

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE SUBOXONE (BUPRENORPHINE
HYDROCHLORIDE AND NALOXONE)
ANTITRUST LITIGATION**

MDL No. 2445

Master File No. 2:13-MD-2445-MSG

THIS DOCUMENT RELATES TO:

End Payor Plaintiff Actions

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement”) is made and entered into on August 14, 2023, by and between (a) Defendant Indivior Inc., f/k/a Reckitt Benckiser Pharmaceuticals, Inc. (“Defendant”), by and through its counsel, and (b) Plaintiffs A.F. of L. – A.C.G. Building Trades Welfare Plan, Construction & General Laborers’ Local 190 Welfare Fund, I.B.E.W. 292 Health Care Plan, Michigan Regional Council of Carpenters Employee Benefits Fund, Painters District Council No. 30 Health and Welfare Fund, Teamsters Health Services and Insurance Plan Local 404, and United Food & Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania (collectively, “End Payor Plaintiffs” and, together with Defendant, “Parties”), individually and on behalf of the End Payor Class (as defined in paragraph 1 below), by and through their court-appointed lead counsel Marvin A. Miller, Steve D. Shadowen, Michael M. Buchman, and Kenneth A. Wexler, and their court-appointed liaison counsel Jeffrey L. Kodroff, (collectively, “Class Counsel”) to be certified for purposes of settlement only under Fed R. Civ. P. 23(b)(3), in *In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust*

Litigation, Civil Action No. 2:13-md-02445 (E.D.P.A.) (the “End Payor Class Action”).

WHEREAS, the Parties acknowledge that the United States District Court for the Eastern District of Pennsylvania (the “Court”) has jurisdiction over the End Payor Class Action, each of the Parties hereto, and all putative members of the End Payor Class for all manifestations of this case, including this Settlement;

WHEREAS, End Payor Plaintiffs alleged that Defendant violated federal and state competition and unjust enrichment laws by wrongfully delaying the introduction of less expensive generic versions of the branded prescription drug Suboxone, in violation of the Clayton Act, 15 U.S.C. § 26 and numerous States’ antitrust and consumer protect acts, as detailed in the End Payor Plaintiffs’ Consolidated Amended Class Action Complaint [ECF No. 48] and other papers filed with the Court, and End Payor Plaintiffs and other members of the End Payor Class incurred significant damages as a result;

WHEREAS, on April 13, 2015, End Payor Plaintiffs filed a Second Consolidated Amended Class Action Complaint [ECF 149] and subsequently, on September 27, 2019, the Court certified an issues only class pursuant to Rule 23(c)(4) for purchases and or payments made in 11 states [ECF 588];

WHEREAS, Defendant denies End Payor Plaintiffs’ allegations of unlawful conduct, denies that any conduct challenged by End Payor Plaintiffs caused any damage whatsoever, has not conceded or admitted any liability, and has asserted a number of defenses to End Payor Plaintiffs’ claims;

WHEREAS, arm’s-length settlement negotiations have taken place between Class Counsel and counsel for Defendant, and this Settlement Agreement, which embodies all of the terms and conditions of the settlement between Defendant and End Payor Plaintiffs, both individually and on

behalf of the proposed End Payor Class (the “Settlement”), has been reached, subject to the final approval of the Court;

WHEREAS, Class Counsel has concluded, after extensive fact and expert discovery and investigation of the facts, and after carefully considering the circumstances of the End Payor Class Action, including the claims asserted, and the possible legal and factual defenses thereto, that it would be in the best interests of the End Payor Class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this, and to assure a benefit to the End Payor Class, and, further, that Class Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate compensation, and in the best interests of the End Payor Class;

WHEREAS, End Payor Plaintiffs and Defendant agree that neither this Settlement Agreement nor the settlement it embodies nor any actions taken in furtherance of either the Settlement Agreement or the settlement shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant or of the truth of any of the claims or allegations alleged in the End Payor Class Action, or a waiver of any defenses thereto;

