CLASS SETTLEMENT AGREEMENT

Dated March 18, 2025 by and between

Breckenridge Pharmaceutical, Inc.

and

Representative Plaintiff, Sheryl Boyer,

Individually and on behalf of the Putative Class

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CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement ("Agreement") is made and entered into as of March 18, 2025 by and among the following parties (the "Parties"):

1. The Representative Plaintiff, Sheryl Boyer, through Class Counsel (defined below), on behalf of herself and each member of the proposed settlement class ("Settlement Class Members") in *Sheryl Boyer et al. v. Breckenridge Pharmaceutical, Inc.*, pending in the United States District Court for the District of New Jersey, No. 2:24-CV-06514 (the "Class Action"); and

2. Defendant Breckenridge Pharmaceutical, Inc. ("Breckenridge").

WHEREAS, the Class Action was filed against Breckenridge;

WHEREAS, Breckenridge denies the claims asserted in the Class Action, including all charges of liability arising out of the allegations therein;

WHEREAS, Breckenridge has asserted various defenses to the factual allegations and legal claims in the Class Action and to class certification, and believes those defenses to have merit; nonetheless, Breckenridge has concluded that further proceedings in the Class Action would be protracted and expensive, and it desires to resolve the Class Action solely to avoid the costs and burdens of litigation;

WHEREAS, the Representative Plaintiff has asserted legal Claims in the Class Action and believes those claims to have merit; nonetheless, Representative Plaintiff and Class Counsel recognize that, having conducted an early assessment of relevant documents and information, they believe that the benefits provided by this Agreement are fair and reasonable, compare favorably to the expected result of further litigation, and avoid the costs and uncertainty of protracted litigation, and they desire to resolve the Class Action;

WHEREAS, the Parties desire to fully and finally settle the Class Action in the manner and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Representative Plaintiff (for herself and all Settlement Class Members as defined herein) through Class Counsel, and by Breckenridge, all intending to be legally bound hereby, that, subject to the approval of the Court, the Class Action shall be fully and finally resolved, compromised, discharged, and settled among the Parties under the following terms and conditions:

I. DEFINITIONS

A. Class Definition

The Settlement Class is defined as follows:

> All natural persons in the United States who purchased Breckenridge duloxetine, for personal or household use, from August 4, 2020, until preliminary court approval of the class.[1]

B. Defined Terms

1. Breckenridge duloxetine – duloxetine hydrochloride, manufactured by or on behalf of Breckenridge under Abbreviated New Drug Application 203088 and marketed by Breckenridge and/or any other entity to whom Breckenridge supplies duloxetine hydrochloride for further distribution or sale, and all its ingredients, in finished dosage form or in bulk and in all available dosage strengths and package sizes, as identified by all applicable NDCs, including those listed on Exhibit A hereto.

[1] Specifically excluded from the Class are Breckenridge, Breckenridge's officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Breckenridge, and any of its heirs, successors, assigns, or other persons or entities related to or affiliated with Breckenridge and/or Breckenridge's officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.

2. Claims Administrator – the third party engaged by Breckenridge to administer the Settlement Refund Program. Subject to the Court's approval, Breckenridge has selected Verita Global to serve as Claims Administrator.

3. Claims Period – the time during which Settlement Class Members may submit claims to the Settlement Refund Program, which shall commence on the date five (5) days after the Final Order and Judgment becomes Final and shall end sixty (60) days after the commencement of the Claims Period.

4. Class Claims – all claims pleaded on behalf of the putative class in the Class Action.

5. Class Counsel – the attorneys representing Plaintiffs in the Class Action, including Aaron Block and Max Marks of The Block Firm LLC, collectively referred to as "Class Counsel."

6. Class Counsel Fees – the award of attorneys' fees and costs as further described in Section V herein and subject to the approval of the Court.

7. Class Period – August 4, 2020, to the Preliminary Approval Date.

8. Court – the United States District Court for the District of New Jersey and the Honorable Jamel K. Semper.

9. Final – means that the Final Order and Judgment has been entered on the docket in the Class Action, and all of the following shall have occurred: (i) the expiration of the time to file a motion to alter or amend the Final Order and Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed or, if such a motion is filed, the entry of an order denying such motion; and (ii) the time in which to appeal the Final Order and Judgment has passed without any appeal having been taken or, if an appeal is taken, immediately after (a) the date of the final dismissal of any appeal or the final dismissal of any proceeding on certiorari, or (b) the date of affirmance of the Final Order and Judgment on appeal and the expiration of time for any

further judicial review whether by appeal, reconsideration, or petition for a writ of certiorari and, if certiorari is granted, the date of final affirmance of the Final Order and Judgment following review pursuant to the grant.

10. Final Order and Judgment – an Order of the Court fully and finally approving the Settlement and dismissing the Class Action with prejudice.

11. Future Refund Program – the program for payment of refunds to consumers who purchase Breckenridge duloxetine subject to a Product Recall initiated after the Class Period, as described in more detail in Section III.

12. NDC – National Drug Code as defined in 21 C.F.R. § 207.33.

13. Nitrosamine – any of a class of compounds having the chemical structure of a nitroso group bonded to an amine ($R^1N(-R^2)-N=O$), including both small-molecule nitrosamines and nitrosamine drug substance-related impurities (*i.e.*, a class of nitrosamines sharing structural similarity to the active pharmaceutical ingredient of a drug) ("NDSRIs"), including but not limited to n-nitroso-duloxetine.

14. Notice – the Notice of Class Action Certification and Proposed Class Action Settlement provided to the Settlement Class Members pursuant to Section VII.A of this Agreement.

15. Notice Plan – the plan for satisfying the Rule 23 and Constitutional Due Process requirements for notice to the Class, prepared by the Claims Administrator and to be attached as an exhibit to Plaintiff's Motion for Certification of the Settlement Class and for Preliminary Approval of Class Action Settlement.

16. Objection and Opt-Out Deadline – the date by which Settlement Class Members must submit a written statement of any objections to the Settlement to the Court or notify the Claims Administrator that they are opting out of the Settlement.

17. Parties – Breckenridge, Representative Plaintiff, and Settlement Class Members.

18. Preliminary Approval Date – the date on which the Court enters the Preliminary Approval Order.

19. Preliminary Approval Order – the Order of the Court preliminarily approving the Settlement Class, Proposed Class Action Settlement, and the Notice of Class Certification and Proposed Class Action Settlement.

20. Product Recall – a recall of Breckenridge duloxetine, due to Nitrosamine content, initiated by Breckenridge or any other Released Party pursuant to 21 C.F.R. Part 7, subpart C, and published in FDA's Enforcement Reports at https://www.accessdata.fda.gov/scripts/ires/index.cfm#tabNav_advancedSearch.

21. Proof of Purchase – proof that a Settlement Class Member paid for a prescription of Breckenridge duloxetine during the Class Period, according to the terms set forth in Section II.ii.

22. Released Claims - any and all economic loss claims, known or unknown, that were, could have been, or may be brought, now or in the future, by or on behalf of any Settlement Class Member, against any and all Released Parties, that arise out of or relate to the allegations in the Class Action, including any past or future Product Recall of Breckenridge duloxetine. As described in Section IV herein, Released Claims expressly exclude any related personal injury and/or wrongful death claims.

23. Released Parties – Breckenridge, and its past, present, and future parents, subsidiaries, domestic and foreign corporations, divisions, affiliates, partners, joint venturers,

dealers, distributors, repackagers, private label distributors, manufacturers, active and excipient ingredient suppliers, service providers, stockholders, predecessors, successors, assigns, and insurers, and the past, present, and future officers, directors, managers, employees, attorneys, agents, assigns, and representatives of each of the foregoing and any other person, firm, or corporation, domestic or foreign, with whom any of them is now or may hereafter be affiliated, and any other affiliated person or entity, whether individual, corporate, or otherwise, and each of them. "Released Parties" expressly includes, but is not limited to, Towa Pharma International Holdings, S.L., Towa Pharmaceutical Co. Ltd., and Towa Pharmaceutical Europe, S.L.

24. Representative Plaintiff – Sheryl Boyer, on or behalf of herself and each Settlement Class Member.

25. Settlement – the settlement embodied in this Class Settlement Agreement.

26. Settlement Class –the class to be approved by the Court in the Preliminary Approval Order and Final Order and Judgment.

27. Settlement Class Members – those members of the Settlement Class, excluding opt-outs.

28. Settlement Refund Program – the program for payment of claims made during the Claims Period arising from the purchase of Breckenridge duloxetine during the Class Period, as further described in Section II.

II. SETTLEMENT REFUND PROGRAM

Within five (5) days after the Final Order and Judgment becomes Final, the Claims Period shall commence a process whereby Settlement Class Members may submit claims to and recover from the Settlement Refund Program for Breckenridge duloxetine purchased by Settlement Class Members during the Class Period. The Settlement Refund Program shall be subject to the following parameters:

i. **Eligibility**: Any individual who paid for a prescription of Breckenridge duloxetine between August 4, 2020, and the Preliminary Approval Date, and who can demonstrate all of (a) Proof of Purchase pursuant to the requirements of subsection ii.1 below; (b) only if he or she is claiming payment from the Recall Tier or Recall-Plus Tier, proof pursuant to the requirements of subsection ii.2 below that he or she purchased a prescription of Breckenridge duloxetine that was subject to a Product Recall during the Class Period; and (c) only if he or she is claiming payment from the Recall-Plus Tier, proof pursuant to the requirements of subsection ii.3 below that he or she was unable to use some or all of a prescription of Breckenridge duloxetine because it was subject to a Product Recall during the Class Period.

ii. **Proof of Purchase, Proof that Prescription was Subject to a Product Recall, and Proof of Inability to Use Due to a Product Recall:**

1. Proof of Purchase may be shown through either the provision of an original receipt received upon purchase of Breckenridge duloxetine between August 4, 2020 and the Preliminary Approval Date, provided that the receipt evidences that the purchase date was during the Class Period and that the duloxetine purchased was Breckenridge duloxetine; or, if such receipt is no longer in the possession of the Settlement Class Member, the Settlement Class Member may show Proof of Purchase through the provision of a copy of the receipt, or similar records reflecting a purchase date

during the Class Period and that the duloxetine was Breckenridge duloxetine, obtained from the pharmacy where the customer originally purchased Breckenridge duloxetine for which payment is sought. Additionally, Breckenridge will accept, as Proof of Purchase, documentation provided by the Settlement Class Member's insurance provider or pharmacy benefits manager so long as the documentation allows Breckenridge to determine that the Breckenridge duloxetine was purchased between August 4, 2020, and the Preliminary Approval Date.

