Exhibit 2-D

PI Trust Distribution Procedures

WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES

ENDO OPIOID PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES FOR PI CLAIMS

These Endo Opioid Personal Injury Trust Distribution Procedures ("**PI TDP**") provide for resolving all PI Opioid Claims[1], as contemplated by the Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors (the "**Plan**"), and as provided in the Endo Opioid Personal Injury Trust Agreement ("**PI Trust Agreement**") and the PPOC Trust Documents. The Plan, the Confirmation Order, and the PI Trust Documents establish the Endo Opioid Personal Injury Trust ("**PI Trust**"). The trustee of the PI Trust ("**Trustee**") shall implement and administer these PI TDP in accordance with the PI Trust Agreement and the PPOC Trust Documents. Holders of PI Opioid Claims are referred to herein as "**PI Claimants**."[2]

ARTICLE 1

INTRODUCTION

1.1 Purpose of the PI TDP. The goal of the PI Trust is to treat all eligible present private opioid claims equitably and in accordance with the requirements of the Governing Order and Filings, the Plan, the Confirmation Order, the PI Trust Documents, and the Bankruptcy Code. This PI TDP furthers that goal by setting forth objective, efficient, and fair procedures for processing and paying eligible PI Opioid Claims.

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[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, the PI Trust Documents, or the PPOC Trust Documents.

[2] The term "**PI Opioid Claim**" means any and all Present Private Opioid Claims against any of the Debtors (a) held by a natural person (1) resulting from an injury to such natural person identified on the Claim Form, which injury resulted from such natural person's exposure to Opioids or opioid replacement or treatment medication, and (2) arising from (x) such natural person's use of a Qualifying Opioid or (y) the use by a decedent of a Qualifying Opioid prior to January 1, 2019, and b) for which a Proof of Claim was filed by the General Bar Date. For the avoidance of doubt, NAS PI Claims are not PI Claims. The term "**PI Claimant**" includes each person holding a PI Claim. Any persons whose claims involve opioid use where the first use of a Qualifying Opioid is January 1, 2019 or later are not PI Claimants, do not have PI Claims and are not eligible to participate in this PI TDP.

1.2 Funding of the Trust. The PI Trust shall be funded in accordance with the Governing Order and Filings, the Plan, the Confirmation Order, the PPOC Trust Documents, and the PI Trust Documents.

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

ARTICLE 2

PI TDP ADMINISTRATION

2.1 Claims Processor and Other Agents. Nothing in this PI TDP shall preclude the PI Trust from contracting with a third party to provide claims-processing, claims-audit, or other services to the PI Trust so long as decisions about the resolution of PI Opioid Claims are based on the relevant provisions of the Governing Order and Filings and this PI TDP, including the evidentiary criteria set forth herein. In accordance with the PI Trust Agreement, the Trustee may retain additional professionals, agents, and consultants to assist in carrying out the duties of the PI Trust.

2.2 PI Trust Advisory Committee. Pursuant to the Governing Order and Filings, the Plan, the Confirmation Order, and the PI Trust Documents, the Trustee shall administer the PI Trust and this PI TDP in consultation with the PI Trust Advisory Committee ("**PI Committee**"). The duties of the PI Committee with respect to the PI Trust are set forth in the PI Trust Documents. The Trustee shall obtain the consent of the PI Committee on any amendments to this PI TDP and on such other matters as are otherwise required below and in the PI Trust Agreement (provided, for the avoidance of doubt, that no amendments to this PI TDP or any other document shall impair,

modify or otherwise affect the efficacy, enforceability, scope or terms of releases or injunctions authorized under the Plan, the Confirmation Order, the Non-GUC Releases, or other Releases in the Plan). The initial Trustee and the initial members of the PI Committee are identified in the PI Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice, which may be provided via email, to the PI Committee (and to the extent the Purchaser's consent is required pursuant to Section 8.5 of the PI Trust Agreement, the Purchaser) of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment or take such action unless and until the parties have engaged in the Consultation Process or the Consent Process described in the PI Trust Agreement.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 PI Trust Claims Liquidation Procedures.

