

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

JOHN UTESCH, Individually and on Behalf of  
All Others Similarly Situated,

v.

LANNETT COMPANY, INC., ARTHUR P.  
BEDROSIAN, and MARTIN P. GALVAN,

Defendants.

Civil Action No. 2:16-cv-05932-WB

Judge Wendy Beetlestone

**PLAINTIFFS' AMENDED UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Lead Plaintiff University of Puerto Rico Retirement System (“Lead Plaintiff”) and plaintiff Ironworkers Locals 40, 361 & 417 Union Security Funds (collectively, “Plaintiffs”), respectfully request, in accordance with Rule 23(e) of the Federal Rules of Civil Procedure, preliminary approval of a Class Action Settlement. Defendants do not oppose this amended motion.

On November 16, 2016, an initial class action complaint was filed against Lannett Company, Inc. (“Lannett”) and the Individual Defendants, alleging claims arising under the Securities Exchange Act of 1934 (the “Action”).<sup>1</sup> EFC No. 1. Defendants disputed the allegations in the operative complaint (ECF No. 81) and continue to deny liability for any alleged violation of the securities laws.

The Action was brought as a class action and, on August 12, 2021, a class was certified by the Court. ECF No. 198.

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<sup>1</sup> Lannett was a defendant in this Action until it filed for bankruptcy in May 2023, the Bankruptcy Court accepted its bankruptcy plan in June 2023, and the Parties filed a Joint Stipulation and Order, signed by the Court on October 11, 2023, dismissing Lannett from this Action. ECF No. 222. Unless otherwise indicated, the term “Defendants” as used herein shall also therefore be construed to include Lannett but only when used to describe the history of this Action prior to October 11, 2023.

After years of litigation, adversarial discovery, and extensive arm's-length negotiations, the Parties agreed to a mediator's proposal to settle the Action during December, 2024. The final terms of the settlement are set forth in the Amended Stipulation of Settlement executed on December 4, 2025 (the "Stipulation"), a copy of which is attached as Exhibit A to the accompanying Declaration of Lawrence D. Levit in Support of Plaintiffs' Amended Unopposed Motion For Preliminary Approval of Class Action Settlement, for Issuance of Notice to the Settlement Class, and for Scheduling of Settlement Hearing.<sup>2</sup>

Under the terms of the Stipulation, the Settlement Class is defined as:

[A]ll persons and entities who purchased or acquired the publicly traded common stock of Lannett during the period from July 15, 2014 and October 31, 2017, inclusive. For purposes of the releases set forth herein, "Settlement Class" and "Settlement Class Members" shall include any Person purporting to assert a claim on behalf of any Settlement Class Member, or any Person asserting a claim based on a purchase or acquisition made by any Settlement Class Member. Excluded from the Settlement Class are the Individual Defendants, each of the Individual Defendants' Immediate Family Members, Lannett, the officers and directors of the Company, at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors or assigns and any entity in which the Individual Defendants or Lannett have or had a controlling interest. Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom in accordance with the requirements set by the Court.

The Class Period is from July 15, 2014 and October 31, 2017, inclusive. ECF No. 198.

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<sup>2</sup> Unless otherwise defined herein, all capitalized terms shall have the meanings provided in the Stipulation.

The Settlement is fundamentally fair, adequate, and reasonable in light of the circumstances of this case and preliminary approval of the Settlement is in the best interests of the Settlement Class Members. In return for a release of the class representatives' and Settlement Class Members' claims, Defendants have agreed to pay a sum of \$5,750,000 into a Settlement Fund.

At the preliminary approval stage, the Court is only required to determine whether "there are no obvious deficiencies and the settlement falls within the range of reason." *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 438 (E.D. Pa. 2008) (citation omitted). The Settlement reached between the Parties more than satisfies this standard given the complex nature of the case, Lannett's bankruptcy, and the results obtained for Settlement Class Members. Preliminary approval will not foreclose interested persons from objecting to the Settlement and thereby presenting dissenting viewpoints to the Court.

In support of preliminary approval, Plaintiffs submit a memorandum in support of this Motion and the Declaration of Lawrence D. Levit.

Plaintiffs respectfully request:

- That the Court enter an order granting its preliminary approval of the Settlement;
- That the Court order any interested party to file any objections to the Settlement within the time limit set by the Court, with supporting documentation, order such objections, if any, to be served on counsel as set forth in the proposed Preliminary Approval Order and Class Notice, and permit the Parties the right to limited discovery from any objector as provided for in the proposed Preliminary Approval Order;
- That the Court schedule a Settlement Hearing for the purpose of receiving evidence, argument, and any objections relating to the Settlement and Stipulation. However, given the processing and delivering of Settlement notices to Class members, the deadline to object to the Settlement, and the submission of papers in support of the Settlement, Plaintiffs request that a

Settlement Hearing be scheduled no earlier than 100 days after entry of the Court's order preliminarily approving the Settlement; and

- That following the Settlement Hearing, the Court enters an Order granting final approval of the Settlement.

A [Proposed] Order Granting Plaintiffs' Amended Unopposed Motion for Preliminary Approval of Class Action Settlement, for Issuance of Notice to the Settlement Class, and for Scheduling of Settlement Hearing is attached to the Stipulation as Exhibit A and also separately, for the Court's convenience, accompanies this filing.

**LOCAL RULE 7.1(B) CERTIFICATION**

Lawrence Levit, counsel for Plaintiffs, hereby certifies, pursuant to Rule 7.1(b) of the Local Rules of Civil Procedure, that Plaintiffs' counsel conferred with counsel for Defendants Arthur P. Bedrosian and Martin P. Galvan (collectively, "Defendants") and that Defendants do not oppose this motion.

Dated: December 5, 2025

Respectfully submitted,

s/ Lawrence D. Levit

Lawrence D. Levit

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**CERTIFICATE OF SERVICE**

I hereby certify that on December 5, 2025, I had the foregoing electronically filed with the Clerk of the Court using the CM/ECF system, which will send a Notice of Electronic Filing to all counsel of record.

/s/ Lawrence D. Levit

Lawrence D. Levit

**IN THE UNITED STATES DISTRICT COURT  
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Defendants.

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' AMENDED UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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Pursuant to Rule 23 of the Federal Rules of Civil Procedure (“Fed.R.Civ.P.”), Lead Plaintiff University of Puerto Rico Retirement System (“UPRRS”), along with Ironworkers Locals 40, 361 & 417 Union Security Funds (“Ironworkers”), on behalf of themselves and on behalf of the Settlement Class, respectfully submit this memorandum in support of Plaintiffs’ Amended Unopposed Motion For Preliminary Approval of Class Action Settlement.<sup>1</sup>

## INTRODUCTION

UPPRS and Ironworkers, and defendants Arthur P. Bedrosian and Martin P. Galvan (the “Defendants,” and at times herein, the “Individual Defendants”),<sup>2</sup> have agreed to settle this securities class action for \$5,750,000 in cash (the “Settlement”). By this motion, UPPRS and Ironworkers, on behalf of the Settlement Class (together, “Plaintiffs,” and, together with Defendants, the “Parties”), believe that the proposed Settlement, which was agreed on after a mediation session and a subsequent mediator’s proposal, represents a favorable result for the Settlement Class because it provides a significant recovery, particularly when compared to the risks that continued litigation might result in a smaller recovery or no recovery at all. While Plaintiffs and Plaintiffs’ Counsel believe that the claims asserted against Defendants have merit, Plaintiffs would have faced substantial challenges in establishing liability, damages and

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms shall have the meanings provided in the Amended Stipulation of Settlement dated December 4, 2025 (the “Stipulation”). The Stipulation is attached as Exhibit A to the Declaration of Lawrence D. Levit in Support of Plaintiffs’ Amended Unopposed Motion for Preliminary Approval of Class Action Settlement, for Issuance of Notice to the Settlement Class, and for Scheduling of Settlement Hearing (“Levit Declaration”), which is being filed concurrently herewith.

<sup>2</sup> Lannett Company, Inc. (“Lannett” or the “Company”) was a defendant in this Action until it filed for bankruptcy in May 2023, the Bankruptcy Court accepted its bankruptcy plan in June 2023, and the Parties filed a Joint Stipulation and Order, signed by the Court on October 11, 2023, dismissing Lannett from this Action. ECF No. 222. Unless otherwise indicated, the term “Defendants” as used herein shall also therefore be construed to include Lannett but only when used to describe the history of this Action prior to October 11, 2023.

procuring payment after years of litigation. For example, Plaintiffs faced substantial hurdles in proving that Defendants acted with the requisite intent in connection with the dissemination of materially false or misleading statements or omissions. Defendants have consistently contended that the alleged intent did not exist, and if Plaintiffs were unable to prove otherwise, no recovery for the Settlement Class would be obtained. Moreover, even if Plaintiffs were successful in establishing Defendants' liability, the amount of damages and the collection of the full amount of any judgment was problematic given the limited recoverable assets available.

On a motion for preliminary approval, the Court need only determine whether notice can be given to the proposed class because it is likely that the settlement is fair, reasonable and adequate. Fed.R.Civ.P. 23(e)(1). If the Court grants preliminary approval, Plaintiffs will provide notice to the Settlement Class, soliciting the submission of claims, as well as objections to and requests for exclusion from the Settlement. With the Settlement Class Members' reactions in hand, the Court will determine whether to finally approve the Settlement at a hearing (the "Settlement Hearing").

Here, the proposed Settlement meets the standard for providing such notice to the Settlement Class. The Settlement provides a significant recovery for Settlement Class Members and was only achieved following arm's-length negotiations, which included a full-day mediation session before a highly respected mediator with Phillips ADR, who is experienced in securities litigation and complex class actions. It was the Parties' second attempt at mediation, as the first attempt, which occurred in January 2020, ended unsuccessfully. As set forth herein, based on years of litigation, including, *inter alia*, Plaintiffs' thorough investigation in connection with preparing initial and amended consolidated complaints, drafting and arguing oppositions to motions to dismiss, a motion for class certification and opposition to Defendants' appeal of the

Court's class certification decision, reviewing hundreds of thousands of pages of documents produced by Defendants and third parties, deposing the Defendants and other witnesses, consulting with an expert to evaluate potential damages and loss causation, drafting of multiple discovery motions and arguing those motions before a Special Master, drafting of summary judgment opposition papers and motions to exclude each Party's expert's opinions, drafting and exchanging formal mediation statements, participating in mediation sessions and further negotiations thereafter, which included a mediator's proposal, Plaintiffs and Plaintiffs' Counsel had a complete understanding of the strengths and weaknesses of the claims asserted in the Action, including the potential limitations on damages and recovery, prior to agreeing to accept the proposed Settlement. The arm's-length negotiations between highly capable counsel resulted in this very favorable achievement for the Settlement Class in light of Defendants' potential defenses, and the risks of prosecuting this litigation through trial, and then collecting the full amount of any judgment.

Plaintiffs estimate that the proposed Settlement returns approximately 4% of estimated classwide damages, an amount within the range of recoveries in similar cases, particularly when considering that Lannett had filed for bankruptcy and was no longer a defendant, and the availability of recoverable assets. *See, e.g.*, Edward Flores and Svetlana Starykh, NERA, *Recent Trends in Securities Class Action Litigation: 2024 Full-Year Review* (2025) at 26 (in cases settled from January 2015 to December 2024, with investor losses estimated between \$200-399 million, median settlement value was 2.9% of investor losses); Laarni Bulan and Eric Tam, Cornerstone Research, *Securities Class Action Settlement 2024 Review and Analysis* (2025) at 7 (from 2015-2023, in cases with damages estimated between \$150-249 million, median settlement was 6.4% of damages); *see also id.*, at 15 (settlement amounts were lower if the issuer was distressed).

Accordingly, the Settlement falls “within the range of possible approval” and warrants preliminary approval.

The Court already certified a class; therefore, the dissemination of notice to the Settlement Class can proceed. The proposed Notice satisfies the PSLRA’s disclosure requirements and is the best notice practicable under the circumstances. The Settlement Class Members will have an opportunity to opt out or object to the Settlement. Those in the Settlement Class will be treated equitably and will receive a *pro rata* share of the Net Settlement Fund as determined according to the terms of the Plan of Allocation by submitting a valid and timely Proof of Claim form. By the Settlement, Plaintiffs sought to obtain the highest recovery in light of the substantial risks and costs of continued litigation, including collecting any judgment, recognizing that the Settlement Class could receive less or nothing if the Action continued.

Accordingly, Plaintiffs respectfully request that the Court enter an order: (i) granting preliminary approval of the proposed Settlement; (ii) approving the Parties’ proposed form and method of giving Notice to the proposed Settlement Class, and appointing A.B. Data as claims administrator; and (iii) setting a date for a Settlement Hearing and deadlines for mailing of the Postcard Notice and publication of the Summary Notice, the emailing of the Long Notice and Proof of Claim and posting them on the Settlement Website, the filing of Settlement Class Member objections and requests for exclusion from the Settlement Class, the filing of Plaintiffs’ Motion for Final Approval of the Settlement, and the filing of Plaintiffs’ Counsel’s application for attorneys’ fees and expenses, and awards to UPPRS and Ironworkers.

As discussed further below, the proposed Settlement is fair, reasonable and adequate, and warrants preliminary approval.

## I. SUMMARY OF THE LITIGATION AND THE PROPOSED SETTLEMENT

### A. Background

This Action is a class action asserting claims arising under the Securities Exchange Act of 1934 (the “Exchange Act”) brought on behalf of all persons and entities who purchased or acquired the publicly traded common stock of Lannett during the period from July 15, 2014 and October 31, 2017, inclusive (the “Class Period”), and who were damaged thereby (the “Settlement Class”).

During the Class Period, Lannett was a pharmaceutical corporation that manufactured and sold generic drugs. Lannett’s financial condition and results were dependent on revenues from a few key products, and included drugs that had become the subject of regulatory scrutiny and legal actions alleging price-fixing and anticompetitive conduct. ECF No. 81, ¶¶74.

Plaintiffs allege that Defendants violated the securities laws by knowingly or recklessly misleading Plaintiffs and other investors through materially false and misleading statements and omissions regarding Lannett’s generic drug pricing and the risk that Lannett would be implicated in, or impacted by, a regulatory investigation or legal action concerning unlawful price-fixing and anticompetitive conduct.<sup>3</sup> Defendants’ misleading statements and omissions allegedly caused and maintained artificial inflation in the price of Lannett’s common stock throughout the Class Period until facts about the Company’s true condition were revealed to the market. As a result of Defendants’ wrongful conduct, Plaintiffs and the class purchased Lannett common stock

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<sup>3</sup> Defendant Bedrosian served as Lannett’s President from May 2002 through December 2014, and as the Company’s CEO from January 2006 until January 2, 2018. In these positions, Plaintiffs alleged that Bedrosian was involved in all aspects of the Company and played a substantial role in Lannett’s pricing of generic drugs. Defendant Galvan was the CFO and Vice President of Finance and Treasurer at Lannett from August 2011 until his retirement from the Company on August 30, 2019. ECF No. 81, ¶¶21-22.

at artificially inflated prices and were damaged thereby when the price of Lannett common stock declined after the truth was revealed. ECF No. 81, ¶172.

In the year prior to the start of the Class Period, generic drugs prices changed dramatically, such that there were no longer precipitous price drops when generic drugs were introduced to the market. Instead, prices started to increase. This market trend, which was contrary to basic market principles, sparked the curiosity of market analysts and the concern of market regulators. Although Lannett claimed that the pricing trend and the lack of pricing pressure was the result of competitive market forces, market analysts and regulators understood that there were no material increases in demand, production costs, or reported supply shortages justifying or otherwise explaining the dramatic and correlated price increases. ECF No. 81, ¶¶28, 166.

The concerns of regulators led to increased scrutiny, including of Lannett, starting with the disclosure of a subpoena and interrogatories served on Lannett by the Connecticut Attorney General at the beginning of the Class Period (i.e., July 15, 2014). That information was followed several months later with the disclosure of a letter sent to Lannett requesting documents and information as part of a congressional investigation of generic drug pricing, and then on December 14, 2016, the Connecticut Attorney General, on behalf of the attorneys general of 20 states, filed an action, *Connecticut v. Aurobindo Pharma USA, Inc. et al.*, No. 3:16-cv-2046 (D. Conn.) (the “State AG Complaint”), accusing six generic drug companies of price-fixing and anticompetitive conduct. ECF No. 81, ¶29.<sup>4</sup> That action alleged that increased generic drug

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<sup>4</sup> The Panel on Multidistrict Litigation transferred the case to the Eastern District of Pennsylvania on August 23, 2017. An amended complaint in that action was filed on June 18, 2018. *Connecticut v. Aurobindo Pharma USA, Inc. et al.*, Case No. 2:17-cv-03768-CMR (E.D. Pa.) (ECF No. 14).

prices, particularly since 2013, were the result of illegal collusion between generic drug companies, through senior leadership and marketing and sales executives. *Id.* Specifically, the defendant generic drug companies exploited their interactions at industry trade shows, customer conferences, and other similar events to develop relationships and sow the seeds for their illegal agreements. *Id.*, ¶30. The anticompetitive agreements were then further refined and coordinated at regular “industry dinners,” “girls nights out,” lunches, parties, and numerous and frequent telephone calls, emails and text messages. *Id.*

Although Lannett was not named as a defendant in the initial State AG Complaint, that complaint alleged that the states involved had uncovered a “wide-ranging series of conspiracies implicating numerous different drugs and competitors, which will be acted upon at the appropriate time.” *Id.*, ¶29. Plaintiffs alleged that these developments alerted Defendants (or should have) to the risk that competitive market forces were not driving price increases and that Lannett might be implicated in illegal non-competitive conduct, especially since Lannett frequently attended the same trade shows where companies who were named as defendants allegedly furthered their schemes. *See Id.*, ¶30.

Instead, throughout the Class Period, Defendants stated with confidence and certainty that Lannett would not be implicated in, or impacted by, a regulatory investigation or legal action concerning illegal anticompetitive behavior, and that Lannett’s price increases and financial results were the product of sustainable competitive market forces, which the Complaint alleges were materially false and misleading statements. As the truth began to be disclosed, Lannett’s stock price declined on several occasions during the Class Period. On October 31, 2017, the last day of the Class Period, it was announced that Lannett was named as a defendant in an expanded

version of the State AG Complaint. In response to this news, Lannett's stock price declined \$3.25 per share, a decline of approximately 14% from the prior trading day's closing price. *Id.*, ¶156.

### **B. Procedural History**

This case began on November 16, 2016 by the filing of an initial class action complaint against Lannett and the Individual Defendants, alleging claims arising under the Exchange Act. ECF No. 1. UPRRS was appointed Lead Plaintiff on March 20, 2017. ECF No. 53. After Lannett was named as a defendant in the State AG Complaint, which alleged an illegal price-fixing and market share allocations conspiracy by numerous generic drug companies, Plaintiffs sought to amend their complaint to include allegations brought to light in the State AG Complaint. Plaintiffs filed a second amended complaint on December 14, 2017. ECF No. 65. Defendants moved to dismiss that complaint, and the Court granted Defendants' motion without prejudice, allowing Plaintiffs to file a Third Amended Consolidated Securities Class Action Complaint (the "TAC" or "Complaint"; ECF No. 81). The TAC was filed on September 21, 2018, and Defendants moved to dismiss. ECF No. 84. The Court denied that motion on May 15, 2019. ECF No. 90. Following that denial, Defendants moved for reconsideration and to certify the order for interlocutory review. ECF Nos. 91, 94. On July 22, 2019, the Court denied both motions. ECF Nos. 103, 104; *see also* ECF No. 105.

On July 29, 2019, Defendants filed their Answer and Defenses to the TAC. ECF No. 106. On October 1, 2020, Plaintiffs filed their motion for class certification. ECF No. 121. On March 15, 2021, Defendants opposed that motion and on June 8, 2021, sought to exclude the opinions of Plaintiffs' expert, Chad Coffman.<sup>5</sup> ECF Nos. 177-78. On August 12, 2021, the Court granted

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<sup>5</sup> On June 4, 2021, Plaintiffs filed a motion to exclude the opinions of Defendants' expert Dr. Marietta-Westberg. ECF No. 175.

Plaintiffs' motion for class certification and certified the Class. ECF No. 197. On the same date, the Court denied the motions to exclude the testimony of Coffman and the testimony of Defendants' expert Dr. Marietta-Westberg. ECF No. 198.

Defendants then filed a motion to the United States Court of Appeals for the Third Circuit (the "Third Circuit") for leave to appeal, which was granted. ECF No. 204.<sup>6</sup> On January 19, 2022, Defendants filed their appeal of the Court's class certification decision, primarily contending, *inter alia*, that Plaintiffs could not show price impact. On April 18, 2023, the Third Circuit denied Defendants' appeal. *University of Puerto Rico Ret. Sys. v. Lannett Co., Inc.*, No. 21-3150, 2023 WL 2985120 (3d Cir. Apr. 18, 2023).

Subsequent to that decision, Lannett filed for bankruptcy and discovery was stayed pursuant to bankruptcy rules. As part of the bankruptcy proceeding, the Lannett entity that would continue after bankruptcy would have no liability for any of the claims asserted in this Action. After Lannett emerged from bankruptcy, the Parties reached agreement on dismissing Lannett from this Action, which the Court approved. ECF No. 222. Discovery then continued, including expert discovery, which closed on August 9, 2024. On September 18, 2024, Defendants filed their summary judgment motion and also a motion to exclude Chad Coffman's opinions. ECF Nos. 252-54. On November 27, 2024, Plaintiffs filed their oppositions to those motions. ECF Nos. 263-64.

### **C. Settlement Negotiations**

The Parties have conducted two separate mediation proceedings in an attempt to resolve this Action. For the initial mediation efforts, the Parties engaged Greg Lindstrom from Phillips

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<sup>6</sup> Defendants also sought a stay while their appeal was pending, which this Court denied but the Third Circuit granted. ECF Nos. 206, 211-12.

ADR. Those efforts included a full day mediation session in New York City on January 8, 2020, and multiple follow-up discussions over the course of several months, with all such efforts failing to resolve the matter.

In 2024, as expert discovery was being completed and Defendants were preparing their summary judgment motion, the Parties agreed to try mediation again in an attempt to resolve the Action. The Parties selected as mediator David Murphy of Phillips ADR, an experienced mediator in class actions and securities litigation. In advance of mediation, the Parties exchanged detailed mediation statements, which discussed liability and damages. The statements were also submitted to the mediator. In addition, the Parties exchanged reply mediation statements where they attempted to refute the points made by their adversary in the opening mediation statements.

On December 17, 2024, the Parties participated in an in-person mediation session before mediator Murphy. At the mediation, during which various proposals and counter-proposals were exchanged by the Parties through the mediator, a settlement was not reached. However, after the session ended, mediator Murphy indicated he would be making a mediator's recommendation, which each Party would need to accept to resolve the Action. The mediator's proposal was provided to the Parties that evening, giving them three days to approve or reject it. On December 20, 2024, the mediator informed the Parties that they had each separately accepted the mediator's proposal. Thereafter, the Parties began to negotiate the terms of the Settlement.

On January 13, 2025, Lead Counsel submitted a letter to the Court, with Defendants' Counsel's consent and approval, stating that the Parties had reached an agreement to resolve this Action and that it was Lead Plaintiff's intention to submit a motion to seek preliminary approval of the proposed settlement, which would propose a schedule of events in connection with the proposed settlement, including setting a date for a final approval hearing. ECF No. 274.

The Parties spent the following months drafting and negotiating the terms of the Settlement, which are memorialized in the Stipulation, in which the Parties fully and finally settle the Action and fully release all Released Claims against all Defendants and Released Defendants' Parties with prejudice in return for the specified consideration.<sup>7</sup>

## II. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

### A. Standards for Preliminary Approval

This circuit has a “strong judicial policy in favor of class action settlement.” *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010); *see also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004).<sup>8</sup> “Settlement agreements are to be encouraged because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts.” *Ehrheart*, 609 F.3d at 595. This policy is particularly true for class actions involving complex litigation and securities matters. 7 Conte & Newberg, *Newberg on Class Actions* §22.91 at 386-87 (4th ed. 2002) (“Securities suits readily lend themselves to compromise, because of the notable unpredictability of result and the potential for litigation spanning up to a decade or more”); *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995) (“The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.”).

Because this is a class action, the Court must conduct a preliminary assessment of the settlement before directing notice, finding the proposed settlement to be fair, reasonable and

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<sup>7</sup> The Stipulation also provides for the release of all Released Defendants' Claims against Released Plaintiffs' Parties.

<sup>8</sup> All citations are omitted and emphasis is added, unless otherwise indicated.

adequate.<sup>9</sup> Fed.R.Civ.P. 23(e); *see In re Nat. Football League Players Concussion Injury Litig.*, 775 F.3d 570, 581-84 (3d Cir. 2014) (“*National Football II*”); *see also* 4 H. Newberg & A. Conte, *Newberg on Class Action* (4th ed. 2002), at ¶ 11.25, p. 38.

At this stage, the Court is only determining that the settlement “has [no] ‘obvious deficiencies’ as to its fairness and [] ‘appears to fall within the range of possible approval.’” *In re Wawa, Inc. Data Sec. Litig.*, 2021 WL 3276148, at \*8 (E.D. Pa. July 30, 2021). An initial presumption of fairness applies if the proposed settlement was reached through arm’s-length negotiation. *Id.*; 4 H. Newberg & A. Conte, *Newberg on Class Action* (4th ed. 2002), at ¶ 11.25, p. 38; *In re Nat’l Football League Players’ Concussion Injury Litig.*, 301 F.R.D. 191, 198 (E.D. Pa. 2014) (“*National Football I*”). The Settlement easily meets that standard.

Pursuant to Rules 23(e)(2), preliminary approval may be granted if the proposed settlement is fair, reasonable, and adequate, after considering whether: (i) “the class representatives and class counsel have adequately represented the class”; (ii) “the proposal was negotiated at arm’s length”; (iii) “the relief provided to the class is adequate”; and (iv) “the proposal treats class members equitably relative to each other.” Rule 23(e)(2). Revisions to Rule 23(e) - effective on December 1, 2018 - standardized the preliminary approval stage analysis, but, as the Advisory Committee noted, “[t]he goal of this amendment is not to displace any factor” previously considered in any given Circuit. *See Fed.R.Civ.P. 23(e)(1)(B)(i)–(ii)* 2018 Amendment Advisory Committee Notes; *see also In re Cathode Ray Tube (CRT) Antitrust Litig.*, 2020 WL 1873554, at \*7 (N.D. Cal. Mar. 11, 2020) (amendments to Rule 23 do not replace the prior factors courts in the Circuit were to consider when deciding whether to grant preliminary

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<sup>9</sup> At the preliminary approval stage, the court also is to determine that it will likely certify a class. Here, the Court has already granted class certification.

approval of a class action settlement); *In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 694 (S.D.N.Y. 2019) (new Rule 23 factors were intended to supplement not replace the factors currently considered by courts in the circuit).

Moreover, the amendments to Rule 23(e) provide a standard for granting preliminary approval that is substantially similar to how courts in this Circuit have previously been determining whether to grant preliminary approval. Before those amendments, courts in the Third Circuit reviewed the factors outlined in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975) when assessing proposed settlements. The *Girsh* factors overlap the Rule 23 revisions and are still utilized when evaluating proposed settlements. *Delaware Cnty. Emps. Ret. Sys. v. AdaptHealth Corp.*, 739 F. Supp. 3d 270, 279 (E.D. Pa. 2024) (while referencing Fed.R.Civ.P. 23(e)(2), court listed the *Girsh* factors and stated: “Our Court of Appeals has identified nine factors to guide the lower courts in approving proposed class action settlements.”); *Hall v. Accolade, Inc.*, 2019 WL 3996621, at \*2 n.1 (E.D. Pa. Aug. 23, 2019) (In referencing the revisions to Rule 23, stated: “the factors that courts should apply in scrutinizing proposed class settlements, and the discussion in *Girsh* substantially overlaps with the factors identified in Rule 23”); *see also Udeen v. Subaru of America, Inc.*, 2019 WL 4894568, at \*3 (D.N.J. Oct. 4, 2019) (applying the *Girsh* factors when granting preliminary approval of a class action settlement). Under these standards, the Settlement here is fair, reasonable, and adequate and should be preliminarily approved.

The *Girsh* factors, used by courts in the Third Circuit when determining whether to approve a class action settlement, are: “(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) stage of the proceedings and the amount of discovery completed; (4) risks of establishing liability; (5) risks of establishing

damages; (6) risks of maintaining the class action through the trial; (7) ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.” *Delaware Cnty. Emps. Ret. Sys.*, 739 F. Supp. 3d at 279. The *Girsh* factors guide a court’s preliminary assessment of a class action settlement. *See Singleton v. First Student Management LLC*, 2014 WL 3865853, at \*5 (D.N.J. Aug. 6, 2014); *see also Caddick v. Tasty Baking Co.*, 2021 WL 4989587, at \*4 (E.D. Pa. Oct. 27, 2021) (in the Third Circuit, courts apply the *Girsh* factors to assess a proposed settlement).<sup>10</sup> These factors warrant preliminary approval here.