2. To prove that a prescription of Breckenridge duloxetine was subject to a Product Recall during the Class Period, a Settlement Class Member must provide Proof of Purchase, pursuant to the requirements in Section II.ii.1 above, and either (a) documentation from the pharmacy from which the Settlement Class Member purchased a prescription of Breckenridge duloxetine indicating that the lot number of purchased Breckenridge duloxetine is among the lot numbers included on Exhibit B hereto; or (b) documentation providing the name and address of the pharmacy from which the Settlement Class Member purchased the prescription and documentation from the pharmacy demonstrating that the expiration date and NDC of the prescription are among those included on Exhibit B hereto. For clarity, the label from a prescription bottle

purchased by the Settlement Class Member would satisfy (b) above, provided it contains the required information.

3. To prove an inability to use purchased Breckenridge duloxetine due to a Product Recall, a Settlement Class Member must provide (a) Proof of Purchase, pursuant to the requirements in Section II.ii.1 above; (b) proof that the purchased Breckenridge duloxetine was subject to a Product Recall during the Class Period, pursuant to the requirements of Section II.ii.2 above, and (c) the return of unused Breckenridge duloxetine subject to a Product Recall or a signed certification, under penalty of perjury, in the form attached hereto as Exhibit C, that the Settlement Class Member is or was unable to use the Breckenridge duloxetine due to a Product Recall.

iii. **Reimbursement**: Eligible Settlement Class Members may receive payment from one (and only one) of the three below tiers:

1. **Non-Recall Tier**: An eligible Settlement Class Member will receive one flat payment of Five Dollars ($5.00) if the eligible Settlement Class Member postmarks or electronically sends his or her payment request with the documentation required under Section II.ii.1 above during the Claims Period.

2. **Recall Tier**: An eligible Settlement Class Member will receive one flat payment of Seven Dollars and Fifty Cents ($7.50) if the eligible Settlement Class Member postmarks or electronically sends his or

her payment request with the documentation required under Section II.ii.2 during the Claims Period.

3. **Recall-Plus Tier**: An eligible Settlement Class Member will receive a payment of Ten Dollars ($10.00) per prescription of Breckenridge duloxetine subject to a Product Recall that he or she purchased and could not use due to the Product Recall if the eligible Settlement Class Member postmarks or electronically sends his or her payment request with the documentation required under Section II.ii.3 during the Claims Period.

iv. **Length of Claims Period**: The Claims Period for the Settlement Refund Program will be commence within five (5) days after the Final Order and Judgment becomes Final, and all claims by Settlement Class Members must be received by the Claims Administrator (if sent electronically) or postmarked (if sent by the United States Postal Service or a commercial mail carrier) by 11:59PM Eastern Time on the date sixty (60) days from the date of commencement of the Claims Period.

v. **Publication**: The availability of the Settlement Refund Program will be published as part of the Notice pursuant to Section VII.A herein.

vi. **Administration**: Breckenridge will be responsible for engaging the Claims Administrator and for all costs associated with conducting and managing the Settlement Refund Program.

III. INJUNCTIVE RELIEF

In addition to the Settlement Refund Program provided under Section II, the Parties shall move the Court to include in the Final Order and Judgment an injunction in the form attached

hereto as Exhibit D. The injunction shall require Breckenridge to implement a program to refund consumers for any out-of-pocket costs paid for unused, returned Breckenridge duloxetine subject to a Product Recall initiated after the Class Period (the "Future Refund Program"). The design and administration of the Future Refund Program shall be wholly within Breckenridge's sole discretion and at its own expense. The Future Refund Program shall commence within five (5) days after the first Product Recall initiated after the Class Period or after the Final Order and Judgment becomes Final, whichever is later. For the avoidance of doubt, receiving a refund though the Settlement Refund Program does not under any circumstances release or bar any consumer's right to participate in the Future Refund Program, should Breckenridge initiate a Product Recall after the Class Period. The Future Refund Program shall remain in effect until at least January 1, 2028, on or after which Breckenridge may terminate the Future Refund Program at its sole discretion without further order of the Court.

IV. RELEASED CLAIMS

This Agreement fully resolves and releases the Released Parties from all Released Claims. This Settlement shall have no impact on the common law and/or statutory right of any Settlement Class Member or Settlement Class Member's representative to pursue personal injury and/or wrongful death claims in the event that a Settlement Class Member alleges to have suffered personal injury or wrongful death as a result of consuming Breckenridge duloxetine. Class Counsel and the Representative Plaintiff acknowledge that they have not sought compensation for personal injury and/or wrongful death on behalf of the putative class in the Class Action.

V. CLASS COUNSEL FEES AND REPRESENTATIVE PLAINTIFF INCENTIVE AWARD

Class Counsel agrees to seek reasonable Class Counsel Fees in connection with the Settlement using the lodestar method and without any multiplier to increase fees above counsel's

hourly rates. Class Counsel will not attempt to seek Class Counsel Fees using a percentage-of-the fund or similar approach. Class Counsel agrees to seek no more than One Hundred Fifty Thousand Dollars ($150,000) in Class Counsel Fees unless, due to objections or rulings by the Court, the approval process results in materially more lodestar hours than presently anticipated, in which case the Parties will meet and confer to develop a good faith estimate of the likely additional work necessary to conclude the Settlement.

Class Counsel agrees to seek no more than One Thousand Five Hundred Dollars ($1,500) as an incentive award for the Representative Plaintiff.

Breckenridge retains the right to contest any or all requested Class Counsel Fees and/or the Representative Plaintiff's requested incentive award. Breckenridge will pay Class Counsel Fees within thirty (30) days after the later of (a) the Court's approval of a fees petition and (b) the Final Order becoming Final. Breckenridge will pay the Representative Plaintiff incentive award within thirty (30) days after the later of (c) the Court's approval of a petition for a Representative Plaintiff incentive award and (d) the Final Order Becoming Final.

VI. MOTION FOR CERTIFICATION OF SETTLEMENT CLASS AND FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Within five (5) days after full execution of this Agreement, pursuant to Federal Rule of Civil Procedure 23(e), Representative Plaintiff shall file an unopposed Motion for Certification of the Settlement Class and for Preliminary Approval of Class Action Settlement that has been approved by Breckenridge, together with a brief in support, this Agreement, and the Exhibits attached hereto, seeking entry of an Order granting preliminary approval of the Settlement Class and the Settlement. The Proposed Order shall be in the form attached hereto as Exhibit E ("Proposed Preliminary Approval Order").

The Proposed Preliminary Approval Order shall:

1. Grant preliminary certification of the Settlement Class;

2. Grant preliminary approval of this Settlement;

3. Authorize Notice of Class Certification and Preliminary Approval of Class Action Settlement; and

4. Schedule a final Settlement Hearing to review comments or objections concerning this Settlement; to consider its fairness, reasonableness and adequacy; and to determine whether entry of the Final Order and Judgment, substantially in the form described in Section VIII, is appropriate. The Settlement Hearing shall be scheduled to give sufficient time for notice to be disseminated and to allow for objections pursuant to the terms of the Settlement.

VII. NOTICE, BAR ORDER, OBJECTION DEADLINE

A. Notice of Class Certification and Class Action Settlement

No later than twenty-eight (28) days after the Court has (1) entered the Preliminary Approval Order, and (2) approved the form and method of Notice, Verita shall implement the Notice Plan. Notice shall also be published in any additional form as the Court shall direct; provided that the forms of Notice are substantially identical to the proposed Notice attached hereto as Exhibits F (Long-Form Notice) and G (Short-Form Notice).

B. CAFA Notice

Upon filing of the Motion for Certification of the Settlement Class and for Preliminary Approval of Class Action Settlement, Breckenridge will provide timely notice of such motion as required by the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.*

C. Bar Order

Pursuant to the Final Order and Judgment, all Settlement Class Members will be bound by the terms of this Settlement, and by the Court's Final Order and Judgment approving this

Settlement, and by any order affirming the Court's Final Order and Judgment, if any appeal is made.

D. Objection and Opt-Out Deadline

Settlement Class Members and any other person or entity with standing to object who objects to this Settlement have a right to formally object or opt-out, as the case may be, not later than the Objection and Opt-Out Deadline, as follows. All objecting parties must submit a written statement of any objections to the Court. The written objections must be (1) physically received or (2) clearly postmarked by the United States Postal Service or a commercial mail carrier, no later than sixty (60) days after the deadline for publishing the Notice. Settlement Class Members who wish to opt-out must do so in writing mailed to the Claims Administrator, stating that they wish to be excluded from the Settlement Class. The written exclusion must be (1) physically received or (2) clearly postmarked by the United States Postal Service or a commercial mail carrier, no later than sixty (60) days after the deadline for publishing the Notice.

VIII. FAIRNESS HEARING

Representative Plaintiff shall ask the Court to set the Settlement Hearing for a date that is not earlier than fifteen (15) days after the Objection and Opt-Out Deadline (the "Settlement Hearing Date"). On or before the Settlement Hearing Date, Representative Plaintiffs shall move the Court for the entry of a Final Order and Judgment.

The Final Order and Judgment shall include:

1. Final approval of the Settlement Class;

2. Final approval of this Settlement in its entirety as fair, reasonable, and adequate, and in the best interests of the Class as a whole;

3. A determination that all Settlement Class Members shall be bound by the Settlement and shall be deemed conclusively to have settled and released with prejudice the Released Parties and to have covenanted not to sue the Released Parties;

4. A bar Order precluding each Settlement Class Member from asserting any and all Released Claims against any Released Parties in any court;

5. Dismissal of all Released Claims with prejudice as to the Released Parties; and

6. Reservation of the Court's continuing and exclusive jurisdiction over the Parties to administer, supervise, interpret, and enforce this Agreement in accordance with its terms.

IX. DISMISSAL OF CLAIMS AND RELEASE

Upon entry of the Final Order and Judgment, all Class Claims, including all claims asserted by the Representative Plaintiff in her individual capacity, shall be dismissed with prejudice and all Settlement Class Members shall be deemed to have unconditionally, fully, finally, and forever remised, released, relinquished, compromised, and discharged all Released Claims that were or could have been asserted against the Released Parties, whether or not any particular Settlement Class Member actually receives a payment described in Section II herein or a refund from the Future Refund Program described in Section III herein.