(a) Claims Materials. The PI Trust shall distribute certain claims materials for all eligible PI Opioid Claims as and to the extent set forth in the Plan. The claims materials will include a trust claim form substantially in the form of Exhibit A ("**PI Trust Claim Form**"), which shall require a certification signed by the claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed PI Opioid Claim eligible to receive payment from the PI Trust. Additionally, the claims materials shall include, (i) a HIPAA release form ("**HIPAA Release**"), substantially in the form of Exhibit B, and (ii) an heirship declaration(s) ("**Heirship Declaration**"), substantially in the form of Exhibit C, which must be provided by any person seeking a Distribution from the PI Trust in the capacity of an heir when

an Executor, Administrator, or Personal Representative of the Deceased Person's Estate has not been appointed by a Court, or, if an Executor, Administrator, or Personal Representative has been appointed by a Court, then the Court Order appointing such person. The claims materials may be amended by the Trustee with the consent of the PI Committee, so long as any such amendment is consistent with the terms of the PI Trust Agreement, the Plan, and the Confirmation Order and does not effect a change to the evidentiary criteria or the awards set forth in Sections 4.3 and 5.1 below and does not impair, modify or otherwise affect the enforceability, efficacy, scope or terms of the Non-GUC Releases; provided, that no holder of a PI Opioid Claim who completed the claims materials in accordance with the then-applicable procedures shall be prejudiced by any amendment to the claims materials made after the date such holder of a PI Opioid Claim submitted claims materials.

(b) Determination of Compensability. The PI Trust will receive, process, and resolve PI Opioid Claims in accordance with this PI TDP and determine whether they are Allowed and therefore eligible to receive payment from the PI Trust, or Disallowed as defined in the Plan ("**Disallowed Claims**") and therefore not eligible for payment from the PI Trust. An "**Allowed PI Opioid Claim**" is a PI Opioid Claim that provides credible evidence that satisfies (as determined by the PI Trust) the evidentiary criteria set forth below, and is otherwise eligible for an offer of payment in accordance with this PI TDP.

(c) Treatment of Disallowed Claims. The PI Trust will not pay Awards to Disallowed Claims.

(i) Because the PI Trust will have limited funds, economic damages are not compensable. This PI TDP compensates only general pain and suffering. Nonetheless, all PI Opioid Claims are released, including both economic and non-economic or general

damages. In no circumstance, shall the 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). Claims that involve no demonstrated use of Qualifying Opioids are not compensable by the PI Trust, regardless of the theory of liability.

(ii) The adjudication of a PI Opioid Claim under the liquidation procedures of this PI TDP shall be deemed to be an adjudication of that PI Opioid Claim and any associated PI Opioid Claims of the PI Claimant against any of the Debtors or related entities, or any other Non-GUC Released Party (to the extent such PI Claimant has granted, or been deemed to grant, the non-GUC Release), regarding the same injuries that are the subject of its PI Opioid Claim. The portion of any Distribution from the PI Trust of an Award (under the liquidation procedures of this PI TDP) in respect of such PI Opioid Claim (other than any Additional Award), if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of all of such holder's PI Opioid Claims against only the Debtors; provided that a Distribution from the PI Trust of an Award that includes an Additional Award pursuant to the term herein, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of all of such holder's PI Opioid Claims against Non-GUC Released Parties. For clarity, any Distribution under this PI TDP does not waive or release any related claims a PI Claimant may have against other individuals or entities that are not Debtors or Non-GUC Released Parties.

(iii) No Claim submitted by a Co-Defendant (as defined in the Plan) will be deemed compensable by the PI Trust, and such claims shall not constitute PI Opioid Claims.

(iv) In the event a Claim is ultimately Disallowed, the enforceability, scope and terms of the Non-GUC Releases granted shall remain effective. The Non-GUC Releases are irrevocable. The consideration for the Non-GUC Releases is the right to an additional payment from the PI Trust that is calculated by multiplying (i) the amount of Pro Rata Payment (defined infra) to be made to such holder pursuant to the PI Trust Documents, by (ii) a multiplier of 4x (the "**Non-GUC Multiplier**"), but such right does not guarantee the applicable PI Opioid Claim will be Allowed. Claimants who have not timely granted (or been deemed to have granted, in accordance with the Plan) the Non-GUC Releases will not receive the Non-GUC Multiplier. By way of example, if the Pro Rata Payment to an Allowed Claimant herein is $250 but the Claimant is not deemed to have granted a Non-GUC Release and does *not* affirmatively opt in to the non-GUC Release, their total Award would be $250. If, however, that Allowed Claimant is deemed to have granted the Non-GUC Released in accordance with the Plan, or did opt in to the Non-GUC Release, they would receive an additional $1,000 ($250x4) for a total Award of $1,250 ($250 Pro Rata Payment plus $1,000 Non-GUC Multiplier). For the avoidance of doubt, any such Claim that is Disallowed shall be released in full, as set forth in the Plan.