**B. The Settlement was negotiated at arm’s-length between experienced counsel after mediation, which supports preliminary approval**

The Parties participated in a mediation session on December 17, 2024 before David Murphy, an experienced and respected mediator. “The participation of an independent mediator in settlement negotiations virtually insures that the negotiations were conducted at arm’s-length and without collusion between the parties.” *Alves v. Main*, 2012 WL 6043272, at \*22 (D.N.J. Dec. 4, 2012), *aff’d*, 559 F. App’x 151 (3d Cir. 2014); *see also National Football I*, 301 F.R.D. at 198-99 (negotiations under the auspices of Judge Phillips from Phillips ADR as mediator supports a finding of fairness). Plaintiffs’ Counsel and Defendants’ Counsel are experienced securities class action practitioners and zealously negotiated on their clients’ behalf, further supporting settlement. *General Motors*, 55 F.3d at 796 (presumption of fairness if settlement

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<sup>10</sup> A court should presume a settlement was fair if it makes a preliminary finding that: “(1) the negotiations occurred at arm’s length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.” *Stechert v. The Travelers Home & Marine Ins. Co.*, 2021 WL 5235221, at \*8 (E.D. Pa. Nov. 9, 2021); *see also Delaware Cnty. Emps. Ret. Sys.*, 739 F. Supp. 3d at 279-80 (same).

negotiations conducted at arm's-length by experienced counsel); *Delaware Cnty. Emps. Ret. Sys.*, 739 F. Supp. 3d at 280 (court presumes settlement is reasonable given involvement of mediator, which demonstrates negotiations were at arm's-length, discovery taken, counsel's experience and no objections). Also, counsel on both sides were fully informed about the merits of the Action prior to the mediation session, further supporting fairness and preliminary approval.

### **C. The *Girsh* factors support preliminary approval**

The first *Girsh* factor supports approval. "Large class actions alleging securities fraud" are "inherently complicated." *In re Ikon Office Sols., Inc., Sec. Litig.*, 194 F.R.D. 166, 179 (E.D. Pa. 2000). This case is no exception. Lannett had more than 37 million shares of common stock outstanding, demonstrating the large number of potential Settlement Class Members. Furthermore, securities class actions are notoriously complex and expensive to litigate as they require extensive investigations, discovery, and experts to opine on class certification, damages and other issues that require special expertise. *See In re SmithKline Beckman Corp. Sec. Litig.*, 751 F. Supp. 525, 529 (E.D. Pa. 1990) (shareholder litigation is "notably difficult and notoriously uncertain").

The third *Girsh* factor supports approval.<sup>11</sup> Plaintiffs have conducted an extensive investigation and completed discovery, which included the review of hundreds of thousands of pages of documents, depositions of the Defendants, former Lannett employees, and other relevant witnesses, expert discovery and depositions, thoroughly researching the applicable law, and drafting papers in opposition to the motion for summary judgment and motion to exclude Plaintiffs' expert's opinions. In addition, in connection with the mediation, Plaintiffs submitted

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<sup>11</sup> Before notice of a settlement is disseminated, it is not possible to gauge the reaction of the class (the second *Girsh* factor). The Plaintiffs, however, support the Settlement.

a comprehensive mediation statement. Plaintiffs had to assess their claims in light of Defendants' arguments and counter those arguments. Such an investigation and knowledge of the claims gives Plaintiffs a clear understanding of the merits of the Action. *See, e.g., Delaware Cnty. Emps. Ret. Sys.*, 739 F. Supp. 3d at 280 (counsel understood merits prior to settlement given that case was litigated for two years, defendants produced over thirty thousand pages of documents, and parties exchanged expert reports). Indeed, even where limited discovery has been taken, courts have found the investigation to be sufficient to allow for an intelligent evaluation of a settlement's adequacy. *See, e.g., In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 458 (S.D.N.Y. 2004) ("Formal discovery is not a prerequisite; the question is whether the parties had adequate information about their claims."); *see also Riaubia v. Hyundai Motor Am.*, 2019 WL 3714497, at \*8 (E.D. Pa. Aug. 7, 2019) (discovery was sufficient although not completed and there was no summary judgment motion). Here, Plaintiffs' Counsel thoroughly understood the Action's strengths and weaknesses.

The fourth, fifth, and sixth *Girsh* factors support approval. Because Defendants filed a motion for summary judgment, Plaintiffs are aware of arguments Defendants raised and the challenges in the case. The Parties also exchanged mediation statements which, along with Defendants' summary judgment motion, allowed Plaintiffs to assess Defendants' arguments and the strength of Plaintiffs' claims. There is no guarantee that Defendants' motion for summary judgment would be denied, therefore a settlement addresses this real risk. Even if Plaintiffs were to survive a motion for summary judgment and the motion to exclude, and proceed to trial, there were many other hurdles to overcome such as motions in limine, trial issues, possible appeals, and collectability of any judgment. *See In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at \*12 (E.D. Pa. Jan. 25, 2016) (proving liability in a securities class action is difficult); *In re Ikon*

*Off. Sols., Inc., Sec. Litig.*, 194 F.R.D. 166, 179 (E.D. Pa. 2000) (a trial of an action alleging securities fraud on behalf of a class would be complicated). Without the Settlement, the risks of Plaintiffs succeeding completely through summary judgment, trial, and then collecting any judgment were great.

Plaintiffs would also need to prove damages and loss causation, relying on their damages expert. Proving the impact of various economic factors is always difficult and Plaintiffs' expert would be challenged by Defendants' expert, and there is no way of knowing how the jury would react to complex testimony. *See In re Cendant Corp. Litig.*, 264 F.3d 201, 239 (3d Cir. 2001) (dispute regarding damages would lead to ““battle of experts,’ with each side presenting its figures to the jury and with no guarantee whom the jury would believe”). At trial, Plaintiffs may not have been able to show loss causation or that damages were in the range Plaintiffs' expert found, risks that also strongly support the Settlement. *See Delaware Cnty. Emps. Ret. Sys.*, 739 F. Supp. 3d at 281 (plaintiffs faced uncertainty in a battle of experts).

The seventh, eighth, and ninth *Girsh* factors decisively support approval. Given the numerous obstacles and risks that would need to be overcome to achieve such a recovery through litigation and at trial, and its attendant delays, and the collectability of any judgment, the Settlement Amount is reasonable compared to recoveries in similar litigation. If the Action continued, Defendants may have succeeded on summary judgment or their arguments at trial may have resulted in their avoiding liability or reducing the amount of damages, after years of additional litigation. Here, the \$5.75 million Settlement avoids the risks of continued litigation and represents approximately more than 4% of estimated likely damages had Plaintiffs won at trial.

Plaintiffs' damages expert estimates that the Settlement Class's maximum reasonable amount of damages that Plaintiffs could have obtained in a judgment had the case gone to trial and Plaintiffs were fully successful was between approximately \$143.2 and \$255 million. In the present circumstances, this Settlement Amount is reasonable compared with the median amount of 2.9% and 6.4% of estimated damages recovered in securities fraud class action settlements from 2015-23 where damages were estimated to be in the range of this Action. *See Laarni T. Bulan and Eric Tam, Cornerstone Research, Securities Class Action Settlements—2024 Review and Analysis* (2025), at 7<sup>12</sup> (noting that, in cases alleging only SEC Rule 10b-5 claims pursuant to the Exchange Act, the median settlement as a percentage of potential damages in cases with damages estimated between \$150 and \$249 million was approximately 6.4% between 2015 and 2023); Edward Flores and Svetlana Starykh, NERA, *Recent Trends in Securities Class Action Litigation: 2024 Full-Year Review* (2025) at 26 (in cases settled from January 2015 to December 2024, with investor losses estimated between \$200-399 million, median settlement value was 2.9% of investor losses).<sup>13</sup> Settlements were also recognized to be lower if the issuer was distressed. Laarni T. Bulan and Eric Tam, Cornerstone Research, *Securities Class Action Settlements—2024 Review and Analysis* (2025), at 15. Here, the issuer was more than distressed, it filed for bankruptcy and was subsequently dismissed from the Action. Accordingly, a recovery that is lower than the median is justified.

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<sup>12</sup> Available at <https://www.cornerstone.com/wp-content/uploads/2025/03/Securities-Class-Action-Settlements-2024-Review-and-Analysis.pdf>.

<sup>13</sup> Available at <https://www.nera.com/insights/publications/2025/recent-trends-in-securities-class-action-litigation--2024-full-y.html?lang=en>.

Given that Lannett was no longer a defendant in the Action and given the limited amount of insurance and Defendants' assets, whether Plaintiffs would have been able to collect a judgment higher than the Settlement Amount was problematic. Plaintiffs believe that this Settlement is a very favorable result given these circumstances. The Settlement is a positive, guaranteed result for the Settlement Class, whereas continued litigation may have resulted in no recovery even if a judgment in a higher amount were secured. It is within the range of reasonableness, particularly when considering the risks of continued litigation.<sup>14</sup>

#### **D. The Other Rule 23(e)(2) Factors Are Met**

In addition to the *Girsh* factors, Rule 23(e)(2) also lists other factors for courts to consider when determining whether to approve a settlement: (i) "the effectiveness of the proposed method for distributing relief"; (ii) "the terms of the proposed attorneys' fees"; and (iii) the existence of any agreements. Fed.R.Civ.P. 23(e)(2)(C)(ii)-(iv). These factors also favor granting preliminary approval.

##### **1. The Proposed Method for Distributing Relief to the Class**

The proposed notice and claims administration process for informing the Settlement Class and distributing relief is effective and warrants approval. The notice plan requires mailing the Postcard Notice to all Settlement Class Members who can be reasonably identified, emailing the Long Notice and Proof of Claim to all Settlement Class Members and nominees for whom an email address has been obtained, publishing the Summary Notice in Investor's Business Daily

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<sup>14</sup> Other measurements also show that this Settlement is reasonable compared with other recoveries in securities class actions. *See, e.g.*, Laarni T. Bulan and Eric Tam, Cornerstone Research, *Securities Class Action Settlements—2024 Review and Analysis* (2025), at 14 (median settlements in 2024 after a motion for class certification was filed was 6.1% of estimated damages); *id.* at 19 (median settlement from 2015-2024 against companies in the pharmaceuticals industry was 6.4% of estimated damages).

and to an online newswire service, and having the Claims Administrator set up a case-specific Settlement website that will contain the relevant Settlement documents, including the Long Notice, Proof of Claim, Stipulation, and other documents, along with the relevant deadlines.

Submitting a claim requires following a process that courts routinely approve, and includes a standard claim form requiring necessary information to calculate a Settlement Class Member's claim pursuant to the Plan of Allocation. The Claims Administrator will process claims under Lead Counsel's guidance and will allow claimants an opportunity to cure any deficiencies in their claims or request a Court review of their claim. The Plan of Allocation, which was prepared with the assistance of a damages expert, is based on the amount of artificial inflation that existed in the prices of Lannett's common stock. A Settlement Class Member will be eligible to receive an amount that is the *pro rata* share compared to all other eligible Settlement Class Members, which the Claims Administrator will distribute.

## **2. Attorneys' Fees and Expenses**

The terms of any proposed attorneys' fees award and the timing are also factors to consider. Rule 23(e)(2)(C)(iii). As set forth in the proposed Notice, Plaintiffs' Counsel will request attorneys' fees not to exceed one-third of the Settlement Amount, after deducting Court-awarded expenses, and litigation expenses not to exceed \$1,375,000, plus interest earned on both amounts. Lead Counsel will apply for an award of attorneys' fees and expenses no later than 35 days prior to the Final Approval Hearing. *See* Preliminary Approval Order, ¶28.

The amount of the requested fees is in conformity with those regularly approved in class action settlements within this District, the Third Circuit, and courts throughout the country. *See, e.g., In re Ravisent Techs, Inc. Sec. Litig.*, 2005 WL 906361, at \*11 (E.D. Pa. Apr. 18, 2005) (approving one-third fee award and noting that "courts within this Circuit have typically awarded

attorneys' fees of 30% to 35% of the recovery, plus expenses.") (citing cases); *see also Kelly v. Business Information Group, Inc.*, 2019 WL 414915, at \*19 (E.D. Pa. Feb. 1, 2019) ("Contingency fees representing 30% to 40% of recovery are fairly typical."). While the typical request for attorneys' fees is based on the amount of the entire settlement fund before expenses are deducted, here, Plaintiffs' Counsel will be requesting attorneys' fees on the amount after expenses are deducted, lowering the requested award. The maximum amount of expenses requested of up to \$1,375,000 will be based on actual expenses incurred by Plaintiffs during the years of litigation. The requested attorneys' fees and expenses are separate from the request for approval of the Settlement. Stipulation ¶5.5.

### **3. The Parties Have an Agreement Regarding Exclusion Requests**

Under Rule 23(e)(2)(C)(iv), any other agreements entered in connection with the Settlement are to be disclosed. The Parties entered into a standard supplemental agreement that provides that Defendants shall have the right (but not the obligation) to terminate the Settlement in the event that timely and valid requests for exclusion from the Settlement Class exceed a certain percentage of shares that are eligible to participate in the Settlement. *See* Stipulation ¶10.3. As is typical in securities class actions, the terms of the supplemental agreement are confidential to avoid class members from attempting to obtain a separate settlement by using that information to threaten an opt out. *See Christine Asia Co. v. Yun Ma*, 2019 WL 5257534, at \*15 (S.D.N.Y. Oct. 16, 2019) ("[t]his type of agreement is standard in securities class action settlements").

### **4. Settlement Class Members Are Treated Equitably by the Settlement**

Rule 23(e)(2)(D) concerns whether Settlement Class Members are being treated equitably by the Settlement. Here, the Settlement provides that each Settlement Class Member who

properly submits a valid and timely Proof of Claim and whose claim calculates to a recovery of \$10.00 or more will receive a *pro rata* share of the Net Settlement Fund, calculated under the Plan of Allocation. The Plan of Allocation was developed with the assistance of a damages expert and is set forth in the Long Notice. It provides a fair and reasonable method to allocate the Net Settlement Fund among those Settlement Class Members entitled to receive a *pro rata* share based on their calculated Recognized Loss. Similar plans have repeatedly been approved by courts in this District. *See, e.g., In re Aetna Inc.*, 2001 WL 20928, at \*12-13 (E.D. Pa. Jan. 4, 2001) (“Courts generally consider plans of allocation that reimburse class members based on the type and extent of their injuries to be reasonable.”); *see also In re Par Pharm. Sec. Litig.*, 2013 WL 3930091, at \*8 (D.N.J. July 29, 2013) (approving a similar plan of allocation providing distribution on a *pro rata* basis tied to liability and damages). All Settlement Class Members are being treated equitably by the Settlement.

The proposed Settlement meets the applicable standard and is plainly fair, reasonable and adequate and preliminary approval should be granted and notice given to the Settlement Class.

### **III. THE COURT SHOULD APPROVE OF PROVIDING NOTICE TO THE CLASS**

Usually, in preliminarily approving a proposed settlement, a court is to make a preliminary determination that class treatment is appropriate. *See Fed.R.Civ.P. 23(e)(1)*. Here, the Court already granted class certification, which was upheld by the Third Circuit.<sup>15</sup> ECF No.

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<sup>15</sup> *See University of Puerto Rico Ret. Sys. v. Lannett Co., Inc.*, No. 21-3150, 2023 WL 2985120 (3d Cir. Apr. 18, 2023).

197.<sup>16</sup> Accordingly, the Court need not conduct any further analysis on class certification.<sup>17</sup> See *National Football II*, 775 F.3d at 586. (“Permitting a district court to manage a settlement class in this manner provides the flexibility needed to protect absent class members’ interests and efficiently evaluate the issues of class certification and approval of a settlement agreement.”).

#### **IV. THE PROPOSED NOTICE TO CLASS MEMBERS SATISFIES RULE 23(C)(2)(B)**

Rule 23(e) governs notice requirements for settlement in class actions. The Rule provides that a class action shall not be settled, dismissed, or compromised without the approval of the court, and notice of the proposed settlement, dismissal, or compromise shall be given to all members of the class in such manner as the court directs. Fed.R.Civ.P. 23(e). The Rule provides that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed.R.Civ.P. 23(e)(1)(B). In addition, Rule 23(c)(2)(B) requires a certified class to receive “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

##### **A. Notice Procedures**

The Proposed Order Granting Lead Plaintiff’s Amended Unopposed Motion for Preliminary Approval of Class Action Settlement, for Issuance of Notice to the Settlement Class, and for Scheduling of Settlement Hearing (“Preliminary Approval Order”), which is attached as Exhibit A to the Stipulation, mandates that within twenty-five (25) calendar days after entry of

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<sup>16</sup> The Court also appointed Class Counsel and Class Representatives at the time it granted class certification. ECF No. 197.

<sup>17</sup> If any issue subsequently arises regarding the certified class, the Court can address it at the time of the final approval hearing.

the Court's Preliminary Approval Order, Lead Counsel shall: (i) cause the Postcard Notice to be mailed, by first class mail, postage prepaid, to potential Settlement Class Members who can be identified with reasonable effort by Class Counsel, through the Claims Administrator, substantially in the form as annexed as Exhibit A-4; and (ii) cause the Long Notice and the Proof of Claim and Release Form, substantially in the forms as annexed as Exhibits A-1 and A-2 to the Stipulation (together, the "Claims Package"), along with a link to the Claims Administrator's website, be emailed to all Settlement Class Members for whom email addresses may be obtained with reasonable effort. In addition, within twenty-five (25) calendar days after entry of the Court's Preliminary Approval Order, Class Counsel, through the Claims Administrator, shall cause the Stipulation and its exhibits, the Court's Preliminary Approval Order, and a copy of the Long Notice and Proof of Claim to be posted on the Settlement website, and that Class Counsel, through the Claims Administrator shall cause the Summary Notice (substantially in the form annexed as Exhibit A-3 to the Stipulation) to be published electronically once on the *PR Newswire* and in print once in *Investor's Business Daily* within twenty (20) business days after entry of the Court's Preliminary Approval Order.

The proposed Long Notice provides detailed information concerning: (a) the rights of Settlement Class Members, including the manner in which objections can be lodged and how to request exclusion from the Settlement Class; (b) the nature, history, and progress of the litigation; (c) the proposed Settlement; (d) the process for filing a Proof of Claim; (e) a description of the Plan of Allocation; (f) the fees and expenses to be sought by Plaintiffs' Counsel and any awards to Plaintiffs; and (g) the necessary information for any Settlement Class Member to examine the Court records should they desire to do so. The Long Notice also sets forth instructions to securities brokers and other nominee holders for forwarding the Long Notice to those persons

for whom the nominees held shares in “street name.” The proposed Long Notice is the type that is typically provided in securities class actions.<sup>18</sup>

The proposed Long Notice and its dissemination as well as the Postcard Notice and Summary Notice are thus “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). The proposed Long Notice informs Settlement Class Members how to object or exclude themselves from the Settlement Class and clearly states that all those who remain in the Settlement Class are bound by the terms of the Settlement and all past, present, and future orders and judgments in this Action.

Furthermore, the disclosures required by the PSLRA mandates are provided in the proposed Long Notice, as it states the amount of the Settlement on both an aggregate and average per share basis; provides a brief statement explaining the reasons why the Parties are proposing the Settlement; and states the maximum amount of attorneys’ fees and maximum amount of litigation expenses (both on an aggregate and average per share basis), and Plaintiff awards, that Plaintiffs’ Counsel will seek; and provides the names, addresses, and telephone numbers of representatives of the Claims Administrator and Lead Counsel who will be available to answer questions from Class Members. *See* 15 U.S.C. § 78u-4(a)(7).

The form and manner of providing Notice to the Settlement Class here satisfy the requirements of due process, Rule 23, and the PSLRA, 15 U.S.C. § 78u-4(a)(7). The Long Notice, Postcard Notice, and Summary Notice “provide[] all of the required information

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<sup>18</sup> See, e.g., [www.fjc.gov](http://www.fjc.gov), and search for “Securities class action certificate and settlement: full notice.”

concerning the class members' right[s] and obligations under the settlement." *In re Prudential Ins. Co.*, 148 F.3d 283, 328 (3d Cir. 1998); *In re Innocoll Holdings Public Ltd. Co. Sec. Litig.*, 2022 WL 717254, at \*6 (E.D. Pa. Mar. 10, 2022) (notice given by email, if available, or first class mail); *In re Advanced Battery Techs., Inc. Sec. Litig.*, 298 F.R.D. 171, 183 n.3 (S.D.N.Y. 2014) (stating that postcard notice informing class of how to obtain more detailed notice has been approved by courts). The manner of providing notice, which includes individual Postcard Notice by first class mail and the Notice Package by email to all potential Settlement Class Members who can be reasonably identified, represents the best notice practicable under the circumstances and satisfies the requirements of due process and Rule 23. *See In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. 249, 266 (E.D. Pa. 2012) ("It is well settled that in the usual situation first-class mail and publication in the press fully satisfy the notice requirement of both Fed. R. Civ. P. 23 and the due process clause.").

Thus, the proposed method of notice described above satisfies due process and should be approved.

### **B. Appointment of A.B. Data as Claims Administrator**

Plaintiffs' Counsel requests that the Court appoint A.B. Data as Claims Administrator. The Claims Administrator will provide notice, as approved by the Court, to the Settlement Class, process and administer the Settlement, and distribute the Net Settlement Fund. A.B. Data has vast experience as an administrator of class actions, and has provided notice and administered class action settlements for numerous actions. *See* [www.abdata.com](http://www.abdata.com).

### **V. PROPOSED SCHEDULE OF EVENTS**

Plaintiffs' Counsel proposes the following schedule of events leading to the Settlement Hearing as set forth in the Preliminary Approval Order filed herewith:

Event	Deadline for Compliance
Date for Settlement Hearing.	At least 100 days after the Court preliminarily approves the Settlement.
Mailing of Postcard Notice, emailing of Notice Package, and posting of Notice Package and other documents on Settlement website.	No later than 25 Calendar Days after the entry of Preliminary Approval Order. (Preliminary Approval Order ¶¶15-16)
Publication of Summary Notice.	No later than 20 Business Days after the entry of the Preliminary Approval Order. (Preliminary Approval Order ¶17)
Deadline for filing Proofs of Claim.	No later than 90 calendar days after the deadline set by the Court for the Claims Administrator to email the Claims Package to the Settlement Class. (Preliminary Approval Order ¶21(a))
Deadline for requests for exclusion.	Postmarked no later than March 13, 2026. (Preliminary Approval Order ¶23)
Filing deadline for objections.	Filed no later than March 13, 2026. (Preliminary Approval Order ¶26)
Date for Plaintiffs' Counsel to file papers in support of the Settlement, the Plan of Allocation and for application for attorneys' fees and expenses and awards to Plaintiffs.	35 calendar days prior to the Settlement Hearing. (Preliminary Approval Order ¶28)
Date for Plaintiffs' Counsel to file reply papers in support of the Settlement, the Plan of Allocation and for application for attorneys' fees and expenses and awards to Plaintiffs.	7 calendar days prior to the Settlement Hearing. (Preliminary Approval Order ¶29)

The Court should schedule the Settlement Hearing for a date at least 100 calendar days after entering the Preliminary Approval Order, which will allow enough time for Plaintiffs' Counsel to have the Claims Administrator mail the Postcard Notice, publish the Summary Notice, email the Notice Package, and post the Notice Package and other documents on the Settlement website, file the motion in support of final approval of the Settlement and the Plan of

Allocation and the application for attorneys' fees and expenses and awards to Plaintiffs, and the reply in support of final approval, and will allow Settlement Class Members enough time to learn about the Settlement, contact the Claims Administrator or Lead Counsel, if necessary, begin to obtain the required information and documentation to submit their Proof of Claim forms and decide whether to exclude themselves or make objections to the Settlement.

## VI. CONCLUSION

As set forth above, this Settlement results from extensive arm's-length negotiation, including a mediation session before an experienced mediator and further, subsequent negotiations, and provides Settlement Class Members with a recovery whereas if the litigation continued, they may have not obtained any recovery. The proposed Settlement meets the standard for granting it preliminary approval and Plaintiffs' Counsel respectfully requests that the Court grants it preliminary approval, approves the form and manner of Notice, and sets a date for the final approval hearing.

Dated: December 5, 2025

Respectfully submitted,

*s/ Lawrence D. Levit*  
Lawrence D. Levit

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*Liaison Counsel for the Class*

**CERTIFICATE OF SERVICE**

I hereby certify that on December 5, 2025, I had the foregoing electronically filed with the Clerk of the Court using the CM/ECF system, which will send a Notice of Electronic Filing to all counsel of record.

/s/ Lawrence D. Levit  
Lawrence D. Levit

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

JOHN UTESCH, Individually and on Behalf of  
All Others Similarly Situated,

v.

LANNETT COMPANY, INC., ARTHUR P.  
BEDROSIAN, and MARTIN P. GALVAN,

Defendants.

Civil Action No. 2:16-cv-05932-WB

Judge Wendy Beetlestone

**DECLARATION OF LAWRENCE D.  
LEVIT IN SUPPORT OF PLAINTIFFS'  
AMENDED UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT FOR  
ISSUANCE OF NOTICE TO THE  
SETTLEMENT CLASS, AND FOR  
SCHEDULING OF SETTLEMENT  
HEARING**

I, Lawrence D. Levit, declare under penalty of perjury as follows:

1. I am of counsel with the law firm Abraham, Fruchter & Twersky, LLP (“AF&T”), Lead Counsel for Lead Plaintiff University of Puerto Rico Retirement System and the Class in the above-entitled action. I am admitted *pro hac vice* in this action and a member in good standing of the Bars of the State of New York and State of New Jersey. I submit this declaration in support of Plaintiffs’ Amended Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. Attached hereto as Exhibit A is a true and correct copy of the Amended Stipulation of Settlement dated December 4, 2025 and the exhibits attached thereto (the “Stipulation”).<sup>1</sup>

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings set forth in the Stipulation.

3. I have been involved in this Action since its inception and am familiar with the facts set forth in the Stipulation and am able to testify to them based on my personal knowledge or review of the records and files maintained by this firm in the regular course of its representation as Lead Counsel for the Class in this Action.

4. As detailed in the Stipulation, after years of litigation, including production of hundreds of thousands of pages of documents from Defendants and third parties, numerous depositions and motions, including Defendants' motion for summary judgment, the Parties agreed to settle the Action after attending an all-day mediation before a mediator experienced in complex and securities actions and a subsequent mediator's proposal.

5. There has been no collusion or complicity of any kind in connection with the negotiations to settle this Action. As illustrated in Plaintiffs' accompanying Memorandum, all settlement negotiations were conducted at arm's-length by adverse, well-represented Parties. The negotiations were extensive and adversarial. Plaintiffs believe the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

Executed on December 5, 2025 in New York, New York.

/s/ Lawrence D. Levit  
Lawrence D. Levit

**CERTIFICATE OF SERVICE**

This is to certify that on December 5, 2025, I had the foregoing electronically filed with the Clerk of Court using the CM/ECF system, which will send a Notice of Electronic Filing to all counsel of record.

/s/ Lawrence D. Levit

Lawrence D. Levit

# EXHIBIT A

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

JOHN UTESCH, Individually and on Behalf of  
All Others Similarly Situated,

v.

LANNETT COMPANY, INC., ARTHUR P.  
BEDROSIAN, and MARTIN P. GALVAN,

Plaintiff(s),

Defendants.

Civil Action No. 2:16-cv-05932-WB

Judge Wendy Beetlestone

AMENDED STIPULATION OF  
SETTLEMENT

This Amended Stipulation of Settlement dated December 4, 2025 (the “Stipulation”) is entered into by and among University of Puerto Rico Retirement System (“UPRRS”) and Ironworkers Locals 40, 361 & 417 Union Security Funds (“Ironworkers”), on behalf of themselves and the Settlement Class (defined below) (collectively, the “Plaintiffs”), and defendants Arthur P. Bedrosian and Martin P. Galvan (the “Defendants,” and at times herein, the “Individual Defendants,” and, together with Plaintiffs, the “Parties”), by and through the Parties’ respective undersigned counsel.<sup>1</sup> The Stipulation is intended by the Parties to fully, finally, and forever compromise, resolve, discharge, release, settle, and dismiss with prejudice the Action (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions hereof, and subject to the approval of the Court pursuant to Federal Rule of Civil Procedure (“FRCP”) 23.

