

Exhibit 1

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

RAJESH PATEL, Individually and on Behalf)	CIVIL DIVISION
of All Others Similarly Situated,)	No. GD-21-13314
)	
Plaintiff,)	
)	
v.)	
)	
VIATRIS, INC., PFIZER INC., MICHAEL)	STIPULATION AND AGREEMENT OF
GOETTLER, SANJEEV NARULA, BRYAN)	SETTLEMENT
SUPRAN, MARGARET M. MADDEN,)	
DOUGLAS E. GIORDANO, ROBERT J.)	
COURY, IAN READ, and JAMES KILTS,)	
)	
Defendants.)	

This Stipulation and Agreement of Settlement (the “Stipulation”) is entered into by and among plaintiff Rajesh Patel (“Plaintiff”), on behalf of himself and the putative Settlement Class¹; and defendants Viatris 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”), by and through the Parties’ respective counsel. The Stipulation is intended by Plaintiff and Defendants to fully, finally and forever resolve, discharge, release and settle the Released Claims (as defined below) upon and subject to the terms and conditions hereof, and to be submitted to the Court for preliminary and final approval as required by Rule 1714 of the Pennsylvania Rules of Civil Procedure.

WHEREAS, on October 28, 2021, Plaintiff filed a class action complaint in this Court, styled *Patel v. Viatris, Inc., et al.*, No. GD-21-13314 (Ct. of Comm. Pleas Allegheny Cty.), alleging violations of federal securities laws against Defendants;

WHEREAS, from December 2021 to September 2022, a removal proceeding occurred and was denied in the Western District of Pennsylvania;

WHEREAS, on January 3, 2023, Plaintiff filed his Amended Class Action Complaint (the “Amended Complaint”);

WHEREAS, on March 17, 2023, Defendants filed their Preliminary Objections to the Amended Complaint pursuant to Pennsylvania Rules of Civil Procedure 1028(a)(2), (a)(3), and (a)(4);

WHEREAS, on June 2, 2023, Plaintiff filed his Memoranda in Opposition to Defendants’ Preliminary Objections to the Amended Class Action Complaint;

¹ All capitalized words and terms that are not otherwise defined in this Stipulation have the meaning ascribed to them below in the section entitled “Definitions.”

WHEREAS, on July 14, 2023, Defendants filed their Reply Memoranda in support of their Preliminary Objections to the Amended Complaint;

WHEREAS, on August 8, 2023, the Court held a hearing on Defendants' Preliminary Objections to the Amended Complaint;

WHEREAS, on August 29, 2023, Pfizer Inc. filed its Supplemental Memorandum in Support of its Preliminary Objections to the Amended Complaint;

WHEREAS, on September 6, 2023, Plaintiff filed his Supplemental Memorandum in Opposition to Defendants' Preliminary Objections to the Amended Class Action Complaint;

WHEREAS, on September 28, 2023, Defendants filed their respective Briefs in Response to Plaintiff's Supplemental Opposition;

WHEREAS, Plaintiff and Defendants, through their counsel, commenced preliminary discussions regarding the possibility of trying to resolve the claims at issue through mediation, and the Parties ultimately agreed to retain a highly experienced mediator of securities class actions, the Hon. Layn R. Phillips (U.S.D.J., ret.) ("Judge Phillips" or the "Mediator") for that purpose;

WHEREAS, Plaintiff and the Defendants prepared and exchanged mediation statements on November 8, 2023, in advance of the mediation;

WHEREAS, on November 17, 2023, representatives of the Parties attended a full-day, in person mediation session in New York City with the Mediator;

WHEREAS, at the end of this full-day mediation session, the Mediator made a "mediator's proposal" for a settlement of all claims asserted in the Action under which, *inter alia*, Plaintiff on behalf of himself and the putative class would settle, compromise and release all claims against Defendants and related entities in exchange for the Defendants' payment of \$16,000,000.00;

WHEREAS, the Parties accepted the mediator's proposal in principle, subject to the resolution of certain non-monetary terms prior to the execution of a final stipulation of settlement;

WHEREAS, the Parties executed a Memorandum of Understanding setting forth the material terms and conditions of the resolution of the Action;

WHEREAS, on November 17, 2023, the Parties jointly requested that the Court suspend the pending court proceedings;

WHEREAS, after taking into account the uncertainties, risks and likely costs and expenses of further litigation over the Released Claims in this complex securities action, Plaintiff and his counsel believe that the settlement set forth herein is fair, reasonable, and in the best interests of Settlement Class Members (as defined herein);

WHEREAS, Defendants have denied and continue to deny each and all of the claims alleged by Plaintiff, including all allegations of wrongdoing, fault, damages or liability whatsoever arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in this Action, but have also, after taking into account the potential costs, uncertainties, and risks of further litigation, determined to fully and finally settle and resolve the claims asserted against them in the manner and upon the terms and conditions set forth herein;

NOW, THEREFORE, without any admission or concession whatsoever on the part of Plaintiff or any Settlement Class Member of any lack of merit of any claims in the Action, and without any admission or concession whatsoever on the part of Defendants of any liability, wrongdoing, fault, or lack of merit in the defenses they have asserted in the Action, the Parties hereby STIPULATE AND AGREE, by and through their respective undersigned attorneys, and subject to judicial approval as further set forth herein, in consideration of the benefits flowing to the Parties hereto from the Settlement, that all Released Claims (as defined below) as against the

Released Defendants' Parties (as defined below) and all Released Defendants' Claims (as defined below) as against the Released Plaintiff's Parties (as defined below) shall be compromised, resolved, settled, released, and discharged, upon and subject to the following terms and conditions, as set forth below:

1. DEFINITIONS

As used in this Stipulation, the following terms have the meanings specified below:

1.1 "Action" (or "this Action") means *Patel v. Viatris, Inc., et al.*, No. GD-21-13314 (Ct. of Com. Pleas Allegheny Cty.).

1.2 "Alternative Judgment" means a form of judgment with terms materially different from those set forth in the form of judgment that is attached hereto as Exhibit B.

1.3 "Attorneys' Fees and Expenses" means any portion of the Settlement Fund approved by the Court for payment to counsel who have represented Plaintiff or the proposed Class, including such counsel's attorneys' fees, costs, litigation expenses, and fees and expenses of experts (excluding Notice and Administration Expenses).

