

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 GRANTING
) PLAINTIFF'S MOTION FOR
) PRELIMINARY APPROVAL OF CLASS
) ACTION SETTLEMENT, FOR ISSUANCE
) OF NOTICE TO THE CLASS, AND FOR
) SCHEDULING OF FAIRNESS HEARING
)
)
)

WHEREAS, Plaintiff Rajesh Patel (“Plaintiff”) in the above-captioned class action (the “Action”), on behalf of himself and the Settlement Class (as defined below) and defendants Viatri Inc., Pfizer Inc., Michael Goettler, Sanjeev Narula, Bryan Supran, Margaret M. Madden, Douglas E. Giordano, Robert J. Coury, Ian Read, and James Kilts (collectively, “Defendants”) have entered into the Stipulation and Agreement of Settlement (the “Stipulation”), and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the resolution, discharge, release, settlement, and dismissal of the Action¹ and all claims set forth therein upon and subject to the terms and conditions hereof, and 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 that:

1. Pursuant to Pa. R. Civ. P. 1702, ~~1708~~¹⁷⁰⁹, 170, 1710, and 1714, the Action is hereby certified for settlement purposes only as a class action on behalf of a Class (the “Settlement Class”) consisting of all persons or entities who acquired shares of Viatri 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 Viatri. Excluded from the Settlement Class are Defendants; their respective successors and assigns; the past and current executive officers and directors of Viatri 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

¹ Unless otherwise defined herein, all capitalized terms used herein have the same meaning as given to them in the Stipulation.

representatives, heirs, successors-in-interest or assigns of any such excluded persons or entities. Also excluded is any person or entity that validly requests exclusion from the Settlement Class.

2. This Court finds that all elements of settlement class certification are satisfied and that conditional certification of the Settlement Class, solely for purposes of the Settlement, is appropriate based on the following facts: (a) Plaintiff is a member of the Settlement Class; (b) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (c) there are questions of law and fact common to the Settlement Class; (d) the claims of Plaintiff are typical of the claims of the Settlement Class that he seeks to represent; (e) due to the large number of Class Members, the risks of separate actions and/or other litigation may be significant in the absence of certification of the class, thereby justifying the maintenance of this suit as one class action; (f) Plaintiff has to date fairly and adequately asserted and protected the interests of the Settlement class, Plaintiff's 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 Plaintiff; (g) a class action is a fair and efficient method for adjudication of this controversy as common issues predominate; (h) based on the foregoing findings, pursuant to Pa. R. Civ. P. 1702, 1708, and 1709, conditional certification of the Settlement Class, pending final certification and approval, is warranted for settlement purposes as the proposed class meets the requirements of numerosity, commonality, typicality, and fair and adequate representation, and a class action is a fair and efficient method of fully resolving this matter; (i) Plaintiff is designated as Class Representative; and (j) 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.

3. The Court preliminarily finds that: (a) the Stipulation resulted from good faith, arm's-length negotiations conducted under the auspices of an independent mediator, the Hon. Layn Phillips (U.S.D.J., ret.), 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 Fairness Hearing to be held following the issuance of such notice.

4. The Court therefore directs the issuance of notice of the Settlement to the Settlement Class Members and the scheduling of a Fairness Hearing, as set forth below.

5. The Court hereby schedules the Fairness Hearing, to be held before the Court, on June 12 2024 at 1:00 p.m.* for the following purposes:

- (a) to determine finally whether the requirements for class action treatment under Pa. R. Civ. P. 1702, 1708, and 1709 are satisfied;
- (b) to determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- (c) to determine whether the Judgment as provided under the Stipulation should be entered, dismissing the Action on the merits and with prejudice, and releasing the Released Claims as against the Released Defendants' Parties (and Released Defendants' Claims as against the Released Plaintiff's Parties) as set forth in the Stipulation;
- (d) to determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;

* at 816 City County Building, Pittsburgh, PA 15219

- (e) to consider Plaintiff's Counsel's Fee and Expense Application for an award of attorney's fees and expenses, as well as any Award to Plaintiff;
- (f) to consider any valid objections or requests to "opt out," as further provided for herein and in the accompanying proposed forms of Notice; and
- (g) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to adjourn the Fairness 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. In such event, however, Lead Counsel are directed to instruct the Claims Administrator to post notice of any such adjournment on the Settlement Website.

7. The Court approves the form and substance of: (a) the Notice; (b) the Proof of Claim and Release Form; and (c) the Summary Notice, which are Exhibits A-1, A-2, and A-3, respectively, to the Stipulation.