X. COVENANT NOT TO SUE AND NON-SOLICITATION

Representative Plaintiff, Settlement Class Members, and Class Counsel agree and covenant not to sue or to prosecute, institute or cooperate in the institution, commencement, filing, or prosecution of any lawsuit, appeal, arbitration or other proceeding relating to or based on any claim that concerns, arises out of or relates to any of the facts, actions, claims, allegations, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters alleged or referred to, including Product Recalls initiated after the Preliminary Approval

Date, or which could have been alleged or referred to in the Class Action, with respect to the Released Parties.

Notwithstanding the above language, this Settlement shall have no impact on the common law and/or statutory right of the Representative Plaintiff, Settlement Class Member, or Settlement Class Member's representative to pursue personal injury and/or wrongful death claims in the event that the Representative Plaintiff or a Settlement Class Member alleges to have suffered personal injury or wrongful death as a result of consuming Breckenridge duloxetine.

XI. RIGHT TO TERMINATE

This Agreement may be terminated upon written notice within fourteen (14) days after any one of the following events:

1. If the Court denies preliminary approval of the Settlement or refuses to preliminarily approve the Settlement without requiring material changes to the Notice attached as Exhibits F (Long-Form Notice) and G (Short-Form Notice) to this Agreement.

2. If the Court denies final approval of the Settlement or refuses to finally approve the Settlement without requiring material changes to the provisions contained in the Final Order and Judgment as set forth in Section VIII herein, in order to enter the Final Order and Judgment.

3. The Final Order and Judgment is materially modified or reversed on any writ or appeal.

4. As a condition of approval, the Court requires payment by Breckenridge of a Representative Plaintiff incentive award in any amount greater than that amount provided in Section V of this Agreement or of Class Counsel Fees in any amount greater than that amount provided in Section V of this Agreement unless any of the conditions identified in Section V occur.

5. Breckenridge, at its sole discretion, may terminate this Agreement if at least twenty (20) Settlement Class Members represented pro se object to the Settlement; if at least five (5)

Settlement Class Members represented by counsel, at least five (5) law firms (including solo practitioners) who have not been retained by a Settlement Class Member, or a combination of at least five (5) thereof object to the Settlement; if at least ten (10) other non-Parties object to the Settlement; or if at least fifty (50) individuals meeting the Class Definition opt-out of the Settlement Class. Breckenridge must notify Class Counsel of its intention to terminate the Agreement pursuant to this Section XI.5 no later than five (5) days after the Objection and Opt-Out Deadline.

In the event of any termination pursuant to the Agreement, the Parties shall be restored to their original positions.

XII. STAY OF ALL PROCEEDINGS

The Parties will jointly obtain and shall continue to jointly seek an extension of a stay of all litigation pending entry of a Final Order and Judgment Approving this Settlement.

XIII. MISCELLANEOUS PROVISIONS

A. Not Evidence; No Admission of Liability

In no event shall this Agreement, in whole or in part, whether effective, terminated, or otherwise, or any of its provisions or any negotiations, statements or proceedings relating to it in any way be construed as, offered as, received as, used as or deemed to be evidence of the factual allegations and/or legal conclusions in the Class Action, in any other action, or in any judicial, administrative, regulatory or other proceeding. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements or proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of the Released Parties or any applicable defense, including without limitation any applicable statute of limitations. This Agreement does not constitute or reflect any admission of any liability by the Released Parties of the claims brought

against them in the Class Action. No Party waives or intends to waive any applicable attorney-client privilege or work product protection for any negotiations, statements or proceedings relating to this Agreement.

Nothing in the preceding paragraph shall prevent a Party from using the Agreement or its provisions or, to the extent permitted by law, any negotiations, statements or proceedings related to the Agreement, to enforce the terms of the Agreement.

B. Confidentiality

The Parties agree that any and all documents, material, correspondence, and/or information received and/or produced or disclosed in furtherance of this Agreement, including all drafts of this Agreement ("Confidential Information"), shall be considered confidential and shall not be disclosed to any third parties, unless agreed upon in writing by the Parties or otherwise required by law. If a Party is required by law to disclose the Confidential Information of another Party, it must promptly notify the Party whose Confidential Information is to be disclosed and provide that Party an opportunity to object to the disclosure.

C. Entire Agreement

This Agreement, including its Exhibits, contains an entire, complete, and integrated statement of each and every term and provision agreed by and among the Parties; it is not subject to any condition not provided for herein. This Agreement supersedes any prior agreements or understandings, whether written or oral, between and among the Representative Plaintiff, the Settlement Class Members, Class Counsel, Breckenridge and/or counsel for Breckenridge regarding the subject matter of the Class Action or this Agreement. This Agreement may be amended or modified only by a written instrument signed by or on behalf of Class Counsel and counsel for Breckenridge and approved by the Court.

D. No Presumption Against Drafter

No Party shall be considered to be the drafter of this 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. This Agreement was drafted with substantial input by counsel for the Parties, and no reliance was placed on any representation other than those contained herein.

E. Force Majeure

Breckenridge shall not be liable for delay or non-performance of its obligations under this Agreement arising from any act of God, governmental act, or act of terrorism, war, fire, flood, explosion, or civil riot. The performance of Breckenridge's obligations under this Agreement, to the extent affected by the delay, shall be suspended for the period during which the cause of the delay persists.

F. Continuing and Exclusive Jurisdiction

The Court will have original and exclusive jurisdiction over all provisions of this Agreement, including the administration, supervision, interpretation, and enforcement of this Agreement in accordance with its terms and any award of attorney's fees.

G. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original. Scanned signatures shall be considered valid signatures as of the date submitted, although the original signature pages shall thereafter be appended to this Agreement.

H. Divisions and Headings

The division of this Agreement into Sections and the use of captions and headings in connection herewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

I. Plurals and Singulars of Defined Terms

Where a term is defined in plural and used in singular in the text, it means one such. Where a term is defined in singular is used in plural in a text, it means more than one such.

J. Governing Law

This Agreement is to be interpreted according to the substantive law of the State of New Jersey, without regard to its choice of law or conflicts of laws principles.

K. Waiver

The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

L. No Third-Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement is intended, nor shall it in any way be construed, to create or convey any rights in or to any person other than the Representative Plaintiff, Settlement Class Members, and the Released Parties.

M. Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, except that no Settlement Class Member's right to receive a refund or injunctive relief as described in Section II and Section III herein shall inure to the benefit of any other individual or entity.

N. Authority and Acknowledgment

Each person signing this Agreement on behalf of a Party represents and warrants that he or she has all the requisite power and authority to enter into this Agreement and to implement the terms contemplated herein and is duly authorized to execute this Agreement on behalf of that Party.

By their signature or counsel's signature affixed hereto, each Party acknowledges that he or she has read this Agreement, fully understands the agreements, representations, covenants, obligations, conditions, warranties, releases, and terms contained herein, and has had the advice of counsel pertaining thereto, prior to the time of execution. Class Counsel acknowledge that they have authority to execute this Agreement and bind the Representative Plaintiffs and Settlement Class Members.

O. Construction

This Agreement shall be construed and interpreted to effectuate the Parties' intent, which is to resolve completely all Class Claims.

P. Notice

Any notices required under this Agreement shall be supplied by email and/or overnight courier as follows:

1. For the Certified Class, Notice shall be supplied to:

Aaron K. Block
Max Marks
The Block Firm LLC
309 East Paces Ferry Road, Suite 400
Atlanta, GA 30305
Telephone: (404) 997-8419
aaron@blockfirmllc.com
max.marks@blockfirmllc.com

2. For Breckenridge, notice shall be supplied to:

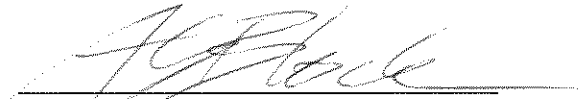
Melissa O'Donnell
Kyle A. Dolinsky
Troutman Pepper Locke
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103
Telephone: (215) 981-4000
melissa.odonnell@troutman.com
kyle.dolinsky@troutman.com

Brian Guy
President & Chief Commercial Officer
Breckenridge Pharmaceutical, Inc.
200 Connell Dr.
Suite 4200
Berkeley Heights, NJ 07922
Telephone: 860-828-8140
bguy@bpirx.com

Q. Survival

The provisions of Section XIII of this Agreement shall survive its termination.

So Agreed on Behalf of the Settlement Class Members and Class Counsel:



Aaron K. Block
The Block Firm LLC
309 East Paces Ferry Road, Suite 400
Atlanta, GA 30305

Executed on March 18, 2025.

So Agreed on Behalf of Breckenridge Pharmaceutical, Inc.

Brian Guy
President & Chief Commercial Officer
Breckenridge Pharmaceutical, Inc.
200 Connell Dr.
Suite 4200
Berkeley Heights, NJ 07922

Executed on March ___, 2025.

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Brian Guy
President & Chief Commercial Officer
Breckenridge Pharmaceutical, Inc.
200 Connell Dr.
Suite 4200
Berkeley Heights, NJ 07922

Executed on March 18th, 2025.

EXHIBIT A

Exhibit A - NDCs for Breckenridge Duloxetine

***Note: these NDCs are sometimes expressed as 10-digit numbers without a leading zero in the second or third segment**

43353-0025-30
43353-0025-60
43353-0106-16
43353-0106-33
43353-0106-74
43353-0106-83
43353-0960-30
43353-0960-42
43353-0960-83
50090-2226-00
50090-2226-01
50090-3205-00
50090-3205-01
50090-6889-00
50090-6889-01
51407-0817-60
51407-0818-30
51407-0818-90
51407-0819-10
51407-0819-30
51991-0746-05
51991-0746-06
51991-0746-90
51991-0747-10
51991-0747-33
51991-0747-90
51991-0748-10
51991-0748-33
51991-0748-90
51991-0750-05
51991-0750-10
51991-0750-33
51991-0750-90
60429-0164-60
60429-0165-30
60429-0165-90
60429-0166-10
60429-0166-30
63187-0702-30

63187-0702-60
63187-0702-90
63187-0720-30
63187-0720-60
63187-0720-90
63187-0735-30
63187-0735-60
63187-0735-90
63629-1990-01
63629-1991-01
63629-1992-01
63629-2063-01
63629-9187-01
68001-0368-04
68071-2711-09
68788-7897-03
68788-7897-06
68788-7897-09
68788-8362-00
68788-8362-03
68788-8362-09
68788-9301-00
68788-9301-01
68788-9301-02
68788-9301-03
68788-9301-06
68788-9301-09
70518-0122-05
71335-0165-01
71335-0165-02
71335-0165-03
71335-0165-04
71335-0392-01
71335-0392-02
71335-0392-03
71335-0392-04
71335-0392-05
71335-0392-06
71335-0392-07
71335-0392-08
71335-0509-01
71335-0509-02
71335-0509-03

