

NAS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES

These NAS Personal Injury Trust Distribution Procedures (“**NAS PI TDP**”) provide for resolving all NAS PI Claims¹ and Other Channeled Claims in accordance with the *[Fourth Amended] Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3849] (the “**Plan**”), the order entered by the Bankruptcy Court confirming the Plan [Docket No. 3960] (the “**Confirmation Order**”) and the April 2024 Stipulation. The NAS PI Trust Agreement governs the establishment of the NAS Personal Injury Trust (“**NAS PI Trust**”). The trustee of the NAS PI Trust (“**Trustee**”) shall implement and administer these NAS PI TDP in accordance with the NAS PI Trust Documents. Holders of NAS PI Claims are referred to herein as “**NAS PI Claimants**.”

ARTICLE 1

INTRODUCTION

1.1 Purpose of the NAS PI TDP. The goal of the NAS PI Trust is to treat all NAS PI Claims equitably and in accordance with the requirements of the Governing Order and Filings, the NAS PI Trust Documents, and the Bankruptcy Code. The NAS PI Trust will receive a portion of the proceeds payable in respect of Present Private Opioid Claims under the Plan. These NAS PI TDP further that goal by setting forth objective, efficient, and fair procedures for processing and paying the unpaid portion of the liquidated value of Allowed NAS PI Claims.

1.2 Funding of the NAS PI Trust. The NAS PI Trust shall be funded in accordance with the terms of the Governing Order and Filings and the PPOC Trust Documents. As set forth in the NAS PI Trust Agreement, the NAS PI Trust will maintain a separate fund (the “**NAS PI Trust Fund**”) among the NAS PI Trust’s assets to be used to pay the administrative costs, fees, and expenses of the NAS PI Trust on a pro rata basis until the NAS PI Trust Fund is exhausted and to pay Awards (as defined herein) to holders of Allowed NAS PI Claims in accordance with the NAS PI Trust Documents and the Governing Order and Filings.

1.3 Interpretation. Except as may otherwise be provided below, nothing in these NAS PI TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of NAS PI Claims shall vest in such holders as of the date of the Effective Date.

ARTICLE 2

NAS PI TDP ADMINISTRATION

2.1 Claims Processor and Other Agents. Nothing in these NAS PI TDP shall preclude the NAS PI Trust from contracting with a third party to provide claims-processing, claims-audit, or

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Governing Order and Filings, the Plan, the Confirmation Order, or the NAS PI Trust Documents.

other services to the NAS PI Trust so long as decisions about the resolution of NAS PI Claims are based on the relevant provisions of the Governing Order and Filings, and these NAS PI TDP, including the evidentiary criteria set forth therein and herein. In accordance with the NAS PI Trust Agreement, the Trustee may retain additional professionals, agents, and consultants to assist in carrying out the duties of the NAS PI Trust.

2.2 NAS Committee. Pursuant to the Governing Order and Filings and the NAS PI Trust Agreement, the Trustee shall administer the NAS PI Trust and these NAS PI TDP in consultation with the NAS Committee, who represents the interests of NAS PI Claimants. The duties of the NAS Committee with respect to the NAS PI Trust are set forth in the NAS PI Trust Agreement. The Trustee shall obtain the consent of the NAS Committee on any amendments to these NAS PI TDP and on such other matters as are otherwise required below and in the NAS PI Trust Agreement; provided that no such amendments shall impair, modify or otherwise affect the enforceability, efficacy, scope or terms of releases or injunctions authorized under the Plan or the Confirmation Order, as applicable. The initial Trustee and the initial NAS Committee are identified in the NAS PI Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation with, or consent of, the NAS Committee is required, the Trustee shall provide written notice, which may be provided via email, to the NAS Committee of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment nor take such action unless and until the Trustee and NAS Committee have engaged in the consultation process or the consent process described in the NAS PI Trust Agreement, and no such amendment nor action shall impair, modify or otherwise affect the enforceability, efficacy, scope, or terms of the Non-GUC Releases granted or deemed to have been granted under the Plan.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 NAS PI Trust Claims Liquidation Procedures.

(a) Determination of Compensability. All NAS PI Claimants must provide the documentation requested in Exhibit A hereto in support of their claim. The NAS PI Trust will receive, process, and resolve NAS PI Claims in accordance with the Plan, the Confirmation Order, and the NAS PI Trust Documents and determine whether they are Allowed and therefore eligible to receive payment from the NAS PI Trust, or disallowed and therefore not eligible for payment from the NAS PI Trust. An “**Allowed NAS PI Claim**” is a claim that provides credible evidence that satisfies the evidentiary criteria set forth below and is otherwise eligible for an offer of payment in accordance with these NAS PI TDP and the Governing Order and Filings.

(b) Treatment of Disallowed Claims. The NAS PI Trust will not pay Awards to any claims of NAS PI Claimants that have been disallowed under the NAS PI Trust Documents (any claims disallowed hereunder, “**Disallowed Claims**”) for failure to comply with or meet the standard set forth in such NAS PI Trust Documents. The Non-GUC Releases

granted by any NAS PI Claimant holding a Disallowed Claim shall not be impacted by the Disallowance of such NAS PI Claim and shall remain in full force and effect.

(i) Because the NAS PI Trust will have limited funds, economic damages are not compensable. These NAS PI TDP compensate only general pain and suffering on account of the NAS PI Claimant's injuries. In no circumstance shall the NAS PI Trust assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs). For the avoidance of doubt, an Allowed NAS PI Claim does not include any claim for medical monitoring support or similar related relief.

(ii) The adjudication of a NAS PI Claim under the NAS PI Trust Documents shall be deemed to be an adjudication of that NAS PI Claim and any associated NAS PI Claims of the NAS PI Claimant regarding the same injuries that are the subject of its NAS PI Claim. Any distribution (a "**Distribution**") from the NAS PI Trust on an Award (under the liquidation procedures of these NAS PI TDP) in respect of such NAS PI Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of such NAS PI Claim and such associated NAS PI Claims. For the avoidance of doubt, any such Claim that is Disallowed shall be released in full, as set forth in the Plan and thereafter shall be barred from assertion against the Debtors and the Post-Emergence Entities.

