Present Address: 5+ years	3,338	2.43	55.53	100
Home Owned	4,010	2.43	66.70	100
Home Value: \$500,000+	772	3.15	12.84	130
Home Value: \$200,000-\$499,999	1,810	2.43	30.10	100
Home Value: \$100,000-\$199,999	932	2.20	15.51	91
Home Value: \$50,000-\$99,999	353	2.22	5.86	91
Home Value: Under \$50,000	* 143	1.81	2.38	75
Race: White	4,334	2.34	72.09	96

Appendix B

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Audience Demographics

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>% Composition</u>	<u>Index</u>
Race: Black/African American	1,061	3.29	17.64	136
Race: American Indian or Alaska Native	* 105	3.37	1.74	139
Race: Asian	178	2.15	2.97	89
Race: Other	511	2.04	8.50	84
Race: White only	4,218	2.33	70.16	96
Race: Black/African American only	1,007	3.34	16.75	138
Race: Other race/Multiple classifications	787	2.14	13.10	88
Spanish Spoken in Home (Most Often or Other)	1,009	2.36	16.78	98
Hispanic Respondent Personally Speaks at Home: Only English	317	4.59	5.28	189
Hispanic Respondent Personally Speaks at Home: Mostly English, but some Spanish	224	2.32	3.73	96
Hispanic Respondent Personally Speaks at Home: Only Spanish	* 204	1.84	3.39	76
Hispanic Respondent Personally Speaks at Home: Mostly Spanish, but some English	* 245	2.42	4.07	100
Hispanic Respondent Personally Speaks at Home: Both English and Spanish equally at home	* 0	0.00	0.00	0
Hispanic Respondent Personally Speaks at Home: Other	* 0	0.00	0.00	0
Spanish, Hispanic or Latino Origin or Descent	990	2.50	16.47	103
Pet owner	3,419	2.37	56.87	98
Dog owner	2,671	2.35	44.43	97
Cat owner	1,532	2.55	25.48	105
Generations: Gen Z (b.1997-2010) only includes respondents 18+	424	2.48	7.06	102
Generations: Millennials (b.1977-1996)	1,972	2.28	32.80	94
Generations: GenXers (b.1965-1976)	1,395	2.84	23.21	117
Generations: Boomers (b. 1946-1964)	1,710	2.41	28.44	99
Generations: Early Boomers (b. 1946-1955)	730	2.22	12.15	91
Generations: Late Boomers (b. 1956-1964)	979	2.58	16.29	106
Generations: Pre-Boomers (b. before 1946)	511	2.08	8.49	86
Respondent's Sexual Orientation: Heterosexual/Straight	5,837	2.45	97.09	101
Respondent's Sexual Orientation: NET Gay/Lesbian	* 63	1.76	1.04	72
Respondent's Sexual Orientation: NET Gay/Lesbian/Bisexual	* 122	2.08	2.02	86

*Projections relatively unstable, use with caution. Source: 2019 Doublebase GfK MRI weighted to population (000)

Appendix C

Persons Purchased and/or Used an EpiPen in the Last 12 Months

Media Quintiles

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazine Quintile I	415	0.84	29.38	147
Magazine Quintile II	* 277	0.56	19.60	98
Magazine Quintile III	* 229	0.46	16.20	81
Magazine Quintile IV	290	0.59	20.52	103
Magazine Quintile V	* 202	0.41	14.29	71
Newspaper Quintile I	377	0.76	26.69	133
Newspaper Quintile II	295	0.60	20.90	105
Newspaper Quintile III	333	0.67	23.59	118
Newspaper Quintile IV	* 199	0.40	14.06	70
Newspaper Quintile V	* 208	0.42	14.75	74
Radio/Audio (Weekdays) Quintile I	293	0.59	20.71	103
Radio/Audio (Weekdays) Quintile II	* 337	0.68	23.82	119
Radio/Audio (Weekdays) Quintile III	* 216	0.44	15.31	77
Radio/Audio (Weekdays) Quintile IV	288	0.58	20.35	102
Radio/Audio (Weekdays) Quintile V	280	0.57	19.80	99
Radio/Audio (Primetime) Quintile I	304	0.61	21.53	108
Radio/Audio (Primetime) Quintile II	306	0.62	21.64	108
Radio/Audio (Primetime) Quintile III	240	0.48	17.00	85
Radio/Audio (Primetime) Quintile IV	266	0.53	18.80	94
Radio/Audio (Primetime) Quintile V	297	0.60	21.02	105
TV (Total) Quintile I	406	0.82	28.75	144
TV (Total) Quintile II	298	0.60	21.11	105
TV (Total) Quintile III	* 153	0.31	10.84	54
TV (Total) Quintile IV	* 216	0.44	15.27	77
TV (Total) Quintile V	340	0.68	24.04	120
Internet Quintile I (Heavy)	321	0.65	22.71	113
Internet Quintile II	* 227	0.46	16.06	80
Internet Quintile III	358	0.72	25.30	127
Internet Quintile IV	* 196	0.40	13.87	70
Internet Quintile V (Light)	312	0.63	22.06	110
Outdoor Quintile I	289	0.58	20.44	102
Outdoor Quintile II	* 213	0.43	15.07	75
Outdoor Quintile III	244	0.49	17.26	86
Outdoor Quintile IV	396	0.80	28.02	140
Outdoor Quintile V	272	0.55	19.21	96
TV (Primetime) Quintile I	345	0.70	24.44	122
TV (Primetime) Quintile II	238	0.48	16.84	84
TV (Primetime) Quintile III	304	0.61	21.48	108
TV (Primetime) Quintile IV	* 261	0.53	18.47	93

Appendix C
Persons Purchased and/or Used an EpiPen in the Last 12 Months
Media Quintiles

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazine Quintile I	415	0.84	29.38	147
TV (Primetime) Quintile V	265	0.53	18.78	93
TV (Daytime) Tercile I	* 186	0.76	13.15	134
TV (Daytime) Tercile II	* 231	0.95	16.36	166
TV (Daytime) Tercile III	* 64	0.26	4.56	46

Source: 2019 Doublebase GfK MRI weighted to Population (000) – Base: All

* Projections are relatively unstable, use with caution

Appendix D

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months Media Quintiles

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazine Quintile I	1,546	3.12	25.72	129
Magazine Quintile II	1,342	2.71	22.32	112
Magazine Quintile III	1,051	2.12	17.48	87
Magazine Quintile IV	1,098	2.22	18.26	91
Magazine Quintile V	975	1.96	16.21	81
Newspaper Quintile I	1,190	2.39	19.79	99
Newspaper Quintile II	1,224	2.48	20.36	102
Newspaper Quintile III	1,194	2.41	19.87	100
Newspaper Quintile IV	1,140	2.30	18.96	95
Newspaper Quintile V	1,264	2.54	21.02	105
Radio/Audio (Weekdays) Quintile I	1,329	2.68	22.12	110
Radio/Audio (Weekdays) Quintile II	1,289	2.59	21.44	107
Radio/Audio (Weekdays) Quintile III	1,304	2.64	21.68	109
Radio/Audio (Weekdays) Quintile IV	873	1.76	14.53	72
Radio/Audio (Weekdays) Quintile V	1,217	2.46	20.24	101
Radio/Audio (Primetime) Quintile I	1,338	2.70	22.26	111
Radio/Audio (Primetime) Quintile II	1,285	2.60	21.38	107
Radio/Audio (Primetime) Quintile III	1,254	2.53	20.86	104
Radio/Audio (Primetime) Quintile IV	971	1.95	16.15	81
Radio/Audio (Primetime) Quintile V	1,164	2.35	19.36	97
TV (Total) Quintile I	1,254	2.53	20.86	104
TV (Total) Quintile II	1,326	2.67	22.06	110
TV (Total) Quintile III	1,197	2.41	19.92	100
TV (Total) Quintile IV	1,204	2.43	20.03	100
TV (Total) Quintile V	1,029	2.07	17.12	85
Internet Quintile I (Heavy)	1,307	2.63	21.75	109
Internet Quintile II	1,277	2.57	21.24	106
Internet Quintile III	1,349	2.72	22.44	112
Internet Quintile IV	1,148	2.32	19.10	96
Internet Quintile V (Light)	930	1.88	15.47	77
Outdoor Quintile I	1,127	2.28	18.74	94
Outdoor Quintile II	1,314	2.64	21.86	109
Outdoor Quintile III	1,241	2.51	20.65	103
Outdoor Quintile IV	1,154	2.33	19.20	96
Outdoor Quintile V	1,175	2.37	19.54	98
TV (Primetime) Quintile I	1,264	2.54	21.02	105

Appendix D

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months Media Quintiles

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
TV (Primetime) Quintile II	1,229	2.48	20.45	102
TV (Primetime) Quintile III	1,223	2.47	20.35	102
TV (Primetime) Quintile IV	1,057	2.14	17.58	88
TV (Primetime) Quintile V	1,239	2.48	20.61	102
TV (Daytime) Tercile I	598	2.45	9.94	101
TV (Daytime) Tercile II	631	2.58	10.49	106
TV (Daytime) Tercile III	687	2.81	11.42	116

*Projections relatively unstable, use with caution. Source:
2019 Doublebase GfK MRI weighted to population (000)

Appendix E

Persons Purchased and/or Used an EpiPen in the Last 12 Months

Digital Media Usage

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>	
Have Internet access at home	1,277	0.57	90.38	100	
Internet Service Providers (to HH): AOL	*	4	0.37	0.27	66
Internet Service Providers (to HH): AT&T (U-Verse or DSL)	*	212	0.59	15.02	104
Internet Service Providers (to HH): Cable ONE	*	0	0.00	0.00	0
Internet Service Providers (to HH): CenturyLink	*	54	0.53	3.79	93
Internet Service Providers (to HH): Cox	*	60	0.60	4.27	105
Internet Service Providers (to HH): Frontier	*	20	0.33	1.40	58
Internet Service Providers (to HH): Optimum	*	23	0.44	1.62	77
Internet Service Providers (to HH): Spectrum (including Spectrum, Charter, Bright House, Time Warner Cable)	*	224	0.54	15.82	95
Internet Service Providers (to HH): Suddenlink Media	*	62	2.57	4.37	450
Internet Service Providers (to HH): Verizon or Fios by Verizon	*	152	0.68	10.78	120
Internet Service Providers (to HH): Xfinity/Comcast		215	0.44	15.19	77
Internet Service Providers (to HH): Any Service		1,277	0.57	90.38	100
Looked at/used Internet /last 30 days: At home		1,099	0.53	77.74	93
Looked at/used Internet /last 30 days: At work		556	0.49	39.31	86
Looked at/used Internet /last 30 days: At school or library	*	215	0.66	15.21	116
Looked at/used Internet /last 30 days: Another place		529	0.55	37.41	96
Looked at/used Internet /last 30 days: Any Internet Usage		1,207	0.56	85.39	98
Devices used to use the Internet/last 30 days: Desktop computer		650	0.64	45.97	113
Devices used to use the Internet/last 30 days: Laptop or Netbook computer		584	0.48	41.29	84
Devices used to use the Internet/last 30 days: Any computer		948	0.56	67.11	99
Devices used to use the Internet/last 30 days: iPad or other Tablet		496	0.59	35.06	104
Devices used to use the Internet/last 30 days: Cellphone or Smartphone		953	0.48	67.44	85
Devices used to use the Internet/last 30 days: E-reader	*	18	0.27	1.25	47
Devices used to use the Internet/last 30 days: iPod or other MP3 Player	*	8	0.23	0.54	40
Devices used to use the Internet/last 30 days: Video game console	*	167	0.73	11.83	129
Devices used to use the Internet/last 30 days: Television		263	0.53	18.61	92
Visited a chat room/past 30 days	*	60	0.50	4.26	88
Used e-mail/past 30 days		974	0.53	68.92	92
Used instant messenger/past 30 days		879	0.52	62.23	91
Participated in online dating/past 30 days	*	24	0.36	1.69	62
Made a purchase for personal use (on the Internet)/past 30 days		692	0.51	48.93	90
Made a purchase for business use (on the Internet)/past 30 days	*	166	0.48	11.71	84
Obtained information to help make a purchase/past 30 days		393	0.47	27.83	82
Made personal or business travel plans online/past 30 days		255	0.43	18.06	76
Played games online/past 30 days		591	0.75	41.83	131
Downloaded a video game/past 30 days	*	113	0.36	7.97	64