71335-0509-04
71335-0509-05
71335-0509-06
71610-0218-30
71610-0218-60
71610-0736-42
71610-0739-16
71610-0739-33
71610-0739-74
71610-0743-30
71610-0743-53
71610-0743-60
71610-0743-80
72162-1597-05
72162-1597-09
72162-1598-09
72162-1599-01
72162-1599-09
72162-1600-03
82009-0029-05
82009-0030-10
82009-0031-30
82009-0031-90
82009-0032-10
82804-0024-30
82804-0024-60
82804-0024-90

EXHIBIT B

Exhibit B – Expiration Dates, NDCs, and Lot Numbers of Recalled Product

NDCs and Expiration Dates of Recalled Product

51991-746-05
Exp. Dec 2024
Exp. Feb 2025
Exp. Jan 2027

51991-747-10
Exp. Jan 2025
Exp. Feb 2025
Exp. Jan 2027
Exp. Mar 2027

51991-747-90
Exp. Nov 2024
Exp. Feb 2025
Exp. Nov 2025

51991-748-10
Exp. Jan 2027

51991-748-90
Exp. Dec 2024
Exp. Feb 2025
Exp. Nov 2025
Exp. Dec 2025

Recalled Lot Numbers

220265
220088
220267
220256
220225
220269
220456
230028C
230106C
230170C
220039
220363
230035C
230101C

220128
222205C
230077C
240301C
240255C
240098C
240909C

EXHIBIT C

Exhibit C - Certification

I, _____ [NAME], hereby certify as follows:

1. Between August 4, 2020, and [DATE OF PRELIMINARY APPROVAL] (the "Class Period"), I purchased a prescription or prescriptions of Breckenridge duloxetine.
2. I have reviewed Exhibit B to the Settlement Agreement in *Boyer v. Breckenridge Pharmaceutical, Inc.*, No. 2:24-CV-06514-JKS-JBC (D.N.J.), and have determined that a prescription or prescriptions of Breckenridge duloxetine that I purchased during the Class Period include(s) an NDC and expiration date that appear on Exhibit B. To the best of my knowledge, this prescription or these prescriptions were subject to a product recall ("Recalled Prescriptions").
3. Due to the product recall(s), I was unable to use, and in fact did not use, all or some of the Breckenridge duloxetine in ____ [NUMBER] Recalled Prescriptions that I purchased.
4. I no longer possess the Breckenridge duloxetine that I was unable to use due to product recalls.

I certify under penalty of perjury under the laws of the United States, that the foregoing is true and correct.

Executed on _____ _____, 2025, in _____, _____.
[DATE] [CITY] [STATE]

_____
[SIGNATURE]

EXHIBIT D

Exhibit D - Text of Injunction

[To be incorporated into the text of the Final Order and Judgment]

. . .

WHEREAS, as part of the Settlement, the Parties have agreed to injunctive relief binding Breckenridge to offer refunds for certain product subject to recalls initiated after the Class period;

. . .

1. In addition to the other relief granted herein, the Court hereby ENJOINS Breckenridge as follows.

a. Breckenridge shall implement a program (the "Future Refund Program") to refund all consumers for any out-of-pocket costs paid for Breckenridge duloxetine, for personal or household use, that (i) is subject to a Product Recall initiated after [DATE OF PRELIMINARY APPROVAL]; and (ii) the consumer was unable to use, and did not use, due to such Product Recall.

b. To be eligible for a refund under the Future Refund Program, a consumer must return to Breckenridge the Breckenridge duloxetine that he or she was unable to use due to a Product Recall.

c. A Class Member's receipt of payment under the Settlement Refund Program shall have no effect on the Class Member's ability to participate in, or the amount he or she may recover from, the Future Refund Program.

d. Except for the explicit requirements for the Future Refund Program as stated in this Order, the design and administration of the Future Refund Program is within Breckenridge's sole discretion.

e. The design and administration of the Future Refund Program shall be solely at Breckenridge's own expense.

f. The Future Refund Program shall commence and become available to consumers at the later of (i) the first Product Recall initiated after [DATE OF PRELIMINARY APPROVAL], or (ii) within five (5) days after this Order becomes Final.

g. Once commenced, the Future Refund Program shall remain available to consumers until at least January 1, 2028, on or after which Breckenridge may terminate the Future Refund Program at its sole discretion without further order of the Court.

. . . .

EXHIBIT E

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SHERYL BOYER, on behalf of herself and all others similarly situated, Plaintiff, vs. BRECKENRIDGE PHARMACEUTICAL, INC., Defendant.	CIVIL ACTION NO. 2:24-cv-06514

[PROPOSED] ORDER CERTIFYING SETTLEMENT CLASS AND PRELIMINARILY APPROVING SETTLEMENT AGREEMENT

WHEREAS, on March 24, 2025, in the above-captioned action, Sheryl Boyer ("Plaintiff") filed an Unopposed Motion to Certify Settlement Class and for Preliminary Approval of Settlement Agreement ("Motion"); and

WHEREAS, the Court, after reviewing the papers, the evidence submitted by the parties, and the law, rules as follows:

1. The Court has jurisdiction over the subject matter of the Litigation, the Parties, and all Settlement Class Members.

2. The Court has conducted a preliminary evaluation of the parties' March 18, 2025, Settlement Agreement ("Settlement Agreement") for fairness, adequacy, and reasonableness. Based on this evaluation, the Court finds there is cause to

believe that: (i) the Settlement Agreement is fair, reasonable, and adequate, and within the range of possible approval; (ii) the Settlement Agreement has been negotiated in good faith at arms' length between experienced attorneys familiar with the legal and factual issues of this case; and (iii) with respect to the forms of notice of the material terms of the Settlement Agreement to Settlement Class Members for their consideration and reaction, that notice is appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement Agreement.

3. The Court, pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, certifies the following Settlement Class:

> All natural persons in the United States who purchased Breckenridge duloxetine, for personal or household use, from August 4, 2020, until preliminary court approval of the class.

4. Specifically excluded from the Settlement Class are Breckenridge, Breckenridge's officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Breckenridge, and any of its heirs, successors, assigns, or other persons or entities related to or affiliated with Breckenridge and/or Breckenridge's officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.

5. The Court hereby appoints Sheryl Boyer as Class Representative of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

6. The Court appoints The Block Firm, LLC, as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure.

7. On [DATE], at [TIME] in [COURTROOM], this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement and to determine whether (i) final approval of the Settlement embodied by the Agreement should be granted, (ii) whether Class Counsel's forthcoming application for attorneys' fees and expenses should be granted, and in what amount; and (iii) whether Class Representative's petition for incentive award should be granted, and in what amount. No later than fourteen days before the Objection Deadline and Opt-Out Deadline set out below, Plaintiff must file the papers in support of Class Counsel's application for attorneys' fees and expenses and Class Representative's incentive award. No later than fourteen days before the Final Approval Hearing, Plaintiff must file papers in support of final approval of the Settlement Agreement and respond to any written objections. Defendant may (but is not required to) file papers in support of final approval of the Settlement Agreement, so long as it does so no later than seven days before the Final Approval Hearing.

8. At the parties' request, Verita Global ("Verita") is appointed as Claims Administrator and shall be required to perform all the duties of the Claims Administrator as set forth in the Settlement Agreement and this Order.

9. At the parties' request, Verita is appointed to administer the Notice Plan and shall be required to perform all the duties necessary to effectuate the notice described in the Settlement Agreement, the Notice Plan, and this Order.

10. The Court approves the proposed Notice Plan for giving notice to the Settlement Class as set forth in the Declaration of Christie K. Reed. The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process and constitutes the best notice practicable under the circumstances. The Court hereby directs the parties and Verita to publish Notice to the Class no later than 28 days from entry of this Order, and to complete all aspects of the Notice Plan 60 days thereafter, in accordance with the terms of the Settlement Agreement.

11. Verita will file with the Court by no later than 14 days before the Final Approval Hearing proof that Notice was provided in accordance with the Settlement Agreement and this Preliminary Approval Order, as well as proof that notice was provided to the appropriate state and federal officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

12. Settlement Class Members who wish either to object to the Settlement or request to be excluded from it must do so by the Objection Deadline and Opt-Out Deadline of 60 days after publication of the Notice to the Class (*i.e.*, [DATE]). Settlement Class Members may not both object and opt out. If a Settlement Class

Member submits both a Request for Exclusion and an objection the Request for Exclusion will be controlling.

13. To submit a Request for Exclusion, Settlement Class Members must follow the directions in the Class Notice and send a compliant request to the Claims Administrator at the address designated in the Class Notice by the Opt-Out Deadline. In the Request for Exclusion, the Settlement Class Member must state his or her full name and address, and the Class Member must state in writing that he or she wishes to be excluded from the Settlement. No Request for Exclusion will be valid unless the information described above is included. No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class; however, nothing herein shall prevent Class Members from obtaining the assistance of another, such as a lawyer or family member, in preparing or submitting any individual exclusion.

14. If a timely and valid Request for Exclusion is made by a member of the Settlement Class, then that person will not be a Settlement Class Member, and the Agreement and any determination and judgments concerning it will not bind the excluded person.

15. All Settlement Class Members who do not opt out in accordance with the above terms will be bound by all determinations and judgments concerning the Settlement Agreement.

16. To object to the Settlement, Settlement Class Members must follow the directions in the Notice and file a written objection with the Court by the Objection Deadline. In the written Objection, the Settlement Class Member must state his or her full name and address. The Settlement Class Member must state the reasons for his or her Objection and whether he or she intends to appear at the Fairness Hearing on his or her own behalf or through counsel. Any documents that the Settlement Class Member wishes the Court to consider must also be attached to the Objection. Any and all objections shall identify any lawyer that represents the Settlement Class Member as to the case or such objection. No Objection will be valid unless all the information described above is included. Copies of all papers filed with the Court must be simultaneously delivered to Class Counsel and counsel for the Defendant. The parties will have the right to depose any objector to assess whether the objector has standing and to otherwise evaluate the objection.

17. If a Settlement Class Member does not submit a written comment on the proposed Settlement, the application of Class Counsel for attorneys' fees and expenses, or the Class Representative's incentive award in accordance with the deadline and procedure set forth in the Class Notice, and the Settlement Class

Member wishes to appear and be heard at the Final Approval Hearing, the Settlement Class Member must file a notice of intention to appear with the Court and serve a copy upon Class Counsel and Defendant's counsel no later than the Objection/Opt-Out Deadline and comply with all other requirements of the Court for such an appearance.

18. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Order, above and as detailed in the Class Notice, and at the same time provide copies to Class Counsel and Defendant's counsel, shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Agreement by appeal or other means, shall be deemed to have waived his, her, or its objections, and shall be forever barred from making any such objections in the Action. All members of the Settlement Class, except those members of the Settlement Class who submit timely Requests for exclusion, will be bound by all determinations and judgments in the Action, whether favorable or unfavorable to the Settlement Class.

19. Pending the final determination of whether the Settlement Agreement should be approved, all pretrial proceedings and briefing schedules in the Action have already been stayed. If the Settlement Agreement is terminated or final

approval does not for any reason occur, the stay will be terminated, and the parties will meet and confer to submit a scheduling order to the Court.

20. If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings in connection with the Settlement will be without prejudice to the right of Defendant or the Settlement Class Representatives to assert any right or position that could have been asserted if the Settlement Agreement had never been reached or proposed to the Court. In such an event, the parties will return to the status quo ante in the Action and the certification of the Settlement Class will be deemed vacated. The certification of the Settlement Class for settlement purposes, or any briefing or materials submitted seeking certification of the Settlement Class, will not be considered in connection with any subsequent class certification decision.

21. The Settlement Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing, by Defendant, or the truth of any of the claims, and evidence relating to the Settlement Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating,

describing, implementing, or enforcing the terms and conditions of the Settlement Agreement, this Order, and the Final Order and Judgment.

22. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and Claim Form, and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Settlement Agreement with such modifications, if any, as may be agreed to by the parties without further notice to the members of the Settlement Class.

SO ORDERED, this ___ day of _____, 2025.

_____
Hon. Jamel K. Semper
U.S. District Judge

EXHIBIT F

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Boyer v. Breckenridge Pharmaceutical, Inc., No. 2:24-CV-06514-JKS-JBC.

If you purchased duloxetine manufactured for Breckenridge Pharmaceutical, Inc., between August 4, 2020, and [DATE OF PRELIMINARY APPROVAL], you could receive a payment from a proposed Class Action Settlement.

A Federal Court has authorized this Notice. This is not a solicitation from a lawyer.

- A proposed Class Action Settlement (the "Settlement") will require Breckenridge Pharmaceutical, Inc. ("Breckenridge"), to provide payments for past purchases of generic duloxetine manufactured for Breckenridge ("Breckenridge duloxetine"). As detailed below, Class Members who purchased Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL] (the "Class Period") may receive either:
    - a single payment of $5, if they purchased Breckenridge duloxetine during the Class Period and provide certain required documents; or
    - a single payment of $7.50 if they purchased Breckenridge duloxetine during the Class Period that was subject to a Product Recall (as defined in the Settlement Agreement and below) *before* [DATE OF PRELIMINARY APPROVAL], and they provide certain required documents; or
    - payments of $10 per prescription of Breckenridge duloxetine that they purchased during the Class Period and were unable to use in whole or in part due to a Product Recall initiated *before* [DATE OF PRELIMINARY APPROVAL], and they provide certain documentation.
- The above payments are referred to in this Notice as the "**Settlement Refund Program**."
- In addition, the proposed Class Action Settlement will require Breckenridge to establish a program to refund consumers for out-of-pocket costs paid for unused, returned Breckenridge duloxetine that is subject to a Product Recall occurring *after* [DATE OF PRELIMINARY APPROVAL] (the "**Future Refund Program**"). Under the terms of the Settlement, Breckenridge may establish additional requirements for the **Future Refund Program**. The **Future Refund Program** will continue at least until January 1, 2028, after which Breckenridge may terminate the **Future Refund Program**. Class Members who receive a payment under the **Settlement Refund Program** will, if eligible, also be allowed to participate in the **Future Refund Program**.
- This lawsuit seeks compensation for Class Members' economic loss—in other words, the amount paid for Breckenridge duloxetine. The lawsuit does not seek, and the Settlement does not compensate, Class Members for any personal injuries or wrongful death they may have

allegedly suffered from taking Breckenridge duloxetine. Neither the lawsuit nor this Settlement have any effect on an individual's ability to bring a separate lawsuit seeking compensation for personal injury or wrongful death that may have been allegedly caused by Breckenridge duloxetine.

- Your legal rights are affected whether you act or do not act. **Read this Notice carefully**.
- These rights and options—and the deadlines within which to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
STAY IN THE SETTLEMENT CLASS AND SUBMIT A CLAIM BY ___	**The only way to get a payment.** To receive monetary benefits, you will need to timely submit a claim to the Claims Administrator. However, if the Court approves the Settlement, you will be bound by the terms and release contained in the Settlement even if you do not submit a claim, unless you exclude yourself as described below.
EXCLUDE YOURSELF	**Get no payment.** This option allows you to pursue your own lawsuit against Breckenridge or any of the other released parties about the legal claims in this case. It also is the only option that allows you to ever be part of any other lawsuit against Breckenridge or any of the other released parties under the Settlement Agreement for any economic injury related to the purchase of Breckenridge duloxetine between August 4, 2020, and [DATE OF PRELIMINARY APPROVAL], caused by the alleged conduct in this case.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	If you do nothing, you will remain in the Class Action as a Class member and will not, in the future, be able to pursue any other lawsuit against Breckenridge or any of the other released parties for any economic injury related to the purchase of Breckenridge duloxetine between August 4, 2020, and [DATE OF PRELIMINARY APPROVAL], caused by the alleged conduct in this case.

	If you do not timely file a complete Claim Submission with the Claim Administrator, you will not receive compensation. **The deadline to file a Claim Submission is ____.**

IMPORTANT DATES AND DEADLINES	
Class Membership Exclusion (opt-out) Deadline	(To be added)
Claim Submission Deadline	(To be added)
Objection and Intervention Submission Deadline	(To be added)
Fairness Hearing	(To be added)

This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement at [website(s)]. The Settlement Agreement is also on file in the office of the Clerk of Court for the U.S. District Court for the District of New Jersey in Newark, New Jersey (see Question 33 for the address). You can also get this information by calling 1-8XX-XXX-XXXX and requesting copies.

Please do not write, email, or call the Court or Clerk of Court for additional information.

What this Notice Contains

[Insert Table of Contents]

BASIC INFORMATION

1. What is this lawsuit?

This is a federal court class action pending in the United States District Court for the District of New Jersey since 2024. The person who sued is called the **Plaintiff**. The company she sued, Breckenridge, is called the **Defendant**. They are more fully defined below.

The Plaintiff contends that Defendant and its affiliates manufacture and distribute Breckenridge duloxetine containing an impurity called n-nitroso-duloxetine ("NDLX"), which is part of a family of substances called nitrosamines that allegedly can cause cancer under certain circumstances. Because Breckenridge duloxetine allegedly contains NDLX, Plaintiff contends that Breckenridge duloxetine was unlawful to sell and economically worthless. Plaintiff contends that individuals who purchased Breckenridge duloxetine received a product worth less than what they paid and therefore suffered an economic injury.

"**Breckenridge duloxetine**" is a generic version of the prescription drug duloxetine (also known by the brand name Cymbalta) manufactured for Breckenridge and distributed by Breckenridge and certain repackagers and private label distributors. Breckenridge duloxetine is

approved by the FDA for treatment of major depressive disorder in adults, generalized anxiety disorder in adults and pediatric patients of 7 years of age and older, diabetic peripheral neuropathic pain in adults, fibromyalgia in adults and pediatric patients 13 years of age and older, and chronic musculoskeletal pain in adults.

Breckenridge is a pharmaceutical company that sells Breckenridge duloxetine. Some Breckenridge duloxetine is repackaged by other pharmaceutical companies in their own labels before resale.

Plaintiff claims that Breckenridge distributed Breckenridge duloxetine manufactured in violation of the Federal Food, Drug, and Cosmetic Act ("FDCA") and regulations of the Food and Drug Administration ("FDA"). Plaintiff alleges that FDA established an acceptable intake limit ("AI limit") on certain nitrosamines, which applied to NDLX. Product exceeding this AI limit, according to Plaintiff, violates current Good Manufacturing Practices ("cGMP"), with which all drug manufacturers must comply. Plaintiff further contends that drugs exceeding the AI limit are adulterated and illegal to sell. Plaintiff contends that, in 2024, Breckenridge recalled hundreds of thousands of bottles of Breckenridge duloxetine for exceeding applicable AI limits, and that this suggests that all Breckenridge duloxetine may have been contaminated.

Defendant denies Plaintiff's allegations and disputes, among other things, (1) that applicable standards for NDLX content were established when the Breckenridge duloxetine at issue was manufactured; (2) that all recalled Breckenridge duloxetine, let alone any Breckenridge duloxetine that was not recalled, contained NDLX in amounts exceeding the applicable AI limit; and (3) that Breckenridge duloxetine containing NDLX, whether or not in amounts exceeding the applicable AI limit, was worthless or worth any less than its sale price. Plaintiff disputes these arguments.

2. What is a class action?

In a class action, one or more persons, the named plaintiffs (who are also called proposed "class representatives") sue on behalf of themselves and other persons with similar claims. All of these people together are the proposed "Class" or "Class Members." When a class action is settled, one Court resolves the issues for all Class Members (in the settlement context, "Settlement Class Members"), except for those who exclude themselves (opt out) from the Settlement. U.S. District Judge Jamel K. Semper is in charge of this class action. In this case, the proposed class representative is Sheryl Boyer, who purchased Breckenridge duloxetine that allegedly contained NDLX above the applicable AI limit. Excluding yourself (opting out) means that you will not receive any benefits from the Settlement. The process for excluding yourself (opting out) is described in Question 23.

3. What are the claims, issues and defenses in this class action?

Plaintiff claims that Defendant distributed Breckenridge duloxetine that was worthless because it contained NDLX in excess of the applicable AI limit. Plaintiff alleges that Defendant knew or should have known that Breckenridge duloxetine was adulterated and failed to meet regulatory requirements because it contained NDLX in excess of the applicable AI limit and that Breckenridge intentionally misled consumers by representing that Breckenridge duloxetine

complied with applicable standards and concealing that it contained NDLX in excess of the AI limit.