1.4 "Authorized Claimant" means a Settlement Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

1.5 "Award to Plaintiff" means any portion of the Settlement Fund approved by the Court for payment to the Plaintiff for his service to the Settlement Class in this Action.

1.6 "Claim Form" has the same meaning as "Proof of Claim" (defined below).

1.7 "Claimant" means a putative Settlement Class Member who submits a Proof of Claim.

1.8 "Claims Administrator" means A.B. Data, Ltd., or such other claims administration firm that may be appointed by the Court to administer the Settlement and disseminate notice to the Settlement Class.

1.9 “Class” has the same meaning as “Settlement Class.”

1.10 “Court” means the court in the Action, which is the Court of Common Pleas, Allegheny County, Pennsylvania.

1.11 “Defendants” refers collectively to (a) Viatrix Inc.; (b) Pfizer Inc.; and (c) the “Individual Defendants,” consisting of (i) Michael Goettler, (ii) Sanjeev Narula, (iii) Bryan Supran, (iv) Margaret M. Madden, (v) Douglas E. Giordano, (vi) Robert J. Coury, (vii) Ian Read, and (viii) James Kilts.

1.12 “Defendants’ Counsel” means the law firms of Williams & Connolly LLP, Simpson Thacher & Bartlett LLP, Wilson Sonsini Goodrich & Rosati, P.C, Dentons Cohen & Grigsby P.C., and Pietragallo Gordon Alfano Bosick & Raspanti, LLP.

1.13 “Effective Date” means the date on which all the conditions set forth below in ¶10.1 shall have been satisfied.

1.14 “Escrow Account” means the segregated and separate interest-bearing escrow account to be established with the Escrow Agent (subject to judicial oversight) into which the Settlement Amount will be deposited for the benefit of Settlement Class Members, and which will thereafter hold the assets of the Settlement Fund (subject to the making of such awards, payments, and distributions as authorized herein).

1.15 “Escrow Agent” means Huntington National Bank or its duly appointed successor, or such other bank as may be proposed by Lead Counsel and approved by the Court.

1.16 “Fairness Hearing” means the hearing scheduled by the Court to determine whether (a) the Settlement is fair, reasonable, and adequate, (b) the Plan of Allocation is fair, reasonable and adequate; and (c) Plaintiff’s Counsel’s request for an award of Attorneys’ Fees and Expenses, including any Award to Plaintiff, is reasonable.

1.17 “Fee and Expense Application” has the meaning given to that term in ¶7.1 below.

1.18 “Final” shall mean, with respect to the Judgment of the Court dismissing or declining to dismiss with prejudice the claims brought against the Defendants, a Judgment:

- (a) as to which there is no pending stay, motion for reconsideration, motion for rehearing, motion to vacate, appeal, petition for writ of certiorari or similar request for relief;
- (b) if no appeal or review is filed, the day following the expiration of the time to appeal or petition for review; or
- (c) if there is an appeal or review, the day after such Judgment is affirmed or the appeal or review is dismissed or denied, and such Judgment is no longer subject to further judicial review, including upon appeal or review by writ of certiorari.

1.19 “Judgment” means either (a) the proposed judgment to be entered approving the Settlement, substantially in the form attached hereto as Exhibit B; or (b) an Alternative Judgment, if expressly agreed in writing by all of the Parties.

1.20 “Lead Counsel” means the law firms of Scott+Scott Attorneys at Law LLP and David W. Hall of Hedin Hall LLP².

1.21 “Mediator” means the Hon. Layn R. Phillips (U.S.D.J., ret.).

1.22 “Net Settlement Fund” means the Settlement Fund less: (a) Taxes and any Tax Expenses; (b) the Notice and Administration Expenses as authorized by this Stipulation; (c) Attorneys’ Fees and Expenses authorized by the Court; (d) any Award to Plaintiff authorized by the Court; and (e) any other fees and expenses authorized by the Court.

1.23 “Notice” means the Notice of Proposed Settlement of Class Action, substantially in the form attached hereto as Exhibit A-1, which is to be sent to members of the Settlement Class.

² Hedin Hall LLP shall include David W. Hall’s successor firm thereto.

1.24 “Notice and Administration Expenses” means the reasonable costs and expenses incurred in connection with locating Settlement Class Members; preparing, printing, mailing, and publishing the Notice and the Summary Notice; soliciting the submission of proofs of claims; assisting with the submission of proofs of claim; processing Proof of Claim and Release forms; administering and distributing the Net Settlement Fund to Authorized Claimants; tax preparation expenses; paying escrow fees and costs (if any); and any related acts. All such Notice and Administration Expenses shall be paid from the Settlement Fund.

1.25 “Parties” means the undersigned parties to this Stipulation.

1.26 “Person” means any individual, corporation, partnership, limited liability company or partnership, limited partnership, professional corporation, association, joint stock company, trust, estate, unincorporated association, government or any political subdivision or agency thereof, and any other type of legal or political entity, any representative, and, as applicable, his, her or its respective spouses, heirs, predecessors, successors-in-interest, representatives, and assigns.

1.27 “Plaintiff” means plaintiff Rajesh Patel.

1.28 “Plaintiff’s Counsel” refers collectively to Scott+Scott Attorneys at Law LLP, Hedin Hall LLP, The Schall Law Firm and Lynch Carpenter LLP.

1.29 “Plan of Allocation” means the plan for allocating the Net Settlement Fund described in the Notice, or in any alternate plan approved by the Court, whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released Defendants’ Parties shall have no liability with respect thereto.

1.30 “Preliminary Approval Order” or “Preliminary Order” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class, substantially in the form attached hereto as Exhibit A.

1.31 “Proof of Claim” means the Proof of Claim and Release, substantially in the form attached hereto as Exhibit A-2 to Exhibit A.

1.32 “Related Persons,” when used in reference to a Person, means (a) the Person; (b) for natural persons, each of that Person’s respective immediate family members and any trust which that Person is the settlor of or which is for the benefit of any such Person and/or the members of his or her family, and, for non-natural persons, each of their direct or indirect parents, subsidiaries, divisions, and departments; and (c) for any of the entities or Persons listed at (a) or (b) above, their respective past, present or future parents, subsidiaries and affiliates, and their respective directors, officers, managers, managing directors, partners, members, principals, employees, auditors, accountants, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, and administrators, in their capacities as such, and any entity in which the Person has a controlling interest.