(d) Determination of Awards and Deductions. The PI Trust will liquidate and determine the gross amounts receivable on account of Allowed PI Opioid Claims (an "**Award**") in accordance with this PI TDP. Awards will be a gross number *before* deduction of any allowed deductions or holdbacks, including, but not limited to, Trust administration costs as provided in the Trust Documents (the "**PI Trust Deductions and Holdbacks**").

ARTICLE 4

PROCESSING AND RESOLUTION OF PI OPIOID CLAIMS BY THE PI TRUST

4.1 Processing of PI Opioid Claims.

(a) The Trustee shall set a deadline that is 30 days after the Effective Date to file a claim under this PI TDP ("**Claim Submission Deadline**"). PI Opioid Claims received after the Claim Submission Deadline will not qualify for payment absent a showing, to the satisfaction of and pursuant to the sole discretion of the Trustee, of extraordinary cause. In no event will groups of late claims be considered timely. The Trustee only has the discretion to consider late claims one at a time. Unless the Trustee finds extraordinary cause, late claims shall be Disallowed. In no event will any late claim be Allowed that is submitted more than 15 days after the Claim Submission Deadline, even if the Trustee finds extraordinary cause.

(b) To process PI Opioid Claims under this PI TDP, the PI Trust has the discretion to request additional documentation beyond that required by this PI TDP that is believed to be in the possession of the PI Claimant or his or her authorized agent or lawyer.

(c) The PI Trust will use appropriate accounting internal controls, 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 PI Opioid Claims.

(d) The PI Trust may investigate any PI Opioid Claim and may request information from any PI Claimant to ensure compliance with the terms outlined in this PI TDP. The PI Trust may request a PI Claimant to execute an additional HIPAA Release to enable the PI

Trust to directly obtain the PI Claimant's or Decedent's medical records for evaluation in accordance with this PI TDP.

(e) The Trustee has the sole discretion, subject to the appeal process set forth herein, to determine if a PI Opioid Claim is Disallowed or to reduce or eliminate Awards on PI Opioid 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 this PI TDP or by the PI Trust to resolve a PI Opioid Claim.

4.2 General Criteria for Allowed PI Opioid Claims. To establish an Allowed PI Opioid Claim in accordance with this PI TDP, a PI Claimant must satisfy all of the following criteria on or before the Claim Submission Deadline:

(a) Have timely filed a Proof of Claim against one or more Debtors prior to the Bar Date[3];

(b) Complete and sign the Claim Form, checking at least one injury box, sign and submit the Claim Form;

(c) Demonstrate usage of one of the qualifying prescribed opioids listed in Section 5.1(a) below (a "**Qualifying Opioid**");

(d) Demonstrate usage of a Qualifying Opioid before January 1, 2019;

(e) Complete, sign and submit the HIPAA release form(s);

(f) If the PI Opioid Claim concerns the injuries of a Decedent, execute and submit an Heirship Declaration; and

[3] Claims filed after the Bar Date set by the Court are not eligible for payment under this PI TDP and shall be Disallowed.

(g) To be eligible for the Non-GUC Multiplier from the PI Trust, granted (or be deemed to have granted pursuant to the Plan) the Non-GUC Releases by the Voting Deadline.

4.3 Pro Rata Payment. Allowed PI Opioid Claims will be paid a simple pro rata share of the distributable proceeds held by the PI Trust based on the total number of timely Allowed PI Opioid Claims submitted (the "**Pro Rata Payment**"). Allowed PI Opioid Claims who granted (or be deemed to have granted pursuant to the Plan) the Non-GUC Releases during the Voting Period will receive an additional award (an "**Additional Award**") that is four times the Pro Rata Payment (**Non-GUC Multiplier**). Disallowed Claims (whether because untimely, because a deficiency is not timely cured, because no evidence of use of a Qualifying Opioid was produced or for any other reason) will not receive any Awards and therefore will not impact calculation of pro rata payments. However, notwithstanding the foregoing, unless otherwise ordered by the Bankruptcy Court, where the PI Claimant is deceased or incompetent, and the discharge 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 PI Trust on the claim shall remain open so long as proceedings before that applicable court or in that applicable probate process remain pending; provided that the PI Trust has been furnished with evidence that or reasonably believes 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 applicable court or through the probate process and accepted by the claimant's representative, the PI Trust shall pay the claim in the amount so offered.