WHEREAS, Defendant has concluded, despite its belief that it is not liable for the claims asserted and that it has good defenses thereto, that it would be in its best interests to enter into this Settlement Agreement to avoid the uncertainties of litigation, and thereby avoid the risks inherent in complex litigation; and

WHEREAS, Defendant and Defendant’s counsel agree to refrain from contacting or communicating with any putative member of the End Payor Class (as defined in paragraph 1), and/or attempting to effectuate any individual settlement of Released Claims (as defined in

paragraph 12) with any putative member of the End Payor Class, regarding the subject matter of this litigation or the settlement thereof without conferring with Class Counsel, except as provided in Paragraph 5 hereof;

NOW THEREFORE, it is agreed by the undersigned, on behalf of Defendant, End Payor Plaintiffs, and the End Payor Class, that all claims of the End Payor Plaintiffs and the End Payor Class against Defendant be settled, compromised and dismissed with prejudice and, except as hereinafter provided, without costs as to Defendant or End Payor Plaintiffs, subject to the approval of the Court, on the following terms and conditions:

1. This settlement is on behalf of the End Payor Plaintiffs and a class defined as follows (“End Payor Class”):

All persons or entities who purchased and/or paid for some or all of the purchase price for Co-Formulated Buprenorphine/Naloxone (Suboxone and/or its AB-rated generic equivalent) in any form, for consumption by themselves, their families or their members, employees, plan participants, beneficiaries or insureds in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and District of Columbia between December 22, 2011 and the date on which the Court enters the Plaintiffs’ proposed Preliminary Approval Order (the “Class Period”).

Excluded from the proposed End Payor Class are the following persons and entities:

- a. Pharmacy benefit managers;
- b. Defendant and its officers, directors, management, employees, subsidiaries, or affiliates;
- c. All governmental entities, except for government funded employee benefit plans;
- d. All persons or entities who purchased Suboxone and/or its AB-rated generic equivalent in any form for purposes of resale or directly from Defendant or its affiliates;
- e. The judges in this case and any members of their immediate families.

2. **Reasonable Best Efforts to Effectuate This Settlement.** Counsel for the

undersigned agree to recommend approval of this Settlement by the Court and to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to secure approval and to carry out the terms of this Settlement.

3. **Motion for Preliminary Approval.** Following the execution of this Settlement Agreement, End Payor Plaintiffs shall file with the Court a motion for preliminary approval of the Settlement. The motion for preliminary approval shall request the entry of a preliminary approval order substantially in the form of Exhibit A hereto (the “Preliminary Approval Order”), including: (i) the preliminary approval of the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate, and in the best interests of the End Payor Class; (ii) preliminary approval of the plan for allocation of the Settlement Fund (“Allocation Plan”); (iii) approval of the notice and proposed notice plan; (iv) a schedule for providing Defendant and the Court with a complete list of any plaintiffs who opt out or seek exclusion from the End Payor Class and for a hearing by the Court after the notice period has expired to approve the Settlement and to consider Class Counsel’s applications for attorneys’ fees, reimbursement of costs and expenses, and service awards as set forth in this Settlement Agreement (“Fairness Hearing”); (v) a stay of all proceedings in the End Payor Class Action against Defendant until such time as the Court renders a final decision regarding the approval of the Settlement; and (vi) certification of the End Payor Class as defined in paragraph 1 for purposes of settlement. After the Court preliminarily approves the Settlement, End Payor Plaintiffs shall, in accordance with the Preliminary Approval Order, provide End Payor Class members with notice of the Settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure substantially in the form attached hereto as Exhibit B. Class Counsel will recommend notice to the Class according to the notice plan submitted by the claims and notice

administrator which shall provide for the best notice practicable and to include direct mail to those members of the class who can be reasonably identified and shall also provide notice by publication as set forth in the notice plan.