1.33 “Released Claims” means all claims (including “Unknown Claims”), demands, losses, rights, damages, and causes of action of any nature whatsoever, whether in law or in equity, that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Plaintiff, any member of the Settlement Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any of the Released Defendants’ Parties, that both (a) arise out of, are based on, or relate in any way to any of the allegations, acts, transactions, facts, events, matters,

occurrences, statements, representations or omissions involved, set forth, alleged or referred to in the Action, or which could have been alleged in the Action, and (b) arise out of, are based on, or relate to (i) the purchase or acquisition of any Viatris Inc. shares in exchange for common shares of Mylan N.V. in connection with the November 2020 merger of Mylan N.V. and Upjohn, Inc., or (ii) the purchase or acquisition of any Mylan N.V. shares during the period June 30, 2020 through November 16, 2020. “Released Claims” does not, however, include claims to enforce the settlement.

1.34 “Released Defendants’ Claims” means all claims (including, but not limited to “Unknown Claims”), demands, losses, rights, and causes of action of any nature whatsoever by the Released Defendants’ Parties or any of them against Plaintiff, members of the Settlement Class, or Plaintiff’s Counsel, 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 (a) Defendants, (b) each of their respective immediate family members (for individuals) and each of their direct or indirect parent entities, subsidiaries, related entities and affiliates (including Mylan N.V.), any trust of which any Individual Defendant is the settler or which is for the benefit of any Defendant and/or member(s) of his or her family, and (c) for any of the entities listed at (a) or (b), their respective past and present 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, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such, and any entity in which a Defendant has a controlling interest.

1.36 “Released Plaintiff’s Parties” means (a) Plaintiff and the members of the Settlement Class, and (b) each of their respective 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 Plaintiff’s 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 “Settlement” means the settlement of the Action on the terms set forth in this Stipulation.

1.38 “Settlement Amount” means the sum of US \$16,000,000.00 (sixteen million U.S. dollars) in cash, to be deposited into the Escrow Account pursuant to ¶2.1.

1.39 “Settlement Class” (or “Class”) means 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. Defendants agree to stipulate to the Settlement Class solely for purposes of the Settlement. 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 will be any person or entity that validly requests exclusion from the Settlement Class.

1.40 “Settlement Class Member” (or “Class Member”) means any Person who falls within the definition of Settlement Class (as defined above).

1.41 “Settlement Distribution Order” means an order to be entered by the Court, upon application of Lead Counsel, in accordance with ¶4.10 below, which authorizes the Claims Administrator to distribute the Net Settlement Fund to Authorized Claimants.

1.42 “Settlement Fund” means the Settlement Amount held by the Escrow Agent and any interest earned thereon.

1.43 “Summary Notice” means the Summary Notice of (a) Pendency of Class Action and proposed Partial Settlement, (b) Settlement Fairness Hearing; and (c) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit A-3.

1.44 “Tax Expenses” means expenses and costs incurred in connection with the operation and implementation of ¶5.3 (including, without limitation, expenses of tax attorneys and/or accountants, and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in ¶5.3).

1.45 “Taxes” means: taxes (including any 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 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.

1.46 “Unknown Claims” means any and all Released Claims against the Released Defendants’ Parties that Plaintiff or any Settlement Class Member does not know or suspect to

exist in his, her or its favor at the time of their release, and any and all Released Defendants' Claims against the Released Plaintiff 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 or the releases. With respect to any and all Released Claims and Released Defendants' Claims, the Parties agree that, upon the Effective Date, Plaintiff and each Defendant shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the judgment shall have 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, 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."

2. THE SETTLEMENT CONSIDERATION; ESTABLISHMENT OF ESCROW ACCOUNT

2.1. Defendants shall pay, or cause to be paid, in cash, the sum of U.S. \$16,000,000.00 (sixteen million U.S. dollars) to settle and release the Released Claims by no later than 21 (twenty-one) calendar days from the date the Court enters the Preliminary Approval Order and shall pay the Settlement Amount into the Escrow Account (to be established for the benefit of the Settlement Class). Under no circumstance shall any Defendant have any obligation to pay any additional amount beyond the Settlement Amount.

2.2. The Settlement Fund shall be used to pay: (a) Taxes and any Tax Expenses, (b) the Notice and Administration Expenses as authorized by this Stipulation; (c) Attorneys' Fees and Expenses authorized by the Court; (d) any Award to Plaintiff authorized by the Court; and (e) other

fees and expenses, if any, authorized by the Court. The balance of the Settlement Fund remaining after the above payments shall constitute the Net Settlement Fund, which shall be distributed to the Authorized Claimants in accordance with this Stipulation.

2.3. The Settlement is non-recapture, *i.e.* it is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Released Defendants' Parties, or any other Person or entity who or which paid any portion of the Settlement Amount (including, without limitation, any Defendants' insurance carriers), shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

2.4. Any sums required to be held in escrow hereunder shall be held by the Escrow Agent, which shall be controlled by Lead Counsel (subject to the supervision of the Court) for the benefit of the Settlement Class until the Effective Date. To the extent that money is not paid out from the Settlement Fund as authorized by this Stipulation or as otherwise ordered by the Court, all assets held by the Escrow Agent in the Settlement Fund shall be deemed to be held in *custodia legis* and shall remain subject to the jurisdiction of the Court until such time as they shall be distributed or returned pursuant to this Stipulation and/or further order of the Court. Other than amounts disbursed for Notice and Administration Expenses, Taxes and Tax Expenses, and Attorneys' Fees and Expenses, the remainder of the Settlement Fund shall not be distributed before the Effective Date occurs. The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon order of the Court. The Escrow Agent shall bear all risks related to the holding of the Settlement Fund in the Escrow Account.

2.5. The Escrow Agent, at the direction of Lead Counsel, shall invest all funds exclusively in eligible investments, meaning obligations or securities issued or guaranteed by the United States Government or any agency or instrumentality thereof, backed by the full faith and

credit of the United States, or fully insured by the U.S. Government or an agency thereof, and including any mutual funds or similar funds invested solely in such obligations or securities, and the Escrow Agent (unless otherwise instructed by Lead Counsel) shall reinvest the proceeds of these obligations or securities as they mature in similar instruments at their then-current market rates. Interest earned on the money deposited into the Escrow Account shall be part of the Settlement Fund.