ARTICLE 5

VALUATION OF AND EVIDENTIARY

REQUIREMENTS FOR ALLOWED CLAIMS

5.1 Evidentiary Requirements for Opioid Product Identification.

(a) List of Qualifying Opioids. The following list sets forth the Qualifying Opioids as required to establish an Allowed PI Opioid Claim pursuant to Section 4.2(c):

(i) Qualifying Brand Name Opioids shall include the following Debtor or Paladin opioids: ABSTRAL©; BELBUCA©; CHERATUSSIN©AC: DARVON-N©; DEPODUR©; ENDOCET©; ENDODAN©; IBUDONE©; METADOL©; MEPERITAB©; METADOL-D©; NUBAIN©; NUCYNTA©; OPANA©; OPANA© ER; PERCOCET©; PERCODAN©; TRIDURAL©; STATEX©; VI-G-TUSS©; ZYDONE©.

(ii) Qualifying Generic Opioids shall include any generic opioid manufactured, marketed, and/or sold by the Debtors, including but not limited to any of the following names: Anchen Pharmaceuticals, Boca Pharmacal, DAVA Pharmaceuticals, Endo Pharmaceuticals, Par Pharmaceutical, Par Sterile Products, Qualitest Pharmaceuticals, and Vintage Pharmaceuticals.

(A) The following is a currently known list of National Drug Codes (NDC's) associated with Qualifying Generic Opioids: 63481-0161; 63481-0207; 63481-0348; 63481-0519; 63481-0685; 63481-0820; 63481-0952; 60951-0310; 63481-0612; 63481-0613; 63481-0624; 63481-0434; 63481-0435; 63481-0436; 63481-0437; 63481-0438; 63481-0439; 63481-0440; 63481-0522; 63481-0553; 63481-0571; 63481-0617; 63481-0674; 63481-0693; 63481-0812; 63481-0813; 63481-0814; 63481-0815; 63481-0816; 63481-0817; 63481-0818;

63481-0907; 63481-0621; 63481-0622; 63481-0623; 63481-0627; 63481-0628; 63481-0629; 63481-0121; 63481-0668; 63481-0669; 63481-0698; 00603-2337; 00603-2338; 00603-2339; 00603-9013; 00603-1020; 00603-1295; 00603-3880; 00603-3881; 00603-3882; 00603-3883; 00603-3884; 00603-3885; 00603-3886; 00603-3887; 00603-3888; 00603-3890; 00603-3891; 00603-3609; 00603-3897; 00603-3584; 00603-3586; 00603-4998; 00603-4978; 00603-4979; 00603-4982; 00603-4990; 00603-4991; 00603-4992; 00603-4993; 00603-4994; 00603-4997; 00603-1492; 60951-0602; 60951-0602; 60951-0700; 60951-0701; 60951-0712; 60951-0796; 60951-0797; 60951-6027; 60951-7968; 60951-7978; 60951-0310; 60951-6107; 60951-6108; 49884-0761; 49884-0762; 49884-0764; 63481-0532; 49884-0459; 49884-0460; 49884-0461; 49884-0462; 49884-0463; 49884-0464; 63481-0531; 63481-0533; 63481-0534; 49884-0761; 49884-0762; 49884-0763; 49884-0764; 67767-0120; 67767-0121; 67767-0122; 67767-0123; 67767-0120; 67767-0121; 67767-0122; 67767-0123; 00603-1091; 00603-1091; 00603-3897; 00603-3897; 00603-1306; 00603-3584; 00603-3586; 00603-3609; 00603-3880; 00603-3882; 00603-3882; 00603-3882; 00603-3882; 00603-3882; 00603-3882; 00603-3882; 00603-3883; 00603-3883; 00603-3883; 00603-3884; 00603-3884; 64376-0640; 64376-0640; 60951-6397; 60951-6398; 60951-6399; 60951-6407; 60951-6408; 60951-6417; 00254-3594; 00254-3591; 00254-3594; 00254-3594; 00254-3595; 00254-3596; 00603-1295; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3881; 00603-3882; 00603-3882; 00603-3883; 00603-3883; 00603-3883; 00603-3885; 00603-3885; 00603-3885; 00603-3885; 00603-3885 00603-3885;

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(b) Establishing Use of Qualifying Opioids. One of the following is required to demonstrate use of a Qualifying Opioid as listed in Section (a):

(i) A PI Claimant who provides evidence of a prescription for a Qualifying Brand Name Opioid pursuant to Section 5.1(a)(i), may rely on the name alone without the necessity of a corresponding NDC number.