8. The Court finds that Lead Counsel have the authority 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.

9. AB Data, Ltd., is appointed as the Claims Administrator to supervise and administer the notice procedure and the processing of claims.

10. No later than twenty-one (21) calendar days of the date this Order is entered on the Court's docket, Defendants shall pay or cause to be paid the Settlement Amount of \$16,000,000.00 (sixteen million U.S. Dollars) into the Escrow Account. Consistent with the Parties' Stipulation, in no circumstance shall any Defendant have any obligation to pay any additional amount beyond the Settlement Amount.

11. The Claims Administrator shall cause the Notice and Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, within ten (10) business days after entry of this Order to all Settlement Class Members who can be identified with reasonable effort. In accordance with ¶4.3 of the Stipulation, to the extent it has not already done so, Viatrix Inc. shall provide (at its expense) to the Claims Administrator the last known names and addresses of all persons who, based on the records of its transfer agent, are likely 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. Nominees or custodians receiving the Notice are hereby directed, within seven (7) calendar days of receipt of the Notice, to 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 case the Claims Administrator is directed to send the Notice and Proof of Claim form promptly to such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners. The Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses, which expenses would not have been incurred but for the sending of such notice or the requirement to identify their beneficial holders, subject to further order of this Court with respect to any dispute concerning such reimbursement.

12. Lead Counsel shall, at least thirty-five (35) calendar days before the Fairness Hearing, serve upon counsel for the Defendants, and file with the Court, a document sufficient to show that the Notice, Proof of Claim and Summary Notice were disseminated as set forth herein.

Subsequently, Lead Counsel shall, at least seven (7) calendar days before the Fairness Hearing, serve upon counsel for the Defendants, and file with the Court, any additional proof related to the dissemination of the Notice, Proof of Claim and Summary Notice.

13. Lead Counsel, through the Claims Administrator, shall cause the Stipulation and its exhibits, this Order, and a copy of the Notice and Proof of Claim and Release Form to be posted on the Settlement Website to be established by the Claims Administrator for the Settlement within fourteen (14) calendar days after entry of this Order.

14. Lead Counsel, through the Claims Administrator, shall cause the Summary Notice to be published: (a) electronically once on the PRNewswire; and (b) in print once in Business Wire, within fifteen (15) business days after entry of this Order. Lead Counsel shall, at least seven (7) calendar days before the Fairness Hearing, serve upon counsel for the Defendants and file with the Court proof of publication of the Summary Notice.

15. 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 shall 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.

16. 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.

In the event the Settlement is not finally approved by the Court, or otherwise fails to become effective, neither Plaintiff nor Plaintiff's Counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, except as provided in the Stipulation.

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

- (a) Within 120 calendar days after the deadline set by the Court for the Claims Administrator to mail the Notice to the Settlement Class (*see* ¶11), 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 of Exhibit A-2 to the Stipulation, 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;
- (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 Settlement 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. Notwithstanding the foregoing, Lead 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 Lead Counsel deem to be de minimis or technical defects in any Proof of Claim submitted. No Person shall have any claim against Plaintiff, Lead Counsel, any Plaintiff's 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 it was actually received by the Claims Administrator.
- (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 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 after 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, Lead Counsel shall thereafter present the request for review to the Court.

- (e) As part 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 of their Released Claims against the Released Defendant Persons as provided in the Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with the processing of any Proofs of Claim, nor shall any discovery from or of Defendants be allowed on any topic.

18. 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 the Settlement becomes Effective, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendants' Parties with respect to the Released Claims.

19. 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 received no later than thirty (30) calendar days prior to the Fairness Hearing (the "Exclusion Deadline"), to the address for the Claims Administrator listed in the 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 *Patel v. Viatris, Inc., et al.*, No. GD-21-13314 (Ct. Com. Pl. Allegheny Cnty.)”; and (c) state the number of shares of Viatris Inc. common stock acquired 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. To be valid, exclusion requests must be submitted with documentary proof. 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 Claims Administrator and/or Lead Counsel may contact any Person filing a request for exclusion, or their attorney, to discuss the exclusion.

20. 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 Lead Counsel within three (3) business days of receipt, and in any event no later than twenty-one (21) calendar days prior to the Fairness Hearing. The Settlement Class will not include any Person who delivers a valid and timely Request for Exclusion, and any such Person will not receive a payment from the Net Settlement Fund.

