

Exhibit B

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

RAJESH PATEL, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

v.

VIATRIS, INC., PFIZER INC., MICHAEL
GOETTLER, SANJEEV NARULA, BRYAN
SUPRAN, MARGARET M. MADDEN,
DOUGLAS E. GIORDANO, ROBERT J.
COURY, IAN READ, and JAMES KILTS,

Defendants.

) CIVIL DIVISION
) No. GD-21-13314
)

) **[PROPOSED] ORDER AND FINAL**
) **JUDGMENT APPROVING CLASS**
) **ACTION SETTLEMENT AND PLAN OF**
) **ALLOCATION**

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

WHEREAS, on _____, 2024, the Court issued its Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, For Issuance of Notice to the Class, and For Scheduling of Fairness Hearing in this Action (the "Preliminary Approval Order");

WHEREAS, it appears in the record that the Notice substantially in the form approved by the Court in its Preliminary Approval Order was mailed to all reasonably identifiable Settlement Class Members, and posted on the settlement website established by the Claims Administrator in this matter, in accordance with the Preliminary Approval Order;

WHEREAS, it appears in the record that the Summary Notice, substantially in the form approved by the Court, was published in accordance with the Preliminary Approval Order;

WHEREAS, on the ____ day of _____, 2024, following issuance of notice of the Settlement to the Settlement Class, the Court held its Fairness Hearing to determine: (1) whether the terms and conditions of the Stipulation of Settlement are fair, reasonable and adequate, and should be approved; (2) whether judgment should be entered dismissing, with prejudice, all claims asserted in the Action; (3) whether to approve the proposed Plan of Allocation as a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members; (4) whether and in what amount to award Plaintiff's Counsel attorney's fees and expenses; and (5) whether and in what amount to grant any awards to Plaintiff; and

WHEREAS, the Court has considered all matters and papers submitted to it at or in connection with the Fairness Hearing and otherwise;

NOW, THEREFORE, based upon the Stipulation of Settlement and all of the findings, records, and proceedings had herein, and it appearing to the Court upon examination, following the duly-noticed Fairness Hearing, that the Settlement is fair, reasonable, and adequate and should be finally approved, that this Order and Final Judgment should be entered, and that the proposed

Plan of Allocation 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 of Settlement, 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, Plaintiff, all Settlement Class Members, and Defendants.

3. The Court finds that, for settlement purposes only, the prerequisites for a class action under Pa. R. Civ. P. 1702, 1708, 170, 1710, and 1714 have been satisfied in that:

- (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable;
- (b) there are questions of law and fact common to the Settlement Class;
- (c) Plaintiff is a member of the Settlement Class, and the claims of the Plaintiff are typical of the claims of the Settlement Class he seeks to represent;
- (d) due to the large number of Class Members, the risks of separate actions and/or other litigation are significant in the absence of certification of the class;
- (e) Plaintiff has to date fairly and adequately asserted and protected the interests of the Settlement class, their attorneys are experienced in securities class action litigation, Plaintiff has no conflicts of interest in the maintenance of the Action, and because costs are being advanced by Plaintiff's Counsel and there is no question that counsel has adequate resources to maintain this Action, there are no problems of adequacy of financial resources on the part of Plaintiffs.
- (f) a class action is a fair and efficient method for adjudication of this controversy inasmuch as common issues predominate; and
- (g) a class action is superior to other available methods for the fair and efficient adjudication of the claims at issue.

4. Accordingly, the Court certifies this action as a class action, solely for purposes of the Settlement, pursuant to Pa. R. Civ. P. 1702, 1708, 170, 1710, and 1714, on behalf of a Class (the “Settlement Class”) consisting of all persons or entities who acquired shares of Viatris Inc. common stock in exchange for Mylan N.V. shares directly in the stock-for-stock exchange conducted pursuant to the offering materials issued in connection with the November 2020 merger of Mylan N.V. and Upjohn, Inc. to form Viatris. Excluded from the Settlement Class are Defendants; their respective successors and assigns; the past and current executive officers and directors of Viatris Inc. and Pfizer Inc.; the members of the immediate families of the Individual Defendants; and the legal representatives, heirs, successors, or assigns of any excluded person, and any entity in which any of the above excluded persons have or had a direct or controlling ownership interest, and the legal representatives, heirs, successors-in-interest or assigns of any such excluded persons or entities. Also excluded are all persons and entities that validly requested exclusion from the Settlement Class, as listed on Schedule A attached hereto.

5. Plaintiff is designated as Class Representative; and Lead Counsel, Max Schwartz of Scott+Scott Attorneys at Law LLP and David Hall of Hedin Hall LLP are appointed as counsel for the Settlement Class.

6. In accordance with the Preliminary Approval Order, the Court finds that 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, Pa. R. Civ. P. 1712 and 1714, and all other applicable laws and rules, and constituted 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 is or shall be relieved from the terms and conditions of the Settlement, including the releases provided for in the Stipulation of Settlement, 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), or to exclude themselves from the Settlement Class. Thus, it is determined that all Settlement Class Members are bound by this Order and Final Judgment, except for those persons listed on Exhibit A hereto.