(ii) To qualify based on the use of one of the Qualifying Generic Opioids listed in Section 5.1(a)(ii) above, a PI Claimant must present acceptable evidence of use showing either:

(A) The corresponding NDC number, which is set forth in the list in Section 5.1(a)(ii)(A) above;[4] or

(B) A notation in the acceptable record that the product is manufactured or sold by Endo or one of its affiliates.

(c) Acceptable Evidence for Establishing Use of Qualifying Opioids. All PI Claimants must demonstrate a prescription (which contains the name of the PI Claimant or Decedent, as applicable) and a Qualifying Opioid by submitting one of the following pieces of evidence:

(i) Pharmacy prescription records;

(ii) Prescription records, including without limitation:

(A) A visit note in which the prescribing physician lists a prescription for one of the Qualifying Opioids, or

(B) A signed prescription from a doctor for one of the Qualifying Opioids;

[4] The list of NDC numbers may be supplemented as additional information becomes available.

(iii) A historical reference[5] to one of the Qualifying Opioids, including but not limited to:

(A) A reference in contemporaneous medical records to historical use of one of the Qualifying Opioids,

(B) A reference in contemporaneous substance abuse, rehabilitation, or mental health records to historical use of one of the Qualifying Opioids,

(C) A reference in contemporaneous law enforcement records to historical use of one of the Qualifying Opioids, or

(D) A reference in contemporaneous family law or other legal proceedings records to historical use of one of the Qualifying Opioids;

(iv) A photograph of the prescription bottle or packaging of one of the Qualifying Opioids with the name of the PI Claimant (or Decedent, as applicable) as the patient listed on the prescription label; or

(v) A certification supplied by a Debtor, any of its successors or a third party at a Debtor's or one of its successors' upon request, or the PI Trust, indicating the customer loyalty programs, patient assistance programs ("**PAPs**"), copay assistance programs, or any other data otherwise available to the certifying entity reflects that the PI Claimant (or Decedent, as applicable) had at least one prescription for one of the Qualifying Opioids.

[5] The record must have been created prior to January 1, 2019.

(vi) The PI Trust shall have discretion to determine whether these requirements have been met so as to provide sufficient indicia of reliability that the PI Claimant or Decedent (as applicable) was prescribed and used Qualifying Opioids.

(vii) Any PI Claimant who does not meet the requirements of Sections 4.2, 5.2(a), 5.2(a), and 5.2(c)(i-vi) is not entitled to full payment from the PI Trust.

5.2 Deficiencies and Opportunity to Cure.

(a) The PI Trust will develop policies and procedures to notify PI Claimants when a claim submitted for liquidation pursuant to this PI TDP is incomplete or otherwise deficient. The PI Trustee shall issue all deficiencies within 60 days of any timely Claim submission. If notified of a deficiency in the Claim Materials or evidence submitted to the PI Trust, the deficiency must be cured no later than 15 days after the deficiency notice has been sent to the Claimant, to be deemed an Allowed PI Opioid Claim. Failure to do shall cause the Trustee to deem the PI Claimant a Disallowed Claim. Any Non-GUC Release granted (or deemed granted pursuant to the Plan) by a holder of a Disallowed Claim shall remain in full force and effect even upon the disallowance of such claim.

(b) If the deficiency is timely cured to the satisfaction of the PI Trust, no deduction or penalty will be assessed to an otherwise qualifying PI Opioid Claim.

5.3 [RESERVED].

5.4 Appeals to Special Master.

(a) With the consent of the PI Committee, the Trustee may appoint one or more neutral persons to serve as an Appeals Special Master pursuant to this provision. Each Appeals Special Master shall be paid a flat rate of $500 to review and issue a determination on each appeal referred to the Appeals Special Master for resolution.

