

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

MYLAN PHARMACEUTICALS INC.,
MYLAN SPECIALTY L.P., and MYLAN INC.,

Plaintiffs,

v.

SANOFI-AVENTIS U.S. LLC, SANOFI S.A.,
AVENTIS PHARMA S.A., and SANOFI-
AVENTIS PUERTO RICO INC.

Defendants.

Civil Action No. 2:23-cv-836

**STIPULATION OF TERMS RELATED TO
DEFENDANTS SANOFI S.A. AND AVENTIS PHARMA S.A.**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Mylan Pharmaceuticals Inc., Mylan Specialty L.P., and Mylan Inc. (collectively, “Plaintiffs”), and Defendants Sanofi-Aventis U.S. LLC, Sanofi-Aventis Puerto Rico, Inc., Sanofi S.A., and Aventis Pharma S.A. (collectively, “Defendants”), through their undersigned counsel, that the following terms shall apply to this case:

1. Defendants Sanofi S.A. and Aventis Pharma S.A. (the “French Defendants”) are dismissed without prejudice and agree to the tolling of any statute of limitations beginning from the date of dismissal. Any statute of limitations defense that existed as of the filing date of the original Complaint naming the French Defendants shall be preserved.

2. As part of their discovery efforts in this action, and without limitation other than the inherent limits of the Federal Rules of Civil Procedure including Rule 26(b)(1), Defendants Sanofi-Aventis U.S. LLC (“Sanofi US”) and Sanofi-Aventis Puerto Rico, Inc. (“Sanofi PR” and collectively with Sanofi US the “U.S. Defendants”) and Sanofi S.A. will search for and produce

non-privileged documents, ESI, communications, or other items regarding the conduct alleged in the Complaint and will log any such privileged communications. In the interest of efficiency, the Parties agree to meet and confer to identify the Sanofi S.A. custodians most likely to have information responsive to Plaintiffs' document requests before Sanofi S.A. will be expected to begin its document production efforts. No Defendant will object to producing documents in their possession on the basis that the documents are subject to French Law No. 68-678 of July 26, 1968, as amended by Law No. 80-538 of July 16, 1980 (the "French Blocking Statute") or the data privacy laws and regulations of any jurisdiction, including but not limited to the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and the French Data Protection Act No. 78-17 of January 6, 1978, as amended (collectively "Data Privacy Regulations"). Nor will the U.S. Defendants object to producing documents in their possession based on those documents being subject to the custody or control of the French Defendants. Sanofi S.A. will not seek to require Plaintiffs to serve and conduct discovery pursuant to the Convention on the Taking of Evidence Abroad in Civil or Commercial Matters, Mar. 18, 1970, 23 U.S.T. 2555, 847 U.N.T.S. 231 ("Hague Discovery Convention"). The U.S. Defendants and Sanofi S.A. retain all other objections to discovery available under the Federal Rules of Civil Procedure, and the Plaintiffs shall retain all rights to object to any objection made by the U.S. Defendants and Sanofi S.A.

3. Sanofi S.A. agrees that Plaintiffs may conduct up to two depositions of Sanofi S.A., one of which may be a 30(b)(6) deposition. The Plaintiffs and Sanofi S.A. agree to meet and confer in good faith to enlarge the number of depositions if discovery reveals that additional depositions of Sanofi S.A. would be relevant and proportional to the needs of the case. Sanofi S.A. agrees that any depositions of current employees shall be conducted pursuant to the Federal Rules of Civil Procedure at a location to be selected by the deponent where such depositions are

not prohibited by law. Sanofi S.A. will assist in locating former employees but cannot guarantee control over them. Sanofi S.A. reserves all other objections to depositions of current or former employees available under the Federal Rules of Civil Procedure, and the Plaintiffs shall retain all rights to object to any objection made by Sanofi S.A.

4. The Parties further agree that, should Plaintiffs conduct any depositions of Sanofi S.A., either Party may notice the witness as a trial witness. If the witness is a current employee of Sanofi S.A. at the time of trial, Sanofi S.A. will take all steps within its control and make all efforts to make the witness available for trial. If the witness is a former employee, Sanofi S.A. will assist in locating the witness but cannot guarantee control over them. If a witness is unavailable for trial for reasons outside of Sanofi S.A.'s control, no Party will object to the use of the witness's deposition during the trial.

5. The Defendants, by and through their counsel, represent based on current information that Aventis Pharma S.A. is and was not in any way involved in and had no knowledge of the conduct alleged in the Complaint. Plaintiffs reserve all rights to seek discovery from Aventis Pharma S.A., including but not limited to document discovery and depositions, should discovery reveal or Plaintiffs learn, through any means, that Aventis Pharma S.A. was in any way involved in or had knowledge of the conduct alleged in the Complaint.

6. The French Defendants acknowledge their ongoing preservation obligations in the above-captioned litigation and agree to abide by those preservation obligations. Plaintiffs reserve the right to seek sanctions should the French Defendants fail to abide by those preservation obligations.

7. The U.S. Defendants shall not object to the authenticity or admissibility of any evidence or argument at trial on the basis of the decision to dismiss the French Defendants or on the basis that the documents or other evidence came from foreign sources.

8. The U.S. Defendants shall not object to any document, ESI, or deposition testimony considered an admission of a party opponent pursuant to Federal Rule of Evidence 801 on the basis that the French Defendants are no longer a party opponent, provided such document, ESI, or deposition testimony would otherwise be considered an admission of a party if the French Defendants were still a party to this action.

9. The U.S. Defendants are prohibited from moving to preclude references to the French Defendants' or their predecessor entities' participation or role in the conduct alleged in the Complaint at any point, including during preliminary proceedings and trial.

10. The U.S. Defendants shall not seek to defend the claims alleged against them, to avoid any liability relating thereto, or seek to reduce any damages award by asserting that any purportedly anti-competitive conduct alleged in the Complaint was conducted, directed, or otherwise sanctioned by the French Defendants or by any other affiliates that are not parties to this litigation.

11. Before this stipulation will be executed by Plaintiffs, Sanofi US by and through counsel shall provide written attestation that it is adequately capitalized to fund a judgment or settlement in this case and that it will remain so throughout the duration of any appeal. Post-execution, Sanofi US will furnish a sworn declaration from its Chief Financial Officer stating that Sanofi US is adequately capitalized to fund a judgment or settlement in this case. If Sanofi US fails to furnish this declaration, or if Sanofi US is not adequately capitalized to fund a judgment or settlement in this case, this Stipulation is moot and the provisions in Paragraph 12 apply.

12. Plaintiffs reserve all rights against all defendants, including but not limited to the right to refile the Complaint against the French Defendants. If Plaintiffs join or add the French Defendants to the existing Complaint, the named French Defendant agrees to waive any motion to dismiss or motion for judgment on the pleadings. Additionally, if Plaintiffs join or add the French Defendants to the existing Complaint, service shall be considered effective if made in accordance with the Federal Rules of Civil Procedure; neither Sanofi S.A. nor Aventis Pharma S.A. shall seek to require service pursuant to the Convention on Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, Nov. 15, 1965, 20 U.S.T. 361, 658 U.N.T.S. 163 (the “Hague Service Convention”).

Dated: March 26, 2026

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Respectfully submitted,



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