UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

THE HOSPITAL AUTHORITY OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, d/b/a NASHVILLE GENERAL HOSPITAL and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES DISTRICT COUNCIL 37 HEALTH & SECURITY PLAN, Plaintiffs, v. MOMENTA PHARMACEUTICALS, INC. and SANDOZ INC., Defendants.	Civil Action No. 3:15-cv-01100 Chief Judge Waverly D. Crenshaw, Jr. Magistrate Judge Barbara D. Holmes

DECLARATION OF BRENDAN P. GLACKIN IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT

I, Brendan P. Glackin, declare as follows:

1. I am a partner at the law firm of Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser"), counsel for Plaintiffs The Hospital Authority of Metropolitan Government of Nashville and Davidson County, Tennessee, d/b/a Nashville General Hospital ("Nashville General"), and the American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan ("DC 37") in this action. I make this declaration in support of Plaintiffs' Motion for Final Approval of Settlement. The matters described are based on my personal knowledge, and if called as a witness, I could and would testify competently thereto.

2. Plaintiffs filed their motion for attorney's fees, costs, and class representative service awards on March 2, 2020.

3. Pursuant to the Court's Order, objections to the settlement and to the request for attorney's fees, costs, and service awards were due March 16, 2020. Class members wishing to object were instructed to submit their objections directly to the Court. No objections have been filed. Additionally, neither Lieff Cabraser nor the Notice and Claims Administrator, A.B. Data, have received any objections either in the mails or via the internet.

4. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b), (d), Defendants Momenta Pharmaceuticals, Inc. ("Momenta") and Sandoz Inc. ("Sandoz") provided notice upon the appropriate state and federal officials. Momenta provided notice on December 27, 2019, and Sandoz provided notice on December 30, 2019. Dkts. 489; 487. No attorneys general have submitted statements of interest or objections to the settlement.

5. In the last few months, Lieff Cabraser has received two inquiries from Class members regarding submitting claims. Lieff Cabraser was contacted by one of the largest TPPs in the country to answer questions in connection with its claims, which it is preparing, but has

not yet filed. In addition, Lieff Cabraser has also fielded questions from a claims aggregator working on behalf of hospitals to submit claims.

6. Attached hereto as **Exhibit A** is the proposed distribution plan. The distribution plan is identical to the one Plaintiffs submitted to the Court when they moved to direct notice to the class on December 20, 2019. The distribution plan apportions the settlement fund between the retail and non-retail channels, and within those channels between Lovenox and generic enoxaparin purchases, based on each category's share of the class wide damages. It also apportions the fund, in each channel, between claims based on Lovenox® and claims based on generic enoxaparin.

* * *

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on the 24th day of April, 2020, in Oakland, California.

/s/ *Brendan P. Glackin*
Brendan P. Glackin

EXHIBIT A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
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THE HOSPITAL AUTHORITY OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, d/b/a NASHVILLE GENERAL HOSPITAL and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES DISTRICT COUNCIL 37 HEALTH & SECURITY PLAN, Plaintiffs, v. MOMENTA PHARMACEUTICALS, INC. and SANDOZ INC., Defendants.	Civil Action No. 3:15-cv-01100 Chief Judge Waverly D. Crenshaw, Jr. Magistrate Judge Barbara D. Holmes

[PROPOSED] DISTRIBUTION PLAN

This Distribution Plan will govern distributions from the net proceeds of the settlement fund created by the settlements in this case with Momenta Pharmaceuticals, Inc., and Sandoz Inc. dated December 10, 2019 (the "Settlement Agreements"). To receive a distribution, a person or entity must submit a Proof of Claim and be an Eligible Claimant. If a Claimant is a member of the Class, then that Claimant's eligibility to participate in this Distribution Plan, and the amount of payment the Claimant shall receive (if any), is described below.

I. Definitions

If not otherwise defined, terms shall have the meanings used in the Settlement Agreements.

1. "Class" shall mean:

Hospitals, third-party payors, and people without insurance who indirectly purchased, paid for, and/or reimbursed some or all of the purchase price for, generic enoxaparin or Lovenox®, in Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin, from September 21, 2011, through September 30, 2015, for the purpose of personal consumption by themselves, their families, or their members, employees, insureds, participants, patients, beneficiaries or anyone else.

