

## **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](http://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](http://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](http://www.EpiPenClassAction.com) or call 1-877-221-7632.