**WHEREAS:**

**I. The Action**

This action is captioned *Utesch v. Lannett Company, Inc., et al.*, Civil Action No. 2:16-cv-05932-WB (the “Action”) and is pending before the Honorable Wendy Beetlestone in the United States District Court for the Eastern District of Pennsylvania (the “Court”). The first complaint in this Action was filed on November 16, 2016, alleging claims arising under the Securities Exchange Act of 1934 (the “Exchange Act”). ECF No. 1. On March 20, 2017, the Court issued an Order appointing UPRRS as Lead Plaintiff and approving UPRRS’ selection of Abraham, Fruchter &

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<sup>1</sup> Lannett Company, Inc. was a defendant in this Action until it filed for bankruptcy in May 2023, the Bankruptcy Court accepted its bankruptcy plan in June 2023, and the Parties filed a Joint Stipulation and Order, signed by the Court on October 11, 2023 dismissing Lannett from this Action. ECF No. 222. Unless otherwise indicated, the term “Defendants” as used herein shall also therefore be construed to include Lannett but only when used to describe the procedural history of this Action prior to October 11, 2023.

Twersky, LLP (“AF&T”) to serve as Lead Counsel for the class and UPRRS’ selection of Profy Promisloff & Ciarlanto, P.C.<sup>2</sup> as Liaison Counsel for the class. ECF No. 53.

On May 25, 2017, Plaintiffs filed an amended class action complaint for violations of the federal securities laws (the “Amended Complaint”) against the Defendants, alleging claims under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder by the U.S. Securities and Exchange Commission (the “SEC”), and under Section 20(a) of the Exchange Act. ECF No. 57. On September 15, 2017, Defendants moved to dismiss the Amended Complaint for failure to state a claim. ECF No. 62. On December 14, 2017, Plaintiffs filed a second amended consolidated securities class action complaint (the “SAC”) against the Defendants alleging claims under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder by the SEC, and under Section 20(a) of the Exchange Act. ECF No. 65.

On February 15, 2018, Defendants moved to dismiss the SAC for failure to state a claim. ECF No. 69. On April 18, 2018, Plaintiffs filed their opposition to Defendants’ motion to dismiss (ECF No. 71), and on June 1, 2018, Defendants filed their reply in further support of their motion to dismiss. ECF No. 75. On July 31, 2018, the Court granted Defendants’ motion to dismiss without prejudice and granted Plaintiffs leave to amend and file any amended complaint by August 21, 2018. ECF No. 77.

On September 21, 2018, Plaintiffs filed a third amended consolidated securities class action complaint (the “TAC”) against the Defendants alleging claims under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder by the SEC, and under Section 20(a) of the Exchange Act. ECF No. 81. On November 21, 2018, Defendants filed a motion to dismiss the TAC for failure to state a claim. ECF No. 84. On February 15, 2019, Plaintiffs filed their

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<sup>2</sup> Liaison Counsel is now Promisloff Law, P.C., as successor to Profy Promisloff & Ciarlanto, P.C.

opposition to Defendants' motion to dismiss (ECF No. 87), and on March 1, 2019, Defendants filed their reply in further support of their motion to dismiss. ECF No. 88.

On May 15, 2019, the Court issued an Opinion and an Order denying Defendants' motion to dismiss the TAC. ECF No. 90. On May 29, 2019, Defendants filed a motion for reconsideration of the Court's Order denying the motion to dismiss the TAC. ECF No. 91. On July 1, 2019, Plaintiffs filed their corrected opposition to Defendants' motion for reconsideration (ECF No. 97), and on July 10, 2019, Defendants filed their reply in further support of their motion for reconsideration. ECF No. 98. On July 22, 2019, the Court denied Defendants' motion for reconsideration, vacated its Opinion denying Defendants' motion to dismiss the TAC, and reissued that Opinion as amended. ECF No. 104.

On June 17, 2019, Defendants filed a motion to certify the Court's Order denying the motion to dismiss the TAC for interlocutory review. ECF No. 94. On July 16, 2019, Plaintiffs filed their opposition to Defendants' motion to certify the Court's Order denying the motion to dismiss for interlocutory review (ECF No. 100), and on July 22, 2019, the Court denied Defendants' motion to certify the Court's Order denying the motion to dismiss the TAC for interlocutory review. ECF No. 103. On July 29, 2019, Defendants filed an Answer to the TAC. ECF No. 106.

On August 20, 2019, the Court entered an order governing electronic discovery. ECF No. 108. On September 5, 2019, the Court entered a Scheduling Order providing, among other things, that discovery was to be completed by December 15, 2020. ECF No. 110. On September 23, 2019, the Court entered a Protective Order governing discovery. ECF No. 111. On May 6, 2020, the Court entered a Stipulated Scheduling Order revising the various deadlines in the prior Scheduling Order and providing, among other things, that discovery was to be completed by April 15, 2021. ECF No. 120.

On October 1, 2020, Plaintiffs filed a motion for class certification. ECF No. 121. On March 16, 2021, Defendants filed their opposition to Plaintiffs' motion for class certification (ECF No. 156), and on May 13, 2021, Plaintiffs filed their reply in further support of their motion for class certification. ECF No. 169. On May 24, 2021, the Court held a hearing on Plaintiffs' motion for class certification (ECF No. 170), and on May 28, 2021, in response to the Court's invitation made during the May 24, 2021 class certification hearing, the Parties submitted letters to the Court regarding the applicability of the Supreme Court's decision in *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013) to the class certification motion at issue, including how circuit courts applied *Comcast* as well as district court cases stating or explaining circuit court decisions on that issue. ECF Nos. 172, 173.

On October 16, 2020, Plaintiffs filed a motion to compel production of documents from Defendants. ECF No. 128. On October 23, 2020, Defendants filed their opposition to Plaintiffs' motion to compel (ECF No. 130), and on October 29, 2020, Plaintiffs filed their reply in further support of their motion to compel. ECF No. 132. On October 20, 2020, the Court appointed Bruce Merenstein as Special Master to address certain pretrial matters. ECF No. 129. On December 9, 2020, the Court entered an order granting Plaintiffs' motion to compel in part and denying it in part, and ordering Defendants to produce to Plaintiffs all relevant, non-protected documents responsive to certain requests within 30 days. ECF No. 135.

On January 4, 2021, the Special Master issued a report and recommendation as to Plaintiffs' request for discovery regarding drugs other than those named in the TAC. ECF No. 140. On January 11, 2021, Plaintiffs and Defendants each filed a motion to modify the Special Master's report and recommendation as to Plaintiffs' request for discovery regarding drugs other than those named in the TAC. ECF Nos. 142 – 144. On January 19, 2021, Plaintiffs and Defendants each filed oppositions to the others' motion to modify the Special Master's report and

recommendation as to Plaintiffs' request for discovery regarding drugs other than those named in the TAC (ECF Nos. 147, 148), and on January 22, 2021, Plaintiffs and Defendants each filed replies in further support of their respective motions to modify the Special Master's report and recommendation as to Plaintiffs' request for discovery regarding drugs other than those named in the TAC. ECF Nos. 151, 152. On January 26, 2021, the Court entered an order denying Plaintiffs' request that Defendants be compelled to produce discovery regarding all generic drugs that Lannett sold during the Class Period (defined below), and denied Defendants' request to limit discovery to the five drugs identified in the TAC, and further ordered Defendants to produce discovery for any other key Lannett products that allegedly were the subject of anticompetitive conduct as shown by allegations in a complaint in the *In Re Generic Pharm. Pricing Antitrust Litig.*, No. 16-MD-2724 (E.D.PA.) or information in documents produced by Defendants or non-parties, subject to the Special Master's consideration of any dispute regarding the identity of such additional drugs. ECF No. 153.

On June 4, 2021, Plaintiffs filed a motion to exclude the report and testimony of Jennifer Marietta-Westberg. ECF No. 175. On June 21, 2021, Defendants filed their opposition to Plaintiffs' motion to exclude the report and testimony of Jennifer Marietta-Westberg (ECF No. 180), and on June 24, 2021, Plaintiffs filed their reply in further support of their motion to exclude the report and testimony of Jennifer Marietta-Westberg. ECF No. 181.

On June 8, 2021, Defendants filed a motion to exclude the opinions of Chad Coffman. ECF No. 177. On June 21, 2021, Plaintiffs filed their opposition to Defendants' motion to exclude the opinions of Chad Coffman (ECF No. 179), and on June 28, 2021, Defendants filed their reply in further support of their motion to exclude the opinions of Chad Coffman. ECF No. 182. On July 27, 2021, the Court held a hearing on Defendants' motion to exclude the opinions of Chad Coffman. ECF No. 191.

On August 12, 2021, the Court entered an order denying Plaintiffs' motion to exclude the report and testimony of Jennifer Marietta-Westberg, denying Defendants' motion to exclude the opinions of Chad Coffman, and granting Plaintiffs' motion for class certification, certifying a class pursuant to FRCP 23(b)(3), appointing UPRRS and Ironworkers as Class representatives and AF&T as Class counsel. ECF No. 198. On November 8, 2021, Defendants filed a notice of appeal with respect to the Court's August 12, 2021 order. ECF No. 204.

On November 22, 2021, Defendants filed a motion to stay the District Court proceedings in this Action pending the decision of the United States Court of Appeals for the Third Circuit (the "Third Circuit") on Defendants' appeal of the Court's class certification order. ECF No. 206. On December 14, 2021, Plaintiffs filed their opposition to Defendants' motion to stay the proceedings pending the Third Circuit's decision on the appeal. ECF No. 210. On December 16, 2021, the Court denied Defendants' motion to stay the proceedings pending the Third Circuit's decision on the appeal. ECF No. 211.

On December 21, 2021, Defendants filed a motion in the Third Circuit to stay District Court proceedings pending their interlocutory appeal and to stay District Court proceedings pending the disposition of that motion (the "Appellate Stay Motion"). On December 27, 2021, Plaintiffs filed their opposition to the Appellate Stay Motion, and on December 30, 2021, Defendants filed their reply in further support of the Appellate Stay Motion. On January 11, 2022, the Third Circuit granted Defendants' Appellate Stay Motion. On April 18, 2023, the Third Circuit affirmed the Court's August 12, 2021 class certification order.

On or about May 2, 2023, Lannett and certain of its affiliates each filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). On or about June 8, 2023, the Bankruptcy Court entered an order confirming the Joint Prepackaged Chapter 11 Plan that Lannett

and the other debtors had submitted. On October 11, 2023, the Parties entered into an agreement and filed a Joint Stipulation and Order dismissing Lannett from the Action, which the Court signed on that date. ECF No. 222.

On January 22, 2024, the Court entered a Scheduling Order providing for, among other things, a fact discovery deadline of April 3, 2024, and an expert discovery deadline of July 24, 2024, which expert discovery deadline was subsequently extended until August 9, 2024. ECF Nos. 228, 249.

On September 18, 2024, Defendants filed a motion for summary judgment and a motion to exclude the opinions of Chad Coffman. ECF Nos. 252, 253. On November 27, 2024, Plaintiffs filed memoranda in opposition to Defendants' motion for summary judgment and Defendants' motion to exclude the opinions of Chad Coffman. ECF Nos. 263, 264. On November 28, 2024, Plaintiffs filed a "Corrected Memorandum of Law in Opposition to Defendants' Motion for Summary Judgment." ECF No. 265. On November 29, 2024, Plaintiffs filed a "Corrected Memorandum of Law in Opposition to the Motion to Exclude Chad Coffman's Opinions" (ECF No. 266) and a declaration in support of their opposition to Defendants' motion for summary judgment. ECF Nos. 267-69.

At different points during the litigation of the Action, the Parties participated in discussions about attempting to settle the Action. The Parties ultimately agreed to participate in a mediation session held on December 17, 2024, and subsequently reached an agreement to settle this Action.

## **II. Defendants' Denials of Wrongdoing and Liability**

Defendants have denied, and continue to deny, that they have committed any act or omission giving rise to any liability or violation of law. Specifically, Defendants expressly have denied, and continue to deny, each and all of the claims alleged in the TAC, including but not limited to all allegations of wrongdoing, fault, damages, or liability against them arising out of any

of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied, and continue to deny, among other allegations, the allegations that Plaintiffs or the Class have suffered any damage, or that Plaintiffs or the Class were harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. Defendants have asserted, and continue to assert, that their conduct was at all times proper and in compliance with all applicable provisions of law, and believe that the evidence supports their position that they acted properly at all times and that the Action is without merit. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

As set forth below, neither the Settlement nor any terms of this Stipulation shall constitute an admission, concession, or finding of any fault, liability, wrongdoing, or damages whatsoever or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants are entering into this Stipulation solely to eliminate the burden and expense of further litigation and to put the Released Claims to rest finally and forever. Defendants have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation.

### **III. Plaintiffs' Claims and the Benefits of the Settlement**

Plaintiffs believe that the claims asserted in the Action have merit. Plaintiffs, however, recognize and acknowledge that continuing this Action would pose significant risk to Plaintiffs and their counsel given the difficulty, expense, and length of continued proceedings necessary to prosecute the Action against Defendants through trial and through appeals. Plaintiffs and their counsel are also mindful of the problems of proof under and possible defenses to the securities law violations asserted in the Action and have also taken into account the uncertain outcome and the risk of any litigation. Plaintiffs and their counsel believe that the Settlement set forth in this Stipulation confers a worthwhile benefit upon the Class given the risks in the Action and the

defenses they would encounter if they did not settle. Based on their evaluation, Plaintiffs and their counsel have determined that the Settlement set forth in this Stipulation is in the best interests of Plaintiffs and the Class.

#### **IV. Terms of the Stipulation and Agreement of Settlement**

NOW, THEREFORE, and without any admission or concession on the part of any Plaintiff of any lack of merit of the Action whatsoever, and without any admission or concession of any fault, damages, liability, or wrongdoing or lack of merit in any defense whatsoever by any Defendant, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, through their undersigned attorneys, and subject to the approval of the Court pursuant to FRCP 23, in consideration of the benefits flowing to the Parties hereto from the Settlement (defined below), that all Released Claims (defined below) as against the Released Defendants' Parties (defined below) and all of Released Defendants' Claims (defined below) as against the Released Plaintiffs' Parties (defined below) shall be finally and fully compromised, resolved, settled, released, and discharged, and the Action dismissed fully, finally, and with prejudice, upon and subject to the terms and conditions of this Stipulation, as follows:

##### **1. Definitions**

As used in this Stipulation, the following capitalized terms shall have the following meaning:

1.1 “Action” means *Utesch v. Lannett Company, Inc., et al.*, Civil Action No. 2:16-cv-05932-WB, which is pending before the United States District Court for the Eastern District of Pennsylvania.

1.2 “Alternative Judgment” means a form of judgment that both (i) differs from the form of judgment that is attached hereto as Exhibit B; and (ii) is expressly agreed to in writing by all Parties.

1.3 “Authorized Claimant” means a Settlement Class Member who submits a timely claim to the Claims Administrator (defined below), which it approves in accordance with the terms of this Stipulation, the exhibits hereto, and any order of the Court.

1.4 “Claims Administrator” means A.B. Data, Ltd., or such other entity as the Court shall appoint to administer the Settlement.

1.5 “Class Period” means the period from July 15, 2014 and October 31, 2017, inclusive.

1.6 “Company” or “Lannett” means Lannett Company, Inc. and its predecessors, parents, subsidiaries, divisions, or affiliates, as it existed prior to June 8, 2023, except for references to Lannett or the Company in paragraph 1.40 herein, which shall mean Lannett Company, Inc. and its predecessors, successors (including the Company following its emergence from Chapter 11 bankruptcy on June 8, 2023), parents, subsidiaries, divisions, or affiliates.

1.7 “Complaint” refers to and includes the TAC and each and every complaint filed in the Action.

1.8 “Court” means the United States District Court for the Eastern District of Pennsylvania.

1.9 “Defendants” means, collectively, Arthur P. Bedrosian and Martin P. Galvan and, at times herein, will include Lannett when referring to a period during which Lannett was still a Defendant in this Action.

1.10 “Defendants’ Counsel” means Fox Rothschild LLP.

1.11 “Effective Date” means the date upon which all of the events and conditions set forth in ¶10.1 below have been met and have occurred.

1.12 “Escrow Account” means an interest-bearing escrow account established by the Escrow Agent to receive the Settlement Amount (defined below).

1.13 “Escrow Agent” means A.B. Data, Ltd., or its respective successor(s).

1.14 “Fairness Hearing” or “Settlement Hearing” mean the hearing scheduled by the Court to determine whether (i) the Settlement is fair, reasonable, and adequate, (ii) the Plan of Allocation is fair, reasonable, and adequate, and (iii) Lead Counsel’s request for an award of attorneys’ fees and expenses on behalf of Plaintiffs’ Counsel, including any awards to Plaintiffs, is reasonable.

1.15 “Fee and Expense Application” has the meaning given that term in ¶5.1 below.

1.16 “Fee and Expense Award” means any attorneys’ fees and expenses, and any awards to the Plaintiffs, awarded by the Court as described in ¶5.1.

1.17 “Final” means when the last of the following with respect to the Judgment approving this Stipulation, substantially in the form of Exhibit B attached hereto, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under FRCP 59(e) without any such motion having been filed; (ii) the time in which to appeal the Judgment has passed without any appeal having been taken; or (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal such that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, dismissal of the appeal, denial of petition for a writ of certiorari, or otherwise in such a manner as to permit the consummation of the Settlement, substantially in accordance with the terms and conditions of this Stipulation. For the purposes of this paragraph, an “appeal” shall include any petition for writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to (i) attorneys’ fees, costs, or expenses; (ii) the Plan of Allocation (as submitted or subsequently modified); and/or (iii) the procedures for determining the validity and/or amount of Authorized Claimants’ claims, including whether to

approve a claim and the amount thereof, shall not in any way delay or preclude the Judgment from becoming Final.

1.18 “Immediate Family Members” means children, step-children, grandchildren, parents, step-parents, grandparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and any other person sharing the household of any Individual Defendant. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

1.19 “Individual Defendants” means Arthur P. Bedrosian and Martin P. Galvan.

1.20 “Judgment” means either: the [Proposed] Order and Final Judgment to be entered by the Court upon its approval of the Settlement, substantially in the form attached hereto as Exhibit B; or an Alternative Judgment, if expressly agreed in writing by all Parties.

1.21 “Lead Counsel” means Abraham, Fruchter & Twersky, LLP.

1.22 “Net Settlement Fund” means the Settlement Fund less: Court-awarded attorneys’ fees; Notice and Administration Expenses (defined below); any required Taxes (defined below); Tax Expenses (defined below); Court-awarded litigation expenses; any awards to Plaintiffs; and any other fees, expenses, or awards approved by the Court.

1.23 “Notice” means the Notice of (i) Pendency of Class Action and Proposed Settlement; (ii) Settlement Hearing; and (iii) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit A-1 (“Long Notice”), the Summary Notice of (i) Pendency of Class Action and Proposed Settlement; (ii) Settlement Hearing; and (iii) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit A-3 (“Summary Notice”), and the Postcard Notice, substantially in the form attached hereto as Exhibit A-4, which are to be sent to, or made available to, members of the Settlement Class. The

Long Notice will be accessible to Settlement Class Members on the website to be set up by the Claims Administrator in connection with the Settlement.

1.24 “Notice and Administration Expenses” means the reasonable costs and expenses incurred in connection with locating Settlement Class Members, providing Notice to Settlement Class Members, soliciting the submission of Proofs of Claim, assisting with the submission of Proofs of Claim, processing Proofs of Claim, administering and distributing the Net Settlement Fund to Authorized Claimants, paying Taxes, paying Tax Expenses, and paying escrow fees and costs, if any.

1.25 “Notice Order” means the proposed order preliminarily approving the Settlement and directing Notice to the Settlement Class, substantially in the form attached hereto as Exhibit A.

1.26 “Parties” means the parties to this Stipulation.

1.27 “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, joint venture, limited liability company or corporation, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and his, her, or its spouses, heirs, predecessors, successors, representatives, or assignees.

1.28 “Plaintiffs” means, collectively, University of Puerto Rico Retirement System (“UPRRS”) and Ironworkers Locals 40, 361 & 417 Union Security Funds (“Ironworkers”), on behalf of themselves and the Settlement Class.

1.29 “Plaintiffs’ Counsel” means, collectively, Lead Counsel, as well as all other counsel who have represented any plaintiff in connection with any of the claims asserted in this Action.

1.30 “Plan of Allocation” means the plan described in the Long Notice or any alternate plan approved by the Court pursuant to which the Net Settlement Fund is to be distributed to

Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and neither Defendants nor the Released Defendants' Parties shall have any responsibility therefore or liability with respect thereto.

1.31 "Postcard Notice" means the Postcard Notice to be sent to Settlement Class Members substantially in the form attached hereto as Exhibit A-4, and which shall contain information relating to, among other things, how to access the Long Notice, how to access the Stipulation, and how to file a Proof of Claim (defined below).

1.32 "Proof of Claim" or "Claim Form" means the Proof of Claim and Release, substantially in the form attached hereto as Exhibit A-2.

1.33 "Released Claims" means any and all claims (including "Unknown Claims" as defined below), controversies, allegations, arguments, demands, losses, costs, interest, penalties, fees, attorneys' fees, expenses, rights, causes of action, actions, duties, obligations, judgments, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description whatsoever, whether known or unknown, direct or indirect, liquidated or unliquidated, representative, class, individual, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, whether in law or in equity, whether arising under federal, state, local, foreign, statutory, common, or administrative, or any other law, statute, rule or regulation, that were asserted or could have been asserted in the Action by Settlement Class Members and that arise out of, are based upon, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations, or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in, referred to, or made part of the Action. "Released Claims" also includes any and all claims arising out of, relating to, or in

connection with the defense, Settlement, or resolution of the Action (including Unknown Claims), except claims to enforce any of the terms of this Stipulation.

1.34 “Released Defendants’ Claims” means any and all claims (including “Unknown Claims” as defined below), controversies, allegations, arguments, demands, losses, rights, and causes of action of any nature whatsoever by the Released Defendants’ Parties or any of them against the Released Plaintiffs’ Parties, which arise out of or relate in any way to the institution, prosecution, assertion, settlement, or resolution of the Action, except for claims to enforce the Settlement.

1.35 “Released Defendants’ Parties” means the Individual Defendants and each and all of their Immediate Family Members, and their contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys (including Defendants’ Counsel and all other counsel who have represented any current or former Defendant in the Action), professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.

1.36 “Released Plaintiffs’ Parties” means (i) Plaintiffs and all Settlement Class Members, and (ii) each and all of their Immediate Family Members, and their respective general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys (including Plaintiffs’ Counsel and all other counsel who have represented any current or former plaintiff or proposed putative class in the Action), professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.

1.37 “SEC” means the U.S. Securities and Exchange Commission.

1.38 “Settlement” means the settlement and resolution of this Action pursuant to the terms set forth in this Stipulation.

1.39 “Settlement Amount” means the sum of U.S. \$5,750,000 (five million seven hundred fifty thousand U.S. dollars), to be deposited into an Escrow Account as set forth herein.

1.40 “Settlement Class” and “Settlement Class Members” mean all Persons and entities who purchased or acquired the publicly traded common stock of Lannett during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby. For purposes of the releases set forth herein, “Settlement Class” and “Settlement Class Members” shall include any Person purporting to assert a claim on behalf of any Settlement Class Member, or any Person asserting a claim based on a purchase or acquisition made by any Settlement Class Member. Excluded from the Settlement Class are the Individual Defendants, each of the Individual Defendants’ Immediate Family Members, Lannett, the officers and directors of the Company, at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors or assigns and any entity in which the Individual Defendants or Lannett have or had a controlling interest. Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom in accordance with the requirements set by the Court.

1.41 “Settlement Fund” means the Settlement Amount plus any interest or income earned thereon.

1.42 “Stipulation” means this Amended Stipulation of Settlement (of which these definitions are a part), including all of the exhibits hereto.

1.43 “Summary Notice” means the Summary Notice of the proposed Settlement and hearing for publication, substantially in the form attached hereto as Exhibit A-3.

1.44 “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including those referenced below, and including but not limited to any local, state, and federal taxes.

1.45 “Tax Expenses” means all expenses and costs incurred in connection with the operation and implementation of ¶3.9 and ¶3.10 below, including, without limitation, expenses of tax attorneys and/or accountants, and mailing and other ancillary costs and expenses or penalties relating to filing (or failing to file) the returns described in ¶3.9 and ¶3.10. Tax Expenses shall be paid out of the Settlement Fund.

1.46 “Unknown Claims” means any and all Released Claims against the Released Defendants’ Parties that any Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her, or its favor as of the time of their release, and any and all Released Defendants’ Claims against the Released Plaintiffs’ Parties that any Defendant does not know or suspect to exist in his, her or its favor at the time of their release, including, without limitation, those that, if known by such Plaintiff, Settlement Class Member, or Defendant, might have affected his, her, or its decision(s) with respect to the Settlement, including but not limited to whether or not to object to the Settlement or to the release of the Released Defendants’ Parties or to the release of the Released Plaintiffs’ Parties. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, each Plaintiff and each Defendant shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by Cal. Civ. Code §1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiffs, the Settlement Class Members, and Defendants shall expressly waive, shall be deemed to have waived, and by operation of the Final Judgment, upon the Effective Date, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiffs, the Settlement Class Members, and Defendants each acknowledge that they may hereafter discover facts in addition to or different from those which they or their counsel now know or believe to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but Plaintiffs, the Settlement Class Members, and Defendants shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, respectively, any and all Released Claims or Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement.

## 2. Releases and Scope and Effect of Settlement

2.1 The obligations incurred pursuant to this Stipulation shall be in full and final settlement and disposition of: (i) the Action against the Defendants; (ii) any and all Released Claims as against any and all Released Defendants' Parties; and (iii) any and all Released Defendants' Claims as against any and all Released Plaintiffs' Parties.

2.2 Upon the Effective Date of this Settlement, Plaintiffs and all Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have fully, finally, and forever waived, released, relinquished, dismissed, and discharged with prejudice any and all Released Claims against any and all Released Defendants' Parties, regardless of whether such Settlement Class Member executes and delivers a Proof of Claim or shares in the Net Settlement Fund.

(a) Upon the Effective Date of this Settlement, Plaintiffs and each and every Settlement Class Member, and anyone claiming through or on behalf of any of them, will be permanently and forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Released Claims (including Unknown Claims) against any of the Released Defendants' Parties, whether or not such Settlement Class Member executes and delivers a Proof of Claim or shares in the Net Settlement Fund.

(b) Upon the Effective Date of this Settlement, each of the Released Defendants' Parties shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released and discharged all Released Defendants' Claims against any and all Released Plaintiffs' Parties.

(c) The releases provided in this Stipulation shall become effective immediately upon occurrence of the Effective Date without the need for any further action, notice, condition or event.

**3. The Settlement Consideration; Qualified Settlement Fund; Establishment of Escrow Account**

3.1 In full and final settlement and disposition of the claims asserted in the Action and in consideration of the releases specified in ¶2.2(a) herein, Defendants shall deposit or cause to be deposited in the Escrow Account the Settlement Amount in accordance with instructions to be provided by the Escrow Agent or Plaintiffs' Counsel on or before fifteen (15) calendar days after the later to occur of: entry of the Notice Order; and the Escrow Agent or Plaintiffs' Counsel providing to Defendants' Counsel all information necessary to effectuate a transfer of funds to the Escrow Account, including, without limitation, wire transfer instructions (including bank name and ABA routing number, address, account name and number), payment address, and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number. Defendants' monetary obligations hereunder will be satisfied with regard to the payment of monies for the full and final settlement of claims, upon receipt by the Escrow Agent of the Settlement Amount from or on behalf of Defendants in accordance with instructions provided by the Escrow Agent. If payment is made by check, Defendants' monetary obligations hereunder will be satisfied after the check in the full Settlement Amount is received, clears, and the funds payable thereunder are available for the Escrow Agent to use.

3.2 If the entire Settlement Amount is not timely paid to the Escrow Agent in accordance with ¶3.1 above, Lead Counsel may terminate the Settlement, but only if: (i) Lead Counsel has notified Defendants' Counsel in writing of Lead Counsel's intention to terminate the Settlement, and (ii) the entire Settlement Amount is not transferred to the Escrow Account within five (5) calendar days after Lead Counsel has provided such written notice.

