

**CLASS SETTLEMENT AGREEMENT**

**Dated February 2, 2024, by and between**

**Acella Pharmaceuticals, LLC**

**and**

**Representative Plaintiffs, Sue Faulkner and Nicola Tibbetts,**

**Individually and on behalf of the Putative Class**

## CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (“Agreement”) is made and entered into as of February 2, 2024, by and among the following parties (the “Parties”):

1. The Representative Plaintiffs, Sue Faulkner and Nicola Tibbetts, through Class Counsel (defined below), on behalf of themselves and each member of the proposed settlement class (“Settlement Class Members”) in *Sue Faulkner, et al. v. Acella Pharmaceuticals, LLC*, pending in the United States District Court for the Northern District of Georgia, No. 2:22-CV-092-RWS (the “Class Action”); and

2. Defendant, Acella Pharmaceuticals, LLC (“Acella”).

WHEREAS, the Class Action was filed against Acella;

WHEREAS, the claims asserted in the Class Action, including all charges of liability arising out of the allegations in the Class Action, are denied by Acella;

WHEREAS, Acella 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, Acella has concluded that further proceedings in the Class Action would be protracted and expensive, and it desires to resolve the Class Action to avoid the costs of litigation;

WHEREAS, the Representative Plaintiffs have asserted legal Claims in the Class Action and believe those claims to have merit; nonetheless, Representative Plaintiffs and Class Counsel recognize that they may ultimately not prevail on some or all of their claims and that further proceedings in the Class Action will be protracted and expensive, 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 Plaintiffs (for themselves and all Settlement Class Members as defined herein) through Class Counsel, and by Acella, 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. Claimant/Class Definition**

Claimants include all Settlement Class Members, which are defined as follows:

All natural persons in the United States for whom a prescription for NP Thyroid® was dispensed between May 12, 2018, and April 30, 2021, whether or not Acella recalled the NP Thyroid.<sup>1</sup>

**B. Other Defined Terms**

1. Claims Period – the time between the granting of the Motion for Preliminary Approval and the Effective Date.
2. Class Claims – all claims pleaded on behalf of the putative class in the Class Action.
3. Class Counsel – the attorneys representing Plaintiffs in the Class Action, Aaron Block and Max Marks of The Block Firm LLC, collectively referred to as “Class Counsel.”
4. Class Counsel Fees – the award of attorneys’ fees and costs as further described in Section IV herein and subject to the approval of the Court.

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

5. Class Period – May 12, 2018, to April 30, 2021, referring to the time during which any Settlement Class Member had a prescription for NP Thyroid dispensed.

6. Court – the United States District Court for the Northern District of Georgia and the Honorable Richard W. Story.

7. 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.

8. Final Order and Judgment – a non-appealable Order of the Court fully and finally approving the Settlement and dismissing the Class Action with prejudice.

9. Notice – the Notice of Class Action Certification and Proposed Class Action Settlement provided to the Settlement Class Members pursuant to Paragraph VI.A of this Agreement.

10. NP Thyroid® – NP Thyroid® (Thyroid Tablets, USP) (“NP Thyroid”), manufactured by or on behalf of Acella and marketed by Acella and/or any related entity, and all

its ingredients, in all available dosage strengths and package sizes, as identified by all applicable NDC codes, 42192-327-01, 42192-328-01, 42192-329-01, 42192-330-01, and 42192-331-01.

11. Objection Deadline – the date by which Settlement Class Members must submit a written statement of any objections to the Settlement to the Court.

12. Opt-Out Deadline – the date by which Settlement Class Members must submit a written statement to the Claims Administrator to be excluded from the Settlement Class.

13. Parties – Acella, Representative Plaintiffs, and Settlement Class Members.

14. Preliminary Approval Order – the Order of the Court preliminarily approving the Settlement Class, Proposed Class Action Settlement, the Notice of Class Certification and Proposed Class Action Settlement, and Plan of Distribution as described in Paragraph V and substantially in the form attached hereto as Exhibit 1.