Breckenridge denies these allegations. Breckenridge claims that although it recalled certain lots of Breckenridge duloxetine that contained NDLX in excess of the applicable AI limit, that limit had not been established when the product was manufactured and that, in fact, the existence of NDLX as a nitrosamine was unknown until the last few years. Once Breckenridge became aware of NDLX, it worked diligently to develop a test for the substance and test product on the market for NDLX content. Once Breckenridge discovered that certain product contained NDLX, it diligently recalled affected lots and is working to reformulate Breckenridge duloxetine to ensure that all product remains within the applicable AI limit. Breckenridge further contends that, despite the potential presence of NDLX in recalled Breckenridge duloxetine, all Breckenridge duloxetine was worth the price of sale and, in no event, was "worthless." Breckenridge further claims that even if certain lots of Breckenridge duloxetine contained NDLX in excess of the applicable AI limit, Breckenridge neither knowingly nor intentionally misled consumers.

Plaintiff acknowledges the challenges to succeeding in this litigation. It is possible that the Court could dismiss Plaintiff's complaint before this case proceeds to discovery. It is also possible that, in the course of discovery, Plaintiff would learn of facts that cut against her allegations and could lead to entry of judgment against her. And if this case proceeded to trial, it is possible a jury would find for Breckenridge or find for Plaintiff in an amount far below the full purchase price of Breckenridge duloxetine sold during the relevant period. And in any event, it could take years and many additional court proceedings for Class Members to receive compensation.

4. How many class members are there?

The precise number of class members is unknown, but based on publicly available data on all duloxetine users in the United States per year, Plaintiff estimates that the Settlement Class contains approximately 4 million members.

5. Why is there a settlement?

After litigation, including the filing of a motion to dismiss and an amended complaint, and extensive discussions between the parties, Plaintiff and Defendant have agreed to this Settlement.

A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. Settlements conclude without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

If the Court approves this Settlement, the litigation between the Settlement Class Members and the Defendant is concluded. Only Settlement Class Members are eligible for the benefits summarized in this Notice. The Defendant will no longer be legally responsible to defend against the claims by Settlement Class Members made in this litigation.

The Court has not and will not decide in favor of the Plaintiff or the Defendant. By reviewing this Settlement, the Court is not making and will not make any findings that any law was broken or that the Defendant did anything wrong. By entering into the Settlement, Defendant is not admitting any of the claims made against it, which it continues to completely deny. Conversely, the Plaintiff is not conceding that any of her claims against Defendant are invalid or without merit.

Under the Settlement, Breckenridge will pay at least a single payment of $5, and up to $10 per applicable prescription, under the **Settlement Refund Program** to eligible Settlement Class Members who timely submit a claim according to the requirements of the Settlement Agreement and this Notice. The monetary awards paid under the **Settlement Refund Program** will vary based on whether a Class Member purchased Breckenridge duloxetine that was subject to a recall due to the presence of a nitrosamine ("Product Recall"), the Class Member was unable to use any of that Breckenridge duloxetine due to the Product Recall, and the Class Member submits supporting documents. Through a separate **Future Refund Program**, Breckenridge has also agreed to refund consumers their out-of-pocket costs paid for unused, returned Breckenridge duloxetine subject to a Product Recall started after [DATE OF PRELIMINARY APPROVAL]. In addition to funding the Settlement, Breckenridge has agreed to pay for all costs related to the administration of the Settlement and will pay, in amounts to be ordered by the Court, Class Counsel's reasonable fees and costs and a Class Representative incentive award for the Plaintiff who filed this Class Action.

The Class Representative and Class Counsel (see Question 26) believe that the proposed Settlement is best for everyone involved. The factors that Class Counsel considered include the uncertainty and delay associated with continued litigation, including protracted discovery, trial and appeals, as well as the uncertainty of particular legal issues that are yet to be determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable and adequate in light of all circumstances and in the best interests of the Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

To get money from the Settlement, you must first qualify as a Class Member and, second, must be an eligible Class Member.

6. How do I know if I am a class member?

For settlement purposes, the Court has defined the Class in this case to consist of the following:

> All natural persons in the United States who purchased Breckenridge duloxetine, for personal or household use, from August 4, 2020, until [DATE OF PRELIMINARY APPROVAL].

7. How do I know if I am eligible to receive payment?

Under the **Settlement Refund Program**, to receive a single payment of $5, you must submit documents proving that you purchased Breckenridge duloxetine between August 4, 2020

and [DATE OF PRELIMINARY APPROVAL]. Documents that provide sufficient proof include an original pharmacy receipt, a copy of a pharmacy receipt, other pharmacy records reflecting the purchase date and that the duloxetine purchased was Breckenridge duloxetine, or records from your insurance provider or pharmacy benefits manager reflecting purchase date and that the duloxetine purchased was Breckenridge duloxetine.

If you intend to seek a single payment of $7.50, as opposed to $5, in addition to the documentation above, you must also submit (a) documentation from your pharmacy indicating the lot number was one of those subject to a Product Recall, as documented in Exhibit B to the Settlement Agreement, or (b) documentation providing the name and address of the pharmacy from which you purchased Breckenridge duloxetine and demonstrating that the NDC and expiration date of the prescription are among those in Exhibit B to the Settlement Agreement.

If you intend to seek payment of $10 per prescription that you were unable to use due to a Product Recall, you must provide all of the documentation required to receive a $7.50 payment, and you must either (a) return unused Breckenridge duloxetine subject to a Product Recall, or (b) submit a signed certification, under penalty of perjury, in the form attached as Exhibit C to the Settlement Agreement, stating that you are or were unable to use Breckenridge duloxetine due to a Product Recall.

You are eligible to receive only one of *either* (1) a single $5.00 payment, (2) a single $7.50 payment, or (3) payment of $10 per prescription of Breckenridge duloxetine that you were unable to use due to a product recall. **For purposes of illustration only**:

- If you purchased three prescriptions of Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL], and none of those prescriptions were subject to a Product Recall, you are entitled to $5 if you submit the required documentation.

- If you purchased three prescriptions of Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL], and two of those prescriptions were subject to a Product Recall before [DATE OF PRELIMINARY APPROVAL], you are entitled to $7.50 if you submit the required documentation.

- If you purchased three prescriptions of Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL], and two of those prescriptions were subject to a Product Recall before [DATE OF PRELIMINARY APPROVAL], *and* you are able to demonstrate that you were unable to use those two prescriptions due to the recall, you are entitled to $20 if you submit the required documentation.

In addition, under the **Future Refund Program**, if you have purchased, or purchase in the future, Breckenridge duloxetine that is subject to a Product Recall initiated *after* [DATE OF PRELIMINARY APPROVAL], you may receive a refund of the amount you paid out of pocket for unused Breckenridge duloxetine that you return to Breckenridge. Breckenridge may establish additional requirements for the **Future Refund Program**. The **Future Refund Program** will

remain in effect until at least January 1, 2028. Recovery of any amount under the **Settlement Refund Program** will not prevent you from recovering from the **Future Refund Program** if you are eligible to do so.

8. What if I received a prescription of Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL] but did not personally pay any money for it?

The class is defined to include only individuals who purchased Breckenridge duloxetine. Therefore, if, for example, your health insurance covered the entire cost of Breckenridge duloxetine or you were not charged for your prescription, you are not a Class Member and you may not recover under the **Settlement Refund Program**.

9. What if I purchased Breckenridge duloxetine from a lot that was not recalled, or what if I don't know whether the Breckenridge duloxetine I purchased was recalled?

You may recover under the Settlement even if the Breckenridge duloxetine you purchased was not subject to a Product Recall. The class is defined to include all individuals who purchased Breckenridge duloxetine between August 4, 2020, until [DATE OF PRELIMINARY APPROVAL]. If you purchased Breckenridge duloxetine during that time period that was not subject to a Product Recall, you may receive $5. If you wish to receive a single payment of $7.50 or a payment of $10 per prescription subject to a Product Recall that you were unable to use due to the Product Recall, you do not need to know the lot number of the Breckenridge duloxetine you purchased. Instead, you can provide documentation of the pharmacy from which you purchased Breckenridge duloxetine, the NDC of the Breckenridge duloxetine, and the expiration date of the Breckenridge duloxetine. The Claims Administrator will check this information against the information in Exhibit B to the Settlement Agreement and determine whether you are eligible for a payment above $5.

10. What if I paid more than $5, $7.50, or $10 per prescription between August 4, 2020, and [DATE OF PRELIMINARY APPROVAL]?

The parties have negotiated three tiers of settlement payments: a single payment of $5; a single payment of $7.50; or a payment of $10 per prescription of Breckenridge duloxetine that a Class Member was unable to use due to a Product Recall. Even if you paid more than $5, $7.50, or $10 per certain recalled prescription of Breckenridge duloxetine, you are entitled only to one of these three amounts. This negotiated cap reflects the uncertainty of litigation—including whether the Court would allow this case to go to trial as a class action, whether a jury would find in favor of the Class at trial, and the amount of any damages award at trial—as well as delays associated with litigation. Therefore, for example, even if you paid more than $10 out of pocket for a prescription of Breckenridge duloxetine that you were unable to use due to a Product recall, the maximum payment you can receive under the Settlement for that prescription is $10.

11. Do I need to hire a lawyer to represent me in the Settlement?

Class Counsel, who are identified at Question 26 below, are responsible for all of the common interests of Class Members. Class Counsel filed and prosecuted this lawsuit, negotiated

the Settlement, and represent all of the common interests of the Class. However, Class Counsel are **not** responsible for and will not represent you individually in the Class Action or in making your individual claim for monetary payments under the Settlement. Nor will Class Counsel represent you if you choose to be excluded (opt-out) from the Class or with respect to any objection you make to the Settlement.

You have the right but are not required to hire your own lawyer to represent you in this Class Action or in making your individual claim for monetary payments. Should you hire a lawyer, you will be responsible for paying the fee you agree upon with that lawyer, which may reduce the amount of any payment to which you may be entitled from the Settlement Fund.

THIS SETTLEMENT'S BENEFITS—WHAT YOU GET AND WHAT YOU GIVE UP

12. What does the Settlement provide?

Breckenridge has agreed to provide a single payment of $5 or $7.50, or, in certain circumstances, pay $10 per prescription of Breckenridge duloxetine purchased between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL]. See Question 7 for the specific requirements to receive these payments. Breckenridge has also agreed to establish a program to refund consumers' out-of-pocket costs paid for Breckenridge duloxetine that is subject to a Product Recall begun after [DATE OF PRELIMINARY APPROVAL]. In addition, Breckenridge has agreed to pay the costs of administering the Settlement payments. Breckenridge has further agreed for the benefit of Settlement Class Members to pay Class Counsel's attorneys' fees and costs as ordered by the Court. Breckenridge has also agreed to pay a Class Representative incentive award to the named Plaintiff in this case in an amount to be ordered by the Court.