21. Any Person that submits a request for exclusion may thereafter submit to the Claims Administrator, Lead Counsel, Defendants’ Counsel, or the Court a written revocation of that request for exclusion, provided that it is received prior to the Fairness Hearing, in which event that Person will be included in the Settlement Class.

22. The Court will consider objections to the Settlement, the Plan of Allocation, 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, the Plan of Allocation, the Fee and Expense Application or, if approved, the Judgment, or any other order relating thereto, unless that Person has submitted an objection to the Court, such that it is filed with the Court at least twenty-one (21) calendar days prior to the final Fairness Hearing or mailed first-class postage prepaid to the Clerk of Court, Lead Counsel, and Defendants' Counsel at the addresses listed in the Notice and postmarked no later than twenty-one (21) calendar days prior to the final Fairness Hearing. To be valid, a Settlement Class Member's objection must substantially comply with the following requirements, namely, it must set forth the Settlement Class Member's: (1) name, address, and telephone number, (2) a list of all of their acquisitions of shares of Viatris Inc. common stock acquired 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, (3) all documentation and account statements necessary to show their acquisitions of 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 (4) all grounds for the objection, and (5) the name, address, and telephone number of the Settlement Class Member's counsel, if any. The objection must also state whether it applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection. The objection must be signed by the objector, even if the objection is filed by counsel for the objector. Attendance at the Fairness Hearing is not necessary but Persons wishing to be heard orally in opposition to approval of the Stipulation, the Plan of Allocation, and/or the Fee and Expense Application must state in their written objection that they intend to appear at the Fairness Hearing, and must identify any witnesses they may call to testify or exhibits

they intend to introduce into evidence at the Fairness Hearing, provided, however, that the Court may excuse such requirements upon a showing of good cause. Settlement Class Members need not appear at the Fairness Hearing or take any other action to show their approval.

23. Unless otherwise ordered by the Court upon a finding of good cause shown, 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 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.

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

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

26. Defendants, their counsel, their insurers, and the 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 Plaintiff) submitted by Plaintiff's Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

27. Pending final determination of whether the Settlement should be approved, Plaintiff, all 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.

28. 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, the Plan of Allocation, and/or further order of the Court.

29. Neither this Order, nor 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 Plaintiff, the sufficiency or deficiency of any defense that has been or could have been asserted in either Action, or of any deception, wrongdoing, liability, negligence, or fault of the Defendants, the Released Defendants' Parties, or each or any of them, or that Plaintiff or any Settlement Class Member was harmed or damaged by any conduct by any Defendant;
- (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misstatement or omission with respect to any statement or written document attributed to, approved or made by the Defendants or the Released Defendants' Parties in any arbitration proceeding or any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal;

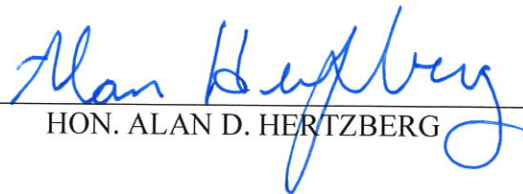
- (c) is or may be deemed to be or shall be used, offered or received against the Parties, Defendants, the Released Defendants' Parties, the Released Plaintiff's Parties, or any of them, as an admission, concession, or evidence of the validity or invalidity of the Released Claims, the infirmity or strength 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; and
- (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, the Released Defendants' Parties, the Released Plaintiff's Parties, or any of them, that any of Plaintiff's 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.

30. In the event 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, 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 Plaintiff's Parties, and each Plaintiff and Defendant shall be restored to his, her, or its respective litigation positions as they existed as of November 17, 2023. Consistent

with the terms of the Parties' Stipulation, any portion of the Settlement Amount previously paid by or on behalf of the Defendants, together with any interest earned thereon (and, if applicable, repayment of any award of Attorneys' Fees and Expenses), less any portion of the up to \$500,000 that Plaintiff's Counsel may pay from the escrow account without further court order that is allocable to the actual and reasonable Notice and Administration Costs incurred and any Taxes paid or due, shall be returned to the party that contributed the funds within fourteen (14) business days after the date of the event causing termination. Notwithstanding anything to the contrary, the provisions of ¶¶ 1.1-1.52, 2.5-2.6, 4.2, 4.4, 5.1-5.5, 7.2, 10.5-10.9 and 11.8 of the Stipulation shall survive termination.

31. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement and the Stipulation including, by way of illustration and not limitation, the enforcement thereof.

DATED: February 16, 2024



HON. ALAN D. HERTZBERG