Appendix E

Persons Purchased and/or Used an EpiPen in the Last 12 Months

Digital Media Usage

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Used on-line gambling site/past 30 days	*	15	0.38	1.06	67
Obtained financial information online/past 30 days		437	0.57	30.92	99
Tracked investments/Traded stocks, bonds or mutual funds online/past 30 days	*	186	0.56	13.20	99
Paid bills online/past 30 days		658	0.48	46.53	84
Obtained the latest news/current events online/past 30 days		582	0.50	41.15	88
Obtained sports news/information online/past 30 days		402	0.52	28.42	92
Obtained information for new/used car purchase online/past 30 days	*	204	0.65	14.46	114
Obtained information about real estate online/past 30 days	*	130	0.33	9.20	58
Obtained medical information online/past 30 days		439	0.57	31.10	101
Obtained childcare or parenting information online/past 30 days	*	103	0.62	7.27	109
Obtained information about entertainment or celebrities		337	0.49	23.82	86
Looked for employment online/past 30 days	*	164	0.43	11.61	76
Looked for recipes online/past 30 days		539	0.54	38.15	94
Took an online class or course/past 30 days	*	187	0.85	13.22	150
Visited a TV network or TV show's website/past 30 days	*	199	0.43	14.08	75
Looked at TV listings online/past 30 days	*	111	0.48	7.82	85
Looked up movie listings or showtimes online/past 30 days		281	0.49	19.87	87
Downloaded a TV program/past 30 days	*	53	0.45	3.78	78
Watched a TV program online/past 30 days		248	0.50	17.52	87
Downloaded a movie/past 30 days	*	147	0.61	10.43	106
Watched a movie online/past 30 days		417	0.57	29.53	100
Watched other online video/past 30 days		259	0.44	18.34	78
Visited online blogs/past 30 days	*	119	0.38	8.41	67
Wrote online blog/past 30 days	*	21	0.49	1.50	86
Posted a comment or review on a blog, online forum, message or bulletin board/past 30 days	*	117	0.41	8.27	72
Made a phone call online/past 30 days		494	0.58	34.97	102
Used video chat/past 30 days		371	0.61	26.23	106
Uploaded or added video to website/past 30 days	*	186	0.90	13.19	158
Shared photos through Internet website/past 30 days		472	0.55	33.38	97
Sent an electronic greeting card/past 30 days	*	86	0.74	6.05	129
Total time spent yesterday using the Internet (does not include email or IM): 10+ hours	*	150	0.95	10.61	166
Total time spent yesterday using the Internet (does not include email or IM): 5-10 hours	*	176	0.45	12.43	78
Total time spent yesterday using the Internet (does not include email or IM): 2-5 hours		346	0.55	24.50	96
Total time spent yesterday using the Internet (does not include email or IM): 1-2 hours		249	0.56	17.65	98

Appendix E

Persons Purchased and/or Used an EpiPen in the Last 12 Months

Digital Media Usage

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Total time spent yesterday using the Internet (does not include email or IM): 1/2-1 hour	*	153	0.58	10.79	102
Total time spent yesterday using the Internet (does not include email or IM): less than 1/2 hour	*	80	0.49	5.64	86
Total time spent last Saturday using the Internet (does not include email or IM): 10+ hours	*	104	0.94	7.38	165
Total time spent last Saturday using the Internet (does not include email or IM): 5-10 hours	*	169	0.57	11.95	100
Total time spent last Saturday using the Internet (does not include email or IM): 2-5 hours		380	0.65	26.90	113
Total time spent last Saturday using the Internet (does not include email or IM): 1-2 hours	*	248	0.55	17.53	97
Total time spent last Saturday using the Internet (does not include email or IM): 1/2-1 hour	*	131	0.45	9.24	79
Total time spent last Saturday using the Internet (does not include email or IM): less than 1/2 hour	*	119	0.61	8.41	107
Total time spent last Sunday using the Internet (does not include email or IM): 10+ hours	*	87	0.85	6.13	149
Total time spent last Sunday using the Internet (does not include email or IM): 5-10 hours	*	183	0.69	12.97	120
Total time spent last Sunday using the Internet (does not include email or IM): 2-5 hours		317	0.57	22.44	101
Total time spent last Sunday using the Internet (does not include email or IM): 1-2 hours		226	0.49	15.96	86
Total time spent last Sunday using the Internet (does not include email or IM): 1/2-1 hour	*	128	0.43	9.03	75
Total time spent last Sunday using the Internet (does not include email or IM): less than 1/2 hour	*	101	0.48	7.12	84

Source: 2019 Doublebase GfK MRI weighted to Population (000) –

Base: All

* Projections are relatively unstable, use with caution

Appendix F
Ailments/Remedies: Allergy/Hay Fever
Used a Branded Prescription Remedy
Within the Last 12 Months
Digital Media Usage

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Have Internet access at home	5,574	2.49	92.72	103
Internet Service Providers (to HH): AOL	* 22	2.14	0.36	88
Internet Service Providers (to HH): AT&T (U-Verse or DSL)	939	2.63	15.63	108
Internet Service Providers (to HH): Cable ONE	* 28	1.87	0.47	77
Internet Service Providers (to HH): CenturyLink	* 207	2.06	3.45	85
Internet Service Providers (to HH): Cox	* 224	2.22	3.72	92
Internet Service Providers (to HH): Frontier	* 136	2.29	2.26	94
Internet Service Providers (to HH): Optimum	* 107	2.04	1.78	84
Internet Service Providers (to HH): Spectrum (including Spectrum, Charter, Bright House, Time Warner Cable)	930	2.24	15.46	92
Internet Service Providers (to HH): Suddenlink Media	* 49	2.03	0.81	84
Internet Service Providers (to HH): Verizon or Fios by Verizon	606	2.72	10.08	112
Internet Service Providers (to HH): Xfinity/Comcast	1,357	2.77	22.57	114
Internet Service Providers (to HH): Any Service	5,571	2.49	92.68	103
Looked at/used Internet /last 30 days: At home	5,190	2.50	86.34	103
Looked at/used Internet /last 30 days: At work	3,037	2.67	50.51	110
Looked at/used Internet /last 30 days: At school or library	842	2.59	14.00	107
Looked at/used Internet /last 30 days: Another place	2,505	2.58	41.68	107
Looked at/used Internet /last 30 days: Any Internet Usage	5,431	2.50	90.34	103
Devices used to use the Internet/last 30 days: Desktop computer	2,717	2.68	45.20	111
Devices used to use the Internet/last 30 days: Laptop or Netbook computer	3,252	2.66	54.09	110
Devices used to use the Internet/last 30 days: Any computer	4,500	2.67	74.85	110
Devices used to use the Internet/last 30 days: iPad or other Tablet	2,423	2.91	40.31	120
Devices used to use the Internet/last 30 days: Cellphone or Smartphone	4,861	2.47	80.87	102
Devices used to use the Internet/last 30 days: E-reader	* 173	2.60	2.87	107
Devices used to use the Internet/last 30 days: iPod or other MP3 Player	* 120	3.62	1.99	149
Devices used to use the Internet/last 30 days: Video game console	530	2.32	8.81	96
Devices used to use the Internet/last 30 days: Television	1,232	2.47	20.49	102
Visited a chat room/past 30 days	264	2.21	4.38	91
Used e-mail/past 30 days	4,835	2.62	80.43	108
Used instant messenger/past 30 days	4,337	2.55	72.15	105
Participated in online dating/past 30 days	* 173	2.56	2.88	106
Made a purchase for personal use (on the Internet)/past 30 days	3,644	2.71	60.61	112
Made a purchase for business use (on the Internet)/past 30 days	1,091	3.16	18.15	130
Obtained information to help make a purchase/past 30 days	2,358	2.80	39.22	116
Made personal or business travel plans online/past 30 days	1,759	2.99	29.26	124

Appendix F
Ailments/Remedies: Allergy/Hay Fever
Used a Branded Prescription Remedy
Within the Last 12 Months
Digital Media Usage

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Played games online/past 30 days	2,139	2.71	35.59	112
Downloaded a video game/past 30 days	760	2.46	12.65	102
Used on-line gambling site/past 30 days	* 114	2.90	1.90	120
Obtained financial information online/past 30 days	2,056	2.66	34.20	110
Tracked investments/Traded stocks, bonds or mutual funds online/past 30 days	945	2.86	15.72	118
Paid bills online/past 30 days	3,584	2.61	59.62	108
Obtained the latest news/current events online/past 30 days	3,175	2.74	52.82	113
Obtained sports news/information online/past 30 days	1,911	2.50	31.78	103
Obtained information for new/used car purchase online/past 30 days	988	3.14	16.43	129
Obtained information about real estate online/past 30 days	1,015	2.58	16.89	106
Obtained medical information online/past 30 days	2,325	3.04	38.68	125
Obtained childcare or parenting information online/past 30 days	359	2.18	5.97	90
Obtained information about entertainment or celebrities	1,908	2.77	31.74	114
Looked for employment online/past 30 days	1,133	2.99	18.84	123
Looked for recipes online/past 30 days	2,901	2.88	48.26	119
Took an online class or course/past 30 days	660	3.02	10.98	124
Visited a TV network or TV show's website/past 30 days	1,224	2.63	20.36	108
Looked at TV listings online/past 30 days	651	2.85	10.83	118
Looked up movie listings or showtimes online/past 30 days	1,624	2.85	27.02	118
Downloaded a TV program/past 30 days	339	2.82	5.63	116
Watched a TV program online/past 30 days	1,329	2.67	22.10	110
Downloaded a movie/past 30 days	639	2.63	10.62	108
Watched a movie online/past 30 days	1,955	2.67	32.53	110
Watched other online video/past 30 days	1,464	2.50	24.35	103
Visited online blogs/past 30 days	776	2.48	12.92	102
Wrote online blog/past 30 days	* 101	2.33	1.68	96
Posted a comment or review on a blog, online forum, message or bulletin board/past 30 days	806	2.84	13.41	117
Made a phone call online/past 30 days	2,297	2.69	38.21	111
Used video chat/past 30 days	1,794	2.93	29.85	121
Uploaded or added video to website/past 30 days	509	2.46	8.46	102
Shared photos through Internet website/past 30 days	2,412	2.81	40.13	116
Sent an electronic greeting card/past 30 days	451	3.88	7.51	160
Total time spent yesterday using the Internet (does not include email or IM): 10+ hours	454	2.87	7.55	118