15. Published Notice – the Notice of Class Certification and Proposed Class Action Settlement, substantially in the forms attached hereto as Exhibits 2 (short-form notice) and 3 (long-form notice), to be posted on a settlement website and Class Counsel, The Block Firm LLC’s website, where a document depository for the Class Action is maintained, upon approval of the Court.

16. Released Claims – any and all claims, demands, requests for payments, requests for benefits, requests for costs or expenses, requests for attorneys’ fees, requests for restitution, requests for punitive damages, requests for declaratory relief, requests for equitable relief, requests for sanctions, or requests of any kind or nature whatsoever, including but not limited to the Class Claims, that have been or could have been asserted by or on behalf of any Representative Plaintiff or Settlement Class Member against any or all of the Released Parties, which arise out of or are related to any of the facts, acts, claims, allegations, events, transactions, occurrences, courses of

conduct, representations, omissions, circumstances, or other matters alleged or referred to or which could have been or may ever be alleged or referred to in, or occurred in litigating, the Class Action, whether known or unknown, and whether such claim was or could have been asserted by any Representative Plaintiff or Settlement Class Member on his or her own behalf or on behalf of other persons are herein referred to as the “Released Claims.” As described in Section III herein, Released Claims expressly exclude any related personal injury and/or wrongful death claims brought by Representative Plaintiffs or Settlement Class Members.

17. Released Parties – Acella, Alora Pharmaceuticals, LLC, Sovereign Pharmaceuticals, LLC and their past, present, and future parents, subsidiaries, domestic and foreign corporations, divisions, affiliates, partners, joint venturers, dealers, distributors, manufacturers (including, but not limited to Allay Pharmaceuticals, LLC), 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.

18. Representative Plaintiffs – Sue Faulkner and Nicola Tibbetts, on or behalf of themselves and each Settlement Class Member.

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

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

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

## II. REFUND PROGRAM

### A. Supplemental Refund Program

After the Final Order and Judgment has become Final, Acella shall implement a supplemental offer of refund for its NP Thyroid product for the lots of NP Thyroid dispensed between May 12, 2018, and April 30, 2021, whether or not Acella recalled the NP Thyroid product. The supplemental offer shall be subject to the following parameters:

- i. **Eligibility:** Any individual for whom a prescription for NP Thyroid was dispensed between May 12, 2018, and April 30, 2021, and who can demonstrate proof of said dispensing and, if they are claiming a refund for out-of-pocket expenditures, proof of purchase, shall be eligible for a refund – so long as the individual has not previously received a refund from Acella for any purchase associated with the May 2020, September 2020 or April 2021 recalls, and, additionally, does not request a refund for any purchase within the class period through a different program.
- ii. **Proof of Dispensing or Purchase:** Proof of dispensing or purchase may be shown through either the provision of an original receipt received upon dispensing of the NP Thyroid product between May 12, 2018, and April 30, 2021; or, if such receipt is no longer in the possession of the customer, the customer may show proof of dispensing or purchase through the provision of a copy of the receipt, or similar records reflecting the prescription, obtained from the pharmacy where the customer originally had a

prescription for NP Thyroid product dispensed for which refund is sought. Additionally, Acella will accept, as proof of dispensing or purchase, documentation provided by the customer's insurance provider or pharmacy benefits manager so long as the documentation allows Acella to determine that the product was purchased or dispensed between May 12, 2018, and April 30, 2021. Acella commits to evaluating individual refund requests in a pro-consumer way to ensure maximum relief.

- iii. **Reimbursement:** Eligible Settlement Class Members shall receive a refund of their out-of-pocket expenditures up to a 90-day NP Thyroid supply, but no less than Ten Dollars (\$10.00) and no more than Fifty Dollars (\$50.00), if the eligible Settlement Class Members postmark, electronically send, or otherwise send their refund request before December 1, 2024. For the avoidance of doubt, eligible Settlement Class Members with no out-of-pocket expenditures or out-of-pocket expenditures less than Ten Dollars (\$10.00) may recover Ten Dollars (\$10.00), and no eligible Settlement Class Member may recover more than Fifty Dollars (\$50.00).
- iv. **Length of Supplemental Offer:** The supplemental offer will be held open from June 1, 2024 to and including November 30, 2024.
- v. **Publication:** Within 15 days after entry of the Preliminary Approval Order, KCC Class Action Services, LLC ("KCC") will implement a 60 day Notice Plan to publicize the supplemental offer—which will direct consumers to a settlement website that includes settlement documents and information



about the process to receive reimbursement, proof of dispensing or purchase requirements, and timeframe of the offer.