(c) **Determination of Awards and Deductions.** The NAS PI Trust will liquidate and determine the gross amounts receivable on account of Allowed NAS PI Claims (an "**Award**") in accordance with the NAS PI Trust Documents.

(d) **Co-Defendant Claims.** Notwithstanding anything to the contrary herein or otherwise, in no event shall any Co-Defendant Claim (as defined in the Plan) be a NAS PI Claim.

ARTICLE 4

PROCESSING, RESOLUTION, AND PAYMENT OF CLAIMS BY THE NAS PI TRUST

4.1 Processing of NAS PI Claims.

(a) As soon as possible after the Effective Date, the Trustee shall proceed to have the NAS PI Trust receive, review, and liquidate all NAS PI Claims. NAS PI Claims shall be processed based on their place in the FIFO Processing Queue (as defined below) and paid based on their place in the FIFO Payment Queue (as defined below). The NAS PI Trust shall make every reasonable effort to resolve each year at least that number of NAS PI Claims required to exhaust the applicable Maximum Annual Payment (as that term is defined below).

(b) To process NAS PI Claims under these NAS PI TDP, the NAS PI Trust has the discretion to request additional documentation beyond that required by these NAS PI TDP

that is believed to be in the possession of the NAS PI Claimant or his or her authorized agent or lawyer.

(c) The NAS PI Trust will use appropriate technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate NAS PI Claims.

(d) The NAS PI Trust may investigate any claim and may request information from any NAS PI Claimant to ensure compliance with the terms outlined in these NAS PI TDP. The NAS PI Trust may request a NAS PI Claimant to execute a HIPAA release (the “**HIPPA Release**,” see Exhibit B) to enable the NAS PI Trust to directly obtain the NAS PI Claimant’s medical records for evaluation in accordance with these NAS PI TDP.

(e) The Trustee has the sole discretion, subject to the appeal process set forth herein, to determine a NAS PI Claim is Disallowed, or to reduce or eliminate Awards on NAS PI Claims being liquidated hereunder where the Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under these NAS PI TDP or by the NAS PI Trust to resolve a NAS PI Claim.

4.2 General Criteria for Allowed NAS PI Claims. To establish an Allowed NAS PI Claim in accordance with these NAS PI TDP, a NAS PI Claimant must comply with the requirement to provide documentation in support of its Proof of Claim.²

4.3 Process to Determine and Adjust the NAS Payment Amount.

(a) **Uncertainty of Debtors’ NAS PI Claim Liabilities.** There is inherent uncertainty regarding the Debtors’ total NAS PI Claim liabilities, which means there is inherent uncertainty regarding the amount that any individual holder of an NAS PI Claim will receive. Accordingly, the Trustee must determine and periodically evaluate and adjust the NAS Payment Amount (as defined below), with the consent of the NAS Committee. The Trustee shall undertake such evaluation at such time as he determines in his reasonable discretion or upon the request of the NAS Committee.

(b) **Determination and Adjustment of the NAS Payment Amount.**

(i) The Trustee will determine the amount to be paid to each holder of an Allowed NAS PI Claim (the “**NAS Payment Amount**”), with the consent of the NAS Committee. To the extent the holder of an Allowed NAS PI Claim grants or is deemed to have granted the Non-GUC Releases set forth in the Plan, such holder of such Allowed NAS PI Claim shall receive an additional Distribution from the NAS PI Trust, which additional Distribution shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the NAS

² Such documentation may include, as necessary, the heirship declaration (a “**Heirship Declaration**”) attached hereto as Exhibit C.

PI Trust Documents, by (ii) a multiplier of 4x, for any such holder that grants or is deemed to have granted the Non-GUC Releases, which additional payment by the NAS PI Trust shall be in exchange for such holder's grant of the Non-GUC Releases.

(ii) The goal of the NAS PI Trust in determining the NAS Payment Amount shall be subject to final sentence of the preceding subsection (i) to divide available funds equally and allocate as equal gross Awards among the holders of Allowed NAS PI Claims all the money available in the NAS PI Trust Fund for distribution to NAS PI Claimants.

(iii) The Trustee must base his or her determination or adjustment of the NAS Payment Amount on current estimates of the number of eligible NAS PI Claims, the number of holders of Allowed NAS PI Claims that granted, or are deemed to have granted, the Non-GUC Releases, the value of the assets then available to the NAS PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to treat all eligible NAS PI Claimants in a substantially similar manner. When making these evaluations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors. A redetermination may reasonably result in a lower Award for NAS PI Claimants that, due to their positions in the FIFO queue, have not yet been paid.

(iv) If a redetermination of the NAS Payment Amount has been proposed in writing by either the Trustee or the NAS Committee but has not yet been adopted, then Awards offered to NAS PI Claimants shall be based upon the lower of the current NAS Payment Amount or the proposed NAS Payment Amount. However, if the proposed NAS Payment Amount was the lower amount but was not subsequently adopted, then NAS PI Claimants who receive Awards shall thereafter receive the difference between the lower proposed NAS Payment Amount and the higher current NAS Payment Amount. Conversely, if the proposed NAS Payment Amount was the higher amount and was subsequently adopted, then Awards offered to eligible NAS PI Claimants shall thereafter receive the difference between the lower current NAS Payment Amount and the higher adopted NAS Payment Amount.

(v) If the Trustee, with the consent of NAS Committee, makes a determination to increase the NAS Payment Amount, the Trustee shall make supplemental payments to all NAS PI Claimants, who previously liquidated their claims against the Trust and received payments based on a lower NAS Payment Amount. The Trustee's obligation to make a supplemental payment to a NAS PI Claimant shall be suspended in the event the payment in question (excluding for such purpose the effect of the second sentence of Section 4.3(b)(i)) would be less than \$100, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100 (excluding for such purpose the effect of the second sentence of Section 4.3(b)(i)). However, the Trustee's obligation shall resume and

the Trustee shall pay any such aggregate supplemental payments due the NAS PI Claimant at such time that the total exceeds \$100. In the event any holder of an Allowed NAS PI Claim did not receive a Distribution because the aggregate amount of any payment was less than \$100, the Non-GUC Releases granted or deemed to have been granted by such holder (if applicable) shall not be affected by the fact that such holder did not receive a Distribution and shall remain in full force and effect.

