

**IN THE COURT OF COMMON PLEAS  
MADISON COUNTY, OHIO**

STATE OF OHIO, *ex rel.* )  
DAVE YOST, )  
ATTORNEY GENERAL )  
)  
)  
Plaintiff, )  
)  
v. )  
)  
MCKESSON CORP., *et al.* )  
)  
)  
Defendants. )

CASE NO.: CVH20180055

JUDGE: MCMONAGLE

CONSENT JUDGMENT AND  
DISMISSAL WITH PREJUDICE

**FILED**  
In The Court of Common Pleas  
Madison County, Ohio

OCT 07 2021

*Renee J. Lovell*  
Clerk of Courts

**RECITATIONS OF THE PARTIES:**

The undersigned Parties (the "Parties") have settled the above-referenced litigation pursuant to the attached October 5, 2021 Ohio-Only Settlement Agreement ("Ohio Agreement") and agree to dismiss the claims in the current litigation with prejudice against the three settling Defendants pursuant to the Ohio Agreement.

The Parties intend the terms of the Ohio Agreement to parallel the terms of the Distributor Global Settlement Agreement ("Global Settlement"). As of the date of this signing, the State of Ohio intends to join the Global Settlement if it becomes effective. As set forth in the Ohio Agreement, if the Global Settlement becomes effective by July 1, 2022, its terms will supersede the terms of the Ohio Agreement except for Sections II.FF (Ohio Abatement Amount), III (Dismissal of Claims), V.I (Pre-payment Option), V.K (Participation Tier Calculation), VI (Allocation and Use of Settlement Payments), VIII (Plaintiffs' Attorneys' Fees and Costs), IX (Release) and XIII.E (Most-Favored Nation Provision) of the Ohio Agreement. If the Global Settlement is not effective by the aforementioned date, the Ohio Agreement will control.

The Ohio Abatement Amount shall be \$808,343,668.31, which is the Global Settlement Net Abatement Amount multiplied by the Ohio Overall Allocation Percentage, as those terms are defined in the Ohio Agreement. The Ohio Abatement Amount shall not change whether or not the Global Settlement becomes effective.

If the Global Settlement is not yet in effect, disputes under the Ohio Agreement not resolved informally as prescribed by the Ohio Agreement shall be submitted to the Honorable Judge Richard McMonagle or his successor or such other judge as may be assigned to the underlying matter in the Madison County Court of Common Pleas, except as to disputes involving Injunctive Relief, which shall be governed by Section XII of the Ohio Agreement. The Parties consent to this Court retaining continuing jurisdiction for the limited purpose of enforcing the Ohio Agreement and this Consent Judgment. If the Global Settlement becomes effective by July

1, 2022, disputes between or among the Parties shall be governed by the enforcement and dispute resolution provisions of the Global Settlement, notwithstanding any contrary provision in the Ohio Agreement.

It is the intent of the Parties that significant injunctive relief shall be implemented through the Global Settlement that will benefit the State of Ohio as a whole, as well as other States. In the event that the Global Settlement does not become effective by July 1, 2022, the Parties will meet and confer about elements of the injunctive relief that can be implemented in the State of Ohio on a statewide-only basis after July 1, 2022, pursuant to Section XII of the Ohio Agreement.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

The Parties to this agreement are the State of Ohio, acting through its Attorney General and McKesson Corporation (“McKesson”), Cardinal Health, Inc. (“Cardinal”) and AmerisourceBergen Drug Corporation (“ABDC”) (collectively, the “Defendants”). Plaintiff’s claims against Defendant Miami-Luken, Inc., are not settled and are reserved for future litigation.

This Court has jurisdiction over the subject matter of this lawsuit and over all the Parties.

Entry of this Order is in the public interest and reflects a negotiated settlement among the Parties, the terms of which shall be governed by the laws of the State of Ohio.

Defendants are willing to enter into this Order regarding the Covered Conduct defined in the Ohio Agreement in order to resolve the Attorney General’s concerns under Ohio statutory and common law as to the matters addressed in this Order and thereby avoid significant expense, inconvenience, and uncertainty.

Defendants are entering into this Order solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendants expressly deny.

Defendants do not admit any violation of common or statutory law, and do not admit any wrongdoing that was or could have been alleged by the Attorney General before the date of the Order under those laws.

It is the intent of the Parties that this Order not be admissible in other cases or binding on Defendants in any respect other than in connection with the enforcement of this Order or the Ohio Agreement.

This Order is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. No part of this Order, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Defendants.

This document and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section VII.A of the Ohio Agreement. No part of this Order or of the Ohio Agreement shall create a private cause of action or confer any right to any third party for violation of any federal or state statute.

This Order shall not be construed or used as a waiver or limitation of any defense otherwise available to Defendants in any other action, or of Defendants' right to defend from, or make any arguments in, any private individual action, class claims or suits, or any other governmental or regulatory action relating to the subject matter or terms of this Order.

Notwithstanding the foregoing, this Court shall retain jurisdiction over the Parties for the limited purpose of enforcing the Ohio Agreement and this Order.

The costs of this action shall be assessed to the Defendants.

**SO ORDERED, ADJUDGED AND DECREED.**


  
Richard McMonagle, Judge  
Acting by Assignment

Oct. 6, 2021  
Date

**APPROVED AND AGREED TO BY:**

  
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I HEREBY CERTIFY THAT THIS  
IS A TRUE COPY OF THE  
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