4. Class Certification. End Payor Plaintiffs shall seek Court certification of the End Payor Class for purposes of settlement in light of the proposed Settlement only, concurrently with their motion for preliminary approval. Defendant will not oppose End Payor Plaintiffs' motion for class certification in connection with the proposed Settlement only. Neither this Settlement Agreement, nor any other Settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Defendant as to whether any class, in this case or others, may be certified for purposes of litigation and trial.

5. Motion for Final Approval and Entry of Final Judgment. If the Court certifies the End Payor Class for purposes of settlement and preliminarily approves the Settlement, End Payor Plaintiffs shall submit a motion for final approval of this Settlement by the Court, after appropriate notice to the End Payor Class, and shall seek entry of a Final Order and Judgment substantially in the form attached hereto as Exhibit C, with any additional findings of fact and conclusions of law (the "Final Order and Judgment"):

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

b. providing for payment of reasonable attorneys' fees and reimbursement of the costs and

expenses from the Settlement Fund (as defined below);

c. providing for payment solely from the Settlement Fund of service awards to the named End Payor Plaintiffs in addition to whatever monies they will receive from the Settlement Fund pursuant to a Court-approved Allocation Plan;

d. directing that the End Payor Class Action be dismissed with prejudice and, except as provided for herein, without attorney's fees recoverable under 15 U.S.C. §15(a) or similar state statutes or costs;

e. reserving exclusive jurisdiction over the Settlement and this Settlement Agreement, including the provisions of this paragraph 5 the administration and consummation of this Settlement, the award of attorneys' fees and reimbursement of costs and expenses, and the payment of service awards to each of the named End Payor Plaintiffs, if allowed by the Court; and

f. directing that the judgment of dismissal of all End Payor Class claims against Defendant shall be final and appealable pursuant to Fed. R. Civ. P. 54(b), there being no just reason for delay.

6. **Finality of Settlement.** This Settlement Agreement shall become final upon the occurrence of the following:

a. it is approved by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

b. entry, as provided for in paragraph 5 herein, is made of the Final Order and Judgment of dismissal with prejudice against the End Payor Plaintiffs and the members of the End Payor Class; and

c. the time for appeal from the Court's approval of this Settlement and entry of the Final Order and Judgment has expired or, if appealed, either such appeal shall have been dismissed prior

to resolution by the Court or approval of this Settlement and the Final Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review (the “Effective Date”).

7. **Settlement fund.** The “Settlement Fund Amount” shall be thirty million dollars (\$30,000,000.00). Subject to the terms and conditions of this Settlement Agreement and the Escrow Agreement (as defined below), before the latter of fifteen (15) business days after (i) entry by the Court of the Preliminary Approval Order without material change or (ii) receiving complete wire instructions and any related verifications from the End Payor Plaintiffs, Defendant shall deposit the Settlement Fund Amount into an escrow account (the “Escrow Account”) held and administered by Valley National Bank in Chicago (the “Escrow Agent”). The Settlement Fund Amount deposited by Defendant into the Escrow Account and any accrued interest or earnings after deposit shall become part of and shall be referred to as the “Settlement Fund.” No disbursements shall be made to End Payor Plaintiffs or members of the End Payor Class until the Effective Date. The Settlement Fund shall be used solely for the benefit of the End Payor Class, which does not include those who opt-out of the class or whose claims are not released entirely by paragraph 12. 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. Except for government funded employee benefit plans, none of the members of the End Payor Class are governmental entities or deemed to be governmental entities pursuant to Internal Revenue Code Section 162(f)(4) and 162(f)(5). Once the above payments are made, Defendant and the Released Parties shall have no further monetary obligations of any kind to End Payor Plaintiffs, members of the End Payor Class, or Class Counsel under the terms and conditions of the Settlement. Defendant and the 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. Defendant and the Released Parties shall have no responsibility for, interest in, or liability whatsoever for any aspect of the Allocation Plan or the implementation of that plan. The Escrow Agent shall not distribute the Settlement Fund except as provided in the Settlement Agreement, or by an order of the Court.