Appendix F
Ailments/Remedies: Allergy/Hay Fever
Used a Branded Prescription Remedy
Within the Last 12 Months
Digital Media Usage

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Total time spent yesterday using the Internet (does not include email or IM): 5-10 hours	1,005	2.56	16.72	105
Total time spent yesterday using the Internet (does not include email or IM): 2-5 hours	1,622	2.56	26.98	106
Total time spent yesterday using the Internet (does not include email or IM): 1-2 hours	1,168	2.62	19.42	108
Total time spent yesterday using the Internet (does not include email or IM): 1/2-1 hour	607	2.31	10.09	95
Total time spent yesterday using the Internet (does not include email or IM): less than 1/2 hour	394	2.41	6.55	99
Total time spent last Saturday using the Internet (does not include email or IM): 10+ hours *	288	2.59	4.79	107
Total time spent last Saturday using the Internet (does not include email or IM): 5-10 hours	892	3.00	14.83	124
Total time spent last Saturday using the Internet (does not include email or IM): 2-5 hours	1,452	2.47	24.15	102
Total time spent last Saturday using the Internet (does not include email or IM): 1-2 hours	1,163	2.60	19.35	107
Total time spent last Saturday using the Internet (does not include email or IM): 1/2-1 hour	760	2.62	12.64	108
Total time spent last Saturday using the Internet (does not include email or IM): less than 1/2 hour	463	2.38	7.70	98
Total time spent last Sunday using the Internet (does not include email or IM): 10+ hours *	221	2.16	3.68	89
Total time spent last Sunday using the Internet (does not include email or IM): 5-10 hours	699	2.62	11.63	108
Total time spent last Sunday using the Internet (does not include email or IM): 2-5 hours	1,494	2.70	24.85	112
Total time spent last Sunday using the Internet (does not include email or IM): 1-2 hours	1,215	2.63	20.21	108
Total time spent last Sunday using the Internet (does not include email or IM): 1/2-1 hour	667	2.24	11.10	93
Total time spent last Sunday using the Internet (does not include email or IM): less than 1/2 hour	596	2.82	9.92	116

*Projections relatively unstable, use with caution. Source: 2019 Doublebase GfK MRI weighted to population (000)

Appendix G

Persons Purchased and/or Used an EpiPen in the Last 12 Months Website and Social Media Usage

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Website or search engines used/last 30 days: AOL/AOL.com	*	50	0.60	3.52	106
Website or search engines used/last 30 days: Ask.com	*	9	0.30	0.66	53
Website or search engines used/last 30 days: Bing.com	*	115	0.48	8.11	84
Website or search engines used/last 30 days: Google.com		1,114	0.55	78.85	96
Website or search engines used/last 30 days: Yahoo.com	*	244	0.49	17.26	85
Chat, Instant Messenger, video chat used/last 30 days: Facebook Messenger		643	0.51	45.51	90
Chat, Instant Messenger, video chat used/last 30 days: FaceTime		348	0.57	24.63	100
Chat, Instant Messenger, video chat used/last 30 days: Google Hangouts	*	59	0.54	4.18	95
Chat, Instant Messenger, video chat used/last 30 days: Skype	*	87	0.39	6.15	68
Chat, Instant Messenger, video chat used/last 30 days: Snapchat Chat	*	204	0.49	14.40	86
Chat, Instant Messenger, video chat used/last 30 days: WeChat	*	0	0.00	0.00	0
Chat, Instant Messenger, video chat used/last 30 days: WhatsApp	*	123	0.39	8.71	69
E-mail used/last 30 days: AOL Mail	*	57	0.41	4.06	72
E-mail used/last 30 days: Gmail		788	0.60	55.78	104
E-mail used/last 30 days: Outlook	*	279	0.54	19.74	95
E-mail used/last 30 days: Yahoo! Mail		286	0.50	20.26	88
ENTERTAINMENT Websites/apps visited or used in last 30 days: ABC	*	119	0.85	8.43	150
ENTERTAINMENT Websites/apps visited or used in last 30 days: BuzzFeed	*	106	0.57	7.48	99
ENTERTAINMENT Websites/apps visited or used in last 30 days: CBS	*	116	0.73	8.23	128
ENTERTAINMENT Websites/apps visited or used in last 30 days: Disney.com	*	15	0.30	1.03	53
ENTERTAINMENT Websites/apps visited or used in last 30 days: Disney Channel	*	73	1.51	5.13	265
ENTERTAINMENT Websites/apps visited or used in last 30 days: Disney XD	*	10	0.62	0.69	109
ENTERTAINMENT Websites/apps visited or used in last 30 days: Fandango	*	84	0.55	5.94	96
ENTERTAINMENT Websites/apps visited or used in last 30 days: Fox.com/FOX NOW	*	115	0.82	8.12	144
ENTERTAINMENT Websites/apps visited or used in last 30 days: IMDb	*	78	0.30	5.52	52
ENTERTAINMENT Websites/apps visited or used in last 30 days: MSN Entertainment	*	36	0.81	2.57	141
ENTERTAINMENT Websites/apps visited or used in last 30 days: MTV	*	51	0.88	3.64	155
ENTERTAINMENT Websites/apps visited or used in last 30 days: NBC	*	124	0.86	8.75	151
ENTERTAINMENT Websites/apps visited or used in last 30 days: PBS.org or PBS Video	*	81	0.76	5.75	134
ENTERTAINMENT Websites/apps visited or used in last 30 days: Popsugar	*	15	0.58	1.09	102
ENTERTAINMENT Websites/apps visited or used in last 30 days: Ticketmaster	*	94	0.51	6.62	89
ENTERTAINMENT Websites/apps visited or used in last 30 days: Vevo	*	9	0.20	0.66	34
ENTERTAINMENT Websites/apps visited or used in last 30 days: Yahoo! Entertainment (measured as Yahoo! Movies in Waves 77-79)	*	33	0.60	2.35	106
FINANCE Websites/apps visited or used in last 30 days: CNBC	*	55	0.57	3.88	100
FINANCE Websites/apps visited or used in last 30 days: MSN Money	*	26	0.45	1.82	79
FINANCE Websites/apps visited or used in last 30 days: TheStreet	*	0	0.00	0.00	0
FINANCE Websites/apps visited or used in last 30 days: Yahoo! Finance	*	53	0.61	3.73	106
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: Answers.com/WikiAnswers	*	109	1.05	7.72	184

Appendix G

Persons Purchased and/or Used an EpiPen in the Last 12 Months Website and Social Media Usage

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: eHow.com	*	49	0.64	3.46	112
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: WebMD		309	0.55	21.88	97
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: Whitepages	*	61	0.62	4.31	109
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: Wikipedia		324	0.53	22.89	94
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: Yahoo! Answers	*	43	0.41	3.04	72
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: YP (Yellowpages)	*	25	0.54	1.74	94
JOBS/CAREERS Websites/apps visited or used in last 30 days: CareerBuilder	*	45	0.52	3.17	91
JOBS/CAREERS Websites/apps visited or used in last 30 days: Monster	*	36	0.56	2.52	98
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: ABCNews	*	154	0.82	10.89	144
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: BBC.com	*	65	0.43	4.62	75
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: CBSNews	*	84	0.58	5.92	101
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: CNN	*	217	0.53	15.32	93
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: FOX News	*	189	0.53	13.35	92
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: HuffPost	*	102	0.49	7.25	85
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: NBCNews	*	63	0.46	4.45	80
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: NYTimes.com	*	131	0.45	9.29	78
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: Reuters	*	35	0.50	2.50	87
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: USAToday.com	*	124	0.62	8.78	109
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: WSJ.com	*	118	0.62	8.34	109
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: Yahoo! News	*	135	0.70	9.55	122
SHOPPING Websites/apps visited or used in last 30 days: Amazon		584	0.47	41.35	82
SHOPPING Websites/apps visited or used in last 30 days: Coupons	*	37	0.45	2.59	78
SHOPPING Websites/apps visited or used in last 30 days: eBay	*	239	0.53	16.90	92
SHOPPING Websites/apps visited or used in last 30 days: Groupon	*	107	0.41	7.56	72
SHOPPING Websites/apps visited or used in last 30 days: LivingSocial	*	2	0.06	0.12	11
SHOPPING Websites/apps visited or used in last 30 days: Overstock	*	41	0.33	2.87	59
SPANISH LANGUAGE Websites/apps visited or used in last 30 days: Univision	*	39	0.57	2.78	100
SPANISH LANGUAGE Websites/apps visited or used in last 30 days: Yahoo! en Español	*	22	0.84	1.56	148
SPANISH LANGUAGE Visited or used in last 30 days: Any spanish language website/app	*	60	0.59	4.26	104
SPORTS Websites/apps visited or used in last 30 days: BleacherReport.com or B-R	*	37	0.35	2.61	61
SPORTS Websites/apps visited or used in last 30 days: CBSSports	*	82	0.91	5.83	159
SPORTS Websites/apps visited or used in last 30 days: ESPN		294	0.63	20.80	110
SPORTS Websites/apps visited or used in last 30 days: FOX Sports	*	119	0.66	8.41	116
SPORTS Websites/apps visited or used in last 30 days: MLB.com/MLB.com At Bat	*	73	0.69	5.18	121
SPORTS Websites/apps visited or used in last 30 days: NASCAR	*	79	1.52	5.61	267
SPORTS Websites/apps visited or used in last 30 days: NBA	*	88	0.65	6.22	114
SPORTS Websites/apps visited or used in last 30 days: NBCSports.com	*	46	0.69	3.24	121

Appendix G

Persons Purchased and/or Used an EpiPen in the Last 12 Months Website and Social Media Usage

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
SPORTS Websites/apps visited or used in last 30 days: NFL.com or NFL/NFL Mobile	*	162	0.79	11.45	138
SPORTS Websites/apps visited or used in last 30 days: WWE	*	43	0.95	3.07	166
SPORTS Websites/apps visited or used in last 30 days: Yahoo! Sports	*	75	0.73	5.30	127
TECHNOLOGY Websites/apps visited or used in last 30 days: CNET	*	49	0.57	3.49	100
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Airbnb	*	71	0.44	5.04	77
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Bings Maps	*	48	1.55	3.42	272
TRAVEL/MAPS Websites/apps visited or used in last 30 days: CheapTickets	*	36	0.35	2.57	61
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Expedia	*	171	0.85	12.08	150
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Google Maps		485	0.48	34.32	84
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Hotels.com	*	140	0.86	9.87	152
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Hotwire	*	22	0.41	1.58	72
TRAVEL/MAPS Websites/apps visited or used in last 30 days: MapQuest	*	219	0.73	15.46	129
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Orbitz	*	47	0.76	3.30	133
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Priceline	*	46	0.48	3.26	84
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Travelocity	*	70	0.54	4.92	95
TRAVEL/MAPS Websites/apps visited or used in last 30 days: TripAdvisor	*	95	0.53	6.70	93
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Yahoo! Maps	*	37	0.32	2.63	56
WEATHER Websites/apps visited or used in last 30 days: AccuWeather	*	207	0.49	14.62	86
WEATHER Websites/apps visited or used in last 30 days: The Weather Channel (weather.com)		492	0.55	34.84	97
WEATHER Websites/apps visited or used in last 30 days: WeatherBug	*	95	0.81	6.71	142
WEATHER Websites/apps visited or used in last 30 days: Weather Underground (wunderground.com)	*	71	0.70	5.03	122
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Facebook		903	0.56	63.87	99
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Flickr	*	7	0.32	0.52	57
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Instagram		413	0.53	29.23	93
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: LinkedIn	*	101	0.32	7.14	56
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Periscope	*	11	0.75	0.75	132
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Photobucket	*	15	0.69	1.07	121
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Pinterest	*	238	0.46	16.81	80
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Reddit	*	50	0.36	3.51	62
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Shutterfly	*	27	0.37	1.90	65
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Snapchat		299	0.57	21.12	99