With respect to third-party payors and people without insurance, the Class only includes those, described above, who purchased, paid for, and/or reimbursed some or all of the purchase price for, generic enoxaparin or Lovenox® from a pharmacy.

Excluded from the Class are:

a) Defendants, their officers, directors, management, employees, subsidiaries, and affiliates;

b) Federal and state governmental agencies except for cities, towns, municipalities, counties or other municipal government entities, if otherwise qualified;

c) Payors that received 100% reimbursement on all transactions, such as fully insured health plans (i.e., plans that purchased insurance covering 100% of their reimbursement obligation to members);

d) Third-party payors and people without insurance who purchased, or paid or reimbursed only for branded Lovenox®, and not generic enoxaparin, from a pharmacy or other retail outlet; and

e) Judges assigned to this case and any members of their immediate families.

2. "Class States" shall mean: Arizona, Arkansas, California, the District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York,

North Carolina, North Dakota, Oregon, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

3. "Class Period" shall mean from September 21, 2011, through September 30, 2015.

4. "Eligible Claimant" shall mean any member of the Class who submits a timely and valid Proof of Claim and has not excluded him, her, or itself from the Class.

5. "Net Settlement Fund" shall mean the combination of the Net Settlement Funds as defined in each of the Settlement Agreements.

6. "Proof of Claim" shall mean the documents titled "Hospital Claim Form," "Third-Party Payor Claim Form," and "Uninsured Consumer Claim Form," which are available for download at www.dvtmedslawsuit.com, or by calling 1-800-XXX-XXXX. The timeliness and validity of a Claimant's Proof of Claim shall be determined by the Notice and Claims Administrator.

7. "Qualifying Claim" shall mean the amount that the Eligible Claimant paid for generic enoxaparin or Lovenox® syringes in the Class States during the Class Period, net of any rebates, returns, discounts, chargebacks, refunds, or other appropriate offsets (as determined by the Notice and Claims Administrator).

II. Calculation of Distribution

Each Eligible Claimant's share of the Net Settlement Fund shall be calculated based on its share of total branded Lovenox® and generic enoxaparin claims (in dollars) in the Retail and Non-Retail Channels. The "Retail Channel" means claims related to purchases of generic enoxaparin or Lovenox® from a pharmacy during the Class Period. The "Non-Retail Channel" means claims related to purchases of generic enoxaparin or Lovenox® by a hospital during the Class Period.

The Net Settlement Fund shall be allocated as follows to claims based on Retail and Non-Retail Class purchases of branded Lovenox and generic Enoxaparin:

	Retail Channel	Non-Retail Channel
Brand	2.9%	20.1%
Generic	58.7%	18.3%

For each of the four allocation categories (Retail-Brand, Retail-Generic, Non-Retail-Brand, and Non-Retail-Generic), each Claimant's Share shall be calculated as the ratio of (a) the amount of the Claimant's Qualifying Claim attributable to that category to (b) the total of all amounts of all Qualifying Claims attributable to that category. Thus, the payment for an Eligible Claimant *n* shall be calculated using the following formula:

(Claimant$_n$ Retail-Brand Share x (Net Settlement Fund x 2.9%)) +

(Claimant$_n$ Retail-Generic Share x (Net Settlement Fund x 58.7%)) +

(Claimant$_n$ Non-Retail-Brand Share x (Net Settlement Fund x 20.1%)) +

(Claimant$_n$ Non-Retail-Generic Share x (Net Settlement Fund x 18.3%))

If the initial proposed distribution to an allocation category would result in the Claimants in that category receiving more than the amount that they paid for branded Lovenox or generic enoxaparin, then the amount initially allocated to that category that is in excess of those Claimants' collective payments shall be divided proportionally between remaining allocation categories.

III. Administration.

All determinations under this Plan of Allocation shall be made by the Notice and Claims Administrator, subject to review by Class Counsel and approval by the Court. In instances where a claimant has provided incomplete information regarding the bases for its claims, the Claims Administrator shall have authority to adjudicate disputes or otherwise determine

appropriate allocation for the claimant based on available information, subject to review by the Court.

Dated: April 24, 2020

Respectfully submitted,

/s/ Brendan P. Glackin

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CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of April, 2020, the foregoing document was filed electronically with the U.S. District Court for the Middle District of Tennessee. Notice of this filing was served via the court's electronic filing system on counsel listed below:

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