13. When and how will Settlement payments be distributed to Settlement Class Members?

Breckenridge will make Settlement payments after the Settlement is approved and becomes final. The Settlement becomes final after the Court holds a Final Approval Hearing (as discussed in this Notice), issues final approval of the Settlement, and the time to file any motions to alter or amend the settlement or appeal the order approving the settlement has passed, or, if any such motions are or appeals are filed, upon their final resolution.

The Settlement will be administered by a Claims Administrator appointed by the Court. The Court has been asked to appoint Verita Global to fill this position. Information on Verita is available at https://veritaglobal.com/.

14. How Much Money will I receive in the Settlement?

If you are an eligible Class Member (see Questions 6 and 7) and timely submit a claim with the required documentation, you will receive either a single payment of $5, a single payment of $7.50, or payment of $10 per prescription of Breckenridge duloxetine that you were unable to use due to a Product Recall. If you purchased Breckenridge duloxetine that is subject to a Product Recall *after* [DATE OF PRELIMINARY APPROVAL], you may receive your out-of-pocket costs paid for returned Breckenridge duloxetine that you were unable to use due to the Product Recall.

15. Are there any individual filing fees, case fees, administration charges, or liens that could reduce my specific individual Settlement payment?

- There is no filing fee or charge to submit a claim for a Settlement payment.

- Any and all liens relating to a Class Member's Settlement payment, including, for example, from health insurance providers, are the sole responsibility of the Class Member.

16. What am I surrendering by staying in the Settlement Class?

Unless you exclude yourself (opt out) from the Settlement (see Question 23), you cannot sue Breckenridge or any of the other parties that is a Released Party as defined in the Settlement Agreement, which includes related individuals and entities to Breckenridge—including but not limited to its parent company, affiliated companies, contract manufacturing organizations, suppliers, distributors, repackagers and private label distributors—or be part of any other lawsuit against these persons and companies, about the issues and factual matters alleged in this case. This means you give up your right to continue to litigate any claims related to this Settlement, or file new claims, in any court or in any proceeding at any time. If you stay in the Class and presently have an economic injury from the purchase of Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL], or have a claim for economic loss based on the alleged conduct in this Class Action for a future purchase of Breckenridge duloxetine subject to a Product Recall, you cannot in the future sue any of these released persons and companies for compensation or damages, even if the law of your jurisdiction permits such claims.

The Settlement does not release or end any claims a Settlement Class Member may have now or in the future against Breckenridge or any of the Released Parties for personal injury or wrongful death claims relating to the consumption of Breckenridge duloxetine. To the extent you believe you have such claims, nothing about this Class Action or Settlement prevents you from filing an individual lawsuit seeking damages for those injuries in an appropriate court, subject to any valid statute of limitations defense or other defenses Breckenridge may have.

Section IV and the Definitions at Section I.B.22-23 of the Settlement Agreement contain the complete text and details of what Settlement Class Members give up unless they exclude themselves (opt out) from the Settlement, including who and what are included as Released Parties, so please read it carefully. The Settlement Agreement is available at [website]. The Settlement Agreement is also on file with the Clerk of the Court for the U.S. District Court for the District of New Jersey (see Question 33 for the address). You can also get this information by calling 1-8XX-000-0000. If you have any questions you can talk to the law firms listed in the chart at the end of this Notice for free or you can talk to your own lawyer if you have questions about what this means.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

17. What must be done to get a monetary Settlement payment under the Settlement Refund Program?

To be eligible to receive a Settlement payment under the **Settlement Refund Program**, you must complete and submit a valid and timely Claim Submission to commence a claim. If you do not submit a valid Claim Submission Form by the deadline of _____, you will not receive payment. All required documents must be submitted by this deadline. The required documents are discussed in Question 7.

18. How can I submit a claim to get a monetary payment under the Settlement Refund Program?

You can complete and submit your Claim Submission Form online at the Settlement Website, [website]. The Claim Submission Forms along with related forms can be downloaded from the Settlement Website and submitted via mail, as well. You can request the Claim Submission Forms be sent to you by sending a written request to the Claim Administrator by mail or by calling the Claim Administrator to request these forms. A registered personal lawyer authorized by you to represent you may complete and file the claim. There are, however, required forms that must be signed by hand or electronically on the Settlement Website claims portal.

Please read the claim instructions carefully, and fully fill out the Claim Submission Form. If you are submitting your Claim Submission Form online at the Settlement Website's claim portal, [website], you must complete and submit the electronic claims by 11:59 P.M. (Eastern Standard Time), _____ 2025. If you are submitting the Claim Submission Form in paper format, please mail it postmarked no later than _____, 2025 to: [address].

Along with their Claim Submission Form, all Class Members must provide documentation to prove that they purchased Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL]. If Class Members seek a payment of $7.50 for the purchase of Breckenridge duloxetine subject to a recall, they must also submit documentation indicating that the Breckenridge duloxetine they purchased was subject to a Product Recall before [DATE OF PRELIMINARY APPROVAL]. If Class Members seek a payment of $10 per prescription of Breckenridge duloxetine that they purchased and were unable to use due to a Product Recall before [DATE OF PRELIMINARY APPROVAL], they must submit all of the documents required to support a claim for $7.50, and they must submit proof that they were unable to use Breckenridge duloxetine due to a Product Recall. For the types of documentation that may be submitted, please see Question 7 of this Notice and the Settlement Agreement.

19. Is there a time limit to file claims for Settlement payments or to complete Claim Submissions to receive payment under the Settlement Refund Program?

Yes. The Court has set a deadline date to file a claim of _____, 2025. If you do not submit a valid Claim Submission (which includes a completed Claim Submission Form and necessary supporting documents) by both this date and one of the times listed below, you will not receive a payment:

(1) If submitted by mail, express mail or hand delivery, the Claims Submission must actually be received by the administrator in its offices by no later than 5:00 P.M., prevailing Eastern time in effect; or

(2) If submitted electronically through the Settlement Website or other electronic portal established by the Claim Administrator, the Claims Submission must actually be received by the Claim Administrator's system by no later than 11:59 P.M., prevailing Eastern time in effect.

20. When would I get my payment under the Settlement Refund Program if eligible?

The Claim Administrator will evaluate Claim Submissions as they are received. However, Breckenridge will not begin making payments until after the Court grants "final approval" of the Settlement. If the Court approves the Settlement after a hearing on _____, there may be appeals or motions, which will delay Settlement payments until such appeals or motions are resolved. It is always uncertain whether these appeals or motions can be resolved, and resolving them can take time. Everyone who submits a Claim Submission will be kept informed of the progress of the Settlement through the Settlement Website or other means as appropriate. Please be patient.

21. Can I challenge or dispute the determination of the amount of my Settlement payment under the Settlement Refund Program?

Breckenridge will make Settlement payments based on the documentation submitted in a Claim Submission. Eligible Class Members who submit valid Claim Submissions (including a completed Claim Submission Form and necessary supporting documents) will receive at least $5. If the documentation indicates that the Class Member purchased Breckenridge duloxetine that was subject to a Product Recall before [DATE OF PRELIMINARY APPROVAL], Breckenridge will pay that Class Member $7.50. If the documentation indicates the Class Member was unable to use a prescription of Breckenridge duloxetine that he or she purchased due to a Product Recall before [DATE OF PRELIMINARY APPROVAL], Breckenridge will pay that Class Member $10 per such prescription. The Claims Administrator may contact the Class Member if the documentation submitted is insufficient to support the amount claimed so that the Class Member can supplement his or her documentation, but Breckenridge's determination of the amount of each Settlement payment based on timely submitted documentation and any requested supplemental documentation is final.

22. How do I get a payment under the Future Refund Program?

Under the **Future Refund Program**, if you have purchased, or purchase in the future, Breckenridge duloxetine that is subject to a Product Recall initiated *after* [DATE OF PRELIMINARY APPROVAL], you may receive a refund of the amount you paid out of pocket for unused Breckenridge duloxetine that you return to Breckenridge. Breckenridge may establish additional requirements for the **Future Refund Program**. The **Future Refund Program** will begin on the later of (a) the date that the Settlement becomes Final, or (b) the date of the first Product Recall begun after [DATE OF PRELIMINARY APPROVAL]. Upon opening of the **Future Refund Program**, Breckenridge will publish the instructions and requirements for submitting a claim for a refund. The **Future Refund Program** will remain in effect until at least January 1, 2028. Recovery of any amount under the **Settlement Refund Program** will not prevent you from recovering from the **Future Refund Program** if you are eligible to do so.

23. How do I get out, or exclude myself (opt out) of the Settlement?

If you don't want a payment from the Settlement, and you want to keep the right to sue or continue to sue Breckenridge on your own about the legal and factual issues and claims in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

On or before ____, 2025, you must mail a letter or other written document to the Claim Administrator requesting exclusion from the Settlement Class. Your request must include:

- Your name, address, telephone number, Social Security or Tax Identifier Number and date of birth;
- A copy of your driver's license, other government issued identification and if applicable to an incompetent person, documentation establishing authority to act such estate letters or power of attorney;
- A statement that "I wish to exclude myself from the Settlement Class in *Boyer v. Breckenridge Pharmaceutical, Inc.*, No. 2:24-CV-06514-JKS-JBC." (or substantially similar clear and unambiguous language); and
- Your signature by hand, and the date on which you signed it (even if represented by an attorney at law).

You must mail your exclusion (opt out) request, postmarked on or before _____, addressed to:

[Verita address]

Your request to exclude yourself (opt out) is not effective unless and until the Court grants Final Approval and the order approving the Settlement, and the time to file any motions to alter or amend the settlement or appeal the order approving the settlement has passed, or, if any such motions are or appeals are filed, upon their final resolution.

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Breckenridge in the future.

24. If I do not exclude myself (opt out), can I sue Breckenridge and the other released parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Breckenridge or any other Released Parties as defined in the Settlement Agreement for the claims that this Settlement resolves. If you have a pending lawsuit against Breckenridge or a Released Party, speak to your lawyer in that lawsuit immediately.

You must exclude yourself from this Settlement Class to pursue or continue your own lawsuit against Breckenridge or any other Released Party concerning economic injury arising from the purchase of Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL]. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Class Action relating to the Settlement. Remember, the exclusion (opt-out) deadline is **_____, 2025**.

25. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not complete online or send in a Claim Submission Form asking for payment. You may, however, sue, continue to sue, or be part of a different lawsuit against Breckenridge or the other Released Parties in the Settlement.