Appendix G

Persons Purchased and/or Used an EpiPen in the Last 12 Months Website and Social Media Usage

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Tumblr	*	59	0.71	4.18	125
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Twitter	*	165	0.47	11.69	83
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Yelp	*	28	0.17	2.00	30
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: YouTube		614	0.48	43.43	84
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Visited or used in last 30 days: Any Socializing/Networking/Photos/Video-sharing services		1,071	0.55	75.80	96
Activities using social media, photo or video-sharing site: Updated status/last 30 days		413	0.60	29.24	105
Activities using social media, photo or video-sharing site: Updated profile/last 30 days		263	0.48	18.60	85
Activities using social media, photo or video-sharing site: Posted a picture/last 30 days		659	0.58	46.60	103
Activities using social media, photo or video-sharing site: Used a filter on a picture/last 30 days	*	234	0.64	16.58	112
Activities using social media, photo or video-sharing site: Posted a video/last 30 days		267	0.52	18.87	91
Activities using social media, photo or video-sharing site: Posted a website link/last 30 days	*	193	0.57	13.67	100
Activities using social media, photo or video-sharing site: Visited a friend's profile or page/last 30 days		645	0.53	45.63	94
Activities using social media, photo or video-sharing site: Commented on a friend's post/last 30 days		582	0.51	41.20	89
Activities using social media, photo or video-sharing site: Posted a blog entry/last 30 days	*	85	1.17	6.01	206
Activities using social media, photo or video-sharing site: Rated or reviewed a product or service/last 30 days	*	178	0.76	12.62	133
Activities using social media, photo or video-sharing site: Sent a message or e-mail/last 30 days		683	0.55	48.34	97
Activities using social media, photo or video-sharing site: Used IM/last 30 days		279	0.58	19.74	101
Activities using social media, photo or video-sharing site: Played a game/last 30 days		386	0.76	27.30	134
Activities using social media, photo or video-sharing site: Invited people to an event/last 30 days	*	104	0.43	7.33	76
Activities using social media, photo or video-sharing site: Sent a real or virtual gift/last 30 days	*	88	1.62	6.24	284
Activities using social media, photo or video-sharing site: Posted that you "like" something/last 30 days		496	0.49	35.10	86
Activities using social media, photo or video-sharing site: "Followed" or became a "fan of" something or someone/last 30 days		285	0.48	20.15	84
Activities using social media, photo or video-sharing site: Clicked on an advertisement/last 30 days	*	215	0.49	15.25	87
Activities using social media, photo or video-sharing site: Watched a video/last 30 days		649	0.50	45.93	87
Activities using social media, photo or video-sharing site: Posted your current location/last 30 days	*	113	0.41	8.01	72

Appendix G

Persons Purchased and/or Used an EpiPen in the Last 12 Months Website and Social Media Usage

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Activities using social media, photo or video-sharing site: Re-posted or shared a post created by someone else/last 30 days	338	0.58	23.93	102
Google Play/past 30 days	* 12	0.22	0.86	38
Hulu/past 30 days	* 198	0.49	14.02	86
iTunes (video streaming)/past 30 days	* 15	0.21	1.09	37
Netflix/past 30 days	613	0.47	43.39	83
PlayStation Vue (video streaming)/past 30 days	* 10	0.33	0.74	57
Prime Video (measured as Amazon Video/Amazon Prime Video in Wave 77-79)/past 30 days	* 247	0.50	17.48	87
Sling TV/past 30 days	* 31	0.59	2.22	104
Sony Crackle (measured as Crackle in Waves 77-80)/past 30 days	* 19	0.53	1.36	92
Video Ads in grocery stores /Seen in last 6 mos	506	0.78	35.84	136
Video Ads in drug stores /Seen in last 6 mos	373	0.81	26.42	142
Video Ads in medical offices /Seen in last 6 mos	421	0.81	29.79	142
Video Ads in movie theater lobbies /Seen in last 6 mos	371	0.76	26.24	134
Video Ads in grocery stores Considerable or Some Interest	293	1.00	20.71	175
Video Ads in drug stores Considerable or Some Interest	* 188	1.00	13.29	175
Video Ads in shopping malls Considerable or Some Interest	* 192	0.88	13.59	154
Video Ads in shopping malls food courts Considerable or Some Interest	* 162	0.95	11.49	166
Video Ads in gym/health clubs Considerable or Some Interest	* 150	0.97	10.60	171
Video Ads in medical offices Considerable or Some Interest	* 217	0.95	15.35	166
Video Ads in movie theater lobbies Considerable or Some Interest	* 141	0.70	9.99	123

Source: 2019 Doublebase GfK MRI weighted to Population (000) – Base: All

* Projections are relatively unstable, use with caution

Appendix H

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Website and Social Media Usage

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>	
Website or search engines used/last 30 days: AOL/AOL.com	282	3.43	4.69	141	
Website or search engines used/last 30 days: Ask.com	*	82	2.66	1.36	110
Website or search engines used/last 30 days: Bing.com	661	2.76	11.00	114	
Website or search engines used/last 30 days: Google.com	5,139	2.52	85.49	104	
Website or search engines used/last 30 days: Yahoo.com	1,369	2.72	22.77	112	
Chat, Instant Messenger, video chat used/last 30 days: Facebook Messenger	3,151	2.51	52.42	104	
Chat, Instant Messenger, video chat used/last 30 days: FaceTime	1,687	2.76	28.07	114	
Chat, Instant Messenger, video chat used/last 30 days: Google Hangouts	299	2.74	4.98	113	
Chat, Instant Messenger, video chat used/last 30 days: Skype	760	3.39	12.64	140	
Chat, Instant Messenger, video chat used/last 30 days: Snapchat Chat	1,161	2.78	19.32	115	
Chat, Instant Messenger, video chat used/last 30 days: WeChat	*	40	1.94	0.66	80
Chat, Instant Messenger, video chat used/last 30 days: WhatsApp	810	2.59	13.48	107	
E-mail used/last 30 days: AOL Mail	369	2.62	6.13	108	
E-mail used/last 30 days: Gmail	3,458	2.61	57.53	108	
E-mail used/last 30 days: Outlook	1,428	2.77	23.75	114	
E-mail used/last 30 days: Yahoo! Mail	1,565	2.74	26.03	113	
ENTERTAINMENT Websites/apps visited or used in last 30 days: ABC	531	3.81	8.84	157	
ENTERTAINMENT Websites/apps visited or used in last 30 days: BuzzFeed	535	2.87	8.90	118	
ENTERTAINMENT Websites/apps visited or used in last 30 days: CBS	495	3.12	8.24	129	
ENTERTAINMENT Websites/apps visited or used in last 30 days: Disney.com	*	136	2.82	2.27	116
ENTERTAINMENT Websites/apps visited or used in last 30 days: Disney Channel	*	201	4.18	3.34	172
ENTERTAINMENT Websites/apps visited or used in last 30 days: Disney XD	*	42	2.70	0.70	111
ENTERTAINMENT Websites/apps visited or used in last 30 days: Fandango	448	2.92	7.45	120	
ENTERTAINMENT Websites/apps visited or used in last 30 days: Fox.com/FOX NOW	400	2.86	6.65	118	
ENTERTAINMENT Websites/apps visited or used in last 30 days: IMDb	782	2.97	13.01	122	
ENTERTAINMENT Websites/apps visited or used in last 30 days: MSN Entertainment	*	143	3.17	2.38	131
ENTERTAINMENT Websites/apps visited or used in last 30 days: MTV	*	97	1.67	1.61	69
ENTERTAINMENT Websites/apps visited or used in last 30 days: NBC	482	3.36	8.02	138	
ENTERTAINMENT Websites/apps visited or used in last 30 days: PBS.org or PBS Video	315	2.96	5.24	122	
ENTERTAINMENT Websites/apps visited or used in last 30 days: Popsugar	*	80	3.04	1.33	125
ENTERTAINMENT Websites/apps visited or used in last 30 days: Ticketmaster	543	2.95	9.03	122	
ENTERTAINMENT Websites/apps visited or used in last 30 days: Vevo	*	214	4.48	3.56	185
ENTERTAINMENT Websites/apps visited or used in last 30 days: Yahoo! Entertainment (measured as Yahoo! Movies in Waves 77-79)	*	159	2.90	2.65	120
FINANCE Websites/apps visited or used in last 30 days: CNBC	235	2.44	3.92	101	
FINANCE Websites/apps visited or used in last 30 days: MSN Money	*	119	2.08	1.98	86
FINANCE Websites/apps visited or used in last 30 days: TheStreet	*	60	2.98	1.00	123

Appendix H

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Website and Social Media Usage

	<u>Audience (000)</u>	<u>% Coverage</u>	<u>% Composition</u>	<u>Index</u>
FINANCE Websites/apps visited or used in last 30 days: Yahoo! Finance	310	3.57	5.16	147
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: Answers.com/WikiAnswers	315	3.04	5.24	125
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: eHow.com *	242	3.16	4.03	131
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: WebMD	1,744	3.11	29.02	128
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: Whitepages	288	2.92	4.79	121
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: Wikipedia	1,693	2.80	28.16	115
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: Yahoo! Answers	357	3.42	5.94	141
INFORMATION/REFERENCE Websites/apps visited or used in last 30 days: YP (Yellowpages) *	217	4.74	3.61	196
JOBS/CAREERS Websites/apps visited or used in last 30 days: CareerBuilder	301	3.50	5.01	144
JOBS/CAREERS Websites/apps visited or used in last 30 days: Monster	194	3.03	3.23	125
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: ABCNews	525	2.79	8.73	115
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: BBC.com	454	2.99	7.55	123
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: CBSNews	490	3.38	8.15	139
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: CNN	1,100	2.69	18.29	111
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: FOX News	791	2.20	13.16	91
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: HuffPost	595	2.83	9.90	117
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: NBCNews	368	2.69	6.13	111
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: NYTimes.com	788	2.68	13.11	110
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: Reuters	185	2.61	3.08	108
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: USAToday.com	532	2.67	8.85	110
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: WSJ.com	500	2.63	8.31	108
NEWS/COMMENTARY Websites/apps visited or used in last 30 days: Yahoo! News	539	2.78	8.97	115
SHOPPING Websites/apps visited or used in last 30 days: Amazon	3,352	2.67	55.76	110
SHOPPING Websites/apps visited or used in last 30 days: Coupons *	226	2.75	3.75	114
SHOPPING Websites/apps visited or used in last 30 days: eBay	1,188	2.62	19.77	108
SHOPPING Websites/apps visited or used in last 30 days: Groupon	702	2.69	11.67	111
SHOPPING Websites/apps visited or used in last 30 days: LivingSocial *	85	3.24	1.42	134
SHOPPING Websites/apps visited or used in last 30 days: Overstock	425	3.50	7.07	144
SPANISH LANGUAGE Websites/apps visited or used in last 30 days: Univision *	166	2.42	2.77	100
SPANISH LANGUAGE Websites/apps visited or used in last 30 days: Yahoo! en Español *	46	1.74	0.76	72
SPANISH LANGUAGE Visited or used in last 30 days: Any spanish language website/app *	253	2.49	4.22	103
SPORTS Websites/apps visited or used in last 30 days: BleacherReport.com or B-R	265	2.50	4.40	103
SPORTS Websites/apps visited or used in last 30 days: CBSSports *	228	2.51	3.80	103