8. Qualified Settlement Fund. The Parties agree to treat the Settlement Fund as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 8, including the relation-back election (as defined in Treas. Reg. § 1.468B-1G)) 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 Class Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Funds being a “Qualified Settlement Fund” within the meaning of Treasury Regulation§ 1.468B-1. Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Funds (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Funds shall be paid out of the Settlement Funds. Defendant and the Released Parties shall not be responsible for, and have no liability with respect to, the filing or payment of any taxes, interest, penalties, costs, distributions, or expenses

connected to the Settlement Fund.

9. Full Satisfaction; Limitation of Interest and Liability. Members of the End Payor Class shall look solely to the Settlement Fund for settlement and satisfaction against Defendant of any and all Released Claims as defined in paragraph 12 herein, including any costs, fees or expenses of any of the End Payor Plaintiffs or their attorneys, experts, advisors, agents and representatives, including with respect to the negotiation, execution and performance of their obligations under this Settlement Agreement. In the event that the Settlement becomes final pursuant to paragraph 6 herein, the Settlement Fund will fully satisfy any and all Released Claims as defined in paragraph 12 herein. Except as provided by order of the Court, no member of the End Payor Class shall have any interest in the Settlement Fund, or any portion thereof. Defendant and the Released Parties shall not be responsible for, and have no liability with respect to, disbursements from the Settlement Fund pursuant to any Court-approved Allocation Plan.

10. Reimbursement of Costs and Expenses. End Payor Plaintiffs and Class Counsel will be reimbursed and indemnified solely out of the Settlement Fund for all costs, fees, and expenses including, but not limited to, the costs of notice of this Settlement to End Payor Class members, administration of the Settlement Fund, escrow administration, and taxes. Defendant and the Released Parties shall not be responsible for, and have no liability with respect to, any costs, fees or expenses of any of End Payor Plaintiffs' respective attorneys, experts, advisors, agents and representatives, or for any costs, fees or expenses for notice (other than the notice Defendant is required by the Class Action Fairness Act to send to the states' attorneys general), administration or other costs of implementing this Settlement. All such costs, fees and expenses as approved by the Court shall be paid out of the Settlement Fund. Once Preliminary Approval is obtained, and prior to the Effective Date, Class Counsel may, without an order of Court so directing, withdraw

up to One Million Five Hundred Thousand dollars (\$1,500,000) for notice and notice related expenses and, subject to a holdback for and payment of accrued expenses, any unused portion of this amount shall be refundable to Defendant in the event that this Settlement Agreement is terminated or does not become effective.

11. Attorneys' Fees and Service Awards to the Named Plaintiffs. Class Counsel may seek, solely from the Settlement Fund, attorneys' fees plus the reimbursement of reasonable costs and expenses incurred in the prosecution of the End Payor Class Action against Defendant plus interest thereon, and a service award for each of the named Plaintiffs. Defendant agrees not to take any position with respect to the application by Class Counsel for attorneys' fees, reimbursement of expenses and costs, and the service awards set forth above. Any attorneys' fees, expenses, costs and service awards approved by the Court shall be payable solely out of the Settlement Fund and End Payor Plaintiffs, members of the End Payor Class, and their respective counsel shall not seek payment of any attorneys' fees, expenses, costs or service awards from Defendant in this action, or in any other action related to the Released Claims (as defined in paragraph 12 hereof), from any source other than the Settlement Fund. Defendant and the Released Parties (as defined in paragraph 12 hereof) shall not have any responsibility for, and no liability whatsoever with respect to, any payment or disbursement of attorneys' fees, expenses, costs or service awards, any allocation of attorneys' fees, expenses, costs or service awards among Class Counsel and/or End Payor Plaintiffs, or with respect to any allocation of attorneys' fees, expenses, costs or service awards to any other person or entity who may assert any claim thereto.