THE LAWYERS REPRESENTING YOU

26. Do I have a lawyer in this case?

Yes. "Class Counsel" are listed below and represent all of the common interests of the Class Members. They are the lawyers who filed and prosecuted the lawsuit and negotiated the Settlement. You will not be charged any fee for the services provided by these lawyers. See Question 27 below.

THE BLOCK FIRM LLC
Aaron K. Block
Max Marks
309 East Paces Ferry Road, Suite 400
Atlanta, GA 30305
404-997-8419
aaron@blockfirmllc.com
max.marks@blockfirmllc.com

To be clear, however, Class Counsel listed above **are not** responsible for and will not represent you in your individual claim for Settlement payment.

You are not obligated to hire your own lawyer. However, if you want to be represented by your own lawyer, you may hire one at your own expense. See Question 27 below.

27. How will the lawyers be paid?

There are two groups of lawyers who may seek compensation.

The first is Class Counsel. Class counsel will ask the Court for an award of attorneys' fees and reasonable costs. Breckenridge has agreed to pay Class Counsel fees and costs as awarded by the Court. These fees and incurred costs will be paid separately by Breckenridge and not from any amounts payable to Settlement Class Members. Settlement Class Members will have an opportunity to comment on and/or object to this request at an appropriate time. Ultimately, the award of attorneys' fees and reasonable costs to be paid by Breckenridge is

subject to the approval of the Court. Breckenridge will also separately pay the costs of administering the Settlement.

The second group ("Second Group") of lawyers are those who may be retained by you to represent you individually in this class action or submit your claim to the Claim Administrator. YOU DO NOT NEED TO HIRE A LAWYER. However, if you decide to do so, that lawyer will likely seek compensation for his or her services.

The fees, if any, for the Second Group of lawyers are separate and district from the fees that will be paid to Class Counsel. The Second Group of lawyers are also referred to as Non-Class Counsel. Typically, these fees are paid on a percentage of the recovery basis. A fee paid to the Second Group of lawyers referenced above would be the sole responsibility of the Class Member who hired them. If you do not hire your own lawyer in this Second Group, you will not be responsible for the fees of any lawyer from this Second Group hired by any other Class member.

28. Is the Class Representative being paid any compensation for her services?

The Class Representative will seek a Class Representative incentive award of up to $1,500 for her services as the Class Representative in bringing the Class Action. The Class Representative incentive award is subject to Court approval. In addition, the Class Representative may make a claim for relief in the same manner as, and subject to the same requirements of, any Class Member under the Settlement.

OBJECTING TO THE SETTLEMENT

29. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *Boyer v. Breckenridge Pharmaceutical, Inc.*, No. 2:24-CV-06514-JKS-JBC. Be sure to include your name, address, telephone number, your signature, the reasons you object to the Settlement, whether you intend to appear at the Fairness Hearing, and the name and address of the lawyer, if any, representing you in this case and/or your objection. Mail the objection to the all of the addresses listed below. Objections must be postmarked no later than **_____, 2025**.

Office of the Clerk
U.S. District Court, District of New Jersey
Martin Luther King Building & U.S. Courthouse
50 Walnut St. Room 4015
Newark, NJ 07101

Aaron K. Block
The Block Firm LLC
309 East Paces Ferry Road, Suite 400
Atlanta, GA 30305

Melissa O'Donnell
Kyle A. Dolinsky
Troutman Pepper Locke LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103

If you object, Plaintiff and Defendant have the right to take your deposition to determine whether you have standing to object and otherwise to evaluate your objection.

30. What's the difference between objecting to the Settlement and excluding yourself (opting out) from the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. If the Settlement is approved, you will still be bound by the Settlement. Excluding yourself (opting out) is telling the Court that you don't want to be part of the Class. If you exclude yourself (opt out), you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

31. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at ____ A.M. on _____, ____ ___, 2025, at the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut St., Newark, NJ 07101, in Courtroom MLK 2A. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and the amount of any incentive award to the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

32. Do I need to come to the hearing?

No. Class Counsel will answer questions that Judge Semper may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

33. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Boyer v. Breckenridge Pharmaceutical, Inc.*, No. 2:24-CV-06514-JKS-JBC." Be sure to include your name, address,

telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **Month __, 2025,** and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses listed below. You cannot speak at the hearing if you excluded yourself.

Office of the Clerk
U.S. District Court, District of New Jersey
Martin Luther King Building & U.S. Courthouse
50 Walnut St. Room 4015
Newark, NJ 07101

Aaron K. Block
The Block Firm LLC
309 East Paces Ferry Road, Suite 400
Atlanta, GA 30305

Melissa O'Donnell
Kyle A. Dolinsky
Troutman Pepper Locke LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103

IF YOU DO NOTHING

If you do nothing and do not submit a claim, you will be deemed a Settlement Class member, but you will get no money from this Settlement. If you are a Settlement Class Member and do not exclude yourself, then you will not ever be able to start a lawsuit against Breckenridge or any of the Released Parties for economic injuries from purchasing Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL], or for economic injuries from purchasing Breckenridge duloxetine subject to a Product Recall initiated after [DATE OF PRELIMINARY APPROVAL] due to the conduct alleged in the Class Action.

GETTING MORE INFORMATION

34. Are there more details about this Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Aaron K. Block, The Block Law Firm LLC, 309 East Paces Ferry Road, Suite 400, Atlanta, GA 30305, or by visiting [website].

35. How do I get more information?

You can call [phone number] toll free; write to [Claim Administrator Address]; or visit the website at [website] where you will find answers to common questions about the settlement, a Claim Submission Form, plus other information to help you determine whether you are a Class member and whether you are eligible for a payment.

IMPORTANT DATES AND CONTACT INFORMATION	
EXCLUSION (OPT OUT) DEADLINE	(To Be Added)
OBJECTION DEADLINE	(To Be Added)
START OF THE CLAIMS PERIOD	(To Be Added)
DEADLINE TO SUBMIT A CLAIM	(To Be Added)
CLAIM ADMINISTRATOR	[ADD NAME AND ADDRESS]
CLASS COUNSEL	**THE BLOCK FIRM LLC** Aaron K. Block Max Marks 309 East Paces Ferry Road, Suite 400 Atlanta, GA 30305 404-997-8419 aaron@blockfirmllc.com max.marks@blockfirmllc.com

QUESTIONS? CALL [PHONE] TOLL FREE, OR VISIT [WEBSITE]

EXHIBIT G

SHORT FORM NOTICE

If you purchased duloxetine manufactured for Breckenridge Pharmaceutical, Inc., between August 4, 2020, and [DATE OF PRELIMINARY APPROVAL], you could receive a payment from a proposed Class Action Settlement.

A federal court authorized this notice.

What's This All About?

There is a proposed class action settlement (the "Settlement") in a case called *Boyer v. Breckenridge Pharmaceutical, Inc.*, No. 2:24-cv-06514-JKS-JBC (D.N.J.) (the "Class Action") regarding duloxetine, a generic prescription drug manufactured for Breckenridge Pharmaceutical, Inc. ("Breckenridge" and "Breckenridge duloxetine") approved by the FDA for treatment of major depressive disorder in adults, generalized anxiety disorder in adults and pediatric patients of 7 years of age and older, diabetic peripheral neuropathic pain in adults, fibromyalgia in adults an pediatric patients 13 years of age and older, and chronic musculoskeletal pain in adults. The plaintiff in the Class Action alleges that Breckenridge failed to disclose to consumers that Breckenridge duloxetine contained excessive amounts of n-nitroso-duloxetine ("NDLX"), a substance that allegedly can cause cancer under certain circumstances. The plaintiff in the Class Action alleges that Breckenridge duloxetine was therefore economically worthless or worth less than the price she paid, and that Class Members suffered economic injury as a result. Breckenridge denies these allegations.

Am I Affected?

You are a "Class Member" to the Settlement (*i.e.*, part of the "Class") if you are a natural person (*i.e.*, a human being rather than an entity) in the United States and purchased Breckenridge duloxetine between August 4, 2020, and [DATE OF PRELIMINARY APPROVAL].

What Does the Settlement Provide?

The proposed Settlement, if approved, would provide (1) a single payment of $5 for any Class Member who purchased Breckenridge duloxetine between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL]; or (2) a single payment of $7.50 for any Class Member who purchased Breckenridge duloxetine that was subject to a Product Recall (as that term is defined in the Settlement Agreement and Long-Form Notice) between August 4, 2020 and [DATE OF PRELIMINARY APPROVAL]; or (3) payment of $10 per prescription of Breckenridge duloxetine that the Class Member purchased during the Class Period and which he or she was unable to use in whole or in part due to a Product Recall initiated *before* [DATE OF PRELIMINARY APPROVAL]. Class Members will need to provide certain documentation to receive payment, as detailed in the Long-Form Notice and Settlement Agreement available at the Settlement website, [WEBSITE].

In addition, Breckenridge has agreed to establish a program to refund certain purchases of Breckenridge duloxetine that are subject to a recall occurring after [DATE OF PRELIMINARY APPROVAL], until at least January 1, 2028.

Breckenridge has also agreed to pay for all costs related to the administration of the Settlement and will pay Class Counsel's reasonable fees and costs, and a Class Representative incentive award for the plaintiff who commenced this Class Action, as ordered by the Court.

How Do I Get a Payment

You must file and complete a Claim Submission by _____, 2025 to receive a payment. You can go to the Settlement website, [WEBSITE], to file a claim and submit the required supporting documents online. The website also provides instructions for how to file a claim in hard copy and submit the required supporting documents through the mail.

What Are My Other Options?

1. **Exclude Yourself by _____, 2025** – If you are a Class member but do not want to be included in the Settlement, you must exclude yourself by ___. You will get no payment, but you will keep your right to sue Breckenridge and the other released parties about economic loss claims related to this Settlement. The long-form notice available on the Settlement website explains how to exclude yourself.
2. **Object by ____, 2025 –** If you remain in the Settlement but do not like it, you can write to the Court by mailing a written objection letter no later than ___. The long-form notice available on the settlement website explains how to object.
3. **Go to a Hearing on _____, 2025 –** If you remain in the Settlement but want to speak in Court about the fairness of the Settlement, you can appear at a hearing on _____, 2025, and ask the Court for permission to speak at that hearing. You can appear on your own behalf or though an attorney, but you do not have to.
4. **Do Nothing** – If you do nothing, you will remain in the Settlement but will not receive a payment and will give up your right to sue Breckenridge or the other released parties for any economic loss related to Breckenridge duloxetine purchased between August 4, 2020, and [DATE OF PRELIMINARY APPROVAL].

For more information call the Settlement's toll-free number, [PHONE] or visit the website at [WEBSITE].