(vi) Determination of the Maximum Annual Payment. The NAS PI Trust shall create a model of cash flow, expenses, principal, and income year-by-year to be paid over the term of the NAS PI Trust Fund. In each year, the NAS PI Trust shall be empowered to pay out to eligible NAS PI Claimants the portion of its funds payable for that year according to the model (the “**Maximum Annual Payment**”). The NAS Payment Amount and the Maximum Annual Payment are based on projections over the lifetime of the NAS PI Trust Fund. If such long-term projections are revised, the NAS Payment Amount may be adjusted accordingly, which will result in a new model of the anticipated cash flow of the NAS PI Trust and a new calculation of the Maximum Annual Payment.

(vii) If the NAS PI Trust determines at any time that the present value of the NAS PI Trust Fund’s assets is less than the projected present value of its assets for such date, then it will remodel the cash flow year-by-year to be paid over the life of the NAS PI Trust Fund.

(viii) As a further safeguard, the NAS PI Trust’s distribution to eligible NAS PI Claimants for the first nine months of a year shall not exceed 85% of the Maximum Annual Payment determined for that year.

4.4 Order of Payments.

(a) Timing of Payments.

(i) Payments will be issued on a rolling basis to holders of Allowed NAS PI Claims on a first in, first out (“**FIFO**”) basis in accordance with section 4.4(b)(iii). All payments will be subject to the Maximum Annual Payment.

(ii) With the consent of the NAS Committee, the Trustee may issue installments or partial distributions to holders Allowed NAS PI Claims.

(iii) The NAS PI Trust will issue Distributions to minors that hold Allowed NAS PI Claims in accordance with Article 8 below.

(b) Establishment of the FIFO Processing and Payment Queues.

(i) The NAS PI Trust shall order NAS PI Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”).

(ii) With respect to NAS PI Claimants that filed a claim in the *Mallinckrodt plc* bankruptcy case (Case No. 20-12522) (Bankr. D. Del.) (the “Mallinckrodt Case”), such NAS PI Claimants will be placed in the FIFO Processing Queue in the same order in which they filed a claim in the Mallinckrodt Case. A law firm claiming that it filed claims in the Mallinckrodt Case shall provide the Trustee a list of all claims that were also filed in the Mallinckrodt Case and the Chapter 11 Cases for the Trustee to vet and verify. NAS PI Claimants that did not file a claim in the Mallinckrodt Case will be placed in the FIFO Processing Queue after those that filed claims in the Mallinckrodt Case and such NAS PI Claimant’s position in the FIFO Processing Queue shall be determined by the date the holder of such NAS PI Claim provides all necessary information to the NAS PI Trust. If any NAS PI Claims are filed on the same date, the NAS PI Claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the condition for which the NAS PI Claim was filed; if any NAS PI Claims are filed and diagnosed on the same date, the NAS PI Claimant’s position in the FIFO Processing Queue shall be determined by the NAS PI Claimant’s date of birth, with older NAS PI Claimants given priority over younger NAS PI Claimants; provided, however, that if a law firm submits claims information for more than 10 NAS PI Claims on the same day, such NAS PI Claims will be randomly assigned a position in the FIFO queue within the parameters of the queue position triggered by the volume of the filing (for example, if a law firm submits claims information for 100 NAS PI Claims on the same day, those 100 NAS PI Claims will be randomly assigned a position in the FIFO queue for the first 100 spots following the queue numbering for information with respect to NAS PI Claims submitted on the preceding day).

(iii) Holders of Allowed NAS PI Claims shall be paid in FIFO order based on the date all information requirements described in this NAS PI TDP and/or the NAS PI Trust Documents are satisfied, as determined by the NAS PI Trust (the “**FIFO Payment Queue**”). If information requirements for multiple NAS PI Claims are satisfied on the same date, the NAS PI Claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the condition for which the NAS PI Claim was filed. For such NAS PI Claims, if the respective holders’ condition was diagnosed on the same date, the position of those NAS PI Claims in the FIFO Payment Queue shall be determined by the NAS PI Trust based on the dates of the claimants’ birth, with older NAS PI Claimants given priority over younger NAS PI Claimants.

(c) Unless otherwise ordered by a court of competent jurisdiction, where the NAS PI Claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant’s representative, an offer made by the NAS PI Trust on the Allowed NAS PI Claim shall remain open so long as applicable proceedings before that court or in that applicable probate process remain pending; provided that the NAS PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant’s representative, the

NAS PI Trust shall pay the holder of such Allowed NAS PI Claim in the amount so offered, based upon the NAS Payment Amount in effect at the time the offer was first made.

(d) Unless the NAS PI Trust enters into a lien resolution program, each NAS PI Claimant is responsible for satisfying any liens that third parties may claim against an Award to such NAS PI Claimant.

4.5 Disallowance of Other Channeled Claims. Any Claim channeled to the NAS PI Trust under the Plan that does not satisfy the requirements to qualify as a NAS PI Claim (including all Other Channeled Claims) is and shall be, without any further action by the Trustee, Disallowed and released in full and the holder thereof shall have no recourse to, or right of recovery from, or any other rights against, the Trust, any other PPOC Sub-Trust, any of the Debtors, or any of the Post-Emergence Entities. For the avoidance of doubt, the Non-GUC Releases granted by any holder of a Disallowed Present Private Opioid Claim (including, for the avoidance of Doubt, a Disallowed NAS PI Claim or a Disallowed Other Channeled Claim) shall not be impacted by the Disallowance of such Present Private Opioid Claim and shall remain in full force and effect.