3.3 Plaintiffs, Plaintiffs' Counsel, and Settlement Class Members shall look solely to the Settlement Fund as satisfaction of all Released Claims. The Settlement Amount includes but is not limited to all Plaintiffs' attorneys' fees and expenses, any Court-approved award to any Plaintiff, all Plaintiffs' litigation costs, and all costs associated with providing Notice to the Settlement Class and administering the Settlement Fund and the settlement claims process, including, but not limited to, fees and costs incurred by the independent Claims Administrator (to be selected by Lead Counsel and appointed by the Court) in actually providing Notice. Defendants shall have no other obligation to pay or reimburse any fees, expenses, costs, liability, or damages whatsoever alleged or incurred by the Claims Administrator, by Plaintiffs, by any Settlement Class Member, or by any of their attorneys, experts, advisors, agents, or representatives with respect to the Action and Released Claims. Any award made by the Court pursuant to the Fee and Expense Application referred to in ¶5.1 herein shall be paid exclusively from the Settlement Fund; any agreement between or among Plaintiffs' Counsel to divide fees, expenses, costs, or interest shall be between or among such Plaintiffs' Counsel only; and neither Defendants, Released Defendants' Parties, nor Defendants' Counsel shall have any obligation with respect to any allocation between or among Plaintiffs' Counsel, or with respect to any payment to any Plaintiffs' Counsel, of any fees, expenses, costs, or interest. Plaintiffs and Settlement Class Members acknowledge that, as of the Effective Date, the releases and injunctions given herein shall become effective by operation of the Final Judgment and shall be permanent, absolute, and unconditional.

3.4 The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1. The Settlement Fund, less any Taxes and/or Tax Expenses already paid or incurred and any amounts already paid or incurred for Notice and Administration Expenses that have either been disbursed or are determined to be chargeable, plus any accrued interest thereon on a *pro rata* basis, shall revert as soon as possible to the

Person(s) making the deposits if the Settlement has not and cannot become effective for any reason, including by reason of a termination of the Settlement pursuant to ¶¶3.2 or 10.2-10.4 herein. The Settlement Fund includes any interest earned thereon.

3.5 The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Neither Defendants nor their insurers, nor any other Person or entity contributing to the Settlement Fund, shall have any ability to get back any monies paid under this Stipulation, or any interest earned thereon, once the Judgment becomes Final and all the conditions set forth in ¶10.1 herein have been satisfied.

3.6 The Settlement Fund shall be used to pay: Taxes; Tax Expenses; Notice and Administration Expenses; any Fee and Expense Award with any interest thereon, to the extent allowed by the Court; and any other attorney and administrative costs, fees, payments or awards subsequently approved by the Court, including any award to Plaintiffs. The balance of the Settlement Fund after the above payments shall constitute the Net Settlement Fund, which shall be distributed to the eligible Authorized Claimants as provided in ¶¶ 6.1-6.3 hereof.

3.7 Any portions of the Settlement Fund required to be held in escrow before the Effective Date shall be held in the Escrow Account. To the extent that payment of monies from the Settlement Fund is not paid out as authorized by this Stipulation or as otherwise ordered by the Court, all assets held in the Escrow Account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the Net Settlement Fund shall be distributed to eligible Authorized Claimants or returned pursuant to this Stipulation and/or further order of the Court.

3.8 The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation, upon order of the Court, or with the prior written agreement of Plaintiffs' Counsel and Defendants' Counsel. The Escrow Agent shall invest the Settlement

Fund in eligible investments, meaning obligations issued or guaranteed by the United States of America or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an Agency thereof, and the Escrow Agent shall reinvest the proceeds of these obligations or instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund, and neither the Released Defendants' Parties, Defendants, Defendants' Counsel, the Released Plaintiffs' Parties, Plaintiffs, nor Plaintiffs' Counsel shall have any responsibility or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

3.9 For the purpose of §1.468B of the Internal Revenue Code and the Treasury regulations thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described below) shall be consistent with this paragraph and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

3.10 All Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon Defendants, the Released Defendants' Parties, Defendants' Counsel, the Released Plaintiffs' Parties, Plaintiffs, or Plaintiffs' Counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal or state income tax purposes, and Tax Expenses incurred in the

operation of and implementation of this paragraph, shall promptly be paid out of the Settlement Fund by the Escrow Agent without prior order from the Court. In all events, the Released Defendants' Parties, Defendants, Defendants' Counsel, the Released Plaintiffs' Parties, Plaintiffs, and Plaintiffs' Counsel shall have no liability or responsibility whatsoever for Taxes or Tax Expenses. The Escrow Agent shall also be obligated to, and shall be responsible for, withholding from distribution to Settlement Class Members any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)). Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid out of the Settlement Fund without prior order from the Court. Neither the Released Defendants' Parties, Defendants, Defendants' Counsel, the Released Plaintiffs' Parties, Plaintiffs, nor Plaintiffs' Counsel shall have any liability with respect to or responsibility for any such Taxes or Tax Expenses, including any expenses or costs relating to Taxes or Tax Expenses. Defendants and Defendants' Counsel agree to cooperate with the Escrow Agent and the Escrow Agent's tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph, and shall use their reasonable efforts to seek to provide to the Escrow Agent all information that is both reasonably accessible to Defendants and/or Defendants' Counsel and necessary for the Escrow Agent to prepare and file tax returns and to comply with all applicable Treasury Regulations in connection with preparing and filing tax returns and paying Taxes.

3.11 Neither the Parties nor their respective counsel in the Action shall have any responsibility for or liability whatsoever with respect to: any act, omission or determination of the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; the Plan of Allocation;

the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; the payment or withholding of any Taxes, Tax Expenses, other expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns; and/or any loss suffered by, or fluctuation in value of, the Settlement Fund. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Plaintiffs' Parties, Plaintiffs, Plaintiffs' Counsel, Released Defendants' Parties, Defendants, and Defendants' Counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification).

#### **4. Administration**

4.1 The Claims Administrator shall administer and calculate the claims that shall be allowed and oversee distribution of the Settlement Fund subject to such supervision by Lead Counsel and/or the Court as the circumstances may require. The Claims Administrator shall be retained subject to the condition that it agrees to be subject to the jurisdiction of the Court with respect to the administration of the Settlement and the distribution of the Settlement Fund pursuant to the terms of this Stipulation. Defendants shall have no role in, or responsibility or liability for, the administration of the Settlement and shall have no liability to Plaintiffs, the Settlement Class, or any other Person in connection with, as a result of, or arising out of, such administration. The Claims Administrator will not make any distributions to Settlement Class Members from the Net Settlement Fund until the Judgment becomes Final and all the conditions described in ¶10.1 herein have been satisfied.

4.2 Notwithstanding that the Effective Date has not yet occurred, Lead Counsel may pay (or cause to be paid) from the Escrow Account the actual costs of Notice and Administration Expenses without further Court order, up to U.S. \$300,000 (three hundred thousand U.S. dollars). After the Effective Date, additional amounts actually incurred, totaling up to U.S. \$200,000 (two

hundred thousand U.S. dollars), may be transferred from the Settlement Fund to pay for any necessary additional administrative expenses without further order of the Court. Neither Defendants, the Released Defendants' Parties, Defendants' Counsel, the Released Plaintiffs' Parties, Plaintiffs, nor Plaintiffs' Counsel shall have any responsibility for, or any liability whatsoever with respect to, Notice to the Settlement Class or any Notice and Administration Expenses.

4.3 Defendants will cooperate in good faith in the class notice process and, for purposes of identifying and giving Notice to the Settlement Class, shall use reasonable efforts to assist with the process of providing to the Court-appointed Claims Administrator the last known names and addresses of all Persons or entities who, based on the records of Lannett and/or its successor entity, the transfer agent, the depositary bank, or others, are likely to be Settlement Class Members or nominees of Settlement Class Members. Any reasonable costs incurred in obtaining such name and address information are included within the meaning of the term "Notice and Administration Expenses" defined in ¶1.24 above and within the meaning of the term "litigation expenses" set forth in ¶5.1 below. Notwithstanding the foregoing, neither Defendants, the Released Defendants' Parties, nor Defendants' Counsel shall be obligated to pay any monies to obtain such name and address information. To the extent the transfer agent, the depositary bank, or any other entity requires or demands payment of any monies to prepare, compile, produce, and/or provide such name and address information to the Claims Administrator, Plaintiffs and/or Plaintiffs' Counsel shall be obligated to pay such monies, or to cause such monies to be paid from the Settlement Fund, and if paid by them, may thereafter seek reimbursement of such expenses from the Settlement Fund consistent with the terms of this Stipulation. Defendants otherwise shall, to the extent possible, make reasonable efforts to cooperate in obtaining and providing the applicable

records containing the Settlement Class information in electronic searchable form, such as Excel or other form acceptable to the Claims Administrator.

## 5. Fee and Expense Application

5.1 Lead Counsel will submit an application or applications (the “Fee and Expense Application”) to the Court for an award from the Settlement Fund of: (i) attorneys’ fees and the payment of litigation expenses incurred in connection with the prosecution of the Action, plus interest (if any) on such amounts awarded at the same rate as earned on the Settlement Fund until paid; and (ii) potential awards, pursuant to 15 U.S.C. §78u-4(a)(4), to one or more of the Plaintiffs, in connection with their representation of the Settlement Class. Any award of attorneys’ fees and expenses to any of Plaintiffs’ Counsel shall be payable from the Settlement Fund to Lead Counsel immediately upon entry by the Court of an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or potential for appeal or collateral attack on the Settlement or any part thereof. Lead Counsel may thereafter allocate such fees to Plaintiffs’ Counsel as Lead Counsel determines is appropriate, subject to each Plaintiffs’ Counsel’s (including their respective partners, shareholders, and/or firms) several obligation to repay those amounts to the Settlement Fund (together with interest accrued at the same net rate as may be earned by the Settlement Fund) if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed, or return of the Settlement Fund is required consistent with the provisions of ¶10.4 hereof. In such event, each respective Plaintiffs’ Counsel shall, within twenty-five (25) business days from the event which requires repayment of any portion of the Fee and Expense Award, refund to the Settlement Fund any portion of the Fee and Expense Award paid to it, together with any accrued interest, in an amount consistent with such reversal or reduction, as described above. Furthermore, Plaintiffs’ Counsel (including their respective partners, shareholders and/or firms) agree that they

remain subject to the continuing jurisdiction of the Court for the purpose of enforcing their obligation to repay required attorneys' fees and expenses to the Settlement Fund as provided in this paragraph. Without limitation, Plaintiffs' Counsel agree that the Court may, upon application of Defendants and notice to Plaintiffs' Counsel, issue orders, including, but not limited to, judgments and attachment orders, and may make appropriate findings of or sanctions for contempt, should Plaintiffs' Counsel fail timely to repay fees and expenses pursuant to this paragraph.

5.2 Neither Defendants, the Released Defendants' Parties, nor Defendants' Counsel shall have any responsibility for, nor any liability whatsoever with respect to, the allocation among Plaintiffs' Counsel or any other Person who may assert some claim thereto of any fee or expense award that the Court may make in the Action.

5.3 Neither Defendants, the Released Defendants' Parties, nor Defendants' Counsel shall have any responsibility for, nor any liability whatsoever with respect to, any payment of attorneys' fees or expenses to Plaintiffs' Counsel or any other Person who received payment from the Settlement Fund.

5.4 Defendants will take no position with respect to Plaintiffs' Counsel's request for an award of attorneys' fees, costs and expenses, or any Plaintiffs' request for an award for their service to the Settlement Class.

5.5 Notwithstanding any other provision of this Stipulation to the contrary, the procedure for allowance or disallowance by the Court of any Fee and Expense Application and any Fee and Expense Award to be paid out of the Settlement Fund are not part of the Settlement set forth in this Stipulation and are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement as set forth in this Stipulation, and shall have no effect on the terms of the Stipulation or the validity or enforceability of this Settlement. The approval of the Settlement and it becoming Final shall not be contingent on the

award of attorneys' fees and expenses, any award to Plaintiffs' Counsel or Plaintiffs, nor any appeals from such awards. Any order or proceeding relating to the Fee and Expense Application, or any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate, modify or cancel, or affect the enforceability of this Stipulation or the Settlement of the Action, or affect or delay the finality of the Judgment approving this Settlement or the releases contained herein or any other orders entered pursuant to this Settlement.

#### **6. Distribution to Authorized Claimants**

6.1 The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Loss as defined in the Plan of Allocation described in the Long Notice annexed hereto as Exhibit A-1, or in such other Plan of Allocation as the Court approves.

6.2 The Plan of Allocation set forth in the Long Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. The Plan of Allocation shall be prepared and proposed (subject to judicial approval) by Lead Counsel. Neither Defendants, the Released Defendants' Parties, nor Defendants' Counsel will have any involvement in or responsibility for preparing the Plan of Allocation and neither Defendants, the Released Defendants' Parties, nor Defendants' Counsel will take any position with respect to the proposed Plan of Allocation or such Plan of Allocation as may be approved by the Court. The Plan of Allocation, and any changes thereto, is a matter separate and apart from the Settlement between the Parties, and any decision by the Court concerning the Plan of Allocation, or any changes thereto, and any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate, modify or cancel, or affect the enforceability of this Stipulation, or affect or delay the validity or finality of the Judgment approving the Settlement.

6.3 Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Loss, as determined by the Claims Administrator pursuant to the Plan of Allocation, compared to the total Recognized Losses of all eligible Authorized Claimants, as determined by the Claims Administrator pursuant to the Plan of Allocation. Neither Defendants, the Released Defendants' Parties, nor Defendants' Counsel will have any involvement in or responsibility for reviewing or challenging claims and neither Defendants, the Released Defendants' Parties, nor Defendants' Counsel shall have any responsibility or liability for determining the allocation of any payments to any Settlement Class Members or for any other matters pertaining to the Plan of Allocation.

## 7. Administration of the Settlement

7.1 Within not less than ninety (90) calendar days after such time as set by the Court to mail the Postcard Notice to the Settlement Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form attached hereto as Exhibit A-2 and as approved by the Court, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim.

7.2 Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a valid Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment, and will be barred from bringing any action against Defendants, the Released Defendants' Parties, Defendants' Counsel, the Released Plaintiffs' Parties, Plaintiffs, and/or Plaintiffs' Counsel concerning the Released Claims. Notwithstanding the foregoing, Lead Counsel has the discretion (but not the obligation) to accept for processing late submitted claims so long as the distribution of the Net

Settlement Fund to Authorized Claimants is not materially delayed. No Person shall have any claim against any Plaintiffs, any Plaintiffs' Counsel or the Claims Administrator by reason of the exercise or non-exercise of such discretion.

7.3 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine, in accordance with this Stipulation and the approved Plan of Allocation, the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to ¶7.5 below.

7.4 Proofs of Claim that do not meet the submission requirements may be rejected. Before rejecting a Proof of Claim, in whole or in part, the Claims Administrator shall communicate with the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such deficiency notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of ¶7.5 below.

7.5 If any claimant whose timely claim has been rejected in whole or in part for a curable deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the deficiency notice required in ¶7.4 above, serve upon the Claims Administrator a written statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the claimant's request for review to the Court.

7.6 Without regard to whether a Proof of Claim is submitted or allowed, each claimant who declines to be excluded from the Settlement Class shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not limited to, all releases provided for herein and in the Judgment, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, and any other applicable laws or rules, provided that such investigation and discovery shall be limited to the claimant's status as a Settlement Class Member and the validity and amount of the claimant's claim. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement, and Defendants shall have no obligation to provide discovery.

7.7 No Person shall have any claim against Defendants or any of the Released Defendants' Parties (including any Defendants' Counsel), or against Plaintiffs or any of the Released Plaintiffs' Parties (including any Plaintiffs' Counsel), or the Claims Administrator, based on determinations or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

7.8 The Net Settlement Fund shall be distributed to Authorized Claimants substantially in accordance with the Plan of Allocation described in the Long Notice and approved by the Court. Following the Effective Date, and in accordance with the terms of the Stipulation, the Plan of Allocation, and any order(s) of the Court as may be applicable, the Net Settlement Fund shall be distributed by the Escrow Agent to Authorized Claimants without further order(s) of the Court. If there is any balance remaining in the Net Settlement Fund no earlier than six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), Lead Counsel shall request the Claims Administrator, if economically feasible, to redistribute such balance among Authorized Claimants in an equitable and economic fashion. These redistributions will be repeated until the balance remaining in the Net Settlement Fund is no

longer economically reasonable, in Lead Counsel's discretion, to distribute to Settlement Class Members. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated either to the Legal Aid of Southeastern Pennsylvania, Temple University Legal Aid Office, or to such other §501(c)(3) non-profit organization as may be deemed appropriate by the Court.

7.9 Except for Defendants' obligation to deposit the Settlement Amount into the Escrow Account, or cause it to be deposited, if applicable, neither Defendants, the Released Defendants' Parties, nor Defendants' Counsel shall have any liability, obligation, or responsibility for the administration of the Settlement, the payment or withholding of any Taxes, any allocation or payment to any Plaintiffs' Counsel of any fees, expenses, costs, or interest or any disbursement of the Settlement Fund. Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Lead Counsel reasonably deems to be formal or technical defects in any Proof of Claim submitted, including, without limitation, failure to submit a document by the submission deadline, in the interests of achieving substantial justice.

7.10 All proceedings with respect to the administration, processing, and determination of claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment. The Settlement Class, other claimants, and Parties to this Settlement (other than Defendants and the Released Defendants' Parties) expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations and enforcement of this Settlement.

7.11 The Net Settlement Fund shall be transferred by the Escrow Agent to the Claims Administrator, which shall thereafter distribute to, or for the account of, eligible Authorized Claimants, as the case may be, only after the Effective Date and after: (i) all claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole or in part,

have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all disputes (if any) with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom (if any) have been resolved or the time therefor has expired; and (iii) all matters with respect to the Fee and Expense Application have been resolved by the Court, all appeals therefrom have been resolved or the time therefor has expired.

#### **8. Terms of Order for Notice and Hearing**

8.1 Promptly after this Stipulation has been fully executed, the Plaintiffs shall submit the Stipulation together with its Exhibits to the Court and shall request (by motion or otherwise) that the Court enter the Notice Order, substantially in the form of Exhibit A attached hereto, which requests, *inter alia*: the preliminary approval of the Settlement as set forth in this Stipulation; the setting of deadlines for the mailing of the Postcard Notice, providing access to the Long Notice, and dissemination of the Summary Notice; the setting of deadlines for Settlement Class Members to submit Proofs of Claim, requests for exclusion from the Settlement Class (“opt-out” requests), or objections to the proposed Settlement, Plan of Allocation and/or the Fee and Expense Application (“Objections”); setting the date for the Settlement Hearing; approval of Lead Counsel’s recommended Claims Administrator and Escrow Agent; and approval of the form and content of the Long Notice, the Proof of Claim, the Summary Notice, and the Postcard Notice, respectively, substantially in the forms of Exhibits A-1, A-2, A-3, and A-4 attached to Exhibit A hereto. Defendants shall not oppose the motion.

8.2 Any Settlement Class Member who wishes to opt out of the Settlement must submit a timely written request for exclusion (including any required documentation) on or before the deadline for doing so set by the Court, in accordance with the Notice Order and the Notice (a “Request for Exclusion”). Requests for Exclusion on behalf of groups, including “mass” or “class” opt-outs, are not permitted. Any Settlement Class Member who does not submit a timely and valid

written Request for Exclusion will be bound by all Court proceedings, orders, and judgments, whether or not he, she, or it timely submits a Proof of Claim. Requests for Exclusion are subject to investigation and discovery regarding the validity and amount of the claims for which the Request for Exclusion is being made.

8.3 Any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement or to any aspect of the Plan of Allocation or the Fee and Expense Application must do so in the manner specified and within the deadlines specified in the Notice Order and the Notice.

8.4 As part of the motion or application for entry of the Notice Order, Plaintiffs shall request that the Court hold the Settlement Hearing, on a date to occur at least twenty-one (21) calendar days after the deadline(s) referenced in ¶8.2 and ¶8.3 above for Settlement Class Members to submit any Requests for Exclusion or Objections.

8.5 Plaintiffs shall request, and Defendants shall not oppose any request, that the postmark deadline for submitting Requests for Exclusion from this Settlement and the date for filing Objections be set at least sixty (60) calendar days after the date for the Claims Administrator to mail the Postcard Notice and email the Long Notice as set forth in the Notice Order. The Claims Administrator shall promptly notify Lead Counsel and Defendants' Counsel upon receipt of any Requests for Exclusion or Objections.

## **9. Terms of Judgment; Dismissal of the Action**

9.1 Following the issuance of Notice, Plaintiffs shall file with the Court a motion for final approval of the Settlement and entry of a Judgment, substantially in the form annexed hereto as Exhibit B.

**10. Effective Date of Settlement, Waiver or Termination**

10.1 The Effective Date of this Settlement shall be the date when all of the following events shall have occurred:

- (a) the Court has entered the Notice Order in all material respects;
- (b) the full amount of the Settlement Amount has been deposited into the Escrow Account pursuant to ¶3.1;
- (c) Plaintiffs have not exercised their option, if applicable, to terminate this Settlement pursuant to ¶3.2;
- (d) Defendants have not exercised their option to terminate this Settlement pursuant to ¶10.3 and the Supplemental Agreement (defined below), and the option to do so has expired in accordance with the terms of this Stipulation and the Supplemental Agreement; and
- (e) Following issuance of Notice to the Settlement Class, entry by the Court of the Judgment that approves the Settlement, and such Judgment has become Final.

10.2 Plaintiffs and Defendants, through their respective counsel, shall, in each of their respective discretions, but in all events subject to ¶10.4 herein, have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“Termination Notice”) to all other Parties hereto within thirty (30) calendar days of: the Court’s Final non-appealable refusal to enter the Notice Order in any material respect; the Court’s Final non-appealable refusal to approve this Stipulation or any material part of it; the Court’s Final non-appealable refusal to enter the Judgment in any material respect, including refusing to dismiss the Action with prejudice; the date on which the Judgment is modified or reversed by any higher court in any material respect; the entry of the Court’s Final non-appealable order finding that any Party failed to abide, in a material respect, with the terms of this Stipulation; or the failure of the Effective Date to occur for any reason.

10.3 Defendants shall have the option, in their sole discretion, to terminate this Settlement if a particular confidential threshold is reached with respect to opt outs from this Settlement. Plaintiffs and Defendants have entered into a separate Supplemental Agreement (the “Supplemental Agreement”) describing the procedure and threshold, which shall be binding as if set forth herein. The Supplemental Agreement will not be filed with the Court unless required by Court rule or unless and until a dispute as between Plaintiffs and Defendants concerning its interpretation or application arises. If submission of the Supplemental Agreement is ordered by the Court, or is otherwise submitted to the Court, the parties to the Supplemental Agreement will seek to have it submitted to the Court *in camera* or filed under seal, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to preserve the confidentiality of the Supplemental Agreement, particularly the confidential threshold.

10.4 Except as otherwise provided herein, in the event the Settlement is terminated in accordance herewith, the Judgment is vacated, or the Effective Date fails to occur for any reason, then the Parties shall be deemed to have reverted to their respective statuses and positions in the Action as of the date of this Stipulation, and the fact and terms of the Settlement shall not be admissible in any trial of the Action, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Stipulation had not been entered, and any portion of the Settlement Amount previously paid by or on behalf of Defendants, together with any interest earned thereon (and re-payment of any attorneys’ Fee and Expense Award referred to in ¶5.1 hereof), less any actual and reasonable costs of Notice and Settlement Administration incurred and any Taxes and/or Tax Expenses paid or due, shall be returned as soon as possible, and in any event within thirty (30) business days after the date of the event causing such termination or order vacating the Judgment that is not subject to appeal, to the party, insurer or other entity that contributed the funds. If the

Stipulation shall be terminated, or be canceled, or shall not become effective for any reason, neither the Plaintiffs nor any of Plaintiffs' Counsel shall have any obligation to repay any amounts actually and properly disbursed to the Settlement Class as provided in this Stipulation (for the avoidance of doubt, the funding of the Escrow Account does not constitute a disbursement for purposes of the foregoing sentence). At the request of any insurer or other entity that contributed any funds to the Escrow Account, the Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, to the insurer or other entity that contributed any funds to the Escrow Account pursuant to written direction from said insurer or other entity that contributed any funds to the Escrow Account, as applicable.

**11. No Admissions; Inadmissibility of Stipulation Except for Certain Purposes**

11.1 Defendants have denied and continue to deny that they have made or committed any act, statement, or omission giving rise to any liability and/or violation of law, and state that they are entering into this Settlement solely to eliminate the burden and expense of further litigation. Accordingly, the Parties agree that this Stipulation, whether or not consummated, including any and all of its terms, provisions, exhibits and prior drafts, and any negotiations or proceedings related or taken pursuant to it (including any arguments proffered in connection therewith):

(a) Shall not be offered, received, or construed against any Defendant as evidence of, or evidence supporting a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing whatsoever, the deficiency of any defense that has been or could have been asserted, or the validity or infirmity of any claim or defense that was or could have been asserted in the Action, or in any way referred to for any other reason as against any Defendant, in any arbitration proceeding or any civil, criminal, or administrative action or

proceeding, other than for the purposes of effectuating the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court and becomes effective pursuant to its terms, a Defendant may refer to it to effectuate the liability protection granted them hereunder;

(b) Shall not be argued to be, nor used or construed as evidence of, or evidence supporting, any presumption, concession, or admission by any Defendant of the truth of any allegations by Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation or proceeding;

(c) Shall not be argued to be, nor used or construed as evidence of, or evidence supporting, a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Defendant, or against Plaintiffs or any Settlement Class Member as evidence of any infirmity in the claims of Plaintiffs and the Settlement Class; and

(d) Shall not be construed as evidence of, or evidence supporting, a presumption, concession, or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceedings other than this Settlement.

11.2 Plaintiffs assert and continue to assert that they had a good faith basis to bring the claims they brought in the Action. Accordingly, the Parties agree that this Stipulation, whether or not consummated, including any and all of its terms, provisions, exhibits, and prior drafts, and any negotiations or proceedings related or taken pursuant to it shall not be offered or received against any Plaintiff as evidence of, or evidence supporting, any presumption, concession, or admission against any Plaintiff or any Settlement Class Member that any of their claims are without merit, or

that any defenses asserted by any Defendant have any merit, or that damages recoverable under any Complaint filed in the Action would not have exceeded the Settlement Fund.

11.3 Notwithstanding the foregoing, Defendants, Plaintiffs, Settlement Class Members, and/or the Released Defendants' Parties and Released Plaintiffs' Parties may file the Stipulation and/or the Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, injunction, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, or brought to enforce the Settlement or this Stipulation.

## **12. Miscellaneous Provisions**

12.1 All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

12.2 The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by any Plaintiff and/or Settlement Class Member against the Defendants and/or Released Defendants' Parties with respect to the Released Claims. Accordingly, Plaintiffs and Defendants agree, and Released Defendants' Parties and Released Plaintiffs' Parties shall be deemed to agree, not to assert or pursue any claim in any forum that the Action was brought by Plaintiffs or defended by Defendants, and/or that any Party acted, in bad faith or without a reasonable basis in bringing, defending, or litigating this Action. The Parties further agree, and Released Defendants' Parties and Released Plaintiffs' Parties shall be deemed to agree, not to assert or pursue in any forum that any Party violated Rule 11 of the Federal Rules of Civil Procedure and/or any other applicable laws, rules, statutes or regulations, and that the Action was filed in good faith in accordance with the Private Securities Litigation Reform Act of 1995 (the "PSLRA"). The Parties agree, and Released Defendants' Parties and Released Plaintiffs'

Parties shall be deemed to agree, that the Action was resolved in good faith following arm's-length bargaining, in full compliance with applicable requirements of good faith litigation under the Exchange Act, Rule 11 of the Federal Rules of Civil Procedure and/or the PSLRA, including through a mediation process supervised and conducted by a mediator highly experienced in complex securities litigation, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses. In all events, Lead Plaintiff and its counsel and Defendants and their counsel shall not make, and Released Defendants' Parties and Released Plaintiffs' Parties shall be deemed not to make, any accusations of wrongful or actionable conduct by any of the Parties concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged. The proposed Judgment will contain a statement reflecting that the Parties complied with Rule 11 of the Federal Rules of Civil Procedure and all other applicable laws, rules, statutes or regulations, and that the Action was filed in good faith in accordance with the PSLRA. Plaintiffs, Defendants, and their counsel shall not make any applications for sanctions, pursuant to Rule 11 or any other applicable rule, code, or statute, with respect to any claims or defenses in the Action.

12.3 This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their respective successors-in-interest.

12.4 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

12.5 Intentionally deleted by the Parties.

12.6 The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

12.7 This Stipulation and its exhibits, and the Supplemental Agreement, constitute the entire agreement among the Parties hereto concerning the Settlement of the Action, and no representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation and its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

12.8 This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of the Parties hereto. No assignment shall relieve any Party hereto of obligations hereunder.