(b) A PI Claimant who disagrees with the ruling of the PI Trust may appeal to the Appeals Special Master within 15 days of notice of such ruling by submitting a written statement outlining the PI Claimant's position and why the PI Claimant believes the PI Trust has erred.

(c) An appeal fee of $500 shall be assessed against the PI Claimant's recovery from the PI Trust.

(d) The Appeals Special Master shall review only the appeal record and claim file in deciding the appeal. The Appeals Special Master shall apply the guidelines and procedures established in this PI TDP, and the appeals process shall not result in any modification of substantive eligibility criteria and in no event shall any review or appeal process affect the Release Form or the scope or terms of the Release granted thereunder or the requirement that the delivery thereof is mandatory in order to be eligible to receive any distribution from the PI Trust.

(e) The Appeals Special Master shall issue a confidential determination on the appeal in writing, which shall be served on the PI Claimant (and the PI Claimant's counsel, where applicable) and the PI Trust.

(f) Decisions of the Appeals Special Master are final and binding, and PI Claimants have no further appeal rights beyond those set forth in this PI TDP.

5.5 Claims Audit Program.

(a) In General. Within 30 days of the Effective Date, the Trustee, with the consent of the PI Committee, shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the PI Trust and approved for an offer of payment (a claims audit program). The PI Trust may retain an independent third-party to implement the audit program. In the event that the PI Trust reasonably determines that any individual or entity has

engaged in a pattern or practice of providing unreliable evidence to the 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 PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the PI Trust or the entity overseeing the claims audit program, in the PI Trust's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any PI Claimant subject to the claims audit program shall cooperate and, if requested, provide the PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the 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 the PI Trust, the PI Trust may penalize any PI Claimant or PI Claimant's attorney by rejecting the PI Opioid 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 the Bankruptcy Court.

5.6 Costs Considered. Notwithstanding any provision of this PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid PI Opioid Claims so that the payment of Allowed PI Opioid 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 costs to be expended by the PI Trust so that Allowed PI Opioid 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 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.

5.7 Reasonable Deadline Extension. The Trustee may reasonably extend the deadlines established herein with the consent of the PI Committee,=; provided that no such extension shall affect the Voting Deadline and the requirement that Non-GUC Releases must be submitted by the Voting Deadline.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) In General. All submissions to the PI Trust by a holder of a PI Opioid Claim, including the Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the PI 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 PI Trust will preserve the confidentiality of PI Claimant submissions and PI Trust decisions thereon, 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 the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware, or the United States District Court for the Southern District of New York overseeing the Plan. The PI

Trust shall provide the PI Claimant or counsel for the 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) PI Claimants, the PI Trust may instead first provide a copy of the subpoena to counsel for the PI Committee and delay providing a copy of the subpoena to counsel for individual PI Claimants 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 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 PI Trust shall on its own initiative or upon request of the PI Claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware, 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 professional 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 PI Committee, the PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the PI 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 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 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 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 this PI TDP, the Plan, the Confirmation Order, or the PI Trust Agreement expands, limits or impairs the obligation under applicable law of a PI Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the PI Trust for the purpose of obtaining compensation for opioid-related injuries from the PI Trust.

(d) Secure Destruction Upon Termination. As part of the process by which the PI Trust's activities are wound-down in connection with termination of the PI Trust, and once the Trustee has determined that there is no legitimate reason to retain PI Opioid Claims records submitted by PI Claimants, the PI Trust shall securely destroy all records containing personal information about PI Claimants or other individuals identified in the PI Opioid Claims records. The destruction of such records shall comply with Delaware 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 the Bankruptcy Court attesting to the PI Trust's compliance with this provision.

ARTICLE 7

[RESERVED]

ARTICLE 8

DISTRIBUTIONS FOR THE BENEFIT OF MINORS

8.1 Procedures Regarding Distributions for the Benefit of Minor Claimants. The following procedures apply to any PI Claimant who is a minor under applicable law (a "**Minor Claimant**") for so long as the PI 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 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 PI TDP, including the Claim Form, as well as any evidence required by the PI Trust to support the Claim Form, and any other documentation required or requested pursuant to the Governing Order and Filings or the PI TDP.

(c) The Proxy is authorized to take, on behalf of a Minor Claimant, all actions under the PI TDP that the Minor Claimant would be authorized to take if such Minor Claimant were an adult.