ARTICLE 5

EVIDENTIARY REQUIREMENTS FOR ALLOWED NAS PI CLAIMS

5.1 Evidentiary Requirements for Recovery on Claim Form.

(a) To receive a recovery on his/her NAS PI Claim, *i.e.*, for a NAS PI Claim to be Allowed, a NAS PI Claimant must submit one of the following forms of evidence (“**Competent Evidence**”):

(i) A document from a licensed medical provider diagnosing the NAS PI Claimant with a medical, physical, cognitive or emotional condition resulting from the NAS PI Claimant’s intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as NAS;

(ii) A document from a licensed medical provider affirming that the NAS PI Claimant had Neonatal Opioid Withdrawal Syndrome (“**NOWS**”); or

(iii) Other medical records evidencing that the NAS PI Claimant had an NAS diagnosis, including post-natal treatment for symptoms caused by opioid exposure, symptoms of post-natal withdrawal from opioids, medical scoring for NAS or NOWS which is positive or indicates fetal opioid exposure, a positive toxicology screen of the birth mother or infant for opioids or opioid-weaning drugs, or a maternal diagnosis of opioid use disorder by the birth mother.

(b) The NAS PI Trust shall have discretion to determine whether these evidentiary requirements have been met, including whether the forms of evidence submitted constitute Competent Evidence.³ Subject to a right of appeal in Article 9, any NAS PI Claimant who

³ “**Competent Evidence**” necessary for Allowance of an NAS PI Claim means evidence, in the opinion of the Trustee, that establishes that the occurrence of a qualifying condition as set forth in section 5.1(a) above with respect to an

fails to meet these requirements is not entitled to any payment. To the extent such NAS PI Claimant granted or was deemed to have granted the Non-GUC Releases, the lack of entitlement to payment hereunder as a result of such NAS PI Claimant's failure to meet the information requirements hereunder shall not impact such Non-GUC Releases and such Non-GUC Releases shall remain in full force and effect.

(c) If the Trustee determines that a Claim Form or accompanying evidence submitted hereunder is incomplete, the Trustee shall have the discretion to request additional relevant documentation believed to be in the possession of the NAS PI Claimant or his or her authorized agent or lawyer. The NAS PI Claimant shall be afforded a 60-day period to cure any deficiency. Such deficiencies include, but are not limited to, failure to sign or complete the Claim Form, failure to execute the HIPAA authorizations (if requested by the Trust), or failure to submit qualifying evidence. If the deficiency is timely cured to the satisfaction of the Trustee, no deduction or penalty will be assessed to an otherwise qualifying NAS PI Claim. If the deficiency is not timely cured, the Trustee, depending on the nature of the deficiency, has the authority to prevent the NAS PI Claimant from receiving all or part of any Award the NAS PI Claimant would otherwise be entitled to on such NAS PI Claim. The NAS PI Trust has the sole discretion to Disallow, reduce, or eliminate Awards on claims being liquidated hereunder where it concludes that there has been a pattern or practice to circumvent full or truthful disclosure under this Article 5. To the extent such NAS PI Claimant granted or was deemed to have granted the Non-GUC Releases, the Disallowance, reduction, or elimination of an Award on such NAS PI Claimant's NAS PI Claim as a result of a pattern or practice to circumvent full or truthful disclosure under this Article 5 shall not impact such Non-GUC Releases and such Non-GUC Releases shall remain in full force and effect.

5.2 Bar for Prior Settled Cases. A NAS PI Claimant whose NAS PI Claim was reduced prior to the Petition Date to a settlement, judgment, or award (whether or not paid or otherwise discharged) against any Debtor shall be barred from receiving any Award under the NAS PI Trust Documents on account of such NAS PI Claim and shall not recover from the NAS PI Trust or any other PPOC Sub-Trust on account of such NAS PI Claim. To the extent such NAS PI Claimant granted or was deemed to have granted the Non-GUC Releases, the lack of recovery on account of such NAS PI Claim as a result of such NAS PI Claim's reduction prior to the Petition Date to a settlement, judgment, or award (whether or not paid or otherwise discharged) against any Debtor shall not impact such Non-GUC Releases and such Non-GUC Releases shall remain in full force and effect.

5.3 Claims Audit Program.

(a) **In General.** Within 60 days of the Effective Date, the Trustee, with the consent of the NAS Committee, shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the NAS PI Trust and approved for an offer of

NAS PI Claimant is more likely true than not true, i.e., a probability standard. Competent Evidence requires more than a mere possibility or scintilla of truth, but such standard does not require proof that rises to the level of clear and convincing evidence. However, notwithstanding anything to the contrary in these NAS PI TDP, proof of a prescription of an opioid product shall not be required.

payment (a claims audit program). The NAS PI Trust may retain an independent third-party to implement the audit program, which audit shall be randomly drawn from 1% of each batch of claims. In the event such audit is successful, the Trustee may move forward with such claims. In the event such audit is unsuccessful, the Trustee shall engage in further auditing of such batch. In the event that the NAS PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the NAS PI Trust, it may decline to accept additional evidence from such provider in the future.

(b) Assessment of Additional Information. To the extent that the NAS PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the NAS PI Trust or the entity overseeing the claims audit program, in the Trustee's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any NAS PI Claimant subject to the claims audit program shall cooperate and, if requested, provide the NAS PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the NAS PI Trust to obtain medical and other records to verify the claim.

(c) Actions Based on Audit Results. In the event that an audit reveals that fraudulent information has been provided to any PPOC Sub-Trust, including the NAS PI Trust may penalize any NAS PI Claimant or NAS PI Claimant's attorney by rejecting the NAS PI Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from a court of competent jurisdiction. For the avoidance of doubt, in the event such NAS PI Claim is rejected, the Non-GUC Release granted or deemed to have been granted in connection with the Plan shall be unaffected and the enforceability, scope, and terms thereof shall remain in full force and effect.

5.4 Costs Considered. Notwithstanding any provision of these NAS PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid NAS PI Claims so that the payment of Awards to holders of Allowed NAS PI Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting a claim. The Trustee shall have the latitude to make judgments regarding the amount of transaction costs to be expended by the NAS PI Trust so that Awards to holders of Allowed NAS PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the NAS PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) **In General.** All submissions to the NAS PI Trust by a holder of a NAS PI Claim or an Other Channeled Claim, including any Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Authorized Disclosures.