Appendix H

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Website and Social Media Usage

	<u>Audience (000)</u>	<u>% Coverage</u>	<u>% Composition</u>	<u>Index</u>
SPORTS Websites/apps visited or used in last 30 days: ESPN	1,115	2.38	18.55	98
SPORTS Websites/apps visited or used in last 30 days: FOX Sports	452	2.51	7.52	103
SPORTS Websites/apps visited or used in last 30 days: MLB.com/MLB.com At Bat	275	2.59	4.57	107
SPORTS Websites/apps visited or used in last 30 days: NASCAR	* 101	1.93	1.67	80
SPORTS Websites/apps visited or used in last 30 days: NBA	314	2.31	5.22	95
SPORTS Websites/apps visited or used in last 30 days: NBCSports.com	* 188	2.83	3.13	117
SPORTS Websites/apps visited or used in last 30 days: NFL.com or NFL/NFL Mobile	489	2.38	8.14	98
SPORTS Websites/apps visited or used in last 30 days: WWE	* 99	2.17	1.65	89
SPORTS Websites/apps visited or used in last 30 days: Yahoo! Sports	261	2.52	4.34	104
TECHNOLOGY Websites/apps visited or used in last 30 days: CNET	201	2.32	3.34	96
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Airbnb	476	2.95	7.92	122
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Bings Maps	* 92	2.93	1.52	121
TRAVEL/MAPS Websites/apps visited or used in last 30 days: CheapTickets	458	4.39	7.62	181
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Expedia	667	3.33	11.10	137
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Google Maps	2,732	2.69	45.45	111
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Hotels.com	532	3.29	8.84	136
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Hotwire	* 193	3.56	3.21	147
TRAVEL/MAPS Websites/apps visited or used in last 30 days: MapQuest	873	2.94	14.53	121
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Orbitz	250	4.08	4.16	168
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Priceline	289	3.00	4.81	124
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Travelocity	372	2.89	6.18	119
TRAVEL/MAPS Websites/apps visited or used in last 30 days: TripAdvisor	560	3.12	9.31	129
TRAVEL/MAPS Websites/apps visited or used in last 30 days: Yahoo! Maps	374	3.20	6.22	132
WEATHER Websites/apps visited or used in last 30 days: AccuWeather	1,119	2.65	18.62	109
WEATHER Websites/apps visited or used in last 30 days: The Weather Channel (weather.com)	2,617	2.93	43.54	121
WEATHER Websites/apps visited or used in last 30 days: WeatherBug	289	2.46	4.81	102
WEATHER Websites/apps visited or used in last 30 days: Weather Underground (wunderground.com)	* 266	2.60	4.42	107
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Facebook	3,988	2.49	66.34	103
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Flickr	* 66	2.87	1.09	118
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Instagram	2,231	2.85	37.12	118
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: LinkedIn	879	2.80	14.63	115
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Periscope	* 44	3.07	0.72	127

Appendix H

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Website and Social Media Usage

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Photobucket	*	44	2.03	0.74	84
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Pinterest		1,544	2.96	25.69	122
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Reddit		279	2.00	4.64	82
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Shutterfly	*	208	2.85	3.45	118
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Snapchat		1,475	2.80	24.53	115
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Tumblr	*	256	3.08	4.26	127
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Twitter		1,024	2.94	17.04	121
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: Yelp		548	3.26	9.12	135
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Websites/apps visited or used in last 30 days: YouTube		3,039	2.36	50.55	97
SOCIAL MEDIA/PHOTO/VIDEO-SHARING Visited or used in last 30 days: Any Socializing/Networking/Photos/Video-sharing services		4,817	2.47	80.13	102
Activities using social media, photo or video-sharing site: Updated status/last 30 days		1,957	2.83	32.55	117
Activities using social media, photo or video-sharing site: Updated profile/last 30 days		1,621	2.99	26.96	123
Activities using social media, photo or video-sharing site: Posted a picture/last 30 days		3,081	2.73	51.26	113
Activities using social media, photo or video-sharing site: Used a filter on a picture/last 30 days		1,217	3.32	20.25	137
Activities using social media, photo or video-sharing site: Posted a video/last 30 days		1,447	2.80	24.08	115
Activities using social media, photo or video-sharing site: Posted a website link/last 30 days		995	2.92	16.55	121
Activities using social media, photo or video-sharing site: Visited a friend's profile or page/last 30 days		3,270	2.71	54.40	112
Activities using social media, photo or video-sharing site: Commented on a friend's post/last 30 days		3,100	2.71	51.56	112
Activities using social media, photo or video-sharing site: Posted a blog entry/last 30 days	*	175	2.42	2.91	100
Activities using social media, photo or video-sharing site: Rated or reviewed a product or service/last 30 days		642	2.73	10.68	112
Activities using social media, photo or video-sharing site: Sent a message or e-mail/last 30 days		3,350	2.71	55.73	112
Activities using social media, photo or video-sharing site: Used IM/last 30 days		1,153	2.38	19.18	98
Activities using social media, photo or video-sharing site: Played a game/last 30 days		1,354	2.68	22.53	110
Activities using social media, photo or video-sharing site: Invited people to an event/last 30 days		758	3.17	12.61	131

Appendix H

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Website and Social Media Usage

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Activities using social media, photo or video-sharing site: Sent a real or virtual gift/last 30 days *	180	3.30	2.99	136
Activities using social media, photo or video-sharing site: Posted that you "like" something/last 30 days	2,689	2.66	44.73	110
Activities using social media, photo or video-sharing site: "Followed" or became a "fan of" something or someone/last 30 days	1,673	2.83	27.83	117
Activities using social media, photo or video-sharing site: Clicked on an advertisement/last 30 days	1,225	2.81	20.38	116
Activities using social media, photo or video-sharing site: Watched a video/last 30 days	3,117	2.39	51.85	99
Activities using social media, photo or video-sharing site: Posted your current location/last 30 days	885	3.20	14.72	132
Activities using social media, photo or video-sharing site: Re-posted or shared a post created by someone else/last 30 days	1,658	2.86	27.58	118
Google Play/past 30 days *	162	2.86	2.70	118
Hulu/past 30 days	987	2.44	16.42	101
iTunes (video streaming)/past 30 days *	184	2.56	3.07	105
Netflix/past 30 days	3,254	2.50	54.13	103
PlayStation Vue (video streaming)/past 30 days *	70	2.18	1.16	90
Prime Video (measured as Amazon Video/Amazon Prime Video in Wave 77-79)/past 30 days	1,268	2.55	21.09	105
Sling TV/past 30 days *	111	2.11	1.85	87
Sony Crackle (measured as Crackle in Waves 77-80)/past 30 days *	77	2.10	1.27	86
Video Ads in grocery stores /Seen in last 6 mos	1,712	2.63	28.47	108
Video Ads in drug stores /Seen in last 6 mos	1,366	2.96	22.72	122
Video Ads in medical offices /Seen in last 6 mos	1,690	3.24	28.11	134
Video Ads in movie theater lobbies /Seen in last 6 mos	1,612	3.31	26.82	137
Video Ads in grocery stores Considerable or Some Interest	812	2.76	13.51	114
Video Ads in drug stores Considerable or Some Interest	576	3.07	9.59	127
Video Ads in shopping malls Considerable or Some Interest	538	2.46	8.95	102
Video Ads in shopping malls food courts Considerable or Some Interest	461	2.68	7.66	111
Video Ads in gym/health clubs Considerable or Some Interest	503	3.27	8.37	135
Video Ads in medical offices Considerable or Some Interest	819	3.57	13.63	147
Video Ads in movie theater lobbies Considerable or Some Interest	698	3.48	11.60	143

*Projections relatively unstable, use with caution. Source: 2019 Doublebase GfK MRI weighted to population (000)

Appendix I**Persons Purchased and/or Used an EpiPen in the Last 12 Months****Print Media Ranking**

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazines Print + Digital AARP The Magazine [37]	387	1.00	27.37	175
Magazines Print + Digital People [37]	326	0.90	23.04	158
Magazines Print + Digital Parade [37]	305	0.73	21.60	127
Magazines Print + Digital Better Homes & Gardens [37]	* 222	0.68	15.71	120
Magazines Print + Digital National Geographic [37]	* 204	0.66	14.43	116
Magazines Print + Digital Sports Illustrated [measured as a weekly in Waves 77-79] [37]	* 169	0.97	11.93	170
Magazines Print + Digital Rolling Stone [measured as a biweekly in Waves 77-79] [37]	* 155	1.40	10.99	245
Magazines Print + Digital Cosmopolitan [37]	* 132	0.91	9.33	160
Magazines Print + Digital Good Housekeeping [37]	* 131	0.72	9.29	126
Magazines Print + Digital Forbes [measured as a triweekly in Waves 77-78] [37]	* 123	1.58	8.68	278
Magazines Print + Digital ESPN The Magazine [measured as a biweekly in Waves 77-78 and as a triweekly in Waves 79-80] [37]	* 106	0.61	7.49	107
Magazines Print + Digital Costco Connection [measured as The Costco Connection in Waves 77-79] [37]	* 104	0.39	7.33	68
Magazines Print + Digital Country Living [37]	* 103	0.87	7.30	152
Magazines Print + Digital HGTV Magazine [37]	* 103	0.96	7.29	168
Magazines Print + Digital Us Weekly [37]	* 103	0.97	7.26	170
Magazines Print + Digital Reader's Digest [37]	* 101	0.59	7.12	103
Magazines Print + Digital Time [37]	* 100	0.58	7.10	102
Magazines Print + Digital O, The Oprah Magazine [37]	* 99	0.99	6.98	173
Magazines Print + Digital Food Network Magazine [37]	* 97	0.72	6.85	126
Magazines Print + Digital TV Guide Magazine [measured as TV Guide in Waves 77-78] [37]	* 96	0.93	6.80	164
Magazines Print + Digital Discover [measured as a monthly in Waves 77-80] [37]	* 90	1.48	6.38	259
Magazines Print + Digital Woman's Day [37]	* 88	0.60	6.24	105
Magazines Print + Digital Diabetes Self-Management [37]	* 86	1.39	6.08	243
Magazines Print + Digital Smithsonian [37]	* 86	1.18	6.06	206
Magazines Print + Digital Travel + Leisure [37]	* 83	1.37	5.89	240
Magazines Print + Digital Game Informer [37]	* 82	0.74	5.82	130
Magazines Print + Digital National Wildlife [37]	* 82	1.22	5.77	215
Magazines Print + Digital Vogue [37]	* 82	0.74	5.79	131
Magazines Print + Digital Southern Living [37]	* 81	0.51	5.75	89
Magazines Print + Digital Family Circle [37]	* 79	0.69	5.61	120
Magazines Print + Digital Parents [37]	* 74	0.79	5.22	139
Magazines Print + Digital Consumer Reports [37]	* 73	0.67	5.20	118
Magazines Print + Digital In Style [37]	* 73	0.96	5.13	168
Magazines Print + Digital Money [37]	* 73	1.39	5.17	244
Magazines Print + Digital The New Yorker [37]	* 72	1.44	5.07	253