- vi. **Administration:** Acella will be responsible for engaging a third-party for all costs associated with conducting and managing the supplemental offer.

### **B. Appointment of Claims Administrator**

The Parties agree for KCC Class Action Services, LLC (“KCC”) to serve as Claims Administrator of the Settlement. The Representative Plaintiffs shall include a request for the Court to appoint KCC as the Claims Administrator in their Motion for Certification of the Settlement Class and for Preliminary Approval of Class Action Settlement (as described in Section V herein). The Parties acknowledge that the appointment of the Claims Administrator is subject to approval of the Court, and the Claims Administrator shall serve at the Court’s pleasure. If the Court grants the Representative Plaintiffs’ Motion for Certification of the Settlement Class and for Preliminary Approval of Class Action Settlement but declines to appoint KCC as Claims Administrator, the Parties shall attempt in good faith to agree on a replacement. Acella shall pay all fees and costs of the Claims Administrator.

### **III. RELEASED CLAIMS**

This Agreement fully resolves and releases the Released Parties from all Released Claims, including but not limited to those that were asserted or could have been asserted in the Class Action, including claims for Fraud (Count 1), Statutory Strict Liability Under O.C.G.A. § 51-1-11 (Count 2), Negligence (Count 3), Breach of Express Warranty Under O.C.G.A. § 11-2-313 (Count 4), Breach of Implied Warranties (Count 5), Attorneys’ Fees Under O.C.G.A. § 13-6-11 (Count 6), Punitive Damages (Count 7), and Federal RICO (18 U.S.C. § 1964(c)) (Count 2 of the original Complaint in the Class Action).

Notwithstanding the above language, 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 against Acella or any other entity, in the event that a Settlement Class Member allegedly suffered personal injury or wrongful death as a result of consuming NP Thyroid. Class Counsel and the Representative Plaintiffs acknowledge that they have never sought compensation for personal injury and/or wrongful death on behalf of the Class in the Class Action, and the Parties acknowledge that the Representative Plaintiffs' personal injury claims are not part of this Settlement or release.

**IV. CLASS COUNSEL FEES AND CLASS REPRESENTATIVE INCENTIVE AWARD**

Acella will not oppose or otherwise object to an application by Class Counsel for a reasonable and appropriate award of fees and costs in recognition of Class Counsel's successful pursuit of this Class Action and has agreed to pay up to a total of Five Million Dollars (\$5,000,000) contingent upon the Final Order and Judgment becoming Final, representing those reasonable fees and costs and to be paid by Acella in the following manner: Acella will pay Class Counsel (a) Four Million Dollars (\$4,000,000) as an initial payment 30 Days after the Final Order and Judgment has become Final; (b) an administrative fee of Fifty Thousand Dollars (\$50,000) at the end of each month for the period commencing one month prior to the start of the 6-month Supplemental Refund Program and ending one month after its conclusion; and (c) Six Hundred Thousand Dollars (\$600,000.00) one month after the Supplemental Refund Program completion.

**V. 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 Plaintiffs shall file an unopposed Motion for Certification of the Settlement Class and for Preliminary Approval of Class Action Settlement that has been

approved by Acella, 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 1 (“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 an Order approving the Settlement (“Final Order and Judgment”) substantially in the form described in Paragraph VII 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.

## **VI. NOTICE, BAR ORDER, OBJECTION DEADLINE**

### **A. Notice of Class Certification and Class Action Settlement**

No later than fifteen (15) days after the Court has (1) entered the Preliminary Approval Order, and (2) approved the form and method of Class Notice, KCC shall implement the notice plan. Notice shall also be published on Acella’s website and Class Counsel, the Block Firm LLC’s, website, and disseminated in any additional form as the Court shall direct; provided that the forms of Notice are substantially identical to the proposed Class Notice attached hereto as Exhibits 2 (short-form notice) and 3 (long-form notice).