8.3 Establishing Proxy of a Minor Claimant.

(a) Any purported Proxy making a submission to the 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 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 statement under penalty of perjury 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.

(iv) Whether the purported Proxy is a Guardian, custodial parent, or neither, the PI Trust may require additional corroborating evidence at its discretion,

including in the event that instructions are received from more than one purported Proxy for the same Minor Claimant.

8.4 Distributions for Minor Claimants. A Proxy, who has, pursuant to Section 8.3 of the PI TDP, established to the reasonable satisfaction of the Claims Administrator that they are the custodial parent or Guardian of the Minor Claimant, will receive the amount of the net award to the Minor Claimant as set forth in accordance with the terms of this TDP upon receipt by the Claims Administrator of, in addition to all other required materials, a sworn statement by the Proxy attesting to the following: (a) that the Proxy is financially responsible for the Minor Claimant's welfare; (b) that all funds received by the Proxy from the Early Distribution will be used for the direct benefit and welfare of the Minor Claimant; and (c) that the Proxy has agreed to account for and demonstrate, if requested by the Trustee, a court of 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 that are in the possession of the Proxy which have yet to be expended for such purpose.

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 PI Opioid Claim, and using forms to be provided by the PI Trust or the Debtors, the Minor Claimant's counsel shall submit to the PI Trust, with a copy to the Proxy, a request for payment of legal fees and expenses from the Minor'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 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 PI Trust shall remit payment to the Minor Claimant's attorney in accordance with the latter's request.

EXHIBIT A

CLAIM FORM

WORKING DRAFT /
SUBJECT TO REVIEW AND MATERIAL CHANGE IN ALL RESPECTS
BY ALL INTERESTED PARTIES

CLAIM FORM FOR ENDO INTERNATIONAL, PLC
PI TRUST DISTRIBUTION PROCEDURES

This proof of PI Trust Claim Form (**"PI Trust Claim Form**") must be completed by each PI Claimant seeking an Award from the Endo Opioid Personal Injury Trust (the "**PI Trust**") on a PI Claim.[1]

FAILURE TO SUBMIT THIS PI TRUST CLAIM FORM AS PROVIDED IN THE PI TDP MAY CAUSE THE PI CLAIM TO BE DEEMED NON-COMPENSABLE UNDER THE PI TDP.

Instructions:
If you hold multiple PI Claims against the Debtors on account of injuries to more than one opioid user, then fill out one PI Trust Claim Form for each of those PI Claims. If you hold multiple PI Claims on account of multiple injuries to the same opioid user, then fill out only one PI Trust Claim Form. One PI Trust Claim Form submitted for a PI Claim shall be deemed to be a PI Trust Claim Form in respect of that PI Claim and also any PI Claims against a Released Person that are associated with that PI Claim.

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

In conjunction with this PI Trust Claim Form, you will receive an Opt-in Form that allows you to participate in this PI TDP. If you do not elect to opt into this PI TDP and/or do not execute the accompanying Release, you are not eligible to participate in the PI TDP.

Each 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 PI Trust. By submitting this PI Trust Claim Form and choosing to liquidate your Claim under the PI TDP, you understand that the PI Trust may enter into a lien resolution program ("**LRP**") and, if the PI TDP does enter into a LRP, you are deemed to consent to the LRP and the PI Trust's release of information provided in connection with your PI Claim as required under the LRP to identify any liens that may be asserted against an Award based on the PI Claim. If any liens are identified against your Award, the PI Trust may reduce your Award by the amount required to satisfy the lien(s).

[1] Capitalized terms used but not defined herein have the meanings ascribed to them in the Endo Opioid Personal Injury Trust Distribution Procedures for PI Claims ("**PI TDP**"), Sale Order, the PI Trust Documents, the PPOC Trust Documents, or the March 2023 Stipulation.

Claim Form Submission: **You may submit this completed PI Trust Claim Form online at endopitrust.com or by mailing it to Endo PI Trust, P.O. Box 361930, Hoover, Alabama, 35236-1930**.

PART ONE: PERSONAL INFORMATION OF PI CLAIMANT
Please fill out only **one** of the following sections (Section 1.A or 1.B).

- If you hold a PI Claim arising from **your own use of opioids** (or if such holder is alive and you are completing this form as his/her representative), fill out **Section 1A**.