Appendix I**Persons Purchased and/or Used an EpiPen in the Last 12 Months****Print Media Ranking**

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>	
Magazines Print + Digital	Allrecipes Magazine [measured as a bimonthly in Waves 77-80] [37]	*	71	0.85	5.02	148
Magazines Print + Digital	Car Craft [37]	*	67	3.05	4.73	536
Magazines Print + Digital	Essence [37]	*	67	1.06	4.74	185
Magazines Print + Digital	Men's Health [37]	*	67	0.57	4.71	99
Magazines Print + Digital	Outdoor Life [measured as a monthly in Waves 77-79 and as a bimonthly in Wave 80] [37]	*	66	1.15	4.65	202
Magazines Print + Digital	Women's Health [37]	*	66	0.61	4.68	108
Magazines Print + Digital	Rachael Ray Every Day [37]	*	61	1.03	4.31	180
Magazines Print + Digital	Taste of Home [37]	*	60	0.48	4.22	84
Magazines Print + Digital	Car And Driver [37]	*	56	0.68	3.93	119
Magazines Print + Digital	Bon Appetit [37]	*	55	0.81	3.87	143
Magazines Print + Digital	Elle [37]	*	54	1.18	3.82	206
Magazines Print + Digital	In Touch [37]	*	54	1.08	3.80	190
Magazines Print + Digital	American Legion	*	53	1.64	3.75	287
Magazines Print + Digital	Health [37]	*	53	0.60	3.77	105
Magazines Print + Digital	VFW Magazine	*	53	1.85	3.76	324
Magazines Print + Digital	Woman's World [37]	*	52	0.88	3.65	154
Magazines Print + Digital	Diabetes Forecast [37]	*	51	1.10	3.61	193
Magazines Print + Digital	EatingWell [measured as a bimonthly in Waves 77-80] [37]	*	50	0.76	3.53	133
Magazines Print + Digital	First For Women	*	50	1.47	3.53	258
Magazines Print + Digital	Prevention [37]	*	50	0.97	3.55	170
Magazines Print + Digital	Entertainment Weekly [37]	*	49	0.56	3.48	99
Magazines Print + Digital	Field & Stream [measured as a monthly in Waves 77-79] [37]	*	48	0.57	3.40	100
Magazines Print + Digital	Guns & Ammo [37]	*	48	0.49	3.41	86
Magazines Print + Digital	Allure [37]	*	47	0.89	3.31	156
Magazines Print + Digital	Motor Trend [37]	*	47	0.72	3.35	127
Magazines Print + Digital	Popular Science [measured as a bimonthly in Waves 77-80] [37]	*	47	0.62	3.34	109
Magazines Print + Digital	Shape [37]	*	46	1.02	3.25	178
Magazines Print + Digital	Hot Rod [37]	*	45	0.85	3.16	149
Magazines Print + Digital	Arthritis Today [measured as a bimonthly in Waves 77-80] [37]	*	43	0.96	3.02	169
Magazines Print + Digital	Bassmaster [37]	*	43	1.18	3.05	207
Magazines Print + Digital	Family Handyman [measured as a monthly in Wave 77] [37]	*	43	0.90	3.05	157
Magazines Print + Digital	Popular Mechanics [37]	*	41	0.62	2.90	109
Magazines Print + Digital	Star [37]	*	40	0.78	2.86	138
Magazines Print + Digital	Street Rodder [37]	*	40	1.94	2.83	341

Appendix I**Persons Purchased and/or Used an EpiPen in the Last 12 Months****Print Media Ranking**

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazines Print + Digital Martha Stewart Living [37]	* 39	0.53	2.76	94
Magazines Print + Digital Muscle & Fitness [37]	* 38	0.68	2.71	118
Magazines Print + Digital Real Simple [37]	* 38	0.55	2.68	97
Magazines Print + Digital Birds & Blooms	* 37	0.70	2.63	123
Magazines Print + Digital The Economist [37]	* 37	1.41	2.60	247
Magazines Print + Digital New York Magazine [37]	* 35	1.08	2.46	190
Magazines Print + Digital Food & Wine [37]	* 34	0.46	2.38	81
Magazines Print + Digital Golf Magazine [37]	* 34	0.80	2.40	140
Magazines Print + Digital OK! [37]	* 34	0.97	2.41	170
Magazines Print + Digital GQ (Gentlemen's Quarterly) [37]	* 33	0.58	2.37	101
Magazines Print + Digital House Beautiful [37]	* 33	0.65	2.35	114
Magazines Print + Digital Psychology Today [37]	* 33	0.97	2.30	170
Magazines Print + Digital United Hemispheres	* 33	1.14	2.31	199
Magazines Print + Digital Yankee	* 33	1.98	2.36	347
Magazines Print + Digital American Rifleman [37]	* 32	0.53	2.25	93
Magazines Print + Digital Country	* 32	0.78	2.24	136
Magazines Print + Digital Kiplinger's Personal Finance [37]	* 32	2.01	2.25	353
Magazines Print + Digital National Geographic Kids [37]	* 31	0.43	2.17	75
Magazines Print + Digital Road & Track [37]	* 31	1.14	2.22	200
Magazines Print + Digital Golf Digest [37]	* 29	0.60	2.02	105
Magazines Print + Digital Harper's Bazaar [37]	* 29	0.97	2.05	170
Magazines Print + Digital Life & Style Weekly [37]	* 29	0.84	2.03	148
Magazines Print + Digital This Old House [37]	* 29	0.45	2.07	79
Magazines Print + Digital Cooking with Paula Deen [37]	* 28	0.83	1.99	146
Magazines Print + Digital Delta Sky Magazine [37]	* 28	0.44	1.95	78
Magazines Print + Digital Midwest Living	* 28	1.02	1.96	179
Magazines Print + Digital Boating [37]	* 27	1.17	1.88	204
Magazines Print + Digital National Geographic Traveler [37]	* 27	0.24	1.89	42
Magazines Print + Digital Runner's World [measured as a monthly in Waves 77-79] [37]	* 27	1.21	1.91	212
Magazines Print + Digital Saltwater Sportsman	* 26	1.53	1.82	268
Magazines Print + Digital Scientific American [37]	* 26	0.99	1.80	174
Magazines Print + Digital Sunset	* 26	0.66	1.85	115
Magazines Print + Digital Wine Spectator [37]	* 26	0.94	1.81	164
Magazines Print + Digital Game & Fish [Prior to Wave 78 measured as two separate, but related titles] [37]	* 25	0.59	1.78	103
Magazines Print + Digital Mother Earth News [37]	* 25	0.90	1.78	157
Magazines Print + Digital Entrepreneur [measured as a monthly in Waves 77-80] [37]	* 24	0.77	1.70	135

Appendix I**Persons Purchased and/or Used an EpiPen in the Last 12 Months****Print Media Ranking**

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazines Print + Digital Fortune [37]	* 24	0.91	1.73	160
Magazines Print + Digital Four Wheeler [37]	* 24	1.06	1.66	186
Magazines Print + Digital Golfweek [measured as a biweekly in Wave 77] [37]	* 24	1.21	1.72	213
Magazines Print + Digital Vanity Fair [37]	* 24	0.32	1.69	56
Magazines Print + Digital WebMD Magazine [37]	* 24	0.25	1.68	44
Magazines Print + Digital Bridal Guide [37]	* 23	0.70	1.66	122
Magazines Print + Digital Conde Nast Traveler [measured as a monthly in Waves 77-80] [37]	* 22	0.71	1.57	124
Magazines Print + Digital 4 Wheel & Off-Road [37]	* 22	0.97	1.59	170
Magazines Print + Digital National Enquirer [37]	* 22	0.41	1.52	72
Magazines Print + Digital Wired [37]	* 22	0.65	1.57	114
Magazines Print + Digital Hunting [37]	* 21	0.52	1.46	91
Magazines Print + Digital Inc. [measured as a monthly in Waves 77-79] [37]	* 21	1.47	1.45	258
Magazines Print + Digital Outside [measured as a monthly in Waves 77-80] [37]	* 21	0.78	1.50	136
Magazines Print + Digital Architectural Digest [37]	* 20	0.71	1.43	125
Magazines Print + Digital The Elks Magazine	* 19	1.64	1.33	287
Magazines Print + Digital Autoweek [37]	* 18	0.96	1.30	169
Magazines Print + Digital Ducks Unlimited [37]	* 18	0.61	1.29	108
Magazines Print + Digital People en Español [37]	* 18	0.27	1.28	47
Magazines Print + Digital Southwest: The Magazine [37]	* 18	0.30	1.30	52
Magazines Print + Digital American Hunter [37]	* 17	0.39	1.17	69
Magazines Print + Digital Automobile [37]	* 17	0.56	1.17	98
Magazines Print + Digital Cigar Aficionado	* 17	1.08	1.22	190
Magazines Print + Digital Marie Claire [37]	* 17	0.54	1.17	95
Magazines Print + Digital Motorcyclist [37]	* 17	0.60	1.20	105
Magazines Print + Digital Bloomberg Businessweek [37]	* 15	0.75	1.09	132
Magazines Print + Digital Saturday Evening Post	* 15	0.93	1.06	162
Magazines Print + Digital Super Chevy [37]	* 14	0.55	0.97	97
Magazines Print + Digital Town & Country [37]	* 14	0.39	0.97	69
Magazines Print + Digital The Atlantic [37]	* 13	0.54	0.92	94
Magazines Print + Digital Black Enterprise [measured as a monthly in Waves 77-78 and as a bimonthly in Waves 79-80] [37]	* 13	0.55	0.90	97
Magazines Print + Digital Guideposts	* 13	0.27	0.90	47
Magazines Print + Digital Traditional Home [37]	* 13	0.34	0.95	60
Magazines Print + Digital Brides [37]	* 10	0.22	0.73	38
Magazines Print + Digital Country Sampler	* 9	0.44	0.65	77
Magazines Print + Digital Dwell	* 8	0.79	0.55	139
Magazines Print + Digital Maxim [measured as a monthly in Waves 77-79] [37]	* 8	0.23	0.58	40
Magazines Print + Digital Reminisce	* 8	0.48	0.57	84

Appendix I**Persons Purchased and/or Used an EpiPen in the Last 12 Months****Print Media Ranking**