12. Release and Covenant Not to Sue.

(a) Upon this Settlement Agreement becoming final in accordance with paragraph 6 hereof, and in consideration for the Settlement Fund Amount described in this Settlement

Agreement, End Payor Plaintiffs and the End Payor Class (on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, as well as their past and present general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives), except those who request exclusion from the End Payor Class and such request has been approved by the Court, shall unconditionally, fully and finally release and forever discharge Defendant, any past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, trustees, associates, attorneys and any of their legal representatives, or any other representatives thereof (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the “Released Parties”) from the End Payor Class Action, including from any and all manner of claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including costs, expenses, penalties and attorneys’ fees, accrued in whole or in part, in law or equity, that End Payor Plaintiffs or any member or members of the End Payor Class (including any of their past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such) (the “Releasers”), whether or not they object to the Settlement Agreement, ever had, now has, or hereafter can, shall or may have, indirectly, representatively, derivatively or in any other capacity, arising out of or relating in any way to any claim under federal or state laws that was alleged or could have been alleged in the End Payor Class Action (“Released Claims”). Upon the Effective Date, the Releasers 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 Released Claims against the Released Parties. 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 Amount, the End Payor Plaintiffs and End Payor Class shall dismiss the Action with prejudice as to Defendant.

(b) Notwithstanding the foregoing, this release does not apply to the plaintiffs in the following cases regarding the claims that these particular plaintiffs asserted in the complaints filed in the actions listed below, which are currently pending in Roanoke County Circuit Court as of August 1, 2023:

- *Health Care Service Corp., v. Indivior Inc., et al.*, Case No. CL20-1474 (Roanoke Cty. Cir. Ct.);
- *Blue Cross and Blue Shield of Massachusetts, Inc. et al., v. v. Indivior Inc., et al.*, Case No. CL20-1475 (Roanoke Cty. Cir. Ct);
- *Blue Cross and Blue Shield of Florida, Inc., et al., v. Indivior Inc., et al.*, CL20-1788 (Roanoke Cty. Cir. Ct);
- *Molina Healthcare, Inc. v. Indivior Inc. et al.*, Case No. CL20-2095 (Roanoke Cty. Cir. Ct);
- *Aetna, Inc. v. Indivior, Inc., et al.*, Case No. CL21-1169 (Roanoke Cty. Cir. Ct).

(c) In addition, End Payor Plaintiffs on behalf of themselves and all other Releasors, hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and benefits conferred by §1542 of the California Civil Code, which reads:

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

settlement with the debtor;

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code. End Payor Plaintiffs and members of the End Payor Class may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of this paragraph 12, but each End Payor Plaintiff and member of the End Payor Class hereby expressly waives and fully, finally and forever settles, releases and discharges, upon this Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each End Payor Plaintiff and member of the End Payor Class also hereby expressly waives and fully, finally and forever settles, releases and discharges any and all claims it may have against any Released Party under §17200, *et seq.*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.

(d) Reservation of Claims. The Releasers intend by this Settlement Agreement to release only Defendant and the Released Parties with respect to the Released Claims. The Releasers specifically do not intend this Settlement Agreement, or any part hereof or any other aspect of the proposed Settlement Agreement, to compromise or otherwise affect in any way any rights the Releasers have or may have against any other person, firm, association, or corporation whatsoever. The release set forth in Paragraph 12 above is not intended to and shall not release any claims other than the Released Claims.

(e) This settlement is not intended to and does not release claims arising in the ordinary course of business between Defendant and members of the End Payor Class that are unrelated to the allegations in the End Payor Class Action, such as claims under Article 2 of the Uniform Commercial Code (pertaining to Sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury.

13. Stay of Proceedings. Pending Court approval of the Settlement embodied in this Settlement Agreement, the parties agree to stay any and all proceedings against Defendant in the End Payor Class Action other than those incident to the settlement process and agree to extensions of time with respect to any court filings necessary to effectuate such stays.