12.9 Plaintiffs and Lead Counsel represent and warrant that the Plaintiffs are Settlement Class Members and that none of the Plaintiffs' claims or causes of action against one or more Defendants in the Action, or referred to in this Stipulation, or that could have been alleged against one or more Defendants in the Action in connection with their purchase of Lannett securities, have been assigned, encumbered, conveyed, given, granted, or in any manner transferred in whole or in part.

12.10 The construction, interpretation, operation, effect, and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the laws of the State of Pennsylvania, without regard to conflicts of laws, except to the extent that federal law requires that federal law governs, and in accordance with the laws of the United States.

12.11 This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

12.12 All counsel and any other Person executing this Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority

to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

12.13 Subject to the other provisions set forth in this Stipulation, the Parties agree that they shall use their best efforts and take all necessary steps to consummate the Settlement contemplated herein, and the Parties and their respective counsel agree to cooperate reasonably with one another in seeking judicial approval of the Notice Order, the Stipulation and the Settlement, and the Judgment, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final judicial approval of the Settlement.

12.14 The Released Defendants' Parties (apart from Defendants) and the Released Plaintiffs' Parties (apart from UPRRS and Ironworkers) are intended third-party beneficiaries of this Stipulation. The Parties to this Stipulation intend for those third-party beneficiaries to be able to enforce the terms of this Stipulation as if they were parties to this Stipulation.

12.15 Pending approval of the Court of this Stipulation, all Parties shall cooperate in seeking a stay or postponement of (or the equivalent of a stay or postponement of) all non-settlement related proceedings in the Action.

12.16 Nothing in this Stipulation, or the negotiations related thereto, is intended to be, or shall be deemed to, constitute a waiver of any applicable privilege or immunity, including, without limitation, the attorney-client privilege, common-interest privilege, joint-defense privilege, or work-product protection.

12.17 This Stipulation may be executed in one or more counterparts, and facsimile or scanned signatures shall have the same force and effect as original signatures, and the exchange of fully executed copies of this Stipulation may similarly be effectuated by pdf/email to the email addresses shown below for the Parties' respective counsel. All executed counterparts and each of them shall be deemed to be part of one and the same instrument.

12.18 The Parties reserve the right to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Stipulation.

12.19 The Parties and their counsel represent that they will not encourage or otherwise influence (or seek to influence) any Settlement Class Members to request exclusion from, or object to, the Settlement.

12.20 Plaintiffs, Plaintiffs' Counsel, and the attorneys, staff, experts, and consultants assisting them in this Action agree that (a) they will not intentionally assist or cooperate with any person or entity in the pursuit of legal action related to the subject matter of this Action against Defendants and/or the Released Defendants' Parties, (b) they will not intentionally assist or cooperate with any person or entity seeking to publicly disparage or economically harm Defendants and/or the Released Defendants' Parties with respect to any matter relating to the subject matter of this Action, and (c) they will not discuss any confidential matters related to this Action or the Settlement with anyone.

12.21 Subject to the terms and conditions of the Protective Order entered in this Action (ECF No. 111) and the rules of this Court, all agreements by, between, or among the Parties, their counsel, and their other advisors as to the confidentiality of information exchanged between or among them shall remain in full force and effect, and shall survive the execution and any termination of this Stipulation and the final consummation of the Settlement, if finally consummated, without regard to any of the conditions of the Settlement.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized undersigned attorneys, effective as of the date set forth below.

Dated: December 4, 2025

/s/ Lawrence D. Levit

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*Liaison Counsel for the Class*

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

JOHN UTESCH, Individually and on Behalf of All  
Others Similarly Situated,

Civil Action No. 2:16-cv-05932-WB

Plaintiff(s),

v.

Judge Wendy Beetlestone

LANNETT COMPANY, INC., ARTHUR P.  
BEDROSIAN, and MARTIN P. GALVAN,

Defendants.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' AMENDED UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,  
FOR ISSUANCE OF NOTICE TO THE SETTLEMENT CLASS,  
AND FOR SCHEDULING OF SETTLEMENT HEARING**

WHEREAS, (a) Lead Plaintiff University of Puerto Rico Retirement System (“UPRRS”) and plaintiff Ironworkers Locals 40, 361 & 417 Union Security Funds (“Ironworkers”), on behalf of themselves and the Settlement Class (defined below) (collectively, the “Plaintiffs”); and (b) defendants Arthur P. Bedrosian and Martin P. Galvan (the “Defendants,” and at times herein, the “Individual Defendants,” and, together with Plaintiffs, the “Parties”), have entered into the Amended Stipulation of Settlement, dated December 4, 2025 (the “Stipulation”)<sup>1</sup>, which is subject to review under Rule 23 of the Federal Rules of Civil Procedure (“FRCP”) and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the claims alleged in the above-captioned class action (the “Action”); and

WHEREAS, the Court having read and considered the Stipulation, the exhibits thereto, and the related submissions, and finding that substantial and sufficient grounds exist for entering this Order; and the Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that:

1. Upon consideration of Plaintiffs’ Amended Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 296) (the “Motion”), the Motion is GRANTED as set forth herein.

2. The Settlement Class has the same definition as the class previously certified by the Court, consisting of all persons and entities who purchased or acquired the publicly traded common stock of Lannett Company, Inc. (“Lannett” or the “Company”) during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby. Excluded from the Settlement Class are the Individual Defendants, each of the Individual Defendants’ Immediate

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings set forth in the Stipulation.

Family Members, Lannett, the officers and directors of the Company, at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors, or assigns and any entity in which the Individual Defendants or Lannett have or had a controlling interest.<sup>2</sup> Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom in accordance with the requirements set by the Court.

3. The Court finds that: (a) the Settlement resulted from good faith, arm's-length negotiations conducted with the assistance of an independent mediator, David M. Murphy, Esq., who has extensive experience in mediating class action litigations of this type; and (b) the terms of the proposed Settlement are sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class Members and the scheduling of a Settlement Hearing to be held following the issuance of such notice.

4. The Court therefore preliminarily approves the Stipulation and the Settlement set forth therein, subject to further consideration at the Settlement Hearing.

5. The Court hereby schedules the Settlement Hearing to be held before the Court for April 16, 2026, at 12:30 p.m. at the United Stated District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Courtroom 10-A, Philadelphia, PA 19106 for the following purposes:

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<sup>2</sup> On August 12, 2021, the Court certified this Action as a class action on behalf of a class consisting of all persons and entities who purchased or acquired the publicly traded common stock of Lannett during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby. *See ECF Nos. 197 & 198.* The Court also appointed UPRRS and Ironworkers as Class Representative and Abraham, Fruchter & Twersky, LLP ("AF&T") as Class Counsel. ECF No. 198 at 2. On April 18, 2023, the Court's class certification decision was upheld on appeal by the United States Court of Appeals for the Third Circuit. *University of Puerto Rico Retirement System v. Lannett Co., Inc., et al.*, 2023 WL 2985120 (3d Cir. Apr. 18, 2023).

- (a) to determine finally whether the Settlement is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court;
- (b) to determine whether the proposed Order and Final Judgment, which is Exhibit B to the Stipulation that is attached as Exhibit 1 to the Declaration of Lawrence D. Levit in Support of Plaintiffs' Amended Unopposed Motion for Preliminary Approval of Class Action Settlement, for Issuance of Notice to the Settlement Class, and for Scheduling of Settlement Hearing, should be entered, thereby dismissing the Action on the merits and with prejudice, and effectuating the Released Plaintiffs' Parties release of the Released Claims and the Released Defendants' Parties release of the Released Defendants' Claims, as set forth in the Stipulation;
- (c) to determine finally whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund should be approved by the Court as fair and reasonable;
- (d) to consider Plaintiffs' Counsel's Fee and Expense Application for an award of attorneys' fees and expenses (and any requested awards to Plaintiffs);
- (e) to consider any properly submitted objections or requests to "opt out" received by the Court; and
- (f) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to modify this Order to provide that the Settlement Hearing be held remotely, including by dial-in conference call or video-conferencing means. Should the Court enter such a modification, Class Counsel are hereby ordered to cause the Claims Administrator to promptly provide prominent notice of such modification (including relevant details and instructions as to how Settlement Class Members may dial in or log in and, to the extent applicable, to be heard at the Settlement Hearing) on a website to be established by the Claims Administrator in this matter for the purposes of facilitating the dissemination of the Notice and other information about this Action (the "Settlement Website").

7. The Court also reserves the right to adjourn the Settlement Hearing to a later date or time without further notice to the Settlement Class Members other than entry of an Order on the Court's docket (provided that the time or the date of the final Settlement Hearing shall not be set

at a time or date earlier than the time and date set forth in ¶ 5 above). In such event, however, Class Counsel are directed to instruct the Claims Administrator to post notice of any such adjournment on the Settlement Website.

8. Following the Settlement Hearing, the Court reserves the right to approve the Settlement without modification, or with such modifications as the Parties may agree, without further notice, and to enter its Order and Final Judgment approving the Settlement and dismissing the Action on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses and Plaintiffs' request for payment for their representation of the Settlement Class.

9. The Court approves the form, substance, and requirements of: (a) the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Long Notice"); (b) the Summary Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses; (c) the Postcard Notice; and (d) the Proof of Claim and Release (the "Proof of Claim"), all of which are exhibits to the Stipulation.

10. The Court finds that Class Counsel have the authority to enter into the Settlement on behalf of the Settlement Class and to act on behalf of the Settlement Class as to all acts or consents that are required by or may be given pursuant to the Stipulation, or that are reasonably necessary to consummate the Settlement.

11. For settlement purposes only, A.B. Data is appointed as the Claims Administrator to supervise and administer the notice procedure and the processing of claims.

12. In full and final settlement of the claims asserted in the Action and in consideration of the releases specified in the Stipulation, Defendants shall deposit or cause to be deposited the Settlement Amount in accordance with instructions to be provided by the Escrow Agent or Class

Counsel on or before fifteen (15) calendar days after the later to occur of: entry of this Order; and the Escrow Agent or Class Counsel providing to Defendants' Counsel all information necessary to effectuate a transfer of funds to the Escrow Account, including without limitation, wire transfer instructions (including bank name and ABA routing number, address, account name and number), payment address, and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number. Within ten (10) days from the filing of the Stipulation with the Court, Class Counsel shall send Defendants' Counsel an encrypted e-mail containing complete particulars for payment by wire transfer or, if payment is to be made by check, instructions regarding payee, delivery, and addressee information, and a W-9. If the entire Settlement Amount is not timely paid into the Escrow Account in accordance with the above, Class Counsel may terminate the Settlement, but only if: (i) Class Counsel has notified Defendants' Counsel in writing of Class Counsel's intention to terminate the Settlement, and (ii) the entire Settlement Amount is not transferred to the Escrow Account within five (5) calendar days after Class Counsel has provided such written notice.

13. In accordance with ¶ 4.3 of the Stipulation, to the extent they have not already done so, Defendants shall use reasonable efforts to assist with the process of providing to the Claims Administrator the last known names and addresses of all Persons or entities who, based on the records of Lannett and/or its successor entity, the transfer agent, the depositary bank, or others, are likely to be Settlement Class Members or nominees of Settlement Class Members, for the purpose of assisting the Claims Administrator in identifying and giving notice to the Settlement Class. Defendants shall, to the extent possible, use reasonable efforts to cooperate in obtaining and providing the applicable records containing the Settlement Class information in electronic searchable form, such as Excel or other form acceptable to the Claims Administrator.

14. Class Counsel, through the Claims Administrator, shall make all reasonable efforts to give notice to nominees or custodians who purchased or acquired Lannett common stock during the Class Period as record owners but not as beneficial owners. Such nominees or custodians shall, within ten (10) calendar days of receipt of the Postcard Notice or the Long Notice and Proof of Claim, either (i) request copies of the Postcard Notice sufficient to mail the Postcard Notice to all beneficial owners for whom they are a nominee or custodian, and within ten (10) calendar days after receipt thereof send copies to each such beneficial owner; (ii) provide the Claims Administrator with lists of the names, last known addresses, and email addresses (to the extent known) of such beneficial owners, in which event the Claims Administrator shall promptly deliver the Postcard Notice or the Long Notice and Proof of Claim to such beneficial owners; or (iii) request an electronic copy of the Summary Notice or a link to the Long Notice and Proof of Claim and email the Summary Notice or the link to the Long Notice and Proof of Claim in electronic format to each such beneficial owner. Nominees or custodians who elect to email the Summary Notice or the Long Notice and Proof of Claim or send the Postcard Notice to their beneficial owners shall send a written certification to the Claims Administrator confirming that the emailing and/or mailing has been made as directed. Additional copies of the Postcard Notice shall be made available to any nominee or custodian requesting same for the purpose of distribution to beneficial owners. Upon full and timely compliance with these directions, the Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses incurred in providing Notice to beneficial owners, which expenses would not have been incurred except for the sending of such Notice, and subject to further order of this Court with respect to any dispute concerning such reimbursement, up to a maximum of \$0.03 plus postage at the pre-sort postage rate used by the Claims Administrator per Postcard Notice actually mailed; \$0.03 per Summary Notice or Long Notice and Proof of Claim link emailed; or \$0.03 per

name, address, and email address provided to the Claims Administrator. Such properly documented expenses actually incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund.

15. The Claims Administrator shall cause the Postcard Notice or the Long Notice and Proof of Claim (the “Claims Package”), substantially in the forms annexed hereto: (i) to be mailed, where disseminating the Postcard Notice, by first class mail, postage prepaid, within twenty-five (25) calendar days after entry of this Order, to all Settlement Class Members who can be identified with reasonable effort, including nominees or custodians who purchased or acquired Lannett common stock as record owners but not as beneficial owners; or (ii) to be emailed, where disseminating the Claims Package, along with a link to the Claims Administrator’s website, within twenty-five (25) calendar day after entry of this Order, to all Settlement Class Members for whom email addresses may be obtained with reasonable effort. For all Postcard Notices or Claims Packages returned as undeliverable, the Claims Administrator shall use its best efforts to locate updated addresses.

16. Class Counsel, through the Claims Administrator, shall cause the Stipulation and its exhibits, this Order, and a copy of the Long Notice and Proof of Claim to be posted on the Settlement Website to be established by the Claims Administrator within twenty-five (25) calendar days after entry of this Order.

17. Class Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on the *PRNewswire* and in print once in *Investor’s Business Daily* within twenty (20) business days of entry of this Order.

18. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for the Defendants, and file with the Court, proof of the mailing of the Postcard

Notice, emailing of the Claims Package, publication of the Summary Notice, and posting of the required documents on the Settlement Website, as required by this Order.

19. The forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the FRCP, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons and entities entitled thereto, and are reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise the Settlement Class Members of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

20. All reasonable fees and expenses incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid as set forth in the Stipulation. If the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs, Plaintiffs' Counsel, nor the Claims Administrator shall have any obligation to repay any amounts actually and properly disbursed or properly incurred from the Settlement Fund, except as provided in the Stipulation. Class Counsel, the Escrow Agent or their representatives are authorized and directed to prepare any Tax returns and any other Tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

21. If the Settlement becomes effective, then to be eligible to participate in any recovery from the Net Settlement Fund, each Settlement Class Member must take the following actions and be subject to the following conditions:

(a) Within ninety (90) calendar days after the deadline set by the Court for the Claims Administrator to email the Claims Package, along with a link to the Claims Administrator's website, to the Settlement Class (*see ¶ 14*), each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a properly completed Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and accompanied by adequate supporting documentation for the transactions reported therein as specified in the Proof of Claim, or by such other supporting documentation as is deemed adequate by the Claims Administrator; if the person executing the Proof of Claim is acting in a representative capacity, a certification of his or her current authority to act on behalf of the Settlement Class Member must be provided with the Proof of Claim;

(b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement as set forth therein, but will, in all other respects, be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Judgment, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Released Claims against the Released Defendants' Parties. Notwithstanding the foregoing, Class Counsel may, in its discretion

(a) accept for processing late submitted claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed; and (b) waive what Class Counsel deems

to be *de minimis* or technical defects in any Proof of Claim submitted. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or Settlement. No Person shall have any claim against any Plaintiff, Plaintiffs' Counsel, or the Claims Administrator by reason of any exercise of discretion with respect to such late-submitted or technically deficient claims;

(c) Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first class mail) provided such Proof of Claim is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice;

(d) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded twenty (20) calendar days from the date of the deficiency letter or rejection letter to cure such deficiency if it shall appear that such deficiency may be cured. If any claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the claimant must, within twenty (20) calendar days from the date of mailing of the notice of such rejection, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court; and

(e) Pursuant to and as part of the completion and submission of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing of the Proof of Claim.

22. Settlement Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund but will in all other respects be subject to and bound by the terms of the Stipulation and the Judgment, if entered and if the Settlement becomes effective, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Released Claims against the Released Defendants' Parties.

23. Settlement Class Members shall be bound by all determinations and judgments in this Action whether favorable or unfavorable, unless such Persons timely and validly request exclusion from the Settlement Class, as hereinafter provided. A Settlement Class Member wishing to make such request for exclusion shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is postmarked no later than March 13, 2026 (the "Exclusion Deadline"), to the address for the Claims Administrator listed in the Long Notice. To be valid, an exclusion request must clearly (a) state the name, address, phone number, and any e-mail contact information of the Person seeking exclusion, (b) state that the sender "requests to be excluded from the Settlement Class in *Utesch v. Lannett Company, Inc., et al.*, No. 16-5932-WB (E.D. Pa.)" and (c) state (i) the date, price, and number of shares of Lannett common stock that he, she, or it purchased or acquired during the Class Period; (ii) the number of shares of Lannett common stock that he, she, or it held at the opening of trading on July 15, 2014 and at the close of

trading on January 30, 2018; and (iii) if he, she, or it sold or disposed of any shares of Lannett common stock, the dates of those sales or dispositions, the number of shares of Lannett common stock sold or disposed of and the price received for each sale and disposition. To be valid, exclusion requests must be submitted with documentary proof of (i) each purchase or acquisition and each sale or disposition of shares of Lannett common stock, providing the date of each transaction and the price paid or received; and (ii) the Person's status as a beneficial owner of the shares of Lannett common stock at issue. Any such request for exclusion must be signed and submitted by the beneficial owner. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or is otherwise accepted by the Court. The supporting documentation shall be in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Class Counsel. Group opt-outs, including "mass" or "class" opt-outs, are not permitted. The Claims Administrator and/or Class Counsel may contact any Person filing a request for exclusion, or their attorney, to discuss the exclusion and may seek information as to the transactions at issue from the Person requesting exclusion.

24. The Claims Administrator shall provide copies of all requests for exclusion and materials submitted therewith (including untimely requests and revocations of requests) to Defendants' Counsel and to Class Counsel via electronic mail within three business days of receipt, and in any event not fewer than twenty-one (21) calendar days prior to the Settlement Hearing or on receipt if received within twenty-one (21) calendar days of the Settlement Hearing. The Settlement Class will not include any Person who delivers a valid and timely request for exclusion, unless such timely request for exclusion is thereafter validly and timely revoked or retracted pursuant to paragraph 23 hereof.

25. Any Person who submits a request for exclusion may thereafter submit to the Claims Administrator, Class Counsel, Defendants' Counsel, or the Court a written revocation of that request for exclusion, provided that it is received no later than five (5) business days before the Settlement Hearing, in which event that Person will be included in the Settlement Class. All Persons who submit a valid, timely, and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

26. The Court will consider objections to the Settlement, the Plan of Allocation, awards to representative Plaintiffs, and the Fee and Expense Application, provided, however, that, absent further order of the Court, no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or Plan of Allocation or, if approved, the Judgment, or any other order relating thereto, unless that Person has filed his, her, or its objection(s) (and any supporting papers and briefs) with the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, *and* served copies of such materials no later than March 13, 2026, to each of the following:

Lawrence D. Levit  
 ABRAHAM, FRUCHTER & TWERSKY, LLP  
 450 Seventh Avenue, 38<sup>th</sup> Floor  
 New York, NY 10123  
 Email: [llevit@aftlaw.com](mailto:llevit@aftlaw.com)

Nathan Huddell  
 FOX ROTHSCHILD LLP  
 2001 Market Street, Suite 1700  
 Philadelphia, PA 19103  
 Email: [nhuddell@foxrothschild.com](mailto:nhuddell@foxrothschild.com)

To be valid, an objection must set forth: (1) the Settlement Class Member's name, address, email address, and telephone number, (2) documents sufficient to prove the Settlement Class Member's membership in the Settlement Class, including a list of all purchases, acquisitions, sales, and dispositions of shares of Lannett common stock, showing the dates and prices thereof, (3) all grounds for the Settlement Class Member's objection, including any legal and evidentiary support known to the Settlement Class Member and/or his, her, or its counsel, (4) the name, address, email

address, and telephone number of the Settlement Class Member's counsel, if any, and (5) the number of times the Settlement Class Member and/or his, her, or its counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the caption, case number, and jurisdiction of each such case, and the name of the issuer of the security or seller of the product or service at issue in each case. The objection must be signed by the objector, even if the objection is filed by counsel for the objector. Attendance at the Settlement Hearing is not necessary but Persons wishing to be heard orally in opposition to approval of the Stipulation, Plan of Allocation, awards to representative Plaintiffs, and/or the Fee and Expense Application must state in their written objection that they intend to appear at the Settlement Hearing, and must identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. If an objector hires an attorney to represent him, her, or it for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court by no later than March 13, 2026. Settlement Class Members need not appear at the Settlement Hearing or take any other action to show their approval.

27. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner prescribed above shall: be deemed to have waived all such objections; be forever foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, any Judgment approving the Settlement, and any orders approving the Plan of Allocation, awards to representative Plaintiffs, or the Fee and Expense Application; be bound by all the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the Action; and be foreclosed from appealing from any judgment or order entered in this Action.

28. All papers in support of the Settlement, Plan of Allocation, awards to representative Plaintiffs, and/or the Fee and Expense Application shall be filed and served no later than thirty-five (35) calendar days before the Settlement Hearing.

29. Any submissions filed in response to any objections or in further support of the Settlement, Plan of Allocation, awards to representative Plaintiffs, and/or Fee and Expense Application shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

30. Defendants, their counsel, their Insurers, and other Released Defendants' Parties shall have no responsibility for, or liability with respect to, the Plan of Allocation, or the Fee and Expense Application (including any payments to the representative Plaintiffs) submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

31. Pending final determination of whether the Settlement should be approved, Plaintiffs, Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Claims against any of the Released Defendants' Parties. Unless and until the Stipulation is cancelled and terminated pursuant to its terms, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order of the Court.

32. All funds held by the Escrow Agent shall be deemed to be in the custody of, and subject to the jurisdiction of, the Court until such time as such funds are either distributed or returned pursuant to the Stipulation and/or further order(s) of the Court.

33. Neither this Order, nor the Stipulation (including the Settlement as defined therein) nor any act performed or document executed pursuant to or in furtherance of the Settlement:

(a) Shall be offered, received, or construed against any Defendant as evidence of, or as evidence supporting a presumption, concession, or admission with respect to, any liability, negligence, fault, or wrongdoing, the deficiency of any defense that has been or could have been asserted, or the validity or infirmity of any claim that was or could have been asserted in the Action, or in any way referred to for any other reason as against any Defendant, in any arbitration proceeding or any civil, criminal, or administrative action or proceeding, other than for the purposes of effectuating the provisions of the Stipulation; provided, however, that if the Stipulation is approved by the Court and becomes effective pursuant to its terms, a Defendant may refer to it to effectuate the liability protection granted to him or it thereunder, and nothing in this Settlement shall restrict the ability of any Party hereto to advocate in favor or against the applicability of any offset to any claims asserted in any other action based on any amount paid herein;

(b) Shall be construed as evidence of, or evidence supporting any presumption, concession, or admission by any Defendant of the truth of, any allegations by Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation or proceeding;

(c) Shall be construed as evidence of, or evidence supporting, a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Defendant, or against Plaintiffs or any Settlement Class Member as evidence of any infirmity in the claims of Plaintiffs and the Settlement Class; or

(d) Shall be construed as evidence of, or evidence supporting, a presumption, concession, or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceedings other than this Settlement.

34. If the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any party to the Action, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, the Released Defendants' Parties, or the Released Plaintiffs' Parties, and each Plaintiff and Defendant shall be restored to his, her, or its respective litigation positions as they existed immediately prior to the execution of the Stipulation.

35. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

DATED: \_\_\_\_\_

HON. WENDY BEETLESTONE  
UNITED STATES DISTRICT JUDGE

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

JOHN UTESCH, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiff(s),

v.

LANNETT COMPANY, INC., ARTHUR P.  
BEDROSIAN, and MARTIN P. GALVAN,

Defendants.

Civil Action No. 2:16-cv-05932-WB

Judge Wendy Beetlestone

**CLASS ACTION**

NOTICE OF (I) PENDENCY OF CLASS  
ACTION AND PROPOSED  
SETTLEMENT; (II) SETTLEMENT  
HEARING; AND (III) MOTION FOR  
ATTORNEYS' FEES AND LITIGATION  
EXPENSES

EXHIBIT A-1

If you purchased or acquired the publicly traded common stock of Lannett Company, Inc. (“Lannett or the “Company”) during the period from July 15, 2014 and October 31, 2017, inclusive, and were damaged thereby, you could receive a payment from a proposed class action settlement (the “Settlement”).

***A United States District Court authorized this Notice. This is not attorney advertising.***

- The Settlement, subject to judicial approval, will resolve a putative securities class action captioned *Utesch v. Lannett Company, Inc., et al.*, No. 16-5932-WB (E.D. Pa.) (the “Action”), pending in the United States District Court for the Eastern District of Pennsylvania (the “Court”). The Action concerns whether Defendants (defined below) violated the federal securities laws by misrepresenting and/or omitting material facts concerning whether Lannett’s generic drugs were being sold in a competitive market, and the potential impact of investigations into industry price-fixing agreements, which allegedly had the effect of artificially inflating the price of Lannett common stock during the Class Period (defined below).
- Defendants deny all allegations of wrongdoing, fault, liability, or damage asserted by Plaintiffs. Defendants also deny that Plaintiffs or any other members of the Settlement Class (defined below) (each, a “Settlement Class Member”) have suffered damages or were harmed by the conduct alleged in the Action. The Parties therefore disagree on whether investors are entitled to any recovery at all, and on the monetary amount of any potential award of damages if investors prevailed at trial.
- “Defendants” refers to Arthur P. Bedrosian and Martin P. Galvan and, at times herein, will include Lannett when referring to a period during which Lannett was still a Defendant in this Action.
- “Plaintiffs” refers to University of Puerto Rico Retirement System and Ironworkers Locals 40, 361 & 417 Union Security Funds, on behalf of themselves and the Settlement Class.
- The Court will hold a Settlement Hearing on April 16, 2026, at 12:30 p.m. to decide whether to approve the Settlement. The Settlement provides for Defendants to pay or cause to be paid \$5,750,000 (the “Settlement Amount”). The Net Settlement Fund – consisting of the Settlement Amount plus interest (net of taxes) earned thereon, *minus* Notice and Administration Expenses, Court-approved attorneys’ fees and expenses, and any Court-approved service awards to Plaintiffs – shall be used to pay the claims of investors who purchased or acquired Lannett common stock during the Class Period and were damaged thereby, and who submit timely and acceptable Proof of Claim forms.
- Your recovery will depend on the number of shares of Lannett common stock you, and other Settlement Class Members who file claims, purchased and sold, and the prices at which you, and the other Settlement Class Members who file claims, purchased and sold those shares. If claims are submitted for 100% of the eligible shares of Lannett common stock, the estimated average recovery per share of common stock will be approximately \$0.16 per share before deduction of Court-approved fees, expenses, any awards to Plaintiffs, and costs of notice and claims administration. This estimate reflects only the average recovery per outstanding share of common stock. It is not an estimate of the actual

QUESTIONS? Please call 1- 877-316-0186 or go to [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com) Page 1

recovery you should expect. Your actual recovery will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased, acquired, and sold shares of common stock, the purchase, acquisition, and sales prices, and the total number of claims filed. *See Plan of Allocation on page \_\_\_\_\_ below for more detail.*

- To claim your share of the Settlement, you must submit a valid Proof of Claim and Release form (“Proof of Claim” or “Claim Form”) by \_\_\_\_\_, 2026.
- Plaintiffs’ Counsel will submit a Fee and Expense Application – covering all attorneys’ fees and expenses – asking the Court for an award of attorneys’ fees of up to one-third of the Settlement Fund, after the deduction of Court-awarded litigation expenses, and payment of up to \$1,375,000 in litigation expenses. Plaintiffs’ Counsel have expended considerable time and effort litigating the claims at issue on a fully contingent-fee basis, and have advanced all litigation expenses, in the expectation that if they succeeded in obtaining a recovery for the Settlement Class they would be paid from such recovery. The attorneys’ fees and request for payment of litigation expenses are estimated to average approximately \$0.079 per share. If approved by the Court, these amounts will be paid from the Settlement Fund. The Fee and Expense Application may also include a request for up to an aggregate total of \$30,000 in awards to Plaintiffs for their service to the Settlement Class.
- The Court has not yet approved the Settlement. Payments on valid claims will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- Your legal rights are affected whether or not you act. Please read this Notice carefully.