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazines Print + Digital	Sierra	* 7	0.72	0.46	126
Magazines Print + Digital	Texas Monthly [37]	* 7	0.29	0.52	51
Magazines Print + Digital	American Way	* 6	0.18	0.44	32
Magazines Print + Digital	Yoga Journal [measured as a monthly in Waves 77-80] [37]	* 6	0.29	0.45	52
Magazines Print + Digital	Bicycling [measured as a monthly in Waves 77-79] [37]	* 5	0.33	0.34	58
Magazines Print + Digital	Elle Decor [37]	* 5	0.25	0.33	44
Magazines Print + Digital	Boys' Life	* 4	0.25	0.29	44
Magazines Print + Digital	In-Fisherman [37]	* 4	0.13	0.29	23
Magazines Print + Digital	Soap Opera Digest	* 2	0.09	0.15	16
Magazines Print + Digital	Ski	* 1	0.11	0.09	19
Magazines Print + Digital	Tennis [37]	* 1	0.10	0.08	18
Magazines Print + Digital	USA Hockey [37]	* 1	0.07	0.05	12
Magazines Print + Digital	Backpacker [measured as a monthly in Waves 77-80] [37]	* 0	0.00	0.00	0
Magazines Print + Digital	Esquire [37]	* 0	0.00	0.00	0
Magazines Print + Digital	Veranda	* 0	0.00	0.00	0
Magazines Print + Digital	W [measured as a monthly in Waves 77-79]	* 0	0.00	0.00	0

Source: 2019 Doublebase GfK MRI weighted to Population (000) – Base: All

* Projections are relatively unstable, use with caution

Appendix J

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Print Media Ranking

	<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazines Print + Digital AARP The Magazine [37]	1,225	3.16	20.37	130
Magazines Print + Digital Better Homes & Gardens [37]	1,144	3.52	19.04	145
Other/Newspaper/Group: Parade Carrier Newspapers {newspaper}	1,114	2.65	18.54	109
Magazines Print + Digital People [37]	1,059	2.92	17.61	121
Magazines Print + Digital National Geographic [37]	835	2.71	13.89	112
Magazines Print + Digital Good Housekeeping [37]	700	3.82	11.65	157
Magazines Print + Digital Costco Connection [measured as The Costco Connection in Waves 77-79] [37]	666	2.49	11.08	103
Magazines Print + Digital Woman's Day [37]	612	4.15	10.18	171
Magazines Print + Digital Time [37]	550	3.17	9.15	131
Magazines Print + Digital Reader's Digest [37]	511	2.98	8.51	123
Magazines Print + Digital Cosmopolitan [37]	495	3.42	8.23	141
Magazines Print + Digital Southern Living [37]	470	2.93	7.82	121
Magazines Print + Digital Women's Health [37]	405	3.77	6.75	155
Magazines Print + Digital Taste of Home [37]	402	3.22	6.68	133
Magazines Print + Digital O, The Oprah Magazine [37]	399	3.99	6.63	164
Magazines Print + Digital ESPN The Magazine [measured as a biweekly in Waves 77-78 and as a triweekly in Waves 79-80] [37]	390	2.25	6.49	93
Magazines Print + Digital Food Network Magazine [37]	390	2.90	6.48	120
Magazines Print + Digital Vogue [37]	372	3.39	6.20	140
Magazines Print + Digital Sports Illustrated [measured as a weekly in Waves 77-79] [37]	369	2.13	6.14	88
Magazines Print + Digital Us Weekly [37]	368	3.47	6.11	143
Magazines Print + Digital Country Living [37]	365	3.06	6.07	126
Magazines Print + Digital WebMD Magazine [37]	351	3.71	5.83	153
Magazines Print + Digital National Wildlife [37]	338	5.08	5.63	209
Magazines Print + Digital In Style [37]	329	4.35	5.46	179
Magazines Print + Digital Family Circle [37]	328	2.84	5.46	117
Magazines Print + Digital National Geographic Traveler [37]	328	2.96	5.46	122
Magazines Print + Digital EatingWell [measured as a bimonthly in Waves 77-80] [37]	323	4.91	5.37	202
Magazines Print + Digital Consumer Reports [37]	314	2.87	5.22	119
Magazines Print + Digital HGTV Magazine [37]	310	2.89	5.16	119
Magazines Print + Digital Men's Health [37]	304	2.59	5.06	107
Magazines Print + Digital Parents [37]	303	3.26	5.03	134
Magazines Print + Digital Allrecipes Magazine [measured as a bimonthly in Waves 77-80] [37]	290	3.45	4.83	142
Magazines Print + Digital Vanity Fair [37]	290	3.86	4.83	159

Appendix J

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Print Media Ranking

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>	
Magazines Print + Digital	Game Informer [37]	*	277	2.50	4.61	103
Magazines Print + Digital	Entertainment Weekly [37]		272	3.11	4.52	128
Magazines Print + Digital	Rolling Stone [measured as a biweekly in Waves 77-79] [37]	*	272	2.45	4.53	101
Magazines Print + Digital	Guns & Ammo [37]		265	2.68	4.41	111
Magazines Print + Digital	Bon Appetit [37]		260	3.86	4.32	159
Magazines Print + Digital	Elle [37]	*	260	5.67	4.33	234
Magazines Print + Digital	Health [37]		258	2.90	4.30	120
Magazines Print + Digital	Essence [37]		256	4.04	4.26	167
Magazines Print + Digital	TV Guide Magazine [measured as TV Guide in Waves 77-78] [37]	*	241	2.34	4.00	96
Magazines Print + Digital	Arthritis Today [measured as a bimonthly in Waves 77-80] [37]	*	236	5.31	3.93	219
Magazines Print + Digital	Food & Wine [37]		229	3.14	3.82	129
Magazines Print + Digital	Forbes [measured as a triweekly in Waves 77-78] [37]	*	228	2.94	3.80	121
Magazines Print + Digital	Woman's World [37]	*	227	3.87	3.77	159
Magazines Print + Digital	Delta Sky Magazine [37]	*	224	3.62	3.73	149
Magazines Print + Digital	Popular Science [measured as a bimonthly in Waves 77-80] [37]	*	217	2.86	3.62	118
Magazines Print + Digital	Travel + Leisure [37]	*	215	3.52	3.58	145
Magazines Print + Digital	Martha Stewart Living [37]	*	213	2.92	3.54	120
Magazines Print + Digital	The New Yorker [37]	*	213	4.30	3.55	177
Magazines Print + Digital	In Touch [37]	*	210	4.23	3.49	175
Magazines Print + Digital	Prevention [37]	*	210	4.05	3.50	167
Magazines Print + Digital	American Rifleman [37]	*	207	3.45	3.45	142
Magazines Print + Digital	Harper's Bazaar [37]	*	204	6.80	3.39	280
Magazines Print + Digital	People en Español [37]	*	204	3.03	3.40	125
Magazines Print + Digital	Birds & Blooms	*	193	3.63	3.21	150
Magazines Print + Digital	Discover [measured as a monthly in Waves 77-80] [37]	*	193	3.17	3.21	131
Magazines Print + Digital	Guideposts	*	192	4.02	3.20	166
Magazines Print + Digital	House Beautiful [37]	*	187	3.66	3.10	151
Magazines Print + Digital	Brides [37]	*	185	3.86	3.07	159
Magazines Print + Digital	Star [37]	*	184	3.57	3.06	147
Magazines Print + Digital	Popular Mechanics [37]	*	182	2.76	3.02	114
Magazines Print + Digital	Real Simple [37]	*	181	2.64	3.01	109
Magazines Print + Digital	Smithsonian [37]	*	177	2.43	2.94	100
Magazines Print + Digital	Southwest: The Magazine [37]	*	177	2.84	2.94	117

Appendix J

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Print Media Ranking

		<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>	
Magazines Print + Digital	National Geographic Kids [37]	*	176	2.46	2.92	102
Magazines Print + Digital	Outdoor Life [measured as a monthly in Waves 77-79 and as a bimonthly in Wave 80] [37]	*	176	3.08	2.93	127
Magazines Print + Digital	Rachael Ray Every Day [37]	*	176	2.98	2.94	123
Magazines Print + Digital	Diabetes Self-Management [37]	*	166	2.68	2.77	110
Magazines Print + Digital	Field & Stream [measured as a monthly in Waves 77-79] [37]	*	164	1.95	2.72	81
Magazines Print + Digital	Marie Claire [37]	*	162	5.28	2.70	218
Magazines Print + Digital	Traditional Home [37]	*	161	4.11	2.67	169
Magazines Print + Digital	OK! [37]	*	158	4.49	2.63	185
Magazines Print + Digital	Muscle & Fitness [37]	*	155	2.72	2.57	112
Magazines Print + Digital	Shape [37]	*	153	3.38	2.54	140
Magazines Print + Digital	Car And Driver [37]	*	148	1.82	2.47	75
Magazines Print + Digital	National Enquirer [37]	*	145	2.76	2.41	114
Magazines Print + Digital	Sunset	*	145	3.66	2.42	151
Magazines Print + Digital	Allure [37]	*	142	2.69	2.35	111
Magazines Print + Digital	Bridal Guide [37]	*	138	4.11	2.30	169
Magazines Print + Digital	United Hemispheres	*	134	4.67	2.23	193
Magazines Print + Digital	Psychology Today [37]	*	132	3.93	2.19	162
Magazines Print + Digital	Elle Decor [37]	*	127	6.79	2.11	280
Magazines Print + Digital	Golf Digest [37]	*	125	2.61	2.08	108
Magazines Print + Digital	Money [37]	*	125	2.37	2.08	98
Magazines Print + Digital	Country	*	124	3.03	2.06	125
Magazines Print + Digital	Diabetes Forecast [37]	*	123	2.66	2.05	110
Magazines Print + Digital	GQ (Gentlemen's Quarterly) [37]	*	121	2.10	2.02	87
Magazines Print + Digital	Life & Style Weekly [37]	*	115	3.39	1.92	140
Magazines Print + Digital	Motor Trend [37]	*	115	1.75	1.91	72
Magazines Print + Digital	Motorcyclist [37]	*	115	4.07	1.92	168
Magazines Print + Digital	Game & Fish [Prior to Wave 78 measured as two separate, but related titles] [37]	*	114	2.65	1.89	109
Magazines Print + Digital	Cooking with Paula Deen [37]	*	113	3.34	1.88	138
Magazines Print + Digital	The Economist [37]	*	113	4.31	1.87	178
Magazines Print + Digital	New York Magazine [37]	*	113	3.52	1.88	145
Magazines Print + Digital	Family Handyman [measured as a monthly in Wave 77] [37]	*	112	2.33	1.86	96
Magazines Print + Digital	Town & Country [37]	*	112	3.17	1.86	131
Magazines Print + Digital	Golf Magazine [37]	*	111	2.61	1.85	108

Appendix J**Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months****Print Media Ranking**