2.6. Neither the Parties nor their respective counsel shall be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for (a) the payment of claims, taxes (including interest and penalties), legal fees, or any other expenses payable from the Settlement Fund; (b) the investment of any Settlement Fund assets; or (c) any act, omission, or determination of the Escrow Agent.

3. SCOPE AND EFFECT OF SETTLEMENT

3.1. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of: (a) all claims asserted in the Action; (b) any and all Released Claims as against the Released Defendants' Parties; and (c) any and all Released Defendants' Claims as against the Released Plaintiff's Parties, as more fully set forth herein.

3.2. Upon the Effective Date of this Settlement, Plaintiff and each Settlement Class Member, on behalf of themselves and their Related Persons, shall be deemed to have, and by operation of the 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 of the Released Defendants' Parties, whether or not such Plaintiff or Settlement Class Member executes and delivers a Proof of Claim.

3.3. Upon the Effective Date of this Settlement, each Defendant, and each of the Released Defendants' Parties in their capacities as such shall be deemed to have, and by operation

of the 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 of the Released Plaintiff's Parties.

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

4. ISSUANCE OF NOTICE; ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL AWARDS, AND DISTRIBUTION OF NET SETTLEMENT FUND

4.1. The Claims Administrator shall (a) administer the issuance of notice to the Settlement Class in accordance with the terms of the Preliminary Approval Order and any other orders of the Court, (b) determine the validity of the Proofs of Claim submitted and calculate the recognized loss amounts of Authorized Claimants that shall be allowed, (c) administer the distribution of the Net Settlement Fund to Authorized Claimants, and (d) otherwise provide such claims administration services as are customary in settlements of this type, subject to such supervision of Lead Counsel and (as appropriate or as circumstances may require) the Court. The Claims Administrator shall be retained subject to the condition that it agrees to be subject to the jurisdiction of the Court.

4.2. Notice and Administration Expenses shall be paid from the Settlement Fund. 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 related administrative expenses without further court order, up to \$500,000 (five hundred thousand U.S. dollars). In no event shall Plaintiff or any Plaintiff's Counsel be responsible to pay any amount for 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, Viatris Inc. shall use reasonable efforts to provide to the Claims Administrator (at no cost to the Settlement Class and within seven (7) calendar days of the entry of the Preliminary Approval Order) the last known names and addresses of all Persons or entities who, based on the records of its transfer agent, are former Mylan N.V. shareholders who acquired shares of Viatris 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.

4.4. The Released Defendants' Parties shall have no role in, or any liability, obligation, or responsibility for, the dissemination of the Notice (other than as provided in ¶4.3 above), the administration of the Settlement, or the distribution of the Settlement Fund, including with respect to: (a) any act, omission, or determination by Plaintiff's Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (c) the payment or withholding of any taxes (including interest and penalties), expenses, and/or costs incurred with the taxation of the Settlement Fund or the filing of any federal, state, or local returns. The Released Defendants' Parties take no position as to the adequacy of the administration of claims in connection with the distribution of the Settlement Fund.

4.5. Each Settlement Class Member wishing to participate in the Settlement shall be required to submit to the Claims Administrator a Proof of Claim, substantially in the form set forth in Exhibit A-2 hereto and as approved by the Court, which, *inter alia*, will also provide for the release of all Released Claims as against all Released Defendants' Parties. Each Proof of Claim

must be signed under penalty of perjury by the beneficial owner(s) of the Viatrix Inc. shares that are the subject of the Proof of Claim, or by someone with documented authority to sign for the beneficial owner(s) of such shares and must be supported by such documents as specified in the Instructions contained in the Proof of Claim form.

4.6. All Proofs of Claim must be received within the time prescribed in the Preliminary Approval Order unless otherwise ordered by the Court. Any Settlement Class Member who fails to submit a properly completed Proof of Claim within such period as shall be authorized by the Court shall be forever barred from receiving any payments pursuant to this Stipulation or from the Net Settlement Fund (unless Lead Counsel in its discretion deems such late submission to be a formal or technical defect and waives the lateness of the submission in the interest of achieving substantial justice, or unless by order the Court approves that Settlement Class Member's untimely submitted Proof of Claim), but will in all other respects be subject to the provisions of this Stipulation and the Judgment (or any Alternative Judgment), including, without limitation, the release of the Released Claims and dismissal of the Action. Proof of Claims shall be deemed to have been submitted when actually received by the Claims Administrator.

4.7. Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator who shall determine, under the supervision of Lead Counsel, in accordance with this Stipulation and any applicable orders of the Court, the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to ¶4.9 below.

4.8. Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim, the Claims Administrator shall communicate with the Claimant to give the Claimant the opportunity 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 Proofs of Claim they propose to reject in whole or in part, setting forth the reasons thereof, and shall indicate in such deficiency notice that the Claimant whose claims are to be rejected has the right to review by the Court if the Claimant so desires and complies with the requirement of ¶4.9 below.

4.9. If any Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice required by ¶4.6 above, serve upon the Claims Administrator a written statement of reasons indicating the Claimant's ground for contesting the rejection along with copies of 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 request for review to the Court.

4.10. The administrative determination of the Claims Administrator accepting and rejecting claims shall be presented by Plaintiff to the Court in a motion for approval of the Settlement Distribution Order. All Plaintiffs, Settlement Class Members, Claimants, and Released Plaintiff's 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 as provided herein. The decision of the Court with respect to objections to the Claims Administrator's claim determinations shall be final and binding on all Plaintiffs, Settlement Class Members, Claimants, and Released Plaintiff's Parties, and there shall be no appeal to any court, such right of appeal having been knowingly and intentionally waived by each Plaintiff, Settlement Class Member, Claimant, and Released Plaintiff's Party.

4.11. 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 such Claimant's claim, and such Claimant's claim will be subject to investigation, provided that such investigation shall be limited to that Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's claim. 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.

4.12. Payment pursuant to this Stipulation shall be deemed final and conclusive against all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund but shall otherwise be bound by all of the terms of the Judgment (or Alternative Judgment) to be entered in the Action and the releases provided for in this Stipulation and will be barred from bringing any action against the Released Defendants' Parties arising out of or relating to the Released Claims.

4.13. All proceedings with respect to the administration, processing, and determination of claims described in this Stipulation 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.