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM</b>	The only way to be eligible to get a payment is to submit a Proof of Claim. Proofs of Claim must be postmarked or submitted online by _____, 2026. <i>See response to question 11 below.</i>
<b>EXCLUDE YOURSELF</b>	You will receive no payment if you exclude yourself from the Settlement. However, this is the only option that allows you to ever be part of any other lawsuit against the Defendants or Released Defendants’ Parties regarding the legal claims in this case. Requests for exclusion must be postmarked by March 13, 2026. <i>See response to question 14 below.</i>
<b>OBJECT</b>	You may write to the Court to object to the Settlement, the Plan of Allocation, the request for attorneys’ fees, costs, and expenses, and/or any request for awards to Plaintiffs. In doing so, you may express your reasons for objecting. You will still be a member of the Settlement Class even if you file an objection. Objections must be filed by March 13, 2026. <i>See response to question 19 below.</i>

<b>GO TO THE HEARING</b>	You may ask to speak in court during the Settlement Hearing. Requests to speak must be filed by March 13, 2026. <i>See</i> responses to questions 21-23 below.
<b>DO NOTHING</b>	If you do nothing, you will not receive any payment and you will not be able to ever be part of any other lawsuit regarding the legal claims in this case.

## INQUIRIES

***Please do not contact the Court about this Notice.*** All inquiries about this Notice, the Proof of Claim, or other questions by Settlement Class Members should be directed to the Court-appointed Claims Administrator – A.B. Data – or to one of the below-listed Plaintiffs’ Counsel:

<i>Utesch v. Lannett Company, Inc., et al.</i>	Mitchell M.Z. Twersky, Esq.
A.B. Data	Lawrence D. Levit, Esq.
PO Box 173112	ABRAHAM, FRUCHTER & TWERSKY, LLP
Milwaukee, WI 53217	450 Seventh Avenue,
Tel: 1-877-316-0186	38th Floor
	New York, NY 10123
	Tel: (212) 279-5050
	mtwersky@aftlaw.com
	llevit@aftlaw.com

## BASIC INFORMATION

### 1. Why did I get this Notice?

You or someone in your family may have purchased or otherwise acquired shares of Lannett common stock during the Class Period. Receipt of this Notice does not mean that you are a member of the Settlement Class or that you will be entitled to receive a payment. The Parties do not have access to your individual investment information. If you wish to be able to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice.

### 2. What is this Action about?

The proposed Settlement will resolve all claims asserted in the Action, which was brought on behalf of a class of investors in the shares of Lannett during the Class Period. In general, the Action alleges that Defendants violated the federal securities laws because they made allegedly material misrepresentations and/or omissions about the generic drug market, whether Lannett was aware that drug prices were not being set in a competitive market, and the potential impact on Lannett of investigations into purported industry price-fixing agreements. Defendants have denied and continue to deny to the fullest extent possible each, any, and all allegations of wrongdoing, fault, liability, or damage whatsoever asserted in the Action. Defendants believe all of the statements identified in the lawsuit were materially accurate when made and that they genuinely believed, and had a reasonable basis to believe, that they were accurate.

### 3. What has happened so far in the Action?

After filing the first case on November 16, 2016 on behalf of persons other than Defendants who purchased Lannett common stock between September 12, 2013 and November 3, 2016, amended complaints were filed, including the Second Amended Consolidated Complaint filed on December 14, 2017, which Defendants moved to dismiss. On July 31, 2018, the Court granted that motion to dismiss but granted Plaintiffs leave to amend. On September 21, 2018, Plaintiffs filed a Third Amended Consolidated Complaint (the “Complaint”). Defendants moved to dismiss that Complaint on November 21, 2018. On May 15, 2019, the Court denied Defendants’ motion to dismiss.

The Parties then commenced formal discovery and Defendants produced tens of thousands of pages of documents to Plaintiffs. The Parties had a number of disputes concerning discovery and on October 20, 2020, the Court appointed a Special Master to address discovery and other pretrial matters. On October 1, 2020, Plaintiffs filed a motion for class certification. Defendants opposed that motion, and after a Court hearing, the Court granted the motion for class certification on August 12, 2021.

Defendants appealed the Court’s class certification order to the United States Court of Appeals for the Third Circuit (the “Third Circuit”), and on November 22, 2021 filed a motion to stay the Court’s proceedings pending a decision by the Third Circuit on their appeal of the Court’s class certification order. The motion to stay was denied but Defendants separately moved for a stay in the Third Circuit, which granted Defendants’ motion to stay on January 11, 2022.

On April 18, 2023, the Third Circuit affirmed the Court’s class certification order. On or about May 2, 2023, Lannett and certain of its affiliates each filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). On or about June 8, 2023, the Bankruptcy Court entered an order confirming the Joint Prepackaged Chapter 11 Plan that Lannett and the other debtors had submitted. On October 11, 2023, the Parties entered into an agreement and filed a Joint Stipulation and Order dismissing Lannett from the Action, which the Court signed on that date.

On January 22, 2024, the Court entered a Scheduling Order providing for, among other things, a fact discovery deadline of April 3, 2024, and an expert discovery deadline of July 24, 2024, which expert discovery deadline was subsequently extended until August 9, 2024. On September 18, 2024, Defendants filed a motion for summary judgment and a motion to exclude the opinions of Chad Coffman, Plaintiffs’ damages expert. Plaintiffs opposed those motions. During this time period, the Parties began discussing efforts to resolve the Action. The Parties agreed to participate in a mediation session and selected David M. Murphy, Esq., an experienced mediator with Phillips ADR Enterprises, as mediator. A mediation session was held on December 17, 2024, and the Parties subsequently reached an agreement to settle this Action.

#### **4. Why is this a class action?**

In a class action, one or more persons called “plaintiffs” sue on behalf of all persons who have similar claims. All of the persons with similar claims are referred to as a “class.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

#### **5. Why is there a settlement?**

The Court has not decided the claims at issue in favor of Plaintiffs or Defendants. Instead, after negotiations conducted with the assistance of a neutral and experienced mediator, the Plaintiffs and the Defendants agreed to a negotiated settlement based on the mediator's proposed terms. The \$5,750,000 Settlement allows both sides to avoid the risks and cost of further lengthy and complex litigation, while allowing recovery for the Settlement Class now in exchange for a release of all "Released Claims" against any of the "Released Defendants' Parties" (defined in the response to question 13 below).

After taking into account the uncertainties, risks, and likely costs and expenses of further litigation, Plaintiffs and their counsel believe that the Settlement is fair, reasonable, and in the best interests of the Settlement Class Members. The Defendants have denied and continue to deny all the claims asserted in the Action, but recognize that further litigation could prove lengthy and expensive, and therefore also agreed to settle and finally resolve this Action on the terms set forth in the Amended Stipulation of Settlement (the "Stipulation").

## WHO IS INCLUDED IN THE SETTLEMENT?

### 6. How do I know if I am included in or affected by the Settlement?

The "Settlement Class" includes all persons or entities, except those who are excluded as described below, who purchased or acquired the publicly traded common stock of Lannett during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby (collectively, "Settlement Class Members").

### 7. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are the Individual Defendants, each of the Individual Defendants' Immediate Family Members, Lannett, the officers and directors of the Company, at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors or assigns and any entity in which the Individual Defendants or Lannett have or had a controlling interest. Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom in accordance with the requirements set by the Court.

### 8. What if I am still not sure if I am included?

If you are still not sure if you are included, you can ask for free help. You can contact the Claims Administrator by calling 1-877-316-0186, or by writing to it at the address listed on page    above.

## WHAT ARE THE SETTLEMENT'S BENEFITS?

### 9. What does the Settlement provide?

Defendants have agreed to pay or cause to be paid U.S. \$5,750,000 in cash (the "Settlement Amount") into a settlement fund (the "Settlement Fund") for the benefit of the Settlement Class. If the Settlement is approved by the Court and becomes effective, the Net Settlement Fund – consisting of: (a) the Settlement Amount plus interest (net of taxes) earned thereon, *minus* (b) Notice and Administration Expenses, Court-approved plaintiffs' attorneys' fees and expenses, and

any Court-approved awards to Plaintiffs – will be allocated among all “Authorized Claimants” (*i.e.*, among those eligible Settlement Class Members who timely submit valid Claim Forms). Notice and Administration Expenses include the costs of printing and mailing this Notice and the costs of claims administration and processing. Distribution to Authorized Claimants will be made according to a plan of allocation (*see* “Proposed Plan of Allocation of Net Settlement Fund Among Settlement Class Members” at pages \_\_\_ below) to be approved by the Court.

In return, if the Settlement is approved and becomes effective, the Action will be dismissed, and all Settlement Class Members who have not excluded themselves from the Settlement Class will be deemed to have waived, released, relinquished and forever discharged with prejudice all Released Claims against all Defendants and the other “Released Defendants’ Parties”, whether or not such Settlement Class Members submit a Claim Form. *See also* response to question 13 below.

#### **10. How much will my payment be?**

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the total number of shares of common stock purchased or acquired by Authorized Claimants, the prices paid for those shares, and whether any of those shares were sold and the price of any sales. Payments will be calculated on a *pro rata* basis, meaning that the Net Settlement Fund will be divided among all Authorized Claimants and distributed accordingly. You will not receive a payment, however, if your proportionate share of the Net Settlement Fund is less than \$10.00. Distributions will not be made until after (a) the deadline for submitting Claim Forms has passed, and (b) the Claims Administrator has finished processing, reviewing, and verifying the validity of all Claim Forms received.

If there is any balance remaining in the Net Settlement Fund after at least six months from the date of the initial distribution of the Net Settlement Fund, if economically feasible, that balance (after payment of any outstanding administrative fees or expenses) shall be re-distributed among Authorized Claimants who cashed their initial payments in an equitable and economic fashion. Thereafter, any remaining balance will be donated to the Legal Aid Society of Southeastern Pennsylvania, Temple University Legal Aid Office, or to such other §501(c)(3) non-profit organization as may be deemed appropriate by the Court.

You can calculate your Recognized Claim under the formula contained in the proposed Plan of Allocation. *See* “Proposed Plan of Allocation” below. The payment you receive will reflect your Recognized Claim in relation to the Recognized Claims of all persons submitting valid Claim Forms. Because the total of all Recognized Claims is expected to exceed the amount of the Net Settlement Fund, your Recognized Claim is *not* the amount of the payment that you will receive, but will (together with all other Settlement Class Members’ Recognized Claim amounts) be used to calculate your (and other Authorized Claimants’) *pro rata* share of the Net Settlement Fund.

#### **11. How can I get a payment?**

To qualify for a payment, you must be an eligible Settlement Class Member and submit a timely and valid Claim Form.

A Claim Form is enclosed with this Notice, and may also be downloaded from the Settlement website, [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com). Read the instructions carefully, fill

out the form, include *copies* of all requested documents, sign the form, and either (a) submit it online no later than \_\_\_\_\_, 2026, or (b) mail it so that it is postmarked no later than \_\_\_\_\_, 2026 to the following address:

*Utesch v. Lannett Company, Inc., et al.,*  
 c/o A.B. Data  
 PO Box 173112  
 Milwaukee, WI 53217  
[www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com)

#### **12. When would I get my payment?**

The Court will hold a Settlement Hearing on April 16, 2026, at 12:30 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals afterwards. It also takes time for all the Proofs of Claim to be processed. Please be patient.

#### **13. What am I giving up to get a payment or to stay in the Settlement Class?**

Unless you timely and validly exclude yourself from the Settlement Class by the March 13, 2026 deadline, if you fit within the definition of the Settlement Class, then you will continue to be a Settlement Class Member, which means that you cannot sue, continue to sue, or be part of any other lawsuit that brings any of the Released Claims (including the claims asserted in the Action) against any of the Defendants or other Released Defendants' Parties (as defined below). It also means that you will be bound by all of the Court's orders in the Action. If you remain a Settlement Class Member, and if the Settlement is approved, you and your "Released Plaintiffs' Parties" (as defined in the Stipulation) will give up all "Released Claims" (as defined below), including "Unknown Claims" (as defined below), that you may have against the Released Defendants' Parties.

- "Released Claims" means any and all claims (including "Unknown Claims" as defined below), controversies, allegations, arguments, demands, losses, costs, interest, penalties, fees, attorneys' fees, expenses, rights, causes of action, actions, duties, obligations, judgments, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description whatsoever, whether known or unknown, direct or indirect, liquidated or unliquidated, representative, class, individual, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, whether in law or in equity, whether arising under federal, state, local, foreign, statutory, common, or administrative, or any other law, statute, rule or regulation, that were asserted or could have been asserted in the Action by Settlement Class Members and that arise out of, are based upon, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations, or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in, referred to, or made part of the Action. "Released Claims" also includes any and all claims arising out of, relating to, or in connection with the defense, Settlement, or resolution of the Action (including Unknown Claims), except claims to enforce any of the terms of the Stipulation.

- “Released Defendants’ Parties” means the Individual Defendants and each and all of their Immediate Family Members, and their contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys (including Defendants’ Counsel and all other counsel who have represented any current or former Defendant in the Action), professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.
- “Unknown Claims” means any and all Released Claims against the Released Defendants’ Parties that any Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her, or its favor as of the time of their release, and any and all Released Defendants’ Claims against the Released Plaintiffs’ Parties that any Defendant does not know or suspect to exist in his, her, or its favor at the time of their release, including, without limitation, those that, if known by such Plaintiff, Settlement Class Member, or Defendant, might have affected his, her or its decision(s) with respect to the Settlement, including but not limited to whether or not to object to the Settlement or to the release of the Released Defendants’ Parties or to the release of the Released Plaintiffs’ Parties. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, each Plaintiff and each Defendant shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by Cal. Civ. Code §1542, which provides:

**“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

Plaintiffs, the Settlement Class Members, and Defendants shall expressly waive, shall be deemed to have waived, and by operation of the Final Judgment, upon the Effective Date, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiffs, the Settlement Class Members, and Defendants each acknowledge that they may hereafter discover facts in addition to or different from those which they or their counsel now know or believe to be true with respect to the subject matter of the Released Claims or Released Defendants’ Claims, but Plaintiffs, the Settlement Class Members, and Defendants shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, respectively, any and all Released Claims or Released Defendants’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and

Settlement Class Members shall be deemed to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement and you want to keep any right you may have to sue or continue to sue the Defendants or the other Released Defendants' Parties on your own about the claims being released in this Settlement, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself, or "opting out," from the Settlement Class. **Please Note:** If you decide to exclude yourself from the Settlement Class, there is a risk that any lawsuit you may file to pursue claims alleged in the Action may be dismissed, including because the suit is not filed within the applicable periods for filing suit. Defendants have the option to terminate the Settlement if requests for exclusion exceed an agreed-upon threshold.

#### **14. How do I get out of the proposed Settlement?**

To exclude yourself from the Settlement Class, you must mail a letter stating that you "request exclusion from the Settlement Class in *Utesch v. Lannett Company, Inc., et al.*, No. 16-5932-WB." To be valid, the letter must state (a) your name, address, telephone number, and e-mail address (if any); (b) the date, price, and number of publicly traded shares of Lannett common stock purchased or acquired, by you or someone acting on your behalf, during the period from July 15, 2014 and October 31, 2017, inclusive, and any sale transactions, and (c) the number of shares of Lannett common stock held by you at the opening of trading on July 15, 2014 and at the close of trading on January 30, 2018. In order to be valid, such request for exclusion must be submitted with appropriate documentary proof (i) of each purchase and, if applicable, sale transaction of Lannett common stock, and (ii) demonstrating your status as a beneficial owner of the Lannett common stock. The documentary proof can be in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Class Counsel. Any request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must submit your exclusion request by mail or other carrier so that it is **postmarked no later than March 13, 2026 at:**

*Utesch v. Lannett Company, Inc., et al.*  
**EXCLUSIONS**  
 c/o A.B. Data  
 PO Box 173112  
 Milwaukee, WI 53217

You cannot exclude yourself from the Settlement Class by telephone, fax or e-mail. If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the judgment in this case.

#### **15. If I do not exclude myself, can I sue the Defendants or the other Released Defendants' Parties for the same thing later?**

No. Unless you exclude yourself by following the instructions above, you give up any rights to sue any of the Defendants or Released Defendants' Parties for the claims being released in this Settlement. If you have a pending lawsuit against any Defendant or other Released Defendants' Party, speak to your lawyer in that case immediately to determine if you have to exclude yourself from the Settlement Class in *this* matter to continue your own lawsuit. Remember, the exclusion deadline is **March 13, 2026**.

#### **16. If I exclude myself, can I get money from the proposed Settlement?**

No. If you exclude yourself, you may not send in a Proof of Claim to ask for any money.

### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer in this case?**

The Court has appointed Abraham, Fruchter & Twersky, LLP, a firm experienced in litigating securities class actions, as Lead Counsel to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **18. How will the lawyers be paid?**

Plaintiffs' Counsel will ask the Court to award them attorneys' fees from the Settlement Amount in an amount not to exceed one-third (33 $\frac{1}{3}$ %) of the Settlement Amount, after the deduction of Court-awarded litigation expenses, and for payment of their expenses in an amount not to exceed \$1,375,000, plus interest on such fees and expenses at the same rate as may be earned by the Settlement Fund.

The attorneys' fees and expenses requested – which will cover all Plaintiffs' attorneys' fees and expenses in the Action – will be the only payment that Plaintiffs' Counsel will receive for their work in achieving the Settlement and for the risks they took in representing the Settlement Class in this matter on a wholly contingent basis. To date, they have not been paid anything for their work, nor have they received any payment for the expenses they have advanced. The fees and expenses requested will compensate Plaintiffs' Counsel for their work in obtaining the Settlement Fund for the Settlement Class. In addition, the Plaintiffs may apply for awards for their service in representing the Settlement Class, which awards in the aggregate will not exceed \$30,000. Settlement Class Members are not personally responsible for any such fees, expenses or awards. The Court determines what Plaintiffs' counsel should receive from the Settlement Fund for fees and expenses and the size of any awards made to Plaintiffs.

### **OBJECTING TO THE SETTLEMENT**

#### **19. How do I tell the Court that I object to the proposed Settlement?**

If you are a Settlement Class Member, you can object to the Settlement, Plan of Allocation, Plaintiffs' Counsel application for attorneys' fees and expenses, and any proposed awards to Plaintiffs.

To object, you must file a written objection (together with any papers or briefs in support of the objection) with the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, at the address listed below **on or before March 13, 2026**. Your objections must state that you object to the proposed Settlement in *Utesch v. Lannett Company, Inc., et al.*, No. 16-5932-WB. Your written objection must (a) include your name, address, email address, daytime telephone number, and your signature, (b) be accompanied by *copies* of documents showing the date(s), price(s), and amount(s) of all shares of Lannett common stock that you purchased or acquired during the period from July 15, 2014 and October 31, 2017, inclusive, and/or later sold (in order to show your membership in the Settlement Class), and (c) include the name, address, email address, and telephone number of your counsel, if any. Your objection must also state all grounds for your objection, and attach copies of any evidentiary materials you wish the Court to consider. The objection must be signed by the objector, even if it is filed by your counsel. Attendance at the Settlement Hearing is not necessary to object, but if you wish to speak in support of your objection at the Settlement Hearing (*see* response to question 23 below) you must also state in your objection that you intend to do so.

**Importantly**, you must also mail or deliver copies of any objections and supporting materials to **each** of the following at the addresses listed below so they are **postmarked no later than March 13, 2026**:

The Court	Plaintiffs' Counsel	Defendants' Counsel
Clerk of the Court United States District Court Eastern District of Pennsylvania 601 Market Street Philadelphia, PA 19106	Lawrence D. Levit, Esq. ABRAHAM, FRUCHTER & TWERSKY, LLP 450 Seventh Avenue 38 <sup>th</sup> Floor New York, NY 10123	Nathan Huddell, Esq. FOX ROTHSCHILD LLP Two Commerce Square 2001 Market Street Suite 1700 Philadelphia, PA 19103

#### 20. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. You may submit a Claim Form even if you object. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. Nor can you submit a Claim Form. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

#### THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend, and you may ask to speak, but you do not have to.

#### 21. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing on April 16, 2026, at 12:30 p.m. at the United States District Court, James A. Byrne United States Courthouse, 601 Market Street, Courtroom 10-A, Philadelphia, PA 191060. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate and should be approved; whether an Order and Final Judgment as provided in the Amended Stipulation of Settlement should be entered; and whether the proposed Plan of Allocation should be approved. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much should be awarded to Plaintiffs' Counsel for attorneys' fees and expenses, and whether to approve any requested awards to Plaintiffs for their service to the Settlement Class.

***The Court may change the date and time of the Settlement Hearing without further notice being sent to Settlement Class Members, or it may provide that the hearing be held by telephone or video connection.*** If you want to attend the hearing, you should check the Settlement website ([www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com)) or with Plaintiffs' Counsel beforehand to be sure that the date, time, and/or manner of the hearing have not changed.

#### **22. Do I have to come to the hearing?**

No. Plaintiffs' Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

#### **23. May I speak at the hearing?**

If you object to the Settlement, Plan of Allocation, or any aspect of the Fee and Expense Application, you may also ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see question 19 above) a statement that you "intend to appear" at the Settlement Hearing, and you must also identify in your statement any witnesses you may call to testify, and attach copies of any exhibits you intend to introduce into evidence at the Settlement Hearing. You cannot speak at the hearing if you exclude yourself.

#### **IF YOU DO NOTHING**

#### **24. What happens if I do nothing at all?**

If you do nothing, you will get no money from the Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of another lawsuit against Defendants or the Released Defendants' Parties that asserts any of the claims being released in the Settlement. Settlement Class Members who do not submit valid and timely Claim Forms shall be barred from receiving any payments from the Settlement, but they will in all other respects be subject to and bound by the terms of the Stipulation and any Judgment entered, including the releases set forth therein.

## GETTING MORE INFORMATION

### **25. Are there more details about the proposed Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You may review and download a copy of the Stipulation (and other documents relating to the Action) at the Settlement website, [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com). You may also request a copy of the Stipulation and additional Claim Forms from the Claims Administrator by phone, email, or mail using the contact information provided on page    above. A complete set of the pleadings and other court filings in the Action is also available for inspection during regular business hours at the Office of the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 191060, or at the Court's website.

***\*\*PLEASE DO NOT TELEPHONE THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE\*\****

## **PROPOSED PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG SETTLEMENT CLASS MEMBERS**

The Plan of Allocation seeks to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the Recognized Loss formulas described below. A Recognized Loss will be calculated for each eligible share of Lannett common stock you purchased or otherwise acquired. Any orders modifying the Plan of Allocation will be posted at [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com).

For purposes of determining the amount an Authorized Claimant may recover from the Net Settlement Fund, Lead Counsel has consulted with a damages expert to assist in preparing the following Plan of Allocation, which reflects an equitable method to distribute the Net Settlement Fund based on an assessment of the damages that Settlement Class Members are estimated to have suffered as a result of the conduct alleged in the Complaint and is subject to Court approval or modification without further notice:

The Settlement Class means all persons or entities who purchased or otherwise acquired the publicly traded common stock of Lannett during the period from July 16, 2014 and October 31, 2017, inclusive, and who were damaged thereby.

The recovery for each eligible Lannett common share purchased or acquired by a Settlement Class Member who timely submits a valid Proof of Claim (an "Authorized Claimant") will be based on the Recognized Loss for that security as calculated in accordance with the criteria set forth below. A person or entity who would otherwise be a Settlement Class Member but who submits a Request for Exclusion will **not** be deemed an Authorized Claimant and will **not** receive any distribution from the Net Settlement Fund. The Recognized Loss calculated for each Authorized Claimant in accordance with the criteria set forth below will be used for calculating that Authorized Claimant's pro rata interest in the Net Settlement Fund and any distributions made to Authorized Claimants therefrom. An Authorized Claimant's pro rata interest in the Net Settlement Fund will be equal to

QUESTIONS? Please call 1- 877-316-0186 or go to [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com) Page 13

its calculated Recognized Loss as a percentage of the aggregate Recognized Loss of all Authorized Claimants.

It is estimated that the gross recovery of \$5.75 million will result in an average recovery of \$0.16 per eligible Lannett common share (over a total of approximately 35.8 million shares) if valid and timely Proof of Claims are submitted for all eligible Lannett common shares.

#### **A. Calculation of Recognized Losses on Eligible Lannett Common Shares**

For each eligible Lannett common share purchased or otherwise acquired during the period from July 16, 2014 and October 31, 2017, inclusive, the Recognized Loss shall be based on the Inflation per Share amounts as set forth in the following Table A-1 below and/or otherwise determined in accordance with the loss limitation rules set forth in sections A.1–4 below. For each eligible Lannett common share, the Purchase Price shall be the amount paid (excluding fees and expenses) and the Sale Price shall be the amount received (before paying fees and expenses). If a Recognized Loss amount calculates to a negative number or zero under the criteria below, that Recognized Loss amount will be deemed to be zero.

**Table A-1: Calculation of Recognized Inflation per Share per Eligible Lannett Common Share Based on Relevant Dates of Purchase and Sale**

<b>Period</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Inflation Per Share</b>
1	7/16/14	11/5/14	\$ 13.29
2	11/6/14	12/8/14	\$ 11.00
3	12/9/14	11/2/16	\$ 6.43
4	11/3/16	11/3/16	\$ 1.30
5	11/4/16	10/30/17	\$ 1.69
6	10/31/17	10/31/17	\$ (1.44)
7	11/1/17	Thereafter	\$ 0.00

**Table A-2: Look-Back Average Price Table**

<b>Date</b>	<b>Average Look-Back Price</b>
10/31/2017	\$ 19.90
11/1/2017	\$ 20.73
11/2/2017	\$ 20.83
11/3/2017	\$ 20.80
11/6/2017	\$ 20.88
11/7/2017	\$ 21.48
11/8/2017	\$ 22.01
11/9/2017	\$ 22.34
11/10/2017	\$ 22.48

11/13/2017	\$ 22.65
11/14/2017	\$ 22.77
11/15/2017	\$ 22.87
11/16/2017	\$ 22.95
11/17/2017	\$ 23.02
11/20/2017	\$ 23.07
11/21/2017	\$ 23.16
11/22/2017	\$ 23.30
11/24/2017	\$ 23.53
11/27/2017	\$ 23.65
11/28/2017	\$ 23.80
11/29/2017	\$ 23.90
11/30/2017	\$ 24.02
12/1/2017	\$ 24.22
12/4/2017	\$ 24.40
12/5/2017	\$ 24.60
12/6/2017	\$ 24.77
12/7/2017	\$ 24.89
12/8/2017	\$ 25.01
12/11/2017	\$ 25.13
12/12/2017	\$ 25.25
12/13/2017	\$ 25.37
12/14/2017	\$ 25.45
12/15/2017	\$ 25.52
12/18/2017	\$ 25.58
12/19/2017	\$ 25.61
12/20/2017	\$ 25.63
12/21/2017	\$ 25.61
12/22/2017	\$ 25.57
12/26/2017	\$ 25.54
12/27/2017	\$ 25.51
12/28/2017	\$ 25.47
12/29/2017	\$ 25.41
1/2/2018	\$ 25.37
1/3/2018	\$ 25.35
1/4/2018	\$ 25.33
1/5/2018	\$ 25.30
1/8/2018	\$ 25.26
1/9/2018	\$ 25.25
1/10/2018	\$ 25.25
1/11/2018	\$ 25.24
1/12/2018	\$ 25.23

1/16/2018	\$ 25.21
1/17/2018	\$ 25.20
1/18/2018	\$ 25.18
1/19/2018	\$ 25.14
1/22/2018	\$ 25.10
1/23/2018	\$ 25.06
1/24/2018	\$ 25.03
1/25/2018	\$ 24.99
1/26/2018	\$ 24.96

1. If sold on or after July 15, 2014, but on or before November 5, 2014, the Recognized Loss for each eligible Lannett common share shall be zero.
2. If sold on or after November 6, 2014, but on or before October 31, 2017, the Recognized Loss will be the lesser of: (a) the difference between the Inflation per Share on the Date of Purchase minus the Inflation per Share on the Date of Sale set forth in Table A-1; or (b) the Purchase Price minus the Sales Price.
3. If sold on or after November 1, 2017, but on or before January 26, 2018, the Recognized Loss will be the lesser of: (a) Inflation per Share on the Date of Purchase set forth in Table A-1; (b) the Purchase Price minus the Sales Price; or (c) the Purchase Price minus the Look-Back Price on the date sold, as set forth in Table A-2.
4. If sold on or after January 27, 2018 or if not sold, the Recognized Loss will be the lesser of: (a) the Inflation Per Share on the Date of Purchase set forth in Table A-1; (b) the Purchase Price minus the Sales Price; or (c) the Purchase Price per Lannett common share minus \$24.96 [the 90-Day Look-Back Average Price].