			<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazines Print + Digital	This Old House [37]	*	108	1.66	1.80	69
Magazines Print + Digital	American Hunter [37]	*	107	2.55	1.78	105
Magazines Print + Digital	Maxim [measured as a monthly in Waves 77-79] [37]	*	105	2.93	1.75	121
Magazines Print + Digital	Conde Nast Traveler [measured as a monthly in Waves 77-80] [37]	*	104	3.32	1.73	137
Magazines Print + Digital	Scientific American [37]	*	95	3.69	1.58	152
Magazines Print + Digital	Wired [37]	*	93	2.72	1.55	112
Magazines Print + Digital	Esquire [37]	*	90	3.06	1.50	126
Magazines Print + Digital	American Way	*	89	2.63	1.48	108
Magazines Print + Digital	Ducks Unlimited [37]	*	86	2.89	1.42	119
Magazines Print + Digital	Texas Monthly [37]	*	86	3.38	1.42	140
Magazines Print + Digital	Hot Rod [37]	*	85	1.61	1.41	66
Magazines Print + Digital	Hunting [37]	*	82	2.06	1.37	85
Magazines Print + Digital	Fortune [37]	*	81	3.01	1.35	124
Magazines Print + Digital	Soap Opera Digest	*	80	3.25	1.34	134
Magazines Print + Digital	Wine Spectator [37]	*	79	2.89	1.31	119
Magazines Print + Digital	Outside [measured as a monthly in Waves 77-80] [37]	*	78	2.86	1.30	118
Magazines Print + Digital	Street Rodder [37]	*	77	3.73	1.28	154
Magazines Print + Digital	VFW Magazine	*	75	2.62	1.25	108
Magazines Print + Digital	The Atlantic [37]	*	72	2.98	1.20	123
Magazines Print + Digital	Veranda	*	72	7.27	1.20	300
Magazines Print + Digital	Architectural Digest [37]	*	69	2.41	1.14	100
Magazines Print + Digital	First For Women	*	69	2.04	1.15	84
Magazines Print + Digital	Road & Track [37]	*	68	2.46	1.13	102
Magazines Print + Digital	American Legion	*	67	2.07	1.12	85
Magazines Print + Digital	Yoga Journal [measured as a monthly in Waves 77-80] [37]	*	66	3.05	1.10	126
Magazines Print + Digital	Boating [37]	*	64	2.82	1.07	116
Magazines Print + Digital	Entrepreneur [measured as a monthly in Waves 77-80] [37]	*	64	2.05	1.07	85
Magazines Print + Digital	Country Sampler	*	63	3.03	1.05	125
Magazines Print + Digital	Yankee	*	63	3.75	1.05	155
Magazines Print + Digital	Bassmaster [37]	*	61	1.67	1.02	69
Magazines Print + Digital	In-Fisherman [37]	*	60	1.88	1.00	78
Magazines Print + Digital	Mother Earth News [37]	*	57	2.01	0.94	83
Magazines Print + Digital	Inc. [measured as a monthly in Waves 77-79] [37]	*	55	3.93	0.91	162

Appendix J

Ailments/Remedies: Allergy/Hay Fever Used a Branded Prescription Remedy Within the Last 12 Months

Print Media Ranking

			<u>Audience</u> <u>(000)</u>	<u>%</u> <u>Coverage</u>	<u>%</u> <u>Composition</u>	<u>Index</u>
Magazines Print + Digital	Runner's World [measured as a monthly in Waves 77-79] [37]	*	53	2.37	0.88	98
Magazines Print + Digital	Automobile [37]	*	52	1.78	0.87	73
Magazines Print + Digital	Black Enterprise [measured as a monthly in Waves 77-78 and as a bimonthly in Waves 79-80] [37]	*	52	2.23	0.86	92
Magazines Print + Digital	Kiplinger's Personal Finance [37]	*	52	3.32	0.87	137
Magazines Print + Digital	Boys' Life	*	51	3.11	0.85	128
Magazines Print + Digital	Bicycling [measured as a monthly in Waves 77-79] [37]	*	50	3.44	0.84	142
Magazines Print + Digital	4 Wheel & Off-Road [37]	*	50	2.16	0.83	89
Magazines Print + Digital	Reminisce	*	50	2.93	0.83	121
Magazines Print + Digital	Midwest Living	*	48	1.78	0.80	73
Magazines Print + Digital	Autoweek [37]	*	45	2.36	0.75	97
Magazines Print + Digital	Ski	*	45	3.90	0.74	161
Magazines Print + Digital	Golfweek [measured as a biweekly in Wave 77] [37]	*	44	2.17	0.72	90
Magazines Print + Digital	Backpacker [measured as a monthly in Waves 77-80] [37]	*	43	3.12	0.72	129
Magazines Print + Digital	W [measured as a monthly in Waves 77-79]	*	43	3.96	0.72	163
Magazines Print + Digital	Four Wheeler [37]	*	40	1.80	0.67	74
Magazines Print + Digital	Bloomberg Businessweek [37]	*	39	1.92	0.65	79
Magazines Print + Digital	Cigar Aficionado	*	39	2.45	0.65	101
Magazines Print + Digital	Saturday Evening Post	*	36	2.25	0.60	93
Magazines Print + Digital	Dwell	*	34	3.46	0.57	143
Magazines Print + Digital	Super Chevy [37]	*	29	1.16	0.48	48
Magazines Print + Digital	USA Hockey [37]	*	29	2.87	0.48	118
Magazines Print + Digital	Tennis [37]	*	28	2.42	0.46	100
Magazines Print + Digital	Sierra	*	22	2.44	0.37	100
Magazines Print + Digital	Car Craft [37]	*	21	0.96	0.35	40
Magazines Print + Digital	Saltwater Sportsman	*	20	1.19	0.33	49
Magazines Print + Digital	The Elks Magazine	*	15	1.28	0.24	53

*Projections relatively unstable, use with caution. Source: 2019 Doublebase GfK MRI weighted to population (000)

Exhibit 3

PLAN OF ALLOCATION

This Plan of Allocation will govern distributions from the net proceeds of the \$264,000,000 settlement fund created by the February 27, 2022 Stipulation of Settlement (the “Settlement Agreement”) in In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices, and Antitrust Litigation, Case No. 17-md-2785 (D. Kan.), between Plaintiffs and Defendants Mylan N.V., Mylan Specialty L.P., Mylan Pharmaceuticals Inc., Viatris Inc., and Heather Bresch (collectively, the “Mylan Defendants”). To receive a distribution under this Plan of Allocation, a person or entity must timely submit a Proof of Claim and be an Eligible Claimant. The manner in which payments will be allocated and distributed to Eligible Claimants who timely submit Proofs of Claim is described below.

I. Definitions

If not otherwise defined herein, capitalized terms shall be as defined in the Settlement Agreement.

1. “Allocation Pool” means the Consumer Pool and the Third-Party Payor Pool, defined below.

A. “Consumer Pool” means twenty percent (20%) of the Net Settlement Fund, which shall be distributed to Class Members who are individual consumers.

B. “Third-Party Payor Pool” means eighty percent (80%) of the Net Settlement Fund, which shall be distributed to Class Members who are third-party payor entities, not individual consumers.

2. “Class” means the certified classes set forth in the Settlement Agreement, with the same exclusions from the Class.

3. “Class Member” means a person or entity who remains in the Class and has not opted out.

4. “Class Period” means August 24, 2011 to November 1, 2020.
5. “Eligible Consumer Claimant” means any Class Member who is an individual consumer and who submits a timely and valid Consumer Proof of Claim.
6. “Eligible Third-Party Payor Claimant” means any Class Member who is a third-party payor entity that submits a timely and valid Third-Party Payor Proof of Claim.
7. “Net Settlement Fund” means the \$264,000,000 Settlement Amount, less Court-approved attorneys’ fees, reimbursement of costs and expenses, service awards, and fees and costs associated with issuing notice and claims administration.
8. “Consumer Proof of Claim” means the document titled “Consumer Proof of Claim,” which is available for download at www.EpiPenClassAction.com or by calling 1-877-221-7632. A Proof of Claim submitted by a Consumer pursuant to the Settlement Agreement between Plaintiffs and Pfizer Defendants will be deemed a timely filed Consumer Proof of Claim for the Mylan Settlement.
9. “Qualifying Consumer Claim” means a Proof of Claim from an Eligible Consumer Claimant accepted by the Settlement Administrator and shall be calculated as the total dollars spent by the Eligible Consumer Claimant to pay or provide reimbursement for some or all of the purchase price of one or more branded EpiPen® or EpiPen Jr® (collectively, “EpiPen”) devices or authorized generic EpiPen devices during the Class Period.
10. “Qualifying Third-Party Payor Claim” means a Proof of Claim from an Eligible Third-Party Payor Claimant accepted by the Settlement Administrator and shall be calculated as the total dollars spent by the Eligible Third-Party Payor Claimant to pay or provide reimbursement for some or all of the purchase price of one or more branded or authorized generic EpiPen devices during the Class Period.

11. “Settlement Administrator” means A.B. Data, Ltd.

12. “Third-Party Payor Proof of Claim” means the document titled “Third-Party Payor Proof of Claim,” which is available for download at www.EpiPenClassAction.com or by calling 1-877-221-7632. A Proof of Claim submitted by a Third-Party Payor pursuant to the Settlement Agreement between Plaintiffs and Pfizer Defendants will be deemed a timely filed Third-Party Payor Proof of Claim for the Mylan Settlement.

II. Distribution Among Eligible Claimants

No Eligible Claimant shall be permitted to recover from any Allocation Pool unless that Claimant submits a timely Proof of Claim with a Qualifying Claim for that Allocation Pool. Claimants who previously opted out of the Class shall not receive any distributions pursuant to this Plan of Allocation.

Each Allocation Pool shall be distributed to Eligible Claimants in that Allocation Pool on a pro rata basis calculated by each Eligible Claimant’s Qualifying Claim amount. To determine each Eligible Claimant’s pro rata share of an Allocation Pool, the Settlement Administrator shall multiply the total value of that Allocation Pool by a fraction, for which (a) the numerator is the Qualifying Claim amount for that Eligible Claimant for that Allocation Pool, and (b) the denominator is the sum total of all Qualifying Claim amounts by all Eligible Claimants for that Allocation Pool.

If the initial proposed distribution to an Allocation Pool would result in all Eligible Claimants in that pool receiving more than all of their Qualifying Claim amounts, then any funds remaining in that pool following such distribution shall be reallocated to the other pool if that other pool does not have sufficient funds to pay all Eligible Claimants in that other pool all of their Qualifying Claim amounts.

If the initial proposed distribution to both Allocation Pools would result in all Eligible Claimants in both Allocation Pools receiving all of their Qualifying Claim amounts, then any funds remaining in each Allocation Pool shall be distributed *pro rata* within that pool.

If there is any balance remaining in the Net Settlement Fund after a reasonable amount of time from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Settlement Administrator shall, if feasible, reallocate such balance among Eligible Claimants, who successfully received and deposited, cashed or otherwise accepted a Distribution Amount and who would receive a distribution of at least \$5.00, in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Eligible Claimants. Thereafter, any *de minimis* balance which still remains in the Net Settlement Fund shall be donated to the: (a) Allergy and Asthma Foundation of America; (b) Allergy and Asthma Network; (c) Allison Rose Foundation; and (d) Food Allergy & Anaphylaxis Connection Team, if approved by the Court.

III. Administration

The timeliness and validity of all Proofs of Claim submitted by Class Members shall be determined by the Settlement Administrator. All determinations under this Plan of Allocation shall be made by the Settlement Administrator, subject to review by Co-Lead Counsel and approval by the Court.

IV. Amendments to the Plan of Allocation

This Plan of Allocation may be amended. To obtain the most up-to-date information regarding the Plan of Allocation, please visit www.EpiPenClassAction.com or call 1-877-221-7632.