

law specified in note 7 of Plaintiff States' Memorandum of Law in Support of Preliminary Approval of the Settlement.

2. The Court has jurisdiction over this action and each of the Parties.
3. The Court, for purposes of this Order, adopts the definitions set forth in the Settlement.
4. The Court, for purposes of this Order, finds that the Attorneys General are representatives of natural persons in Plaintiffs States and have authority to settle and release the Released Claims of the Eligible Consumers in Plaintiff States.

II. PRELIMINARY APPROVAL OF SETTLEMENT

5. The Court finds that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and falls within the range of possible approval.
6. The Court finds that the settlement encompassed by the Settlement Agreement is entitled to preliminary approval.
7. The Court finds the Settlement Agreement satisfies the requirements of the state law specified in footnote 7 of Plaintiff States' Memorandum and due process.
8. The terms of the Settlement are hereby preliminary approved.

III. NOTICE OF SETTLEMENT

9. The proposed Notice Plan to Eligible Consumers of the Settlement (see Pls.' Mot., Ex. C, Young Decl., Ex. 1) satisfies the requirements of the state law specified in footnote 7 of Plaintiff States' Memorandum and due process, is otherwise fair and reasonable, and therefore is approved.

10. Liaison Counsel shall cause Notice substantially in the form of the Notice Plan to be disseminated by **December 14, 2016**.

IV. REQUESTS FOR EXCLUSION

11. All Eligible Consumers who submit valid and timely requests for exclusion from the Settlement as provided for by the Notice Plan and who comply with the instructions contained in the Notice Plan shall not have any rights under the Settlement and shall not be bound by the Settlement or the final judgment as it relates to the Settlement.

12. All Eligible Consumers who do not submit valid and timely requests for exclusion from the Settlement as provided for by the Notice Plan and complying with the instructions contained in the Notice Plan shall be bound by the Settlement and by the final judgment, in the event the Settlement is finally approved by the Court.

V. CONFIDENTIALITY

13. No information received by the Claims Administrator in connection with the Settlement that pertains to an Eligible Consumer, other than information contained in a request for exclusion or in an objection, shall be disclosed to any person or entity other than as directed by the Court.

VI. FINAL APPROVAL HEARING

14. A hearing on final approval (the "Fairness Hearing") shall be held before this Court at 10:00 a.m. on Tuesday, **July 25, 2017** at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Court Room 4B, Philadelphia PA 19106.

15. Eligible Consumers who wish to (a) object with respect to the Settlement Agreement and/or (b) wish to appear in person at the Fairness Hearing, must do so as provided for by the Notice Plan and must comply with the instructions contained in the Notice Plan.
16. To be valid, any such Objection and/or Notice to Appear must be postmarked no later than **April 14, 2017** as provided for by the Notice Plan. Except as herein person or entity shall be entitled to contest the terms of the proposed Settlement. All Eligible Consumers who fail to file an Objection and/or Notice of Intent to Appear shall be deemed to have waived any such objections by appeal, collateral attack or otherwise and will not be heard at the Fairness Hearing.
17. All briefs and materials in support of final approval of the Settlement shall be filed with the Court by **June 2, 2017**.

VII. OTHER PROVISIONS

18. The Settlement, subject to this Court's final approval, fully and finally compromise, settle and resolve, Plaintiff States' Claims subject to the terms and conditions set forth in the Settlement Agreement.
19. If the Settlement is terminated or otherwise does not become effective in accordance with the provisions of the Settlement, the Settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided to the contrary in the Settlement and without prejudice to the status quo ante rights of Plaintiff States and Cephalon Parties.
20. Neither this Order, nor the Settlement shall constitute any evidence or admission of liability by Cephalon Parties, nor shall either be offered in evidence in this or any other

proceeding except to consummate or enforce the Settlement or the terms of this Order, or by Cephalon Parties in connection with any action asserting claims that are released by the terms of the Settlement.

BY THE COURT:

/s/ Mitchell S. Goldberg

MITCHELL S. GOLDBERG, J.