## **B. Additional Provisions Relating to the Calculation of Recognized Losses**

For Settlement Class Members who made multiple purchases, acquisitions, or sales, the first-in, first-out (“FIFO”) method will be applied to those purchases, acquisitions, and sales for purposes of calculating Recognized Losses. Under the FIFO method, all purchases of eligible Lannett common shares will be respectively matched, in chronological order, starting with common shares purchased or acquired prior to July 15, 2014.

The Date of Purchase or Date of Sale is the “contract” or “trade” date as distinguished from the “settlement” date. All purchase, acquisition, and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise or operation of law of eligible Lannett common shares shall not be deemed a purchase or sale of such securities for the calculation of an Authorized Claimant’s Recognized Losses, nor shall it be deemed an assignment of any claim relating to the purchase of such eligible common shares unless specifically provided in the instrument of gift or assignment.

Short sales and purchases to cover short sales are included when calculating Recognized Losses or market loss (or gain).

Option contracts are not securities eligible to participate in the Settlement. With respect to eligible Lannett common shares purchased or sold through the exercise of an option, the purchase/sale date of the eligible Lannett common share is the exercise date of the option and the purchase/sale price of the eligible Lannett common share is the exercise price of the option.

### **C. Allocation of Net Settlement Proceeds Based on Recognized Losses**

An Authorized Claimant's Recognized Claim under the Plan of Allocation shall be the sum of his, her, or its Recognized Loss amounts for their eligible Lannett common shares, as determined in accordance with §§ A and B above.

To the extent an Authorized Claimant had a market gain with respect to his, her, or its overall transactions in eligible Lannett common shares, the value of the Authorized Claimant's Recognized Loss shall be deemed to be zero, but such Authorized Claimant shall in any event be bound by the Settlement. To the extent that an Authorized Claimant suffered an overall market loss with respect to his, her, or its overall transactions in Lannett common shares, but that market loss was less than the total Recognized Loss calculated above, then the Authorized Claimant's Recognized Loss shall be limited to the amount of the actual market loss.

#### **Market Gains and Losses**

The Claims Administrator will determine if the Claimant had a "Market Gain" or a "Market Loss" with respect to his, her, or its overall transactions in Lannett common stock during the Class Period. For purposes of making this calculation, the Claims Administrator will determine the difference between (i) the Claimant's Total Purchase Amount [1] and (ii) the sum of the Claimant's Total Sales Proceeds [2] and the Claimant's Holding Value [3]. If the Claimant's Total Purchase Amount minus the sum of the Claimant's Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant's Market Loss; if the number is a negative number or zero, that number will be the Claimant's Market Gain.

If a Claimant had a Market Gain with respect to his, her, or its overall transactions in Lannett common stock during the Class Period, the value of the Claimant's Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in Lannett common stock during the Class Period but that Market Loss was less than the Claimant's Recognized Claim, then the Claimant's Recognized Claim will be limited to the amount of the Market Loss.

[1] The "Total Purchase Amount" is the total amount the Claimant paid (excluding any fees, commissions, and taxes) for all shares of Lannett common stock purchased/acquired during the Class Period.

[2] The Claims Administrator will match any sales of Lannett common stock during the Class Period first against the Claimant's opening position in Lannett common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (not deducting any fees, commissions, and taxes) for sales of the remaining shares of Lannett common stock sold during the Class Period is the "Total Sales Proceeds."

[3] The Claims Administrator will ascribe a “Holding Value” of \$19.90 to each share of Lannett common stock purchased/acquired during the Class Period that was still held as of the close of trading on October 31, 2017.

### **Short Sales**

The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Lannett common stock. The date of a “short sale” is deemed to be the date of sale of the Lannett common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” and the purchases covering “short sales” is zero.

In the event that a Claimant has an opening short position in Lannett common stock, the earliest purchases or acquisitions of Lannett common stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

The Net Settlement Fund will be distributed to Authorized Claimants on a pro rata basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the aggregate Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund to be distributed. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant.

The Net Settlement Fund will not be distributed to Authorized Claimants unless and until the Court has (a) approved the Settlement and either this Plan of Allocation or a modified plan; and (b) the time for any petition for rehearing, appeal, or review thereof, whether by certiorari or otherwise, has expired. Approval of the Settlement is separate from approval of a Plan of Allocation. Any determination with respect to a Plan of Allocation will not affect the Settlement, if approved.

Each Authorized Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Proof of Claim (or “Claim Form”). Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants.

You should contact the Claims Administrator or Lead Counsel if you disagree with any determinations that may be made by the Claims Administrator regarding your Claim Form. If you are unsatisfied with the determinations, you may ask Lead Counsel for the Court, which retains jurisdiction over all Settlement Class Members and the claims administration process, to decide the issue by submitting a written request. Distributions will not be made to Authorized Claimants until all claims have been processed and until after the Court has finally approved the Settlement and the Plan of Allocation.

### **SPECIAL NOTICE TO CUSTODIANS AND OTHER NOMINEES**

If you purchased or otherwise acquired shares of Lannett common stock during the period from July 15, 2014 and October 31, 2017, inclusive, as a nominee for a beneficial owner, the Court has directed that, WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE (the “Long Notice”) and Proof of Claim or the Postcard Notice, you either: (i) request copies of the Postcard Notice sufficient to mail the Postcard Notice to all beneficial owners for whom you are a nominee or custodian, and within ten (10) calendar days after receipt thereof send copies to each such beneficial owner; (ii) provide the Claims Administrator (at the address listed at page \_\_ above) with lists of the names, last known addresses, and email addresses (to the extent known) of such beneficial owners, in which event the Claims Administrator shall promptly deliver the Postcard Notice or the Long Notice and Proof of Claim to such beneficial owners; or (iii) request an electronic copy of the Summary Notice or a link to the Long Notice and Proof of Claim and email the Summary Notice or the link to the Long Notice and Proof of Claim in electronic format to each such beneficial owner. If you choose to mail the Postcard Notice yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies as you will need to complete the mailing. If you choose to email the Summary Notice or the Long Notice and Proof of Claim or send the Postcard Notice to the beneficial owners, you shall send a written certification to the Claims Administrator confirming that the emailing and/or mailing has been made as directed. Nominees shall also provide email addresses for all such beneficial owners to the Claims Administrator, to the extent they are available. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including up to \$0.03 plus postage at the pre-sort postage rate used by the Claims Administrator per Postcard Notice actually mailed; \$0.03 per Summary Notice or Long Notice and Proof of Claim link emailed; or \$0.03 per name, address, and email address provided to the Claims Administrator. Those expenses will be paid from the Settlement Fund upon request and submission of appropriate supporting documentation and timely compliance with the above directions.

DATED: \_\_\_\_\_

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE EASTERN  
DISTRICT OF PENNSYLVANIA

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

JOHN UTESCH, Individually and on Behalf of  
All Others Similarly Situated,

v.

LANNETT COMPANY, INC., ARTHUR P.  
BEDROSIAN, and MARTIN P. GALVAN,

Defendants.

Civil Action No. 2:16-cv-05932-WB

Judge Wendy Beetlestone

**CLASS ACTION**

**PROOF OF CLAIM AND RELEASE**

**EXHIBIT A-2**

## **I. GENERAL INSTRUCTIONS**

1. To recover as a Settlement Class Member based on the claims in the action entitled *Utesch v. Lannett Company, Inc., et al.*, No. 2:16-cv-05932-WB (the “Action”),<sup>1</sup> you must complete and, on page \_\_\_\_ hereof, sign this Proof of Claim. If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim, submitted online or mailed so it is postmarked by the date shown below, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ON OR BEFORE \_\_\_\_\_, 2026, ADDRESSED AS FOLLOWS:**

*Utesch v. Lannett Company, Inc., et al.*  
c/o A.B. Data  
PO Box 173112  
Milwaukee, WI 53217

Online Submissions: [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com)

If you are NOT a Settlement Class Member, as defined in the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses (the “Long Notice”), DO NOT submit a Proof of Claim.

4. If you are a Settlement Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

## **II. CLAIMANT IDENTIFICATION**

You are a member of the Settlement Class if you purchased or otherwise acquired

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<sup>1</sup> This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the Amended Stipulation of Settlement (“Stipulation”), which can be obtained at [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com).

the publicly traded common stock of Lannett Company, Inc. (“Lannett” or the “Company”) during the period from July 15, 2014 and October 31, 2017, inclusive, and were damaged thereby.

Use Part I of the form on page \_\_ hereof, which is entitled “Claimant Identification,” to identify each purchaser or acquiror of record (“nominee”) of the common stock that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of Person(s) represented by them, and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

A claim should be submitted for each separate legal entity (*e.g.*, a claim form of joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual’s name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include on one Proof of Claim all transactions made in all such accounts).

### **III. CLAIM FORM**

Use Part II of the form on page \_\_ hereof, which is entitled “Schedule of Transactions in Lannett Common Stock,” to supply all required details of your transaction(s). If you need more

space or additional schedules, attach separate sheets including all of the required information in substantially the same form. Sign and print or type your name on each such separate sheet.

On the schedules, provide all of the requested information with respect to all of your purchases and acquisitions of Lannett common stock during the time periods indicated, and *all* of your sales of Lannett common stock during the time periods indicated, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to the shares of Lannett common stock you held at the opening of trading on July 15, 2014 and at the close of trading on January 30, 2018. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

**COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN LANNETT COMMON STOCK SHOULD BE ATTACHED TO YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

**NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at [Info@LannettSecuritiesSettlement.com](mailto:Info@LannettSecuritiesSettlement.com) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

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

*Utesch v. Lannett Company, Inc., et al.*

Civil Action No. 2:16-cv-05932-WB

**PROOF OF CLAIM AND RELEASE**

**Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:**

\_\_\_\_\_, 2026

Please Type or Print

**REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR  
OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN LANNETT COMMON  
STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY  
VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

<b>PART I: CLAIMANT IDENTIFICATION</b>				
Last Name		M.I.	First Name	
<input type="text"/>				
Last Name (Co-Beneficial Owner)		M.I.	First Name (Co-Beneficial Owner)	
<input type="text"/>				
<input type="radio"/> IRA	<input type="radio"/> Joint Tenancy	<input type="radio"/> Employee	<input type="radio"/> Individual	<input type="radio"/> Other _____ (specify)
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA				
<input type="text"/>				
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)				
<input type="text"/>				
Account#/Fund# (Not Necessary for Individual Filers)				
<input type="text"/>				
Social Security Number	Taxpayer Identification Number			
<input type="text"/> - <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	or	<input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Telephone Number (Primary Daytime)	Telephone Number (Alternate)			
<input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	<input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	<input type="text"/>		
Email Address				
<input type="text"/>				
<b>MAILING INFORMATION</b>				
Address				
<input type="text"/>				
Address				
<input type="text"/>				
City	State	Zip Code		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation		
<input type="text"/>	<input type="text"/>	<input type="text"/>		

## PART II: SCHEDULE OF TRANSACTIONS IN LANNETT COMMON STOCK

A. Number of shares held as of opening of trading on July 15, 2014 : \_\_\_\_\_

Proof of Position Enclosed:  Yes  NoB. Purchases or acquisitions of Lannett Common Stock from July 15, 2014 to  
January 30, 2018, inclusive

Trade Date(s) Month Day Year (List chronologically)	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price (Excluding commissions, taxes, and fees)	Proof of Purchase/ Acquisition Enclosed
1._____	1._____	1._____	<input type="checkbox"/> Y <input type="checkbox"/> N
2._____	2._____	2._____	<input type="checkbox"/> Y <input type="checkbox"/> N
3._____	3._____	3._____	<input type="checkbox"/> Y <input type="checkbox"/> N

C. Sales of Lannett Common Stock from July 15, 2014 to  
January 30, 2018, inclusive

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes, and fees)	Proof of Sale Enclosed
1._____	1._____	1._____	<input type="checkbox"/> Y <input type="checkbox"/> N
2._____	2._____	2._____	<input type="checkbox"/> Y <input type="checkbox"/> N
3._____	3._____	3._____	<input type="checkbox"/> Y <input type="checkbox"/> N

D. Number of shares held at the close of trading on January 30, 2018:  
\_\_\_\_\_Proof of Position Enclosed:  Yes  No

**YOU MUST READ AND SIGN THE RELEASE ON PAGE    HEREOF. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

**IV. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number:

Enter the taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals)

Taxpayer Identification Number (for individuals or estates, trusts, corporations, etc.)

**V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Long Notice. I (We) also submit to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of shares of Lannett common stock during the relevant period and know of no other person having done so on my (our) behalf.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding; or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I (We) hereby warrant and represent that I am (we are) not excluded from the Settlement Class.

**VI. RELEASE**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Defendants and Released Defendants' Parties.

2. “Released Defendants’ Parties” means the Individual Defendants and each and all of their Immediate Family Members, and their contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys (including Defendants’ Counsel and all other counsel who have represented any current or former Defendant in the Action), professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.

3. “Released Claims” means any and all claims (including “Unknown Claims” as defined below), controversies, allegations, arguments, demands, losses, costs, interest, penalties, fees, attorneys’ fees, expenses, rights, causes of action, actions, duties, obligations, judgments, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description whatsoever, whether known or unknown, direct or indirect, liquidated or unliquidated, representative, class, individual, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, whether in law or in equity, whether arising under federal, state, local, foreign, statutory, common, or administrative, or any other law, statute, rule or regulation, that were asserted or could have been asserted in the Action by Settlement Class Members and that arise out of, are based upon, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations, or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in, referred to, or made part of the Action. “Released Claims” also includes any and all claims arising out of, relating to, or in connection with the defense, Settlement, or resolution of the Action (including Unknown Claims), except claims to enforce any of the terms of [the] Stipulation.

4. “Unknown Claims” means any and all Released Claims against the Released Defendants’ Parties that any Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her, or its favor as of the time of their release, and any and all Released Defendants’ Claims against the Released Plaintiffs’ Parties that any Defendant does not know or suspect to exist in his, her, or its favor at the time of their release, including, without limitation, those that, if

known by such Plaintiff, Settlement Class Member, or Defendant, might have affected his, her, or its decision(s) with respect to the Settlement, including but not limited to whether or not to object to the Settlement or to the release of the Released Defendants' Parties or to the release of the Released Plaintiffs' Parties. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, each Plaintiff and each Defendant shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by Cal. Civ. Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiffs, the Settlement Class Members, and Defendants shall expressly waive, shall be deemed to have waived, and by operation of the Final Judgment, upon the Effective Date, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542. Plaintiffs, the Settlement Class Members, and Defendants each acknowledge that they may hereafter discover facts in addition to or different from those which they or their counsel now know or believe to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but Plaintiffs, the Settlement Class Members, and Defendants shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, respectively, any and all Released Claims or Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,

or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in shares of Lannett common stock from July 15, 2014 to January 30, 2018, inclusive, as well as the number of shares of Lannett common stock held at the opening of trading on July 15, 2014 and at the close of trading on January 30, 2018.

**NOTE:** Two signatures are required below only if two persons are executing the same claim form.

I (We) declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month/Year)

in \_\_\_\_\_  
(City) \_\_\_\_\_ (State/Country)

---

(Sign your name here)

---

(Type or print your name here)

---

(Sign your name here)

---

(Type or print your name here)

---

(Capacity of person(s) signing,  
e.g., Beneficial Purchaser or Acquirer,  
Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A  
SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and acknowledgment. If this Proof of Claim is submitted on behalf of joint claimants, then each claimant must sign.
2. Remember to attach copies of supporting documentation.
3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN \_\_\_\_\_, 2026, ADDRESSED AS FOLLOWS:**

*Utesch v. Lannett Company, Inc., et al.*  
c/o A.B. Data  
PO Box 173112

Milwaukee, WI 53217

Online Submissions: [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com)

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by \_\_\_\_\_, 2026, and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its pro rata share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim.

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

JOHN UTESCH, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiff(s),

v.

LANNETT COMPANY, INC., ARTHUR P.  
BEDROSIAN, and MARTIN P. GALVAN,

Defendants.

Civil Action No. 2:16-cv-05932-WB

Judge Wendy Beetlestone

**CLASS ACTION**

SUMMARY NOTICE OF (I) PENDENCY  
OF CLASS ACTION AND PROPOSED  
SETTLEMENT; (II) SETTLEMENT  
HEARING; AND (III) MOTION FOR  
ATTORNEYS' FEES AND LITIGATION  
EXPENSES

EXHIBIT A-3

**TO: All persons and entities who purchased or acquired the publicly traded common stock of Lannett Company, Inc. during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby (the “Settlement Class”):<sup>1</sup>**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Pennsylvania (the “Court”), that the above-captioned litigation (the “Action”) is pending in the Court.

YOU ARE ALSO NOTIFIED that the plaintiffs in this Action, University of Puerto Rico Retirement System and Ironworkers Locals 40, 361 & 417 Union Security Funds (together, “Plaintiffs”), have reached a proposed settlement of the Action for \$5,750,000 in cash on behalf of the Settlement Class, that, if approved, will resolve all claims in the Action.

A hearing will be held on April 16, 2026 at 12:30 p.m. Eastern Time, before the Honorable Wendy Beetlestone, either in person at the James A. Byrne United States Courthouse, 601 Market Street, Courtroom 10-A, Philadelphia, PA 19106, or by telephone or videoconference (at the discretion of the Court). At the hearing, the Court will determine (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Amended Stipulation of Settlement dated December 4, 2025 (and in the Long Notice) should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Plaintiffs’ Counsel’s application for an award of attorneys’ fees and litigation expenses, and any application for awards to Plaintiffs, should be approved.

**If you are a member of the Settlement Class (a “Settlement Class Member”), your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Settlement Fund.** If you have not yet received the Long Notice and Claim Form, you may obtain copies of these documents by contacting the Claims Administrator, A.B. Data, at *Utesch v. Lannett Company, Inc., et al.*, c/o A.B. Data, PO Box 173112, Milwaukee, WI 53217, 1-877-316-0186. Copies of the Long Notice and Claim Form can also be downloaded from the website maintained by the Claims Administrator at [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com).

If you are a Settlement Class Member, to be eligible to receive a payment under the proposed Settlement, you must submit a Claim Form **postmarked (if mailed), or online, no later than \_\_\_\_\_, 2026**, in accordance with the instructions set forth in the Claim Form. If you are a Settlement Class Member and do not submit a proper Claim Form, you will not be eligible to

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<sup>1</sup> Certain persons and entities are excluded from the Settlement Class by definition, as set forth in the Notice of (i) Pendency of Class Action and Proposed Settlement; (ii) Settlement Hearing; and (iii) Motion for an Attorneys’ Fees and Litigation Expenses (the “Long Notice”), a copy of which may be downloaded from the settlement website maintained by the Claims Administrator at [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com).

share in the distribution of the net proceeds of the Settlement but you will nevertheless be bound by any releases, judgments, or orders entered by the Court in the Action.

If you are a Settlement Class Member and wish to exclude yourself from the Settlement Class, you must submit a request for exclusion such that it is **postmarked no later than March 13, 2026**, in accordance with the instructions set forth in the Long Notice. If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court in the Action and you will **not** be eligible to share in the proceeds of the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation, Plaintiffs' Counsel's Fee and Expense Application, or any application for awards to Plaintiffs, must be filed with the Court, with copies of such materials served on Class Counsel and Defendants' Counsel, **no later than March 13, 2026**, in accordance with the instructions set forth in the Long Notice.

**Please do not contact the Court, the Clerk's office, Defendants, or their counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to Class Counsel or the Claims Administrator.**

Inquiries, other than requests for the Long Notice and Claim Form, should be made to the below Class Counsel:

ABRAHAM, FRUCHTER & TWERSKY, LLP  
Mitchell M.Z. Twersky, Esq.  
Lawrence D. Levit, Esq.  
450 Seventh Avenue, 38th Floor  
New York, NY 10123  
Tel: (212) 279-5050  
mtwersky@aftlaw.com  
llevit@aftlaw.com

Requests for the Long Notice and Claim Form should be made to:

*Utesch v. Lannett Company, Inc., et al.*  
c/o A.B. Data  
PO Box 173112  
Milwaukee, WI 53217  
1-877-316-0186  
www.LannettSecuritiesSettlement.com

By Order of the Court

*Utesch v. Lannett Company, Inc., et al.*  
c/o A.B. Data  
PO Box 173112  
Milwaukee, WI 53217

**Court-Ordered Legal Notice**

**Forwarding Service Requested**

*A federal court authorized this notice.*

*This is not a solicitation from a lawyer.*

*This notice may affect your legal rights.*

*You may be entitled to a payment from this  
securities class action settlement.*

*Please read it carefully.*

A proposed settlement has been reached in a class action lawsuit captioned *Utesch v. Lannett Company, Inc., et al.*, No. 16-5932-WB (E.D. Pa.).

THIS CARD ONLY PROVIDES LIMITED INFORMATION ABOUT THE SETTLEMENT  
PLEASE VISIT  
[WWW.LANNETTSECURITIESSETTLEMENT.COM](http://WWW.LANNETTSECURITIESSETTLEMENT.COM) OR CALL 1-877-316-0186  
FOR MORE INFORMATION

There is a proposed Settlement of all claims against Defendants, who were two of the officers of Lannett Company, Inc. (“Lannett” or the “Company”). The Settlement resolves a lawsuit in the United States District Court for the Eastern District of Pennsylvania in which Plaintiffs allege that Defendants made public statements regarding Lannett’s business and prices for its generic drug products and the market for those products that were materially false and misleading or omitted material information, damaging persons who purchased or otherwise acquired Lannett common stock during the applicable class period. Defendants deny any wrongdoing.

You received this Notice because you or someone in your family or household may have purchased or otherwise acquired the publicly traded common stock of Lannett during the period from July 15, 2014 and October 31, 2017, inclusive (“Settlement Class Period”), and were damaged thereby. The Settlement provides that, in exchange for the dismissal of this action and release of claims known and unknown against Defendants, Defendants will pay or cause to be paid into a settlement fund \$5,750,000 in cash (“Settlement Fund”). The Settlement Fund, less: 1) Court-awarded litigation expenses of no more than \$1,375,000; 2) Court-awarded attorneys’ fees of no more than one-third of the Settlement Fund, after the deduction of Court-awarded litigation expenses; and 3) a compensatory award to the Plaintiffs who brought this lawsuit of no more than \$15,000 each, or \$30,000 in total, will be divided among all Settlement Class Members who submit a valid Proof of Claim and Release Form (“Proof of Claim”). To request further information or for a full description of the Settlement, your rights, and how to make a claim, please view the Amended Stipulation of Settlement and Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses (“Long Notice”) at [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com) and please request a copy of the Long Notice and Proof of Claim by contacting the Claims Administrator in any of the following ways: (1) by mail: *Utesch v. Lannett Company, Inc., et al.*, c/o A.B. Data, PO Box 173112, Milwaukee, WI 53217; (2) by phone: toll free, 1-877-316-0186; (3) by email: [info@LannettSecuritiesSettlement.com](mailto:info@LannettSecuritiesSettlement.com); or (4) visit the website: [www.LannettSecuritiesSettlement.com](http://www.LannettSecuritiesSettlement.com).

To qualify for payment, you must submit a Proof of Claim to the Claims Administrator. A copy of the Proof of Claim can be found on the website. PROOFS OF CLAIM ARE DUE BY March 13, 2026, SENDING THEM: BY MAIL TO *UTESCH V. LANNETT COMPANY, INC., ET AL.*, C/O A.B. DATA, P.O. BOX 173112, MILWAUKEE, WI 53217; OR BY EMAIL TO [INFO@LANNETTSECURITIESSETTLEMENT.COM](mailto:INFO@LANNETTSECURITIESSETTLEMENT.COM); OR SUBMITTED ONLINE AT [WWW.LANNETTSECURITIESSETTLEMENT.COM](http://WWW.LANNETTSECURITIESSETTLEMENT.COM). **If you DO NOT want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by March 13, 2026 or you will not be able to sue the Defendants about the legal claims in this case. If you exclude yourself, you cannot get money from this Settlement. If you stay in the Settlement, you may object to it by March 13, 2026. The Long Notice and Stipulation of Settlement explain how to opt out or to object.**

The Court will hold a hearing in this case on April 16, 2026 at 12:30 p.m. at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Courtroom 10-A, Philadelphia, PA 19106, to consider whether to approve the Settlement, the Plan of Allocation, the request for attorneys’ fees and expenses, and

the awards to Plaintiffs. You may attend the hearing and ask to be heard by the Court, but you do not have to.

**Exhibit B**

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

JOHN UTESCH, Individually and on Behalf of  
All Others Similarly Situated,

Civil Action No. 2:16-cv-05932-WB

Plaintiff(s),

Judge Wendy Beetlestone

v.

LANNETT COMPANY, INC., ARTHUR P.  
BEDROSIAN, and MARTIN P. GALVAN,

Defendants.

**[PROPOSED] ORDER AND FINAL JUDGMENT**

WHEREAS, the Parties, through their counsel, have agreed, subject to judicial approval following issuance of notice to the Settlement Class and a Settlement Hearing, to settle and dismiss with prejudice this Action upon the terms and conditions set forth in the Parties' Amended Stipulation of Settlement, dated December 4, 2025 (the "Stipulation");

WHEREAS, on \_\_\_\_\_, 2025 the Court issued its Order Granting Plaintiffs' Amended Unopposed Motion for Preliminary Approval of Class Action Settlement, for Issuance of Notice to the Settlement Class, and for Scheduling of Settlement Hearing (the "Preliminary Order") in this Action;

WHEREAS, it appears in the record that the Postcard Notice substantially in the form approved by the Court in its Preliminary Order and attached to the Stipulation as Exhibit A-4 was mailed to all reasonably identifiable Settlement Class Members, and was posted on the settlement website established by the Claims Administrator in accordance with the Preliminary Order;

WHEREAS, it appears in the record that the Long Notice substantially in the form approved by the Court in its Preliminary Order and attached to the Stipulation as Exhibit A-1 was emailed to all Settlement Class Members for whom email addresses were obtained and was posted on the settlement website established by the Claims Administrator in accordance with the Preliminary Order;

WHEREAS, it appears in the record that the Summary Notice substantially in the form approved by the Court and attached to the Stipulation as Exhibit A-3 was published in accordance with the Preliminary Order; and

WHEREAS, the Settlement Hearing was held before the Court on \_\_\_\_\_, 2026 following issuance of Notice to the Settlement Class, consistent with the Court's Preliminary Order;

NOW THEREFORE, based upon the Stipulation and all of the findings, records, and proceedings herein, and it appearing to the Court upon examination and following a duly noticed Settlement Hearing that the Settlement set forth in the Stipulation is fair, reasonable, and adequate and should be finally approved; that the Judgment, in the form attached to the Stipulation as Exhibit B, should be entered; and that the proposed Plan of Allocation, as defined in paragraph 1.30 of the Stipulation, and set forth in the Long Notice, provides a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Order and Final Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth therein.
2. The Court has jurisdiction over the subject matter of the Action, Plaintiffs, Settlement Class Members, and the Defendants for purposes of the Settlement.
3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure (“FRCP”), the Settlement Class consists of all Persons or entities who purchased or acquired the publicly traded common stock of Lannett during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby, which was the class certified by the Court in its class certification order (ECF No. 198). “Settlement Class” and “Settlement Class Members” shall include any Person purporting to assert a claim on behalf of any Settlement Class Member, or any Person asserting a claim based on a purchase or acquisition made by any Settlement Class Member. Excluded from the Settlement Class are the Individual Defendants, each of the Individual Defendants’ Immediate Family Members, Lannett, the officers and directors of the Company, at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors, or assigns and any entity in which the Individual Defendants or Lannett have or had a controlling interest. Also excluded from the Settlement Class are those Persons who would

otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom [of which there are none; OR who are identified in Exhibit A hereto].

4. Pursuant to FRCP Rule 23, Plaintiffs were certified as representatives of the Settlement Class (“Class Representatives”), and Plaintiffs’ Lead Counsel was appointed as class counsel (“Class Counsel”) for the Settlement Class.