- If you hold a PI Claim due to **use of opioids by a deceased person** (or you are completing this form on behalf of such a holder as his/her representative), fill out **Section 1.B**.

Section 1.A: If you hold a PI Claim arising from your own use of opioids (or if such holder is alive and you are completing this form as his/her representative), then the term "Claimant" in this PI Trust Claim Form refers to the person who used opioids, whether that is you or the person you represent. Please fill out the information below:

Claimant's Name:_____

Claimant's Date of Birth:_____

Claimant's Address:_____

Claimant's Social Security Number or
Taxpayer ID or Social Insurance Number (Canada):_____

Representative Name (if applicable):_____

Legal Authority for Representative (if applicable):_____
(e.g., POA, Legal Guardian, Conservator)

Section 1.B: If you are filing a PI Claim for a deceased person with a claim due to the deceased person's use of opioids, or you are completing this form as the representative of an individual with a claim for a deceased person's use of opioids, please fill out the information below:

Name of Deceased Person Who Used Opioids:_____

Date of Birth of Deceased Person Who Used Opioids:_____

Date of Death:_____

Social Security Number (or Taxpayer ID or Social Insurance Number (Canada)) of Person Who Used Opioids:_____

Name of Claimant Filing Claim on behalf of the Person Who Used Opioids:_____

Claimant's Address:_____

Claimant's Relationship to Person Who Used Opioids:_____
(i.e., parent, sibling, child, spouse, etc.)

Representative Name (if applicable):_____

Legal Authority for Representative (if applicable):_____
(e.g., POA, Legal Guardian, Conservator)

If a Court has appointed you as Executor, Administrator or Personal Representative of the Deceased Person's Estate, then submit the Court Order so appointing you along with your PI Trust Claim Form. If a Court has not appointed you as Executor, Administrator, or Personal Representative of the Deceased Person's Estate, then also execute and submit the appropriate Heirship Declaration attached.

PART TWO: PRESCRIBED MEDICATIONS

Identify the Qualifying Opioids that the opioid user who is the subject of this PI Claim was prescribed. *Include evidence of the prescriptions when submitting this PI Trust Claim Form.*

Belbuca	☐
Opana	☐
Opana ER	☐
Percocet	☐
Depodur	☐
Zydone	☐
Endo/Par/Qualitest Generic (name)	☐

_____
_____
_____

PART THREE: OPIOID USER AND OPIOID CLAIMANT INJURIES

WARNING: IF YOU DO NOT CHECK ANY INJURIES ON THIS LIST, THEN YOUR PI CLAIMS WILL BE DISALLOWED AND YOU WILL RECEIVE NO RECOVERY

____ ADDICTION

____ OPIOID USE DISORDER

____ WITHDRAWALS

____ OVERDOSE

____ REHAB

____ OTHER: A medical, physical, cognitive, or emotional condition that has been diagnosed as having resulted from such natural persons exposure to Opioids or opioid replacement or treatment medication.

Please enter the earliest date of injury for any injuries checked above: _____

PART FOUR: MEDICAL LIENS

Section 4.A: Did any insurance company pay for medical treatment for the opioid-related injuries that gave rise to your PI Claim?

Yes: _____ No:_____

Section 4.B: In the last 20 years, was the opioid user who is the subject of your claim 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 – List name(s) below: _____ _____						

PART FIVE: SIGNATURE

This PI Trust Claim Form must be signed by the Injured Party or the Injured Party's Personal Representative.

Name of person who is signing this form: _____
E-mail address of person who is signing this form: _____
Phone Number of person who is signing this form: _____

I am including the evidence requested above in my submission of this form: Yes:____ No:____

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

_____

Signature of PI Claimant (or signature of Representative Completing this Form for a PI Claimant)

HIPAA RELEASE FORM FOR
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 health 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 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 discloses is as follows:

The entire 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:

Dates of Services - From:_____ To: _____

(Note: List the date range for which the medical providers and insurance companies above may have records relevant to the resolution of your 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).

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 information may be disclosed to and used by the following individual and/or organization:

    a. Endo Opioid Personal Injury Trust

b. Edgar C. Gentle, III., of Gentle, Turner & Benson, LLC, as the Trustee and Claims Administrator of the Endo Opioid Personal Injury Trust
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 Endo Opioid 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)