(i) **Claimant Consent and Subpoenas.** The NAS PI Trust will preserve the confidentiality of submissions to the NAS PI Trust, and shall disclose the contents thereof only to such other persons as authorized by the holder or in response to a valid subpoena of such materials issued by a New York state court, the Bankruptcy Court, or the United States District Court for the Southern District of New York. The NAS PI Trust shall provide the NAS PI Claimant or counsel for the NAS PI Claimant a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) NAS PI Claimants, the NAS PI Trust may instead first provide a copy of the subpoena to counsel for the NAS Committee and delay providing a copy of the subpoena to counsel for individual holders of NAS PI Claims until, in the Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the NAS PI Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The NAS PI Trust shall on its own initiative or upon request of the NAS PI Claimant in question take all necessary and appropriate steps to preserve said privileges before a New York state court, the Bankruptcy Court, or the United States District Court for the Southern District of New York and before those courts having appellate jurisdiction related thereto. Notwithstanding the foregoing, the Trustee or his professionals, agents, or consultants may disclose the amount of any Award to the Future PI Trustee or his professionals, agents, or consultants.

(ii) **Other Required Disclosures.** Notwithstanding anything in the foregoing to the contrary, with the consent of the NAS Committee, the NAS PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, or as required in connection with a lien-resolution program or lien-resolution laws (including those relating to Medicare liens); *provided, however,* that the NAS PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the NAS PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the NAS PI Trust shall be used solely by the

receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality.

(c) Claimant Discovery Obligations. Nothing in these NAS PI Trust Documents or the Governing Order and Filings expands, limits, or impairs the obligation under applicable law of a NAS PI Claimant or any holder of an Other Channeled Claim to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the NAS PI Trust for the purpose of obtaining compensation for opioid-related injuries from the NAS PI Trust.

(d) Secure Destruction Upon Termination. As part of the process by which the NAS PI Trust's activities are wound-down in connection with termination of the NAS PI Trust, and once the Trustee has been determined that there is no legitimate reason to retain NAS PI Claims records submitted by NAS PI Claimants, the NAS PI Trust shall securely destroy all records containing personal information about NAS PI Claimants or other individuals identified in the claims records. The destruction of the records shall comply with New York law and any applicable federal laws that may apply to the information contained within the records, such that any personal or individual-identifying information is rendered unreadable, undecipherable, and inaccessible. Following such destruction, the Trustee shall file a certification with Purchaser Parent attesting to the NAS PI Trust's compliance with this provision.

ARTICLE 7

RESERVED

ARTICLE 8

DISTRIBUTIONS FOR THE BENEFIT OF MINORS

8.1 Procedures Regarding Distributions to or for the Benefit of Minor Claimants. The following procedures apply to any NAS PI Claimant who is a minor under applicable law (a "**Minor Claimant**") for so long as the Minor Claimant remains a minor under applicable law.

8.2 Actions by Proxy of Minor Claimant.

(a) A Minor Claimant's custodial parent, his/her legal guardian under applicable law (a "**Guardian**"), or an adult providing custody and care to the minor (any of the foregoing acting on behalf of the Minor Claimant, the "**Proxy**") is authorized to make submissions on behalf of the Minor Claimant under the NAS PI TDP, subject to Section 8.2(b) below.

(b) The Proxy shall be responsible for submitting, on behalf of such Minor Claimant, all required forms under the NAS PI Trust Documents and the Governing Order and Filings, as well as any evidence required by the NAS PI Trust to support the Claim Form, and any other documentation required or requested pursuant to the NAS PI TDP.

(c) The Proxy is authorized to take, on behalf of a Minor Claimant, all actions under the NAS PI Trust Documents that the Minor Claimant would be authorized to take if such Minor Claimant were an adult, other than receiving distributions from the NAS PI Trust (unless so authorized by Section 8.6 below).

8.3 Establishing Proxy of a Minor Claimant.

(a) Any purported Proxy making a submission to the NAS PI Trust on behalf of a Minor Claimant shall include along with such submission documentation of his/her authority to act on behalf of the Minor Claimant, consisting of the following:

(i) If the purported Proxy is the Guardian of the Minor Claimant, then the court order appointing that Proxy as Guardian, or other documents reasonably acceptable to the NAS PI Trust as sufficient under applicable law to evidence the guardianship.

(ii) If the purported Proxy is the custodial parent of the Minor Claimant, then a sworn statement that such Proxy is the custodial parent of the Minor Claimant.

(iii) If the purported Proxy is neither the Guardian nor custodial parent of the Minor Claimant, then a statement under penalty of perjury by the purported Proxy that he/she is providing custody and care to the Minor Claimant, stating for how long he/she has been providing such care and custody, explaining his/her relationship to the Minor Claimant and the circumstances around the provision of care and custody, as well as a statement and/or records from one or more of the following in support of his/her statement under penalty of perjury:

- (A) Minor Claimant's school;
- (B) Purported Proxy's landlord or property manager;
- (C) Minor Claimant's health provider;
- (D) Minor Claimant's child care provider;
- (E) Purported Proxy's placement agency;
- (F) Governmental social services agency;
- (G) Indian tribe officials; or
- (H) Purported Proxy's Employer.

(b) Whether the purported Proxy is a Guardian, custodial parent, or neither, the NAS PI Trust may require additional corroborating evidence at his discretion, including in the event that instructions are received from more than one purported Proxy for the same Minor Claimant.

8.4 Distributions from the NAS PI Trust to Minor Claimants.

(a) When the NAS PI Trust has determined the final distributable amount on a Minor Claimant's claim, it will send notice of such final amount to the Minor Claimant's Proxy and counsel (if known). Such notice will include a letter inviting the Proxy to discuss how the distributable amount was determined, and the NAS PI Trust will take reasonable steps to ensure that the Proxy understands how such amount was determined.

(b) Any distributions owing to a Minor Claimant that are ready for issuance by the NAS PI Trust at a time when the Minor Claimant is still a minor under applicable law shall be (i) used to pay the individual attorneys' fees of the Minor Claimant pursuant to Section 8.5 below and (ii) with respect to the remainder, paid into an interest-bearing sub-fund of the NAS PI Trust (the "**Minor Claimants Account**"), held there for the sole benefit of the Minor Claimant, and invested in a U.S. governmental money-market fund until such funds are distributed pursuant to Section 8.6 below or until the Minor Claimant becomes an adult under applicable law (the "**Adult Distribution Date**"), at which time the amount then held in such account (including interest earned) shall be paid directly to such NAS PI Claimant.