4.14. After the Claims Administrator calculates the recognized alleged losses of each Authorized Claimant, Lead Counsel shall file a motion for distribution of the Net Settlement Fund with the Court, requesting the Court: (a) to authorize the payment from the Settlement Fund of any as yet unpaid Notice and Administration Expenses; (b) to resolve (if it has not previously done so or been asked to do so) any objections with respect to any rejected or disallowed claims; and (c) approve the distribution of the Net Settlement Fund to the Authorized Claimants upon final resolution of any rejected or disallowed claims. Such motion shall not be filed until after all of the following conditions have been met: (i) the Effective Date has occurred; (ii) 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 by the Claims Administrator concerning such rejection or disallowance; and (iii) all matters with respect to the Fee and Expense Application have been resolved by the Court, and any appeals therefrom have been resolved or the time therefor has expired.

4.15. If any balance remains in the Net Settlement Fund six (6) months after the date of the initial distribution of the Net Settlement Fund (by reason of tax refunds, uncashed checks or otherwise), Lead Counsel shall request the Claims Administrator, if economically feasible and reasonable, to reallocate such balance in an equitable fashion following the Plan of Allocation among those Authorized Claimants who have cashed their checks, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution. If any balance shall still remain in the Net Settlement Fund six (6) months after such re-distribution, and the Claims Administrator in consultation with Lead Counsel determine that another re-distribution using the method described in this paragraph is not economically reasonable, then after the final distribution such balance shall be contributed to the Pennsylvania Interest on Lawyers Trust Account Board and may also be distributed to a 501(c)(3) nonprofit organization selected by Lead Counsel and approved by the Court.

4.16. No Person shall have any claim against any of the Released Defendants' Parties (including any Defendants' Counsel) based on the determinations or distributions made in connection with this Stipulation and Settlement, the Plan of Allocation, or any orders of the Court. In addition, no Person shall have any claim against any of the Released Plaintiff's Parties (including Plaintiff's 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 any orders of the Court. In addition, the Released Defendants' Parties shall have no liability with respect to the Plan of Allocation pursuant to Sections 1.29 and 6.3 of this Stipulation.

5. TAX TREATMENT

5.1. The Parties agree that the Settlement Fund is intended at all times to be, and shall to the maximum extent permitted by law be treated as, a qualified settlement fund within the meaning of Treasury Regulation §1.468B-1 and §468B of the Internal Revenue Code of 1986, as amended (the "Code"), for the taxable years of the Settlement Fund, beginning with the date it is created. In addition, the Escrow Agent and, as required, Plaintiff and Defendants, shall jointly and timely make such elections as are necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" (as defined in Treasury Regulation §1.468B-1(j)(2)(ii)) back to the earliest permitted date; provided that no election under Treasury Regulation §1.468B-1(k) to treat a qualified settlement fund as a subpart E trust shall be made. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.2. For purposes of §468B of the Code and the regulations promulgated thereunder, the "administrator" shall be the Claims Administrator. The Claims Administrator shall timely and properly file all tax returns necessary or advisable with respect to the Settlement Fund, and make all required payments of Taxes, including deposits of estimated Tax payments in accordance with Treas. Reg. §1.468B-2(k). Such tax returns (as well as the elections described in ¶5.1 above) shall be consistent with this Section 5 and reflect that all Taxes and Tax Expenses (including any

estimated Taxes and Tax Expenses, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

5.3. All Taxes and Tax Expenses shall be paid out of the Settlement Fund. In all events, the Released Defendants' Parties shall have no liability for Taxes and Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything in this Stipulation to the contrary) to withhold from distribution to Settlement Class Members any funds necessary to pay such Taxes and Tax Expenses or any other amounts required to be withheld by applicable laws, including pursuant to Treasury Regulation §1.468B-2(l), including the establishment of adequate reserves for any Taxes and Tax Expenses. Plaintiff and Defendants agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

5.4. The Released Defendants' Parties and Defendants' Counsel shall have no liability for or obligations with regard to Taxes and Tax Expenses, including with respect to acts or omissions of the Claims Administrator or its agents with respect thereto. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each Released Defendants' Parties and Defendants' Counsel harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

5.5. Plaintiff and Plaintiff's Counsel shall have no liability for or obligations with regard to Taxes and Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold Plaintiff and each of Plaintiff's Counsel harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

6. ALLOCATION OF NET SETTLEMENT FUND

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 Claim as defined in the Plan of Allocation described in the 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 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) solely by Lead Counsel. Defendants will have no involvement in or responsibility for preparing the Plan of Allocation and will take no 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 (or Alternative Judgment) approving the Settlement. Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Claim compared to the total Recognized Claims of all accepted claimants.

6.3. Defendants shall have no involvement in the solicitation or review of Proofs of Claim and shall have no involvement in the administration process itself, which shall be conducted by the Claims Administrator in accordance with this Stipulation, the Plan of Allocation, and any orders that may be entered by the Court. No Claimant or Authorized Claimant shall have any claim against any Released Defendants' Parties or their counsel based on, or in any way relating to, the distributions from the Settlement Fund.

6.4. No Authorized Claimant shall have any claim against Plaintiff's Counsel or the Claims Administrator based on, or in any way relating to, the distributions from the Net Settlement Fund that have been made substantially in accordance with this Stipulation and any applicable orders of the Court.

7. THE FEE AND EXPENSE APPLICATION

7.1. Lead Counsel will submit an application to the Court (the "Fee and Expense Application") for an award of Attorneys' Fees and Expenses, including for (a) any and all attorneys' fees and payment of litigation costs and expenses incurred in connection with the investigation, filing, prosecution, and settlement of the Action, plus interest on such amounts awarded at the same rate as earned on the Settlement Fund until paid; and (b) an Award to Plaintiff. That application will be based on a percentage of the Settlement Fund.