14. Termination. If the Court (i) does not finally approve this Settlement and enter the Final Order and Judgment prior to the date on which trial of the Direct Purchaser Plaintiffs' claims is set to begin in this matter (currently, October 30, 2023), or (ii) does not enter the Final Order and Judgment in substantially the form provided for in this Settlement Agreement or, as a result of objections to the proposed Settlement Agreement or otherwise, there is material modification to the terms of the Settlement, or (iii) enters the Final Order and Judgment and appellate review is sought, and on such review, the Final Order and Judgment is set aside or the Settlement is affirmed with material modification, then this Settlement Agreement and the Settlement shall be terminated immediately upon the election of either Defendant or Class Counsel by providing written notice to the parties designated to receive such notice hereunder in accordance with paragraph 22 hereof within ten (10) business days following the occurrence of any such event. An Order by the Court awarding attorneys' fees, costs, expenses, and/or service awards from the Settlement Fund (and Adjustment Fund) or in any amount lower than requested by Class Counsel pursuant to this Settlement Agreement shall not be deemed a modification of all or a part of the terms of this

Settlement Agreement or the Final Order and Judgment and shall not give rise to any right of termination. A modification or reversal on appeal of any amount of Class Counsel's costs and expenses awarded by the Court from the Settlement Fund and Adjustment Fund, shall not be deemed a modification of all or a part of the terms of this Settlement Agreement or the Final Order and Judgment and shall not give rise to any right of termination.

15. Opt Out Threshold. Defendant shall have the sole discretion to terminate the Settlement Agreement if a threshold percentage of potential members of the End Payor Class opt out or exclude themselves from the End Payor Class, as set forth in a separate letter agreement between counsel for End Payor Plaintiffs and Defendant ("Letter Agreement"). That letter will be provided to the Court, *in camera*, upon request.

16. Effect of Termination. In the event that the Settlement is terminated pursuant to paragraph 15, then (a) this Settlement Agreement shall be of no force or effect, (b) the Parties will be returned to the status quo that existed immediately prior to the date of execution of this Settlement Agreement, and (c) any amount of the Settlement Fund attributable to this Settlement, including any and all interest earned thereon, but less the costs actually paid or incurred for notice of the Settlement, settlement administration, escrow administration, and taxes paid on the Settlement Fund shall be paid to Defendant within the latter of (i) ten (10) business day's notice of termination to Class Counsel as provided for in paragraph 22 hereof or (ii) End Payor Plaintiffs' receipt of wire instructions and any related verifications from Defendant, and (d) any release pursuant to paragraph 12 above shall be of no force or effect.

17. Preservation of Rights. The parties hereto agree that this Settlement Agreement, whether or not it shall become final, and any and all negotiations, documents and discussions associated with it shall be without prejudice to the rights of any party; shall not be deemed or

construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Defendant, or of the truth of any of the claims or allegations contained in the complaint or any other pleading or document; and evidence thereof shall not be discoverable, admissible, or otherwise used indirectly, in any way (except in accordance with the terms of this Settlement; and that the provisions of this Settlement Agreement can be used by the parties to enforce the provisions of the Settlement Agreement), whether in the End Payor Class Action or in any other action or proceeding. The parties expressly reserve all of their rights if the Settlement does not become final in accordance with the terms of this Settlement Agreement. Upon the Settlement becoming final, nothing in this paragraph shall prevent Defendant from asserting any release or using this Settlement Agreement to offset or dispute any liability to any other parties.

18. Resumption of Litigation. The parties agree, subject to approval of the Court, that in the event that the Settlement Agreement is not approved by the Court, the Settlement Agreement is terminated pursuant to paragraph 15, or the Settlement does not become final pursuant to paragraph 6 and Defendant does not perform under paragraph 7 herein, litigation of the End Payor Class Action against Defendant will resume in a reasonable manner to be approved by the Court upon joint application by the parties hereto.

