

**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

PLAN OF ALLOCATION

I. Amount Payable To A Claimant

1. If a person or entity ("Claimant") submitting a Claim Form is not a member of the End Payor Class, then that Claimant shall not be entitled to any distribution from the Settlement. If a Claimant is a member of the End Payor Class, then that Claimant's eligibility to participate in this Plan of Allocation, and the amount of payment the Claimant shall receive (if any), is described below. The Net Settlement Amount shall be distributed to Eligible Claimants as follows.

II. Definitions

1. "Net Settlement Amount" shall mean the Settlement Fund Amount (\$30,000,000), less Court-approved attorneys' fees, reimbursement of costs and expenses, service awards, and fees and costs associated with issuing notice and claims administration.
2. "Allocation Pool" shall mean the Consumer Pool or the Third-Party Payor Pool, defined below.
 - A. "Consumer Pool" shall mean 44.61% percent of the Net Settlement Fund as defined in the Settlement Agreement dated December 22, 2017. The Consumer Pool shall be further allocated so that ten percent (10%) of the

Consumer Pool is allocated to Non-Repealer States and ninety percent (90%) is allocated to Repealer States.

B. Third-Party Payor Pool shall mean 55.39% percent of the Net Settlement Fund as defined in the Settlement Agreement dated August 14, 2023. The Third-Party Payor Pool shall be further allocated so that ten percent (10%) of the Third-Party Payor Pool is allocated to Non-Repealer States and ninety percent (90%) is allocated to Repealer States.

C. "Pourover" shall mean that to the extent that any money remains undistributed, for any reason, after all of the proper claims in the Non-Repealer States have been paid, those remaining funds shall be used to pay proper claims in in the Repealer States. Similarly, to the extent that any money remains undistributed, for any reason, after all of the proper claims in the Repealer States have been paid, those remaining funds shall be used to pay proper claims in in the Non-Repealer States.

3. "Repealer States" shall mean Alabama, Alaska, Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, West Virginia, and Wisconsin.
4. "Non-Repealer States" shall mean Arkansas, Colorado, Connecticut, Delaware, Georgia, Idaho, Illinois, Kentucky, Louisiana, Montana, New Jersey, Oklahoma, Texas, Washington, and Wyoming.

5. "Notice" shall mean the legal notice authorized by the Court in the Civil Action No. 2:13-md-02445-MSG (E.D. Pa.), Eastern District of Pennsylvania to be disseminated to the class of purchasers of Suboxone and AB-rated generic Suboxone.
6. "Claim Form" shall mean the document titled "Consumer Claim Form," or Third-Party Payor Claim Form", which are available for download at www.InreSuboxLitigation.com, or by calling 1-800-302-7323. The timeliness and validity of a Claimant's Claim Form shall be determined by the Settlement Administrator.
7. "Qualifying Claim" shall mean (i) for consumers, amount paid for the prescriptions you paid for Suboxone and AB-rated generic Suboxone in the Repealer States and Non-Repealer States from December 22, 2011 through August 21, 2023 (date of preliminary approval); (ii) for Third-Party Payors, the amount you paid, for Suboxone and AB-rated generic Suboxone in the Repealer States and Non-Repealer States from December 22, 2011 through August 21, 2023 (date of preliminary approval).
8. "Settlement" shall mean the Settlement Agreement dated August 14, 2023 and as described in the Notice.
9. "End Payor Class" shall mean 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"), subject to the specific exclusions identified in the Settlement Agreement.

III. Distribution Among Eligible Claimants *Inter Se*

1. No Eligible Claimant shall be permitted to recover from any Allocation Pool unless that Claimant submits a Claim Form with a Qualifying Claim for that Allocation Pool.
2. Each Allocation Pool shall be distributed to Eligible Claimants in that Allocation Pool on a *pro rata* of Qualifying Claim basis. To determine each Eligible Claimant's Qualifying Claim *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 for that Eligible Claimant for that Allocation Pool, and (b) the denominator is the sum total of all Qualifying Claims by all Eligible Claimants for that Allocation Pool.

3. If an Eligible Claimant's distribution amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Eligible Claimant.
4. If the initial proposed distribution to an Allocation Pool would result in the Claimants in that pool receiving more than their single damages, then the amount initially allocated to that pool that is in excess of those Claimants' collective single damages shall be divided between the two Allocation Pools (44.61% to the Consumer Pool and 55.39% to the Third- Party Payor Pool) and distributed pro-rata among the Eligible Claimants in that Allocation Pool.
5. Claimants shall be paid only out of the Allocation Pool for which they are eligible. Claimants who have opted out of the Class shall not receive any of the Settlement proceeds.
6. 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, cashed or otherwise accepted a distribution amount and who would receive a distribution of at least \$10.00, in an equitable and economic fashion. The redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Eligible Claimants.
7. Any funds not distributed pursuant to the terms of this Plan of Allocation shall be paid to a *cy pres* beneficiary, to be determined at a later date.

IV. Administration

1. 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.
2. Each Claimant shall warrant that any data, or other information it submits to the Settlement Administrator will be true and accurate in good faith and to the best of its ability. To verify the accuracy of claim information and to prevent duplication of claims, the Settlement Administrator may reasonably request additional information from Claimants as the Settlement Administrator deems appropriate.

V. Amendments to the Plan of Allocation

1. This Plan of Allocation may be amended. To obtain the most current information regarding the Plan of Allocation, please visit www.SuboxAntitrust.com or call 1-877-311-3735.