7.2. Any Attorneys' Fees and Expenses awarded by the Court shall be payable from the Settlement Fund 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 shall thereafter be solely responsible for allocating the Attorneys' Fees and Expenses among all counsel who have represented Plaintiff or the proposed Settlement Class in a manner in which Lead Counsel may agree or have agreed based on their assessment of the overall respective contributions of such counsel to the initiation, prosecution, and resolution of the Action. However, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, any Attorneys' Fees and Expense award is overturned or reduced, or if the Settlement is terminated or is not approved by the Court, or if there is an appeal and any order approving the Settlement does not become final and binding upon the Settlement Class, then, within fifteen (15) business days after receiving notice from any Defendants' Counsel of such an order from a court of appropriate

jurisdiction, each Plaintiff's Counsel law firm that has received any fees or expenses shall refund to the Settlement Fund such funds previously paid to it, plus interest thereon at the same rate as earned on the Settlement Fund, in an amount consistent with such reversal or reduction. Each law firm that serves as counsel to Plaintiffs, as a condition of receiving a portion of the Attorneys' Fees and Expense award, on behalf of itself and each partner, shareholder, or member of it, agrees that the law firm and its partners, shareholders, and/or members are subject to the jurisdiction of the Court for purposes of enforcing the provisions of this paragraph.

7.3. The Released Defendants' Parties and Defendants' Counsel shall have no responsibility for or liability with respect to any payment or allocation of any award of Attorneys' Fees and Expenses from the Settlement Fund.

7.4. It is agreed that the procedure for and the allowance or disallowance by the Court of any Fee and Expense Application shall be considered by the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Application, 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 this Stipulation or affect or delay its finality, and shall have no effect on the terms of this Stipulation or on the validity or enforceability of this Settlement. The approval, finality and effectiveness of the Settlement shall not be contingent on an award of Attorneys' Fees and Expenses, or on any Award to Plaintiff.

8. THE PRELIMINARY APPROVAL ORDER

8.1. Promptly after execution of this Stipulation, the Parties shall submit the Stipulation together with its exhibits to the Court, and Lead Counsel shall apply for entry of a Preliminary Approval Order in connection with settlement proceedings substantially in the form annexed hereto as Exhibit A, providing for, among other things: (a) preliminary approval of the Settlement

as set forth in this Stipulation; (b) the setting of deadlines for the mailing of the Notice and dissemination of the Summary Notice; (c) the setting of deadlines for Settlement Class Members to submit Proofs of Claim, requests for exclusion from the Settlement Class (also known as “opt-out” requests), or objections to the proposed Settlement, Plan of Allocation and/or the Fee and Expense Application; (d) the setting of the time, date and location for the Fairness Hearing; (e) approval of Lead Counsel’s recommended Claims Administrator; and (f) approval of the form and content of the Notice, the Proof of Claim and Release, and the Summary Notice, respectively, substantially in the forms of Exhibits A-1, A-2 and A-3 attached hereto. Defendants agree solely for the purposes of settlement that they will consent to, and shall not oppose of, entry of the Preliminary Approval Order.

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) such that it is received on or before the deadline for doing so set by the Court (the “Exclusion Deadline”), in accordance with the Preliminary Approval Order and the Notice (a “Request for Exclusion”). Requests for Exclusion on behalf of groups, including “mass” or “class” opt-outs, will not be 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 and Release.

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 Preliminary Approval Order and the Notice.

8.4. As part of the motion or application for entry of the Preliminary Approval Order, the Parties, unless they otherwise agree in writing, shall request that the Court hold the Fairness Hearing on a date to occur at least thirty (30) calendar days after the deadline for Settlement Class Members to submit any Requests for Exclusion.

8.5. The Parties shall request that the deadline for objecting to and/or submitting Requests for Exclusion from this Settlement be set at least thirty (30) calendar days after the date for the initial mailing of the Notice as set forth in the Preliminary Approval Order. The Claims Administrator shall provide copies of all Requests for Exclusion and materials submitted therewith (including untimely requests and revocations of requests) to Lead Counsel and Defendants' 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.

9. THE JUDGMENT

9.1. Following the issuance of Notice, Plaintiff shall file with the Court a motion for final approval of the Settlement and entry of a Judgment substantially in the form of Exhibit B hereto. Should Plaintiff so request, and solely for the purposes of settlement, the Defendants shall join in requesting final approval of the Settlement and entry of a Judgment substantially in the form of Exhibit B hereto.

10. EFFECTIVE DATE OF SETTLEMENT; TERMINATION

10.1. The Effective Date of the Settlement shall be the date on which all of the following events or conditions have occurred:

- (a) the Court has entered the Preliminary Approval Order in all material respects;
- (b) the full amount of the Settlement Amount has been paid into the Escrow Account pursuant to ¶2.1 above;

- (c) Defendants have not validly exercised their right (if applicable) to terminate the Settlement pursuant to ¶10.4 below, and their option (if applicable) to do so has expired in accordance with the terms of the Stipulation;
- (d) Defendants have not validly exercised their right (if applicable) to terminate the Settlement pursuant to the Supplemental Agreement or pursuant to ¶10.5 below, and their right (if applicable) to do so has expired in accordance with the terms of the Stipulation and/or the Supplemental Agreement;
- (e) Plaintiff has not exercised his right (if applicable) to terminate the Settlement pursuant to ¶10.4, and his option (if applicable) to do so has expired in accordance with the terms of the Stipulation; and
- (f) the Court has entered the Judgment (or Alternative Judgment), following issuance of Notice to the Settlement Class, that approves the Settlement, and such Judgment (or Alternative Judgment) has become Final.

10.2. Upon the occurrence of all of the events referenced in ¶10.1 above, (i) Plaintiff shall have, and each Settlement Class Member shall hereby be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, waived, settled, and discharged, the Released Defendants' Parties from and with respect to the Released Claims, whether or not such Settlement Class Members have executed a Proof of Claim; and (ii) the Released Defendants' Parties shall have, or shall hereby be deemed to have, and by operation of the Order and Final Judgment shall have fully, finally, and forever released, waived, settled, and discharged, the Released Plaintiff's Parties from and with respect to the Released Defendants' Claims.

10.3. Upon the occurrence of all of the events and conditions referenced in ¶10.1 above, any obligation (if otherwise applicable) of the Escrow Agent to return any funds from the Settlement Fund to Defendants pursuant to ¶10.7 or any other provision of this Stipulation shall be absolutely and forever extinguished.