19. Confidentiality. The fact of settlement of the End Payor Class Action and the terms of this Settlement Agreement shall remain confidential until End Payor Plaintiffs move for preliminary approval of the Settlement, except that the Court and any other parties may be informed of the fact of settlement, unless Defendant and Class Counsel agree otherwise. However, this provision does not apply to statements made in judicial filings necessary to obtain preliminary Court approval of the Settlement, and Defendant shall be entitled to make such disclosures of the Settlement Agreement as it, in its sole discretion, determines are appropriate under the law, rule,

or regulation.

20. Binding Effect. This Settlement Agreement shall be binding upon, and inure to the benefit of, the parties hereto, the Released Parties, the Releasers, and the successors and assigns of each of them. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the End Payor Plaintiffs and Class Counsel shall be binding upon all members of the End Payor Class and the Releasers and their respective successors and assigns.

21. Names of Parties. Class Counsel warrant that all of their named clients in the End Payor Class Action are parties to this Settlement Agreement even if one or more of them is mistakenly identified in this Settlement Agreement by an incorrect name.

22. Notice. Any and all notices, requests, consents, directives, or communications by any party intended for any other party shall be in writing and shall, unless expressly provided otherwise herein, be given personally, or by express courier, or by electronic transmission (such as e-mail) followed by postage prepaid mail, to the following persons, and shall be addressed as follows:

To End Payor Plaintiffs and the End Payor Class:

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Any of the Parties may, from time to time, change the address to which such notices, requests, consents, directives, or communications are to be delivered, by giving the other parties prior written notice of the changed address, in the manner provided above, ten (10) calendar days before the change is effective.

23. Integrated Agreement. This Settlement Agreement (including the exhibits hereto) contains an entire, complete, and integrated statement of each and every term and provision agreed to, by and among the Parties. This Settlement Agreement shall not be modified in any respect except by a writing executed by all the parties hereto.

24. Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

25. No Party Is the Drafter. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

26. Choice of Law. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the Commonwealth of Pennsylvania without regard to its choice of law or conflict of laws principles.

27. Consent to Jurisdiction. Defendant and each member of the End Payor Class who

does not timely and properly seek exclusion from the End Payor Class which has been approved by the Court hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for Eastern District of Pennsylvania for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. Nothing in this paragraph shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to such claim or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

28. No Admission of Liability. Nothing in this Settlement Agreement shall be construed as an admission in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, by Defendant including, without limitation, that Defendant has engaged in any conduct or practices that violates any antitrust statute or other law. This Settlement Agreement shall not be admissible for any purpose except in an action to enforce its terms.

29. Class Action Fairness Act. Defendant, at its sole expense, shall submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

30. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Signatures transmitted by facsimile or other electronic means shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this agreement.


31. Authority. Each of the End Payor Plaintiffs and Defendant represents and warrants that it is authorized to enter into this Settlement Agreement, that it has authorized its counsel to enter into the Settlement Agreement on its behalf, and that it intends this Settlement Agreement to

be a valid and binding obligation, enforceable in accordance with its terms.

32. Knowledge and Understanding of the Settlement Agreement's Terms. Each of the End Payor Plaintiffs and Defendant warrants that it has read this Settlement Agreement, has had the opportunity to consult counsel about this Settlement Agreement, understands the Settlement Agreement's terms, and freely and knowingly enters into this Settlement Agreement.


IN WITNESS WHEREOF, each of the signatories represents that he or she is authorized to execute this Settlement Agreement on behalf of the party for whom he or she has signed, has agreed on behalf of his or her respective party to be bound by its terms, and has entered into this Settlement Agreement on behalf of the party or parties for whom he or she has signed as of August August 14, 2023

FOR INDIVIOR INC.



Jeff Burris
Director and Secretary
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FOR END PAYOR PLAINTIFFS



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