5. In accordance with the Court’s Preliminary Order, the Court hereby finds that the form, content, and methods of disseminating the Notice of the Settlement, the Plan of Allocation, and their respective terms and conditions were adequate and reasonable; met the requirements of due process, Rule 23 of the FRCP, Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, and all other applicable laws and rules; constituted the best notice practicable under the circumstances (including individual notice to all Settlement Class Members who could be identified through reasonable effort); and constituted due and sufficient notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all Persons and entities entitled to such notice. No Settlement Class Member is relieved from the terms and conditions of the Settlement, including the releases provided for in the Stipulation, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is hereby determined that all Settlement Class Members are bound by this Order and Final Judgment [except those persons listed on Exhibit A to this Order and Final Judgment].

6. The Settlement is approved as fair, reasonable, and adequate under Rule 23 of the FRCP, and is in the best interests of the Settlement Class.

7. The Court further finds that the Settlement set forth in the Stipulation is the result of good faith, arm's-length negotiations between experienced counsel representing the interests of the Class Representatives, Settlement Class Members, and Defendants and that the record is sufficiently developed and complete to have enabled the Plaintiffs and the Defendants to have adequately evaluated and considered their positions. The Parties are directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

8. The Action and all claims contained therein, as well as all of the Released Claims, are hereby dismissed with prejudice as against all Defendants and the Released Defendants' Parties. The Parties are to bear their own fees and costs, except as otherwise provided in the Stipulation.

9. Plaintiffs and the Settlement Class Members, on behalf of themselves, their successors, and assigns, and any other Person claiming (now or in the future) through or on behalf of them, regardless of whether any of them ever seeks or obtains by any means, including without limitation by submitting a Proof of Claim and Release Form, any disbursement from the Settlement Fund, shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever waived, released, dismissed, and discharged with prejudice all Released Claims against each of the Released Defendants' Parties, and the Action shall be dismissed with prejudice, regardless of whether such Plaintiff or Settlement Class Member executes and delivers a Proof of Claim. The Released Plaintiffs' Parties shall be deemed to have, and by operation of this Order and Final Judgment shall have, covenanted not to sue the Released Defendants' Parties with respect to any and all Released Claims in any forum and in any capacity. Plaintiffs and the Settlement Class Members shall be and hereby are permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting

any of the Released Claims, in any capacity against any of the Released Defendants' Parties. Nothing contained herein shall, however, bar Plaintiffs or the Settlement Class Members from bringing any action or claim to enforce the terms of the Stipulation or this Order and Final Judgment.

10. Upon the Effective Date, each of the Released Defendants' Parties shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released and discharged all Released Defendants' Claims against each Released Plaintiff Party.

11. To the fullest extent permitted by law, all Persons shall be permanently and forever barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any of the Released Defendants' Claims, in any capacity, against any of the Released Plaintiffs' Parties. Nothing contained herein shall, however, bar the Released Defendants' Parties from bringing any action or claim to enforce the terms of the Stipulation or this Order and Final Judgment.

12. The releases provided for in the Stipulation shall become effective immediately upon occurrence of the Effective Date without the need for any further action, notice, condition, or event.

13. Plaintiffs' Counsel are hereby awarded attorneys' fees of one-third (33-1/3%) of the \$5,750,000 Settlement Amount, after the deduction of litigation expenses in the amount of \$\_\_\_\_\_, which are awarded hereby, together with any interest earned thereon for the same time period and at the same net rate as that earned by the Settlement Fund until paid pursuant to the terms set forth in the Stipulation. Lead Counsel shall thereafter be solely responsible for allocating the attorneys' fees and expenses among other Plaintiffs' Counsel in the manner in which

Lead Counsel in good faith believes reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Action

14. Such fees and expenses may be paid out of the Settlement Fund, in whole or in part, to Lead Counsel at any time after entry of this Order, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof; however, such payments shall be subject to all of the terms, conditions, and obligations (including repayment obligations) set forth in the Stipulation, which terms, conditions, and obligations are expressly incorporated herein.

15. Plaintiffs are awarded a total of \$ \_\_\_\_\_ as a compensatory award for reasonable costs and expenses directly relating to the representation of the Settlement Class pursuant to 15 U.S.C. § 78u-4(a)(4), with such amounts to be paid from the Settlement Fund upon the Effective Date of the Settlement.

16. The Court hereby finds that the proposed Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members, and Lead Counsel and the Claims Administrator are directed to administer the Plan of Allocation in accordance with its terms and the terms of the Stipulation.

17. All reasonable fees and expenses incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid from the Settlement Fund as set forth in the Stipulation. In the event the Settlement is not consummated, or otherwise fails to become effective, neither Plaintiffs nor Plaintiffs' Counsel shall have any obligation to repay any amounts actually and properly disbursed or properly incurred from the Settlement Fund, except as provided for in the Stipulation.

18. The Court finds that the Parties and their respective counsel have at all times complied with all requirements of Rule 11 of the Federal Rules of Civil Procedure and the Private

Securities Litigation Reform Act of 1995 in connection with the commencement, prosecution, maintenance, defense, and/or resolution of the Action and as to all proceedings herein.

19. Neither this Order and Final Judgment, the Stipulation (including the Settlement contained therein), nor any act performed or document executed pursuant to or in furtherance of the Settlement:

(a) is or may be deemed to be, or may be used as, an admission, concession, or evidence of the validity or invalidity of any Released Claims, the truth or falsity of any fact alleged by the Class Representatives, the sufficiency or deficiency of any defense that has been or could have been asserted in the Action, or of any wrongdoing, liability, negligence, or fault of Defendants, the Released Defendants' Parties, Plaintiffs, the Released Plaintiffs' Parties, or each or any of them;

(b) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved, or made by Defendants or Released Defendants' Parties, or against Plaintiffs or any Settlement Class Member as evidence of any infirmity in the claims of the Plaintiffs and the Settlement Class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal;

(c) is or may be deemed to be or shall be used, offered, or received against the Parties, Released Defendants' Parties, and/or Released Plaintiffs' Parties, or each or any of them, as an admission, concession, or evidence of the validity or invalidity of the Released Claims or the Released Defendants' Claims, the infirmity or strength of any claim raised in the Action, the truth or falsity of any fact alleged by the Plaintiffs or the Settlement Class, or the availability or lack of availability of meritorious defenses to the claims raised in the Action; and

(d) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against Defendants, or Released Defendants' Parties, or each or any of them, that any of the Class Representatives' or Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in the Action would have been greater or less than the Settlement Fund or that the consideration to be given pursuant to the Stipulation represents an amount equal to, less than, or greater than the amount which could have or would have been recovered after trial.

20. Defendants, Plaintiffs, Settlement Class Members, Released Defendants' Parties, and/or Released Plaintiffs' Parties may file the Stipulation and/or this Order and Final Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release, injunction, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Defendants, Plaintiffs, Settlement Class Members, Released Defendants' Parties, and/or Released Plaintiffs' Parties, or any of them, may file the Stipulation and/or this Order and Final Judgment in any proceedings that may be necessary to consummate or enforce the Stipulation, the Settlement, or this Order and Final Judgment.

21. Except as otherwise provided herein or in the Stipulation, all funds held by the Escrow Agent shall be deemed to be in *custodia legis* and remain subject to the Court's jurisdiction until such funds are distributed or returned pursuant to the Stipulation or further order of the Court.

22. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

23. In the event the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order and Final Judgment (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null

and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, the Released Defendants' Parties, or the Released Plaintiffs' Parties, and each Party shall be restored to his, her, or its respective litigation positions as they existed immediately prior to the execution of the Stipulation.

24. The finality of this Order and Final Judgment with respect to its approval of the Settlement shall not be affected, in any manner, by the Court's rulings on Plaintiffs' Counsels' Fee and Expense Application or any awards to the Class Representatives.

25. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure. The Parties are hereby directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

DATED: \_\_\_\_\_

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HONORABLE WENDY BEETLESTONE  
UNITED STATES DISTRICT JUDGE

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

JOHN UTESCH, Individually and on Behalf of All  
Others Similarly Situated,

Civil Action No. 2:16-cv-05932-WB

Plaintiff(s),

v.

Judge Wendy Beetlestone

LANNETT COMPANY, INC., ARTHUR P.  
BEDROSIAN, and MARTIN P. GALVAN,

Defendants.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' AMENDED UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,  
FOR ISSUANCE OF NOTICE TO THE SETTLEMENT CLASS,  
AND FOR SCHEDULING OF SETTLEMENT HEARING**

WHEREAS, (a) Lead Plaintiff University of Puerto Rico Retirement System (“UPRRS”) and plaintiff Ironworkers Locals 40, 361 & 417 Union Security Funds (“Ironworkers”), on behalf of themselves and the Settlement Class (defined below) (collectively, the “Plaintiffs”); and (b) defendants Arthur P. Bedrosian and Martin P. Galvan (the “Defendants,” and at times herein, the “Individual Defendants,” and, together with Plaintiffs, the “Parties”), have entered into the Amended Stipulation of Settlement, dated December 4, 2025 (the “Stipulation”)<sup>1</sup>, which is subject to review under Rule 23 of the Federal Rules of Civil Procedure (“FRCP”) and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the claims alleged in the above-captioned class action (the “Action”); and

WHEREAS, the Court having read and considered the Stipulation, the exhibits thereto, and the related submissions, and finding that substantial and sufficient grounds exist for entering this Order; and the Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that:

1. Upon consideration of Plaintiffs’ Amended Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 296) (the “Motion”), the Motion is GRANTED as set forth herein.

2. The Settlement Class has the same definition as the class previously certified by the Court, consisting of all persons and entities who purchased or acquired the publicly traded common stock of Lannett Company, Inc. (“Lannett” or the “Company”) during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby. Excluded from the Settlement Class are the Individual Defendants, each of the Individual Defendants’ Immediate

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings set forth in the Stipulation.

Family Members, Lannett, the officers and directors of the Company, at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors, or assigns and any entity in which the Individual Defendants or Lannett have or had a controlling interest.<sup>2</sup> Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom in accordance with the requirements set by the Court.

3. The Court finds that: (a) the Settlement resulted from good faith, arm's-length negotiations conducted with the assistance of an independent mediator, David M. Murphy, Esq., who has extensive experience in mediating class action litigations of this type; and (b) the terms of the proposed Settlement are sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class Members and the scheduling of a Settlement Hearing to be held following the issuance of such notice.

4. The Court therefore preliminarily approves the Stipulation and the Settlement set forth therein, subject to further consideration at the Settlement Hearing.

5. The Court hereby schedules the Settlement Hearing to be held before the Court for April 16, 2026, at 12:30 p.m. at the United Stated District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Courtroom 10-A, Philadelphia, PA 19106 for the following purposes:

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<sup>2</sup> On August 12, 2021, the Court certified this Action as a class action on behalf of a class consisting of all persons and entities who purchased or acquired the publicly traded common stock of Lannett during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby. *See ECF Nos. 197 & 198.* The Court also appointed UPRRS and Ironworkers as Class Representative and Abraham, Fruchter & Twersky, LLP ("AF&T") as Class Counsel. ECF No. 198 at 2. On April 18, 2023, the Court's class certification decision was upheld on appeal by the United States Court of Appeals for the Third Circuit. *University of Puerto Rico Retirement System v. Lannett Co., Inc., et al.*, 2023 WL 2985120 (3d Cir. Apr. 18, 2023).

- (a) to determine finally whether the Settlement is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court;
- (b) to determine whether the proposed Order and Final Judgment, which is Exhibit B to the Stipulation that is attached as Exhibit 1 to the Declaration of Lawrence D. Levit in Support of Plaintiffs' Amended Unopposed Motion for Preliminary Approval of Class Action Settlement, for Issuance of Notice to the Settlement Class, and for Scheduling of Settlement Hearing, should be entered, thereby dismissing the Action on the merits and with prejudice, and effectuating the Released Plaintiffs' Parties release of the Released Claims and the Released Defendants' Parties release of the Released Defendants' Claims, as set forth in the Stipulation;
- (c) to determine finally whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund should be approved by the Court as fair and reasonable;
- (d) to consider Plaintiffs' Counsel's Fee and Expense Application for an award of attorneys' fees and expenses (and any requested awards to Plaintiffs);
- (e) to consider any properly submitted objections or requests to "opt out" received by the Court; and
- (f) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to modify this Order to provide that the Settlement Hearing be held remotely, including by dial-in conference call or video-conferencing means. Should the Court enter such a modification, Class Counsel are hereby ordered to cause the Claims Administrator to promptly provide prominent notice of such modification (including relevant details and instructions as to how Settlement Class Members may dial in or log in and, to the extent applicable, to be heard at the Settlement Hearing) on a website to be established by the Claims Administrator in this matter for the purposes of facilitating the dissemination of the Notice and other information about this Action (the "Settlement Website").

7. The Court also reserves the right to adjourn the Settlement Hearing to a later date or time without further notice to the Settlement Class Members other than entry of an Order on the Court's docket (provided that the time or the date of the final Settlement Hearing shall not be set

at a time or date earlier than the time and date set forth in ¶ 5 above). In such event, however, Class Counsel are directed to instruct the Claims Administrator to post notice of any such adjournment on the Settlement Website.

8. Following the Settlement Hearing, the Court reserves the right to approve the Settlement without modification, or with such modifications as the Parties may agree, without further notice, and to enter its Order and Final Judgment approving the Settlement and dismissing the Action on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses and Plaintiffs' request for payment for their representation of the Settlement Class.

9. The Court approves the form, substance, and requirements of: (a) the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Long Notice"); (b) the Summary Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses; (c) the Postcard Notice; and (d) the Proof of Claim and Release (the "Proof of Claim"), all of which are exhibits to the Stipulation.

10. The Court finds that Class Counsel have the authority to enter into the Settlement on behalf of the Settlement Class and to act on behalf of the Settlement Class as to all acts or consents that are required by or may be given pursuant to the Stipulation, or that are reasonably necessary to consummate the Settlement.

11. For settlement purposes only, A.B. Data is appointed as the Claims Administrator to supervise and administer the notice procedure and the processing of claims.

12. In full and final settlement of the claims asserted in the Action and in consideration of the releases specified in the Stipulation, Defendants shall deposit or cause to be deposited the Settlement Amount in accordance with instructions to be provided by the Escrow Agent or Class

Counsel on or before fifteen (15) calendar days after the later to occur of: entry of this Order; and the Escrow Agent or Class Counsel providing to Defendants' Counsel all information necessary to effectuate a transfer of funds to the Escrow Account, including without limitation, wire transfer instructions (including bank name and ABA routing number, address, account name and number), payment address, and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number. Within ten (10) days from the filing of the Stipulation with the Court, Class Counsel shall send Defendants' Counsel an encrypted e-mail containing complete particulars for payment by wire transfer or, if payment is to be made by check, instructions regarding payee, delivery, and addressee information, and a W-9. If the entire Settlement Amount is not timely paid into the Escrow Account in accordance with the above, Class Counsel may terminate the Settlement, but only if: (i) Class Counsel has notified Defendants' Counsel in writing of Class Counsel's intention to terminate the Settlement, and (ii) the entire Settlement Amount is not transferred to the Escrow Account within five (5) calendar days after Class Counsel has provided such written notice.

13. In accordance with ¶ 4.3 of the Stipulation, to the extent they have not already done so, Defendants shall use reasonable efforts to assist with the process of providing to the Claims Administrator the last known names and addresses of all Persons or entities who, based on the records of Lannett and/or its successor entity, the transfer agent, the depositary bank, or others, are likely to be Settlement Class Members or nominees of Settlement Class Members, for the purpose of assisting the Claims Administrator in identifying and giving notice to the Settlement Class. Defendants shall, to the extent possible, use reasonable efforts to cooperate in obtaining and providing the applicable records containing the Settlement Class information in electronic searchable form, such as Excel or other form acceptable to the Claims Administrator.

14. Class Counsel, through the Claims Administrator, shall make all reasonable efforts to give notice to nominees or custodians who purchased or acquired Lannett common stock during the Class Period as record owners but not as beneficial owners. Such nominees or custodians shall, within ten (10) calendar days of receipt of the Postcard Notice or the Long Notice and Proof of Claim, either (i) request copies of the Postcard Notice sufficient to mail the Postcard Notice to all beneficial owners for whom they are a nominee or custodian, and within ten (10) calendar days after receipt thereof send copies to each such beneficial owner; (ii) provide the Claims Administrator with lists of the names, last known addresses, and email addresses (to the extent known) of such beneficial owners, in which event the Claims Administrator shall promptly deliver the Postcard Notice or the Long Notice and Proof of Claim to such beneficial owners; or (iii) request an electronic copy of the Summary Notice or a link to the Long Notice and Proof of Claim and email the Summary Notice or the link to the Long Notice and Proof of Claim in electronic format to each such beneficial owner. Nominees or custodians who elect to email the Summary Notice or the Long Notice and Proof of Claim or send the Postcard Notice to their beneficial owners shall send a written certification to the Claims Administrator confirming that the emailing and/or mailing has been made as directed. Additional copies of the Postcard Notice shall be made available to any nominee or custodian requesting same for the purpose of distribution to beneficial owners. Upon full and timely compliance with these directions, the Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses incurred in providing Notice to beneficial owners, which expenses would not have been incurred except for the sending of such Notice, and subject to further order of this Court with respect to any dispute concerning such reimbursement, up to a maximum of \$0.03 plus postage at the pre-sort postage rate used by the Claims Administrator per Postcard Notice actually mailed; \$0.03 per Summary Notice or Long Notice and Proof of Claim link emailed; or \$0.03 per

name, address, and email address provided to the Claims Administrator. Such properly documented expenses actually incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund.

15. The Claims Administrator shall cause the Postcard Notice or the Long Notice and Proof of Claim (the “Claims Package”), substantially in the forms annexed hereto: (i) to be mailed, where disseminating the Postcard Notice, by first class mail, postage prepaid, within twenty-five (25) calendar days after entry of this Order, to all Settlement Class Members who can be identified with reasonable effort, including nominees or custodians who purchased or acquired Lannett common stock as record owners but not as beneficial owners; or (ii) to be emailed, where disseminating the Claims Package, along with a link to the Claims Administrator’s website, within twenty-five (25) calendar day after entry of this Order, to all Settlement Class Members for whom email addresses may be obtained with reasonable effort. For all Postcard Notices or Claims Packages returned as undeliverable, the Claims Administrator shall use its best efforts to locate updated addresses.

16. Class Counsel, through the Claims Administrator, shall cause the Stipulation and its exhibits, this Order, and a copy of the Long Notice and Proof of Claim to be posted on the Settlement Website to be established by the Claims Administrator within twenty-five (25) calendar days after entry of this Order.

17. Class Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on the *PRNewswire* and in print once in *Investor’s Business Daily* within twenty (20) business days of entry of this Order.

18. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for the Defendants, and file with the Court, proof of the mailing of the Postcard

Notice, emailing of the Claims Package, publication of the Summary Notice, and posting of the required documents on the Settlement Website, as required by this Order.

19. The forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the FRCP, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons and entities entitled thereto, and are reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise the Settlement Class Members of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

20. All reasonable fees and expenses incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid as set forth in the Stipulation. If the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs, Plaintiffs' Counsel, nor the Claims Administrator shall have any obligation to repay any amounts actually and properly disbursed or properly incurred from the Settlement Fund, except as provided in the Stipulation. Class Counsel, the Escrow Agent or their representatives are authorized and directed to prepare any Tax returns and any other Tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

21. If the Settlement becomes effective, then to be eligible to participate in any recovery from the Net Settlement Fund, each Settlement Class Member must take the following actions and be subject to the following conditions:

(a) Within ninety (90) calendar days after the deadline set by the Court for the Claims Administrator to email the Claims Package, along with a link to the Claims Administrator's website, to the Settlement Class (*see ¶ 14*), each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a properly completed Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and accompanied by adequate supporting documentation for the transactions reported therein as specified in the Proof of Claim, or by such other supporting documentation as is deemed adequate by the Claims Administrator; if the person executing the Proof of Claim is acting in a representative capacity, a certification of his or her current authority to act on behalf of the Settlement Class Member must be provided with the Proof of Claim;

(b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement as set forth therein, but will, in all other respects, be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Judgment, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Released Claims against the Released Defendants' Parties. Notwithstanding the foregoing, Class Counsel may, in its discretion (a) accept for processing late submitted claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed; and (b) waive what Class Counsel deems

to be *de minimis* or technical defects in any Proof of Claim submitted. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or Settlement. No Person shall have any claim against any Plaintiff, Plaintiffs' Counsel, or the Claims Administrator by reason of any exercise of discretion with respect to such late-submitted or technically deficient claims;

(c) Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first class mail) provided such Proof of Claim is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice;

(d) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded twenty (20) calendar days from the date of the deficiency letter or rejection letter to cure such deficiency if it shall appear that such deficiency may be cured. If any claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the claimant must, within twenty (20) calendar days from the date of mailing of the notice of such rejection, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court; and

(e) Pursuant to and as part of the completion and submission of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing of the Proof of Claim.

22. Settlement Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund but will in all other respects be subject to and bound by the terms of the Stipulation and the Judgment, if entered and if the Settlement becomes effective, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Released Claims against the Released Defendants' Parties.

23. Settlement Class Members shall be bound by all determinations and judgments in this Action whether favorable or unfavorable, unless such Persons timely and validly request exclusion from the Settlement Class, as hereinafter provided. A Settlement Class Member wishing to make such request for exclusion shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is postmarked no later than March 13, 2026 (the "Exclusion Deadline"), to the address for the Claims Administrator listed in the Long Notice. To be valid, an exclusion request must clearly (a) state the name, address, phone number, and any e-mail contact information of the Person seeking exclusion, (b) state that the sender "requests to be excluded from the Settlement Class in *Utesch v. Lannett Company, Inc., et al.*, No. 16-5932-WB (E.D. Pa.)," and (c) state (i) the date, price, and number of shares of Lannett common stock that he, she, or it purchased or acquired during the Class Period; (ii) the number of shares of Lannett common stock that he, she, or it held at the opening of trading on July 15, 2014 and at the close of

trading on January 30, 2018; and (iii) if he, she, or it sold or disposed of any shares of Lannett common stock, the dates of those sales or dispositions, the number of shares of Lannett common stock sold or disposed of and the price received for each sale and disposition. To be valid, exclusion requests must be submitted with documentary proof of (i) each purchase or acquisition and each sale or disposition of shares of Lannett common stock, providing the date of each transaction and the price paid or received; and (ii) the Person's status as a beneficial owner of the shares of Lannett common stock at issue. Any such request for exclusion must be signed and submitted by the beneficial owner. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or is otherwise accepted by the Court. The supporting documentation shall be in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Class Counsel. Group opt-outs, including "mass" or "class" opt-outs, are not permitted. The Claims Administrator and/or Class Counsel may contact any Person filing a request for exclusion, or their attorney, to discuss the exclusion and may seek information as to the transactions at issue from the Person requesting exclusion.

24. The Claims Administrator shall provide copies of all requests for exclusion and materials submitted therewith (including untimely requests and revocations of requests) to Defendants' Counsel and to Class Counsel via electronic mail within three business days of receipt, and in any event not fewer than twenty-one (21) calendar days prior to the Settlement Hearing or on receipt if received within twenty-one (21) calendar days of the Settlement Hearing. The Settlement Class will not include any Person who delivers a valid and timely request for exclusion, unless such timely request for exclusion is thereafter validly and timely revoked or retracted pursuant to paragraph 23 hereof.

25. Any Person who submits a request for exclusion may thereafter submit to the Claims Administrator, Class Counsel, Defendants' Counsel, or the Court a written revocation of that request for exclusion, provided that it is received no later than five (5) business days before the Settlement Hearing, in which event that Person will be included in the Settlement Class. All Persons who submit a valid, timely, and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

26. The Court will consider objections to the Settlement, the Plan of Allocation, awards to representative Plaintiffs, and the Fee and Expense Application, provided, however, that, absent further order of the Court, no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or Plan of Allocation or, if approved, the Judgment, or any other order relating thereto, unless that Person has filed his, her, or its objection(s) (and any supporting papers and briefs) with the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, *and* served copies of such materials no later than March 13, 2026, to each of the following:

Lawrence D. Levit  
 ABRAHAM, FRUCHTER & TWERSKY, LLP  
 450 Seventh Avenue, 38<sup>th</sup> Floor  
 New York, NY 10123  
 Email: [llevit@aftlaw.com](mailto:llevit@aftlaw.com)

Nathan Huddell  
 FOX ROTHSCHILD LLP  
 2001 Market Street, Suite 1700  
 Philadelphia, PA 19103  
 Email: [nhuddell@foxrothschild.com](mailto:nhuddell@foxrothschild.com)

To be valid, an objection must set forth: (1) the Settlement Class Member's name, address, email address, and telephone number, (2) documents sufficient to prove the Settlement Class Member's membership in the Settlement Class, including a list of all purchases, acquisitions, sales, and dispositions of shares of Lannett common stock, showing the dates and prices thereof, (3) all grounds for the Settlement Class Member's objection, including any legal and evidentiary support known to the Settlement Class Member and/or his, her, or its counsel, (4) the name, address, email

address, and telephone number of the Settlement Class Member's counsel, if any, and (5) the number of times the Settlement Class Member and/or his, her, or its counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the caption, case number, and jurisdiction of each such case, and the name of the issuer of the security or seller of the product or service at issue in each case. The objection must be signed by the objector, even if the objection is filed by counsel for the objector. Attendance at the Settlement Hearing is not necessary but Persons wishing to be heard orally in opposition to approval of the Stipulation, Plan of Allocation, awards to representative Plaintiffs, and/or the Fee and Expense Application must state in their written objection that they intend to appear at the Settlement Hearing, and must identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. If an objector hires an attorney to represent him, her, or it for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court by no later than March 13, 2026. Settlement Class Members need not appear at the Settlement Hearing or take any other action to show their approval.

27. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner prescribed above shall: be deemed to have waived all such objections; be forever foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, any Judgment approving the Settlement, and any orders approving the Plan of Allocation, awards to representative Plaintiffs, or the Fee and Expense Application; be bound by all the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the Action; and be foreclosed from appealing from any judgment or order entered in this Action.

28. All papers in support of the Settlement, Plan of Allocation, awards to representative Plaintiffs, and/or the Fee and Expense Application shall be filed and served no later than thirty-five (35) calendar days before the Settlement Hearing.

29. Any submissions filed in response to any objections or in further support of the Settlement, Plan of Allocation, awards to representative Plaintiffs, and/or Fee and Expense Application shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

30. Defendants, their counsel, their Insurers, and other Released Defendants' Parties shall have no responsibility for, or liability with respect to, the Plan of Allocation, or the Fee and Expense Application (including any payments to the representative Plaintiffs) submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

31. Pending final determination of whether the Settlement should be approved, Plaintiffs, Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Claims against any of the Released Defendants' Parties. Unless and until the Stipulation is cancelled and terminated pursuant to its terms, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order of the Court.

32. All funds held by the Escrow Agent shall be deemed to be in the custody of, and subject to the jurisdiction of, the Court until such time as such funds are either distributed or returned pursuant to the Stipulation and/or further order(s) of the Court.

33. Neither this Order, nor the Stipulation (including the Settlement as defined therein) nor any act performed or document executed pursuant to or in furtherance of the Settlement:

(a) Shall be offered, received, or construed against any Defendant as evidence of, or as evidence supporting a presumption, concession, or admission with respect to, any liability, negligence, fault, or wrongdoing, the deficiency of any defense that has been or could have been asserted, or the validity or infirmity of any claim that was or could have been asserted in the Action, or in any way referred to for any other reason as against any Defendant, in any arbitration proceeding or any civil, criminal, or administrative action or proceeding, other than for the purposes of effectuating the provisions of the Stipulation; provided, however, that if the Stipulation is approved by the Court and becomes effective pursuant to its terms, a Defendant may refer to it to effectuate the liability protection granted to him or it thereunder, and nothing in this Settlement shall restrict the ability of any Party hereto to advocate in favor or against the applicability of any offset to any claims asserted in any other action based on any amount paid herein;

(b) Shall be construed as evidence of, or evidence supporting any presumption, concession, or admission by any Defendant of the truth of, any allegations by Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation or proceeding;

(c) Shall be construed as evidence of, or evidence supporting, a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Defendant, or against Plaintiffs or any Settlement Class Member as evidence of any infirmity in the claims of Plaintiffs and the Settlement Class; or

(d) Shall be construed as evidence of, or evidence supporting, a presumption, concession, or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceedings other than this Settlement.

34. If the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any party to the Action, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, the Released Defendants' Parties, or the Released Plaintiffs' Parties, and each Plaintiff and Defendant shall be restored to his, her, or its respective litigation positions as they existed immediately prior to the execution of the Stipulation.

35. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

DATED: \_\_\_\_\_

HON. WENDY BEETLESTONE  
UNITED STATES DISTRICT JUDGE