10.4. Defendants, or Plaintiff, through their respective counsel, shall each, in their respective discretions, but in all events subject to ¶10.5 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 counsel for the Parties within thirty (30) calendar days of:

a. the Parties’ meet and confer within thirty (30) calendar days of the Court’s Final non-appealable refusal to enter the Preliminary Approval Order in any material respect;

b. the Parties’ meet and confer within thirty (30) calendar days of the Court’s Final non-appealable refusal to approve this Stipulation or any material part of it (except with respect to any decision by the Court concerning the Fee and Expense Application and Plan of Allocation);

c. the Court’s Final non-appealable refusal to enter the Judgment (or an Alternative Judgment) in any material respect; or

d. the date on which the Judgment (or an Alternative Judgment) is modified or reversed in any material respect by a Court of Appeals or the United States Supreme Court and such modification or reversal has become Final.

10.5. If, prior to the Fairness Hearing, Persons who otherwise would be Settlement Class Members have timely submitted a valid Request for Exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice issued pursuant thereto, and who have not retracted their Request for Exclusion before the Fairness Hearing, and such Persons in the aggregate acquired Viatrix Inc. shares eligible to participate in the proposed

settlement in an amount equal to or greater than the amount specified in a separate Supplemental Agreement between the Parties (the “Supplemental Agreement”), then Viatrix Inc. and Pfizer Inc. shall have the option, if both agree, to terminate this Stipulation and Settlement in accordance with the requirements and procedures set forth in the Supplemental Agreement. Plaintiff’s Counsel shall, however, have the opportunity to seek retraction of any Request for Exclusion prior to the Fairness Hearing. The Supplemental Agreement shall not be filed with the Court unless and until a dispute among the Parties concerning its interpretation or application arises, or as otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless ordered by the Court. The Court may examine the Supplemental Agreement if so requested by the Court, and if the Court requires that it be filed, the Parties shall request that it be filed under seal.

10.6. If Defendants (or their successors) do not pay or cause to be paid the Settlement Amount in full within the time period specified in ¶2.1 of this Stipulation, then Lead Counsel, in its sole discretion, may, at any time prior to the Court entering the Judgment (or an Alternative Judgment): (a) terminate the Settlement by providing written notice to counsel for the Parties; (b) seek to enforce the terms of the Settlement and this Stipulation and seek entry of a judgment and/or order to effectuate and enforce the terms of this Stipulation; and/or (c) pursue such other rights as Plaintiff and the Settlement Class may have arising out of the failure to timely pay the Settlement Amount in full into the Escrow Account.

10.7. Except as otherwise provided herein, in the event that the Settlement is terminated in accordance with its terms, the Judgment (or Alternative Judgment) is vacated, or the Effective Date fails to occur, then (a) the Parties shall be deemed to have reverted to their respective statuses and positions in the Action as of November 17, 2023, 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 and any related orders had not been entered, and (b) 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 \$500,000.00 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 to the party, insurer or other entity that contributed the funds. Notwithstanding anything to the contrary herein, however, 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 shall survive termination.

10.8. If this Stipulation is terminated pursuant to its terms at the request of Defendants or the Plaintiff, then the Escrow Agent or the Escrow Agent's designee shall (a) apply for any tax refund owed to the Settlement Fund and (b) pay the proceeds of any tax refund, after deduction of any fees and expenses incurred in connection with such refund application(s), to Defendants.

10.9. Defendants warrant and represent that they are not "insolvent" within the meaning of 11 U.S.C. §101(32) as of the time the Stipulation is executed and, to the best of their knowledge, will not be as of the time the payments of the Settlement Amount are actually (or have been) transferred or made as reflected in the Stipulation. This representation is made by Defendants and not their counsel. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Amount to the Settlement Fund, or any portion thereof, by or on behalf of any Defendant to be a voidable preference, voidable transfer, fraudulent transfer, or similar transaction under Title 11 of the United States Code or applicable state law, and any portion thereof is required to be refunded, then, unless the payment (or relevant portion thereof) is promptly made by or on behalf of another Defendant, in addition to

such other rights or remedies that Plaintiff (on behalf of itself and/or the Class) may have, and without waiver or loss of any such other rights or remedies, Plaintiff shall also have the right to cause all of the Parties hereto to jointly move the Court to (a) vacate and set aside the release given and any Judgment entered in favor of the Defendants, and (b) order that all parties to the Action be restored to their litigation positions as of November 17, 2023, and that any portions of the Settlement Amount actually paid (less taxes (including interest and penalties) paid or owing and Notice and Administration Costs paid or incurred) be returned.

10.10. No order of the Court or modification or reversal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, and expenses awarded by the Court shall constitute grounds for termination of the Stipulation.

11. MISCELLANEOUS PROVISIONS

11.1. The Parties acknowledge that it is their intent to consummate the Settlement contemplated by this Stipulation.

11.2. The Parties 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 Preliminary Approval Order, the Stipulation and the Settlement, and the entry of the Judgment (or an Alternative 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 and to effectuate and implement all terms and conditions of this Stipulation.

11.3. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall also retain jurisdiction for purposes of, *inter alia*, entering orders relating to the Fee and Expense Application, the Plan of Allocation, and the enforcement of the terms of this Stipulation.

11.4. The Parties agree that the Settlement Amount, and the other terms of the Settlement, were negotiated at arm's-length and in good faith by the Parties, and that the Settlement was reached voluntarily and only after negotiations conducted under the auspices of the highly experienced Mediator during which negotiations all Parties were represented by experienced and competent legal counsel.

11.5. By executing this Stipulation, each of the Parties represents that they have the right, legal capacity, power, and authority to enter into this Stipulation and to perform their obligations hereunder, without requiring additional consent, approval, or authorization of any other person, board, entity, tribunal, or other regulatory or governmental authority.

11.6. By executing this Stipulation, each Party represents that their execution and delivery of this Stipulation (including by or through their counsel) and the performance of each and every obligation in this Stipulation does not and will not result in a breach of or constitute a default under, or require any consent under, any duty, relationship, contract, agreement, covenant, promise, guarantee, obligation or instrument to which the executing Party is a party or by which the executing Party is bound or affected.

11.7. Each Party agrees that no representations, warranties, inducements, covenants, or promises of any kind or character have been made by any other Party, Released Plaintiff's Party, Released Defendants' Party, or anyone else to induce the execution of this Stipulation except as expressly provided in this Stipulation, and that this Stipulation and its exhibits, together with the Supplemental Agreement, constitutes the entire agreement between the Parties.

11.8. Each Party represents and warrants that they have had the opportunity to be represented by counsel of their choice throughout the negotiations which preceded the execution of this Stipulation and in connection with the preparation and execution of this Stipulation, and

that they have been afforded sufficient time and opportunity to review this Stipulation with counsel of their choice.