7. The Court finds that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class. The Court further finds that the Settlement is the result of good faith, arm's-length negotiations; and that all Parties have been represented throughout by experienced and competent counsel. The Court further finds that the Settlement was reached only after, *inter alia*: (a) Lead Counsel had conducted an extensive pre-filing investigation; (b) Lead Plaintiff's filing of an amended class action complaint; (c) full briefing and oral argument on the Defendants' preliminary objections to the amended consolidated complaint; (d) Plaintiff's and Defendants' preparation and exchange of pre-mediation briefs, and participation in a day-long in person mediation session in New York under the auspices of a highly experienced mediator of complex commercial cases (the Hon. Layn Phillips, U.S.D.J., ret.), which led to the mediator making an independent "mediator's proposal" to settle the Action on the material terms set forth in the Stipulation; and (e) the Parties' negotiation and drafting of the detailed terms of the Stipulation of Settlement based on the mediator's proposal. Accordingly, the Court also finds that all Parties were well-positioned to evaluate benefits of the proposed Settlement against the risks of further and uncertain litigation.

8. The Court further finds that its conclusions as to the fairness, reasonableness, and adequacy of the proposed Settlement are further supported by the fact that, as noted above, it resulted from arm's length negotiation overseen by the Mediator and the mediator's proposal.

9. The Court finds that if the Settlement had not been achieved, the Parties faced the expense, risk, and uncertainty of extended litigation in connection with the claims asserted against Defendants. The Court takes no position on the merits of either Plaintiff's (including the Settlement Class's) or Defendants' liability positions but notes that the existence of substantial arguments both for and against their respective positions further supports approval of the Settlement.

10. Accordingly, the Court gives its final approval to the Stipulation of Settlement and directs the Parties to consummate the Settlement in accordance with the terms and provisions of the Stipulation of Settlement.

11. All claims asserted against all Defendants are hereby dismissed with prejudice. All parties to the Action shall bear their own costs, except as otherwise provided in the Stipulation of Settlement.

12. Plaintiff and each Settlement Class Member, on behalf of themselves and their Related Persons, shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, waived, relinquished and discharged, and shall permanently and forever be barred and enjoined from prosecuting, all Released Claims against each Released Defendants' Party, whether or not such Plaintiff or Settlement Class Member executes and delivers a Proof of Claim.

13. Defendants and 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, waived, relinquished and discharged, and shall permanently and forever be barred and enjoined from prosecuting, each and every one of the Released Defendants' Claims against each Released Plaintiff's Party.

14. Nothing contained herein shall, however, bar any Party, Released Defendants' Party, or Released Plaintiff's Party from bringing any action or claim to enforce the terms of the Stipulation of Settlement or this Order and Final Judgment.

15. The Court 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 of Settlement.

16. The Court finds that the Parties and their counsel have complied with all requirements of Pa. R. Civ. P. 1023.1 as to all proceedings herein.

17. Neither this Order and Final Judgment, the Stipulation of Settlement, nor any of the terms and provisions of the Stipulation of Settlement, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in connection therewith:

(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 Plaintiff, the sufficiency or deficiency of any defense that has been or could have been asserted in the Action, or any wrongdoing, liability, negligence or fault of the Defendants, their Related Persons, 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 any of the Defendants or their Related Persons 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 any Party or any of their Related Persons as an admission, concession or evidence of the validity or invalidity of any Released Claim or Released Defendants' Claims, the infirmity or strength of any claim raised in the Action, the truth or falsity of any fact alleged by Plaintiff or the Settlement Class, or the availability or lack of availability of meritorious defenses to the claims raised in the Action; nor

(d) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against the Defendants, or their Related Persons, or any of them, that any of Plaintiff's or the 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 Amount or that the consideration to be given pursuant to the Stipulation of Settlement represents an amount equal to, less than or greater than the amount which could have or would have been recovered after trial.

18. Notwithstanding the immediately preceding paragraph, however, the Parties and the other Released Defendants' Parties and Released Plaintiff's Parties may file the Stipulation of Settlement 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, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Parties may also file the Stipulation of Settlement and/or this Order and Final Judgment in any proceedings that may be necessary to consummate or enforce the Stipulation of Settlement, the Settlement, or this Order and Final Judgment.

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

20. Without affecting the finality of this Order and Judgment in any way, this Court retains continuing exclusive jurisdiction over all Parties to the Action and the Settlement Class Members for all matters relating to the Action, including the administration, interpretation, effectuation or enforcement of the Stipulation of Settlement, and including any application for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the Settlement Class Members.

21. 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.

22. The finality of this Order and Final Judgment shall not be affected, in any manner, by rulings that the Court may make on Plaintiff's Counsel's Fee and Expense Application.

23. If the Settlement is not consummated in accordance with the terms of the Stipulation of Settlement, then the Stipulation of Settlement and this Order and Final Judgment (including any amendment(s) thereof, and except as expressly provided in the Stipulation of Settlement or by order of the Court) shall be null and void, of no further force or effect, and without

prejudice to any of the Parties, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, and each of the Parties shall be restored to his, her or its respective litigation positions as they existed on November 17, 2023.

DATED: _____, 2024

HON. ALAN D. HERTZBERG