(c) Pending distributions for all Minor Claimants may be held in the same sub-fund.

8.5 Payments of Attorneys' Fees.

(a) Within a reasonable period following receipt of notice of the final distributable amount on a Minor Claimant's NAS PI Claim, and using forms to be provided by the Trust, the Minor Claimant's counsel shall submit to the NAS PI Trust, with a copy to the Proxy, a request for payment of legal fees and expenses from the Minor Claimant's recovery.

(b) It is the Minor Claimant's attorney's duty to comply with all ethical and legal rules respecting such legal fees and expenses, and the NAS PI Trust is permitted to rely upon such representation in issuing payments in respect of such fees and expenses.

(c) Absent objection from the Proxy with respect to such asserted fees and expenses, the NAS PI Trust shall remit payment to the Minor Claimant's attorney in accordance with the latter's request.

8.6 Early Distributions.

(a) A Proxy who has established to the satisfaction of the Trust that they are the custodial parent or Guardian of the Minor Claimant may elect that the full net award to the Minor Claimant be released upon receipt by the Trust of a statement under penalty of perjury by the Proxy attesting to the following: (i) that the Proxy is financially responsible for the Minor Claimant's welfare, (ii) that all funds received by the Proxy on behalf of the Minor Claimant will be used for the direct benefit and welfare of the Minor Claimant, and (iii) that the Proxy has agreed to account for and demonstrate, if requested by a court of a law, government official or the Minor Claimant, that all funds received by the Proxy have been used for the direct benefit and welfare of the Minor Claimant, or the amount of such funds in the possession of the Proxy which have yet to be expended for such purpose.

(b) The NAS PI Trust shall have no duty to monitor the use of funds released pursuant to this article.

ARTICLE 9

APPEALS

9.1 Appeal Process. If an NAS PI Claimant is dissatisfied with any determination made by the NAS PI Trust with respect to his or her NAS PI Claim, (s)he can appeal to the NAS PI Trust within fourteen (14) days of receiving notice of such determination by submitting a written document clearly marked as “Appeal to Claims Administrator.” In that document, the NAS PI Claimant should identify the determination with which the NAS PI Claimant disagrees and state the reasons for the disagreement. The NAS PI Claimant may submit any additional documentation (s)he wishes to have considered. Only one appeal is permitted per Claim Form.

9.2 Appeal Review. The Trustee shall conduct a *de novo* review and promptly issue a ruling in writing to the NAS PI Claimant and/or his/her counsel, as applicable. In the event that the Trustee determines that the records submitted in support of the NAS PI Claimant’s claim are unreliable, the Trust shall issue a notification of status letter advising the NAS PI Claimant of such determination and identifying the particular records or statements that are deemed unreliable. In evaluating such appeal, the Trust shall not change the NAS PI TDP allowance criteria.

9.3 Limitation on Appeals. NAS PI Claimants shall have no other appeal rights beyond those set forth in this Article 9. Determinations made by the Trust in the appeals process pursuant to this Article 9 shall be final and binding and are not subject to further appeal in any forum.

9.4 Effect on Non-GUC Release. Notwithstanding anything set forth in this Article 9, in the event of an appeal of a NAS PI Claimant’s distribution or other assessment of such claimant’s NAS PI Claim, the enforceability, scope and terms of the Non-GUC Releases granted or deemed to have been granted by such claimant shall be unaffected and shall remain in full force and effect.

[ENDO NAS PI TDP EXHIBIT A]

DRAFT

**SAMPLE SUPPLEMENTAL CLAIM FORM FOR
NAS PI TRUST DISTRIBUTION PROCEDURES**

This supplemental claim form (“**Claim Form**”) must be completed by each NAS PI Claimant¹ seeking an Award from the NAS Personal Injury Trust (the “**NAS PI Trust**”) on a NAS PI Claim.²

FAILURE TO TIMELY SUBMIT THIS CLAIM FORM AS PROVIDED IN THE NAS PI TDP MAY CAUSE THE NAS PI CLAIM TO BE DEEMED DISALLOWED UNDER THE NAS PI TDP. **To be timely filed, the Claim Form must be submitted by no later than the date that is one year from the Effective Date.** Although that is the latest a Claim Form may be submitted to the NAS PI Trust, a NAS PI Claimant may benefit from submitting the Claim Form earlier, because the NAS PI Trust may issue installments or partial distributions to Allowed NAS PI Claims prior to that date. Note, however, that NAS PI Claimants who timely filed proofs of claim prior to the general bar date, previously filed claims, and provided the required documentation in connection with the *Mallinckrodt plc* (Case No. 20-12522) (Bankr. Del.) bankruptcy case do not need to submit a claim form with the NAS PI Trust, but shall provide the Trustee with a list of claims filed in the Mallinckrodt Case and the Chapter 11 Cases for the Trustee to vet and verify.

Instructions:

If you represent the interests of an NAS PI Claimant and are seeking to recover money from the NAS PI Trust on account of that NAS PI Claimant’s NAS PI Claim, you must complete this Claim Form and return it to ENDO NAS PI Trust, PO Box 361930, Hoover, Alabama 35236. If you do not complete the Claim Form, you will NOT qualify to receive funds on behalf of the NAS PI Claimant you represent.

If you believe that the NAS PI Claimant you represent holds multiple NAS PI Claims against the Debtors on account of multiple injuries, then fill out only one Claim Form. One Claim Form submitted for a NAS PI Claim shall be deemed to be a Claim Form in respect of that NAS PI Claim and also any NAS PI Claims against all Debtors and other Released Parties that are associated with that NAS PI Claim.

If you represent the interests of more than one NAS PI Claimant, you must file a Claim Form on behalf of each individual NAS PI Claimant, unless authorized to do so by the Trustee. YOU

¹ Parties that previously filed claims and provided the required documentation in connection with the *Mallinckrodt plc* (Case No. 20-12522) (Bankr. D. Del.) (the “**Mallinckrodt Case**”) bankruptcy case do not need to provide further documentation, except as set forth herein.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the NAS Personal Injury Trust Distribution Procedures (“**NAS PI TDP**”) or, if not defined therein, then the meanings ascribed to them in the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3849] (the “**Plan**”) or the NAS Personal Injury Trust Agreement (“**Trust Agreement**”), as the case may be.