11.9. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth in this Stipulation.

11.10. No amendment or modification of this Stipulation shall be effective unless in writing and signed by, or on behalf of, all of the Parties.

11.11. Whenever this Stipulation requires or contemplates that a Defendant shall or may give notice to Plaintiff (or Plaintiff's Counsel), or that Plaintiff shall or may give notice to a Defendant (or Defendants' Counsel), unless otherwise specified such notice shall be provided by email and next business day express delivery service, as set forth below, to the below-listed counsel:

If to Plaintiff or Plaintiff's Counsel:

SCOTT+SCOTT ATTORNEYS AT LAW LLP
c/o Max Schwartz
230 Park Avenue, 17th Floor
New York, NY 10169
mschwartz@scott-scott.com

If to Defendants or Defendants' Counsel:

For Pfizer Inc., Doug Giordano, Margaret Madden, and Bryan Supran:

WILLIAMS & CONNOLLY LLP
c/o Amanda MacDonald
680 Maine Ave SW
Washington, DC 20024
amacdonald@wc.com

SIMPSON THACHER & BARTLETT LLP
c/o/ Lynn K. Neuner
425 Lexington Ave.
New York, NY 10017
lneuner@stblaw.com

For Viatrix Inc., Michael Goettler, Sanjeev Narula, Robert Coury, Ian Read, and James Kilts:

WILSON SONSINI GOODRICH & ROSATI, P.C.
c/o Nina F. Locker
650 Page Mill Road
Palo Alto, CA 94304
nlocker@wsgr.com

11.12. Except as otherwise provided herein, each Party shall bear its own costs. Any award of Attorneys' Fees and Expenses, subject to Court approval, shall be paid only out of the Settlement Fund, and the Released Defendants' Parties shall have no obligation with respect to the payment of said Attorneys' Fees and Expenses.

11.13. Lead Counsel, on behalf of the Settlement Class, is expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms, and to enter into any written modifications or amendments to this Stipulation on behalf of the Settlement Class.

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

11.15. To the maximum extent permitted by law, this Stipulation and all exhibits hereto shall be governed by, construed, performed, and enforced in accordance with the laws of the State of New York without regard to other state, federal or foreign laws, principles, policies, or provisions governing choice of law.

11.16. Plaintiff, on behalf of himself and each Settlement Class Member, as well as the other Parties, hereby irrevocably submit to the jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Stipulation, the applicability of this Stipulation, or the enforcement of this Stipulation. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of Attorneys' Fees and Expenses and an Award to Plaintiff, and for enforcing the terms of this Stipulation.

11.17. The Parties acknowledge that each Party has participated jointly and equally in the negotiation and preparation of this Stipulation. In the event an ambiguity or question of intent or

interpretation arises, such ambiguity or question shall not be construed against any Party, and no presumption or burden of proof shall arise from favoring or disfavoring any Party solely by virtue of the authorship of any of the provisions of this Stipulation, and instead this Stipulation shall be construed as if each Party participated equally in the drafting of all such provisions.

11.18. Neither this Stipulation, nor the fact of the Settlement, is an admission or concession by any Defendant or any of the Released Defendants' Parties of any liability or wrongdoing whatsoever. Defendants deny all allegations of wrongdoing or liability whatsoever in this lawsuit. This Stipulation shall not constitute a finding of the validity or invalidity of any factual allegation or any claims in the Action or of any liability or wrongdoing by any of the Released Defendants' Parties. This Stipulation, the fact of settlement, the settlement proceedings, the settlement negotiations, and any related documents, shall not be used or construed as an admission of any factual allegation, fault, liability, or wrongdoing by any Person, and shall in no event be offered or received in evidence as an admission, concession, presumption, or inference against any party in any action or proceeding of any nature, or otherwise referred to or used in any manner in or before any court or other tribunal, except in such proceeding as may be necessary to enforce this Stipulation.

11.19. The Parties agree not to assert in any forum that the Action was brought or litigated by Plaintiff (or any other Class Member or their counsel), or defended by any Defendant, in bad faith or without a reasonable basis, and further agree not to assert in any forum that any Party or their counsel violated any provision of the Pennsylvania Rules of Civil Procedure (including Pa. R. Civ. P. 1023.1), or any other similar statute, rule, or law, in connection with the commencement, prosecution, maintenance, defense, litigation, and/or resolution of the Action.

11.20. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement. In addition, any and all settlement negotiations shall remain confidential.

11.21. The headings in this Stipulation are used for purposes of convenience and ease of reference only and are not meant to have legal effect.

11.22. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver by any other Party of such breach, nor shall it be deemed a waiver of any other breach of this Stipulation, including any prior or subsequent breach of this Stipulation. The provisions of this Stipulation may not be waived except by a writing signed by the affected Party or counsel for that Party. No failure or delay on the part of any Party in exercising any right, remedy, power, or privilege under this Stipulation shall operate as a waiver thereof or of any other right, remedy, power, or privilege of such Party under this Stipulation; nor shall any single or partial exercise of any right, remedy, power, or privilege under this Stipulation on the part of any Party operate as a waiver thereof or of any other right, remedy, power, or privilege of such Party under this Stipulation, or preclude further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.23. 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 full authority to do so on behalf of their respective clients, and that they similarly have the authority to take all appropriate actions required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

11.24. This Stipulation may be executed in one or more original, photocopied, PDF copies or facsimile 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 emailed PDF to the email addresses shown below for the Parties' respective counsel. All executed counterparts and each of them shall be deemed to be one and the same instrument. A copy of the complete set of executed counterparts of this Stipulation shall be electronically filed with the Court.

11.25. The Parties agree that their public statements will be limited to the statements set forth in the joint notice to the Court that the Parties have reached an agreement in principle to settle the case up until the point that the preliminary approval papers are filed. Once the preliminary approval papers are filed, the Parties agree that, other than disclosures required by law, any public

comments or statements from the Parties regarding this resolution will be limited to stating that “the Parties have reached a mutually acceptable resolution by way of a mediated settlement.” The Parties agree that Defendants will have the opportunity to review the preliminary and final approval papers before they are publicly filed.

IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Stipulation, have caused this Stipulation to be executed, by their duly authorized attorneys, as of January 18, 2024.

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