**B. Bar Order**

Pursuant to the Class Certification Order, all Settlement Class Members will be bound by the terms of this Settlement and the Court's Final Order and Judgment approving this Settlement and any Order affirming the Court's Final Order and Judgment, if any appeal is made.

**C. Objection and Opt-Out Deadline**

Settlement Class Members and any other person or entity who objects to this Settlement, and Settlement Class Members who wish to opt-out, have a right to formally object or opt-out, as the case may be, no 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 seventy-five (75) days after the Court has entered the Preliminary Approval Order and approved the form and method of Class 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 seventy-five (75) days after the Court has entered the Preliminary Approval Order and approved the form and method of Class Notice.

**VII. FAIRNESS HEARING**

Representative Plaintiffs shall ask the Court to set the Settlement Hearing for a date that is no earlier than ninety (90) days after preliminary approval (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.

#### **VIII. DISMISSAL OF CLAIMS AND RELEASE**

Upon entry of the Final Order and Judgment, all Class Claims 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 the refund described in Section II herein.

#### **IX. COVENANT NOT TO SUE AND NON-SOLICITATION**

Representative Plaintiffs and Settlement Class Members 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, 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 any Representative Plaintiff, Claimant, or Claimant's Representative to pursue personal injury and/or wrongful death claims against Acella or any other entity, in the event that a Claimant allegedly has suffered personal injury or wrongful death as a result of consuming NP Thyroid.

#### **X. 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 Class Notice attached as Exhibits 2 and 3 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 VII 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 Acella in any amount greater than those amounts provided in Section IV of this Agreement.

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

**XI. 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.

**XII. 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, except as necessary to enforce this Agreement. 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.

**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, 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.

**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 Plaintiffs, the Settlement Class Members, Class Counsel, Acella and counsel for Acella 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 Acella, 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**

Acella shall not be liable for delay or non-performance of its obligations under this Agreement arising from any act of God, governmental act, and act of terrorism, war, fire, flood, explosion, or civil riot. The performance of Acella'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 signature shall be considered valid signatures as of the date submitted, although the original signature pages shall thereafter be appended to this Agreement. Electronic signatures via Docusign or similar electronic means are an acceptable manner of signature.

**H. Divisions and Headings**

The division of this Agreement into paragraphs 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 Georgia, 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 Plaintiffs, 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 as described in Section II 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 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](mailto:aaron@blockfirmllc.com)  
[max.marks@blockfirmllc.com](mailto:max.marks@blockfirmllc.com)

2. For Acella, notice shall be supplied to:

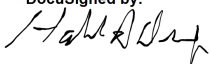
David F. Norden  
Troutman Pepper Hamilton Sanders LLP  
600 Peachtree Street NE,  
Suite 3000  
Atlanta, GA 30308  
Telephone: (404) 885-3000  
Fax: (404) 885-3900  
[david.norden@troutman.com](mailto:david.norden@troutman.com)

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

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

Executed on February 2, 2024.

So Agreed on Behalf of Acella Pharmaceuticals, LLC

DocuSigned by:  
  
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\_\_\_\_\_  
Harold A. Deas, Jr.  
Chief Executive Officer  
Acella Pharmaceuticals, LLC

Executed on February 2, 2024.

**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 as follows:

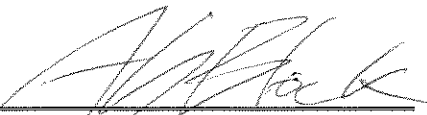
1. For the Certified Class, Notice shall be supplied to:

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](mailto:aaron@blockfirmllc.com)  
[max.marks@blockfirmllc.com](mailto:max.marks@blockfirmllc.com)

2. For Acella, notice shall be supplied to:

David F. Norden  
Troutman Pepper Hamilton Sanders LLP  
600 Peachtree Street NE,  
Suite 3000  
Atlanta, GA 30308  
Telephone: (404) 885-3000  
Fax: (404) 885-3900  
[david.norden@troutman.com](mailto:david.norden@troutman.com)

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

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

Executed on February 2, 2024.