CANNOT FILE ONE CLAIM FORM ON BEHALF OF MULTIPLE NAS PI CLAIMANTS, UNLESS AUTHORIZED TO DO SO BY THE TRUSTEE.

Follow the instructions of each section carefully to ensure that your Claim Form is submitted correctly. Except as otherwise indicated, all words shall be given their ordinary, dictionary meaning. Submitting this Claim Form does not guarantee that you will receive payment from the NAS PI Trust. Whether you will receive payment depends on whether you provide the required submissions, as set forth in the NAS PI TDP and whether your claim meets the eligibility requirements set forth in the NAS PI TDP.

You must also provide the documentation requested herein, and, if your claim is subsequently Allowed by the NAS PI Trust, your claim will be liquidated and paid according to the provisions of the NAS PI TDP. If your claim is Disallowed by the NAS PI Trust, you will not receive a distribution from the NAS PI Trust. In the event your claim is Disallowed, such Disallowance shall not affect the efficacy, enforceability, scope or terms of your Non-GUC Release, to the extent granted (whether granted by execution of a release form or otherwise deemed granted pursuant to the Plan), or the release granted thereunder, which will remain in full force and effect. All claimants whose NAS PI Claims are Allowed by the NAS PI Trust shall receive an equal distribution from the NAS PI Trust Fund, subject to the deductions described in the NAS PI TDP and the additional payment in consideration for granting a Non-GUC release.

Each NAS PI Claimant is responsible for satisfying any liens that health insurance companies, government entities (including Medicare and Medicaid), or any other third party may have against any Award that may be issued by the NAS PI Trust. By submitting this Claim Form and choosing to liquidate your NAS PI Claim under the NAS PI TDP, you understand that the NAS PI Trust may enter into a lien resolution program (“**LRP**”) and, if the NAS PI TDP does enter into a LRP, you are deemed to consent to the LRP and the NAS PI Trust’s release of information provided in connection with your NAS PI Claim as required under the LRP to identify any liens that may be asserted against an Award based on the NAS PI Claim. If any liens are identified against your Award, the NAS PI Trust may reduce your Award by the amount required to satisfy the lien(s).

Instructions for Submission: You may submit this completed Claim Form online at

_____.

PART ONE: PERSONAL INFORMATION OF NAS PI CLAIMANT AND HIS/HER REPRESENTATIVE

(All Claimants must complete this Part)

Section 1.A: Fill out the information for the NAS PI Claimant below:

NAS PI Claimant's Name:

NAS PI Claimant's Date of Birth:

NAS PI Claimant's Date of Death (if applicable):

NAS PI Claimant's Address:

NAS PI Claimant's Social Security Number:

Section 1.B: Fill out your own information below:

Your Name:

Your Date of Birth:

Your Address:

Your Social Security Number:

Your Phone Number:

State whether you are the natural parent, legal guardian, or other custodian of the NAS PI Claimant:

PART TWO: MEDICAL PROVIDER INFORMATION

Section 2.A: This section concerns licensed medical providers who have diagnosed the NAS PI Claimant with any medical, physical, cognitive, or emotional conditions resulting from his/her intrauterine exposure to opioids or opioid replacement or treatment medication(s). The diagnoses may include, but are not limited to, the condition known as neonatal abstinence syndrome ("NAS"). Fill out and provide the following information, if known:

Name of Licensed Medical Provider	Address	City	State	Zip	Date of Diagnosis

Section 2.B: Even if you do not know the information sought in Section 3.A., **please include with your submission of this Claim Form Competent Evidence that a licensed medical provider has diagnosed the NAS PI Claimant with any medical, physical, cognitive, or emotional condition resulting from the NAS PI Claimant’s intrauterine exposure to opioids or opioid replacement or treatment medication(s).** The diagnoses may include, but are not limited to, the condition known as neonatal abstinence syndrome (“NAS”). The diagnosis can be made by any medical professional, specifically including physicians, nurses, physician assistants, mental health counselors or therapists, or professionals at a rehabilitation center. Evidence can include, among other things, medical records evidencing that the NAS PI Claimant had a NAS diagnosis, post-natal treatment for symptoms caused by opioid exposure, symptoms of post-natal withdrawal from opioids, medical scoring for NAS or Nows which is positive or indicates fetal opioid exposure, a positive toxicology screen of the birth mother or infant for opioids or opioid-weaning drugs, or a maternal diagnosis of opioid use disorder by the birth mother.

Section 2.C.: Was the NAS PI Claimant born in a medical facility? If so:

Name of the Facility where the NAS PI Claimant was born:

Location (city and state) where the NAS PI Claimant was born:

PART THREE: MEDICAL LIENS

Section 3.A: Did any insurance company pay for medical treatment for the NAS PI Claimant’s opioid-related injuries?

Yes: No:

Section 3.B: In the last 20 years, was the NAS PI Claimant user eligible for coverage by any of the following, or did any of the following actually pay for his/her opioid-related health costs?

Respond by writing “Yes” or “No” next to each insurance provider name, and provide the requested information as to each. If any insurance carrier who provided coverage to the opioid user is not identified, please fill in that carrier’s information at the bottom of the chart.

Type of Insurance:	Yes/No	Street Address:	Phone Number	Policy Number (if any)	Policy Holder	Dates of Coverage
Medicare						
Medicaid						
Tricare						
VA						
Champus						
Private (name below):						

PART FOUR: SIGNATURE

Please fill out and sign this section to complete this Claim Form.

NAS PI Claimant's Name:

NAS Claimant's Email (if any):

NAS Claimant's Phone Number (if any):

Your Name:

Your Email:

Your Phone Number:

To the extent required, I am including the evidence requested in Section 3.B above in my submission of this form: _____.

I declare, under penalty of perjury, that the representations made and the information provided on this Competent Evidence are true, correct, and complete to the best of my knowledge.

Signature of NAS PI Claimant or individual acting on behalf of the NAS PI Claimant:

Print name: _____ Date: (mm/dd/yyyy) _____

ENDO NAS PI TDP EXHIBIT B

**[SAMPLE]
HIPAA RELEASE FORM FOR
NAS PI TRUST DISTRIBUTION PROCEDURES**

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name:

Date:

Date of Birth:

Soc. Sec. No.

- 1. The following individuals or organizations are authorized to disclose my protected health and insurance records to the parties specified below in section #4:

Note: Please list the names of your medical care providers and your health insurance providers that may have records relevant to the resolution of your NAS PI Claim. **If you are unsure of the exact legal name of your medical providers and health insurance providers, you can leave this blank, and we will complete it for you with the understanding that you authorize all relevant parties:**

- 2. The type and amount of information to be used or disclosed is as follows:

The entire protected medical and insurance record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies, for the following dates:

Note: List the date range for which the healthcare and insurance companies above may have records relevant to the resolution of your NAS PI Claim. **If you are unsure of the exact dates, then leave this blank, and we will complete this section for you with the understanding that you authorize all relevant date ranges.**

Dates of Services - From: _____ To: _____

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, as well as treatment for alcohol and drug abuse.
4. The health and insurance information may be disclosed to and used by the following individual and/or organization:
 - a. Endo Opioid Personal Injury Trust, Endo NAS Personal Injury Trust, and Endo Future Personal Injury Trust;
 - b. Edgar C. Gentle, III of Gentle, Turner & Benson, LLC, as the Trustee and Claims Administrator of the Endo Personal Injury Trusts listed above in “a;” and
 - c. MASSIVE: Medical and Subrogation Specialists.
5. I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization, I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire 10 years after the date that I sign it.
6. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization and forego a recovery under the NAS Personal Injury Trust Distribution Procedures. I understand that no organization may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 1634.524. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules or HIPAA. If I have questions about disclosure of my health information, I can contact the parties listed above in section #4.

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

I, _____, an NAS PI Claimant, have authority to act on behalf of Decedent for one of the following reasons (please select *one* and provide the applicable documentation):

Decedent Executed a Valid Will Naming NAS PI Claimant as the Executor/Administrator

List here and attach copies of all document(s) evidencing a valid Last Will and Testament executed by Decedent naming NAS PI Claimant as Executor/Administrator:	1. Last Will and Testament of _____, dated _____. 2. _____ 3. _____
--	---

Decedent Executed a Valid Testamentary Trust Naming NAS PI Claimant as the Trustee

List here and attach copies of all document(s) evidencing a valid Testamentary Trust executed by Decedent naming NAS PI Claimant as Trustee:	1. Testamentary Trust executed by _____, dated _____. 2. _____ 3. _____
--	---

Decedent Did Not Execute a Valid Testamentary Document (did not have an executed Will or Trust)

List here the intestate statute(s) of the Residence/Legal Domicile at Time of Death of the Decedent and attach a copy of the full language of the statute(s):	1. A copy of the intestate statute(s) of the state or domicile of the Deceased Claimant at the time of his or her death. 2. _____ 3. _____
---	--

IV. Notice to Heirs and Beneficiaries of Decedent
(Attach additional sheets if needed)

Use the space below to identify the name and address of all persons who may have a legal right to share in any payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the NAS PI Trust, or the reason they cannot be notified.

	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	<input type="checkbox"/> Yes. How notified: _____ <input type="checkbox"/> No. Why not notified: _____

2.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
3.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
4.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
5.		Address	
		Relationship to Decedent	
		Notified of Settlement?	__ Yes. How notified: _____ __ No. Why not notified: _____ _____
6.		Address	
		Relationship to Decedent	

		Notified of NAS PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
7.		Address	
		Relationship to Decedent	
		Notified of NAS PI Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____

V. NAS PI Claimant Certification – Sworn Declaration

This Sworn Declaration is an official document for submission to the NAS PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:

- A. I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the NAS PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.
- B. I will abide by all substantive laws of the Decedent’s last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- C. If Decedent executed a valid Will naming NAS PI Claimant as the Executor/Administrator:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. The copy of the Last Will and Testament provided by me is the Last Will and Testament of the Decedent.
 - c. I will notify the NAS PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- D. If Decedent executed a valid Testamentary Trust naming NAS PI Claimant as the trustee:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
 - b. No one else has been appointed the trustee or other position with the authority to act on behalf of the Decedent and his or her estate.
 - c. The copy of the Testamentary Trust provided by me is the currently valid Testamentary Trust of the Decedent.
 - d. I will notify the NAS PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- E. If the Decedent did not execute a valid testamentary document:
 - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.

b. There is no known Last Will and Testament of the Decedent and no application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator.

c. I will notify the NAS PI Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.

F. No application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator of the Decedent's estate.

G. I am not aware of any objections to my appointment and service as the NAS PI Claimant on behalf of the Decedent and his or her estate, heirs, and beneficiaries.

H. No person notified under Section IV objects to my serving as the NAS PI Claimant and taking such steps as required by the NAS PI TDP to resolve all claims related to the Decedent's prescription and/or use of opioids. The persons named in Section IV are all of the persons who may have a legal right to share in any payment issued in respect of the injuries of the Decedent.

V. NAS PI Claimant Certification – Sworn Declaration (Continued)

I. I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of any payment from the PI Trust to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.

J. In accordance with item I. above, I understand that I am responsible for locating and paying all heirs their proportionate share of any distribution based on the applicable Will, Trust or Intestate Statute.

K. I will indemnify, defend and hold harmless the NAS PI Trust, its agents and representatives, and any law firm(s) representing me from any and all claims, demands, or expenses of any kind arising out of distributions from the NAS PI Trust.

L. I understand that, by signing this Sworn Declaration, the sole remedy for any beneficiary that contests the allocation of the distribution from this case is to pursue me directly.

The information I have provided in this Declaration is true and correct. I understand that the NAS PI Trust, the Bankruptcy Court for the Southern District of New York and any law firm(s) representing me will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

I, the undersigned, declare the above as true and correct under penalty of perjury:

Signature:

Date: