

Exhibit C

Updated Opioid Personal Injury Trust Distribution Procedures For Non-NAS PI Claims

PLEASE TAKE NOTICE that certain documents, or portions thereof, contained in this Exhibit C and the Fifteenth Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors and such applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement (as amended), with respect to the final form of such documents and to amend, revise, or supplement the Fifteenth Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

The latest copy of the Opioid Personal Injury Trust Distribution Procedures For Non-NAS PI Claims was filed on the Court's Docket titled "*Notice Of Filing Of Exhibit A (Updated Opioid Personal Injury Trust Agreement), Exhibit B (Updated Opioid Personal Injury Trust Distribution Procedures For NAS PI Claims), Exhibit C (Updated Opioid Personal Injury Trust Distribution Procedures For Non-NAS PI Claims), Exhibit D (Updated Emergency Room Physicians Trust Agreement), Exhibit E (Identity Of NOAT II Trustees), Exhibit F (Updated New Opioid Warrant Agreement), And Exhibit G (Updated Registration Rights Agreement) Of The Twelfth Plan Supplement For The Fourth Amended Joint Plan Of Reorganization (With Technical Modifications) Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code*" [Docket No. 7277, Ex. C].

The attached is a further revised Opioid Personal Injury Trust Distribution Procedures For Non-NAS PI Claims with a redline against the version docketed at Docket No. 7277, Ex. C.

**MALLINCKRODT OPIOID
PERSONAL INJURY TRUST DISTRIBUTION
PROCEDURES FOR NON-NAS PI CLAIMS**

These Mallinckrodt Opioid Personal Injury Non-NAS Trust Distribution Procedures (“**PI TDP**”) provide for resolving all PI Opioid Claims (“**PI Claims**”),¹ as defined in the *Fourth Amended Joint Plan Of Reorganization (With Technical Modifications) Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code*, dated as of February 18, 2022 and confirmed by the Bankruptcy Court on March 2, 2022 [Docket No. 6660] (as such plan may be amended, modified or supplemented, the “**Plan**”), as provided in and required by the Plan and the Mallinckrodt Opioid Personal Injury Trust Agreement (“**Trust Agreement**”). The Plan and the Trust Agreement establish the Mallinckrodt Opioid Personal Injury Trust (“**PI Trust**”). The trustee of the PI Trust (“**Trustee**”) shall implement and administer these PI TDP in accordance with the Trust Agreement. Holders of PI 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 present and future claims equitably and in accordance with the requirements of the Plan and the Bankruptcy Code. These PI TDP further that goal by setting forth objective, efficient, and fair procedures for processing and paying the Debtors’ several shares of the unpaid portion of the liquidated value of PI Claims.

1.2 Funding of the Trust. The PI Trust shall be funded in accordance with the Plan. As set forth in the Trust Agreement, the PI Trust will maintain a separate fund (the “**PI Trust Non-NAS Fund**”) among the PI Trust’s assets to be used to pay the administrative costs and expenses of the PI Trust on a pro rata basis until the PI Trust NAS Fund is exhausted (after which the PI Trust Non-NAS Fund will pay all administrative costs and expenses of the PI Trust, and pay Awards to holders of Allowed PI Claims in accordance with these PI TDP).

1.3 Interpretation. Except as may otherwise be provided below, nothing in these 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 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 these 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 Claims are based on the relevant

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or the PI Trust Agreement.

² The term “**PI Claimant**” includes each person holding a PI Claim arising from his/her own opioid use and each person holding a PI Claim arising from the opioid use of a decedent (such deceased person, a “**Decedent**”).

provisions of these PI TDP, including the evidentiary criteria set forth herein. In accordance with the Trust Agreement, the Trustee may retain additional professionals, agents, and consultants to assist in carrying out the duties of the Trust.

2.2 PI Trust Advisory Committee and Future Claimants' Representative. Pursuant to the Plan and the Trust Agreement, the Trustee shall administer the PI Trust and these PI TDP in consultation with the PI Trust Advisory Committee ("**Committee**"), which represents the interests of holders of present PI Claims, and the Future Claimants' Representative ("**FCR**"), who represents the interests of holders of PI Claims that will be asserted in the future. The duties of the Committee and FCR with respect to the PI Trust are set forth in the Trust Agreement. The Trustee shall obtain the consent of the Committee and the FCR on any amendments to these PI TDP and on such other matters as are otherwise required below and in the PI Trust Agreement. The initial Trustee, the initial members of the Committee, and the initial FCR 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 Committee and the FCR 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 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.** Within 14 days after the Effective Date or as soon as practicable thereafter, the PI Trust will publish claims materials for all PI Claims.³ The claims materials will include a proof of claim form substantially in the form of **Exhibit A** ("**Claim Form**"), which shall require a certification by the claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed PI Claim eligible to receive payment from the Trust. Additionally, the claims materials shall include (i) a HIPAA release form ("**HIPAA Release**"), substantially in the form of **Exhibit B**, that a PI Claimant must provide if requested by the PI Trust, (ii) an heirship declaration(s) ("**Heirship Declaration**"), substantially in the form of **Exhibit C**,⁴ 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 including with respect to a claim for which liquidation in

³ The PI Trust will seek to have the claims materials for PI Claims mailed with the notice of Plan confirmation. Additionally, the PI Trust will make the claims materials available on the Trust Website.

⁴ Exhibit C contains two declaration forms: one applies if the Decedent named the PI Claimant as executor in his/her will; the other applies if the Decedent had no will.

the tort system is elected, and (iii) a form of release (“**PI Claim Release**”), substantially in the form of **Exhibit D**, which will be issued individually to each PI Claimant when the Trust issues an offer for an Award. The claims materials may be amended by the Trustee with the consent of the Committee and the FCR, so long as any such amendment is consistent with the terms of these PI TDP and the Plan, and does not effect a change to the evidentiary criteria or the point awards for base payments and level awards set forth in section 5.1 below.

(b) Determination of Compensability. The PI Trust will receive, process, and resolve PI Claims in accordance with these PI TDP and determine whether they are Allowed and therefore eligible to receive payment from the Trust, or Disallowed and therefore not eligible for payment from the Trust. An “**Allowed PI Claim**” is a 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 these 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. These PI TDP compensate only general pain and suffering. Nonetheless, all claims for personal injury damages from use of Qualifying Opioids are being channeled to the PI Trust and 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 use of opioid products made or sold by the Debtors are not compensable under these TDP, regardless of the theory of liability.

(ii) The adjudication of a PI Claim, whether under the liquidation procedures of these PI TDP or in the tort system for PI Claimants who opt to liquidate their PI Claims in the tort system, shall be deemed to be an adjudication of that PI Claim and any associated PI Claims of the PI Claimant regarding the same injuries that are the subject of its PI Claim. Any Distribution from the PI Trust on an Award (under the liquidation procedures of these PI TDP) or a Final Judgment (for a PI Claimant who elects to liquidate a claim in the tort system) in respect of such PI Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of such PI Claim and such associated PI Claims.

(iii) No Claim submitted by a co-defendant of the Debtors will be deemed compensable unless and until (1) the co-defendant establishes to the Trust’s satisfaction that the co-defendant has paid in full and has obtained a release from a PI Claimant for liability of the Debtors that would be an Allowed PI Claim under these PI TDP, (2) the Trust confirms that it has not previously issued payment to the PI Claimant, and (3) the co-defendant has obtained a release from the PI Claimant in favor of the Trust.

(d) **Determination of Awards and Deductions.** The PI Trust will liquidate and determine the gross amounts receivable on account of Allowed PI Claims (an “Award”) in accordance with these PI TDP. Awards will be a gross number before deduction of any allowed deductions or holdbacks (the “PI Trust Deductions and Holdbacks”).

3.2 Election to Liquidate Claim in the Tort System.

(a) A PI Claimant who (i) submits a Claim Form to the PI Trust and (ii) elects expressly in the Claim Form to liquidate his/her PI Claim in the tort system rather than pursuant to the streamlined procedures set forth in these PI TDP (each, an “Opt-Out Claimant”), may assert and liquidate such PI Claim in the tort system at his/her own expense, as set forth in more detail article 7 below, and shall forfeit all rights to liquidate such PI Claim (and any associated PI Claims regarding the same injuries that are the same subject of its PI Claim) under the streamlined procedures set forth in sections 4-5 of these PI TDP. The right to litigate in the tort system is available only with respect to Claims that meet the definition of “PI Opioid Claim” set forth in the Plan.

(b) OPTING OUT REQUIRES THE CLAIMANT TO TAKE THE AFFIRMATIVE ACTION OF CHECKING THE “OPT OUT” BOX ON THE CLAIM FORM AND TO SUBMIT THE CLAIM FORM TO THE PI TRUST. FAILURE TO CHECK THE “OPT OUT” BOX WILL CONSTITUTE A WAIVER OF THE RIGHT TO OPT OUT OF HAVING THE PI CLAIM PROCESSED AND LIQUIDATED PURSUANT TO THE PROVISIONS OF THESE PI TDP.

(c) ONCE A PI CLAIMANT HAS SUBMITTED A CLAIM FORM INDICATING EITHER AN ELECTION TO “OPT OUT” TO PURSUE THE PI CLAIM THROUGH LITIGATION OR AN ELECTION TO HAVE THE PI CLAIM RESOLVED UNDER THE LIQUIDATION PROVISION OF THE PI TDP, THE PI CLAIMANT CANNOT LATER CHANGE THE ELECTION. IF A CLAIM FORM IS SUBMITTED WITHOUT AN ELECTION TO “OPT OUT”, THE PI CLAIMANT WILL BE BOUND TO HAVING THE PI CLAIM LIQUIDATED UNDER THE TDP AND HAS WAIVED THE OPTION TO PURSUE THE PI CLAIM IN THE TORT SYSTEM.

ARTICLE 4

PROCESSING AND RESOLUTION OF PI CLAIMS BY THE PI TRUST

4.1 Processing of PI Claims.

(a) As soon as possible after the establishment of the PI Trust, the Trustee, shall proceed to have the PI Trust receive, review, and liquidate all PI Claims. 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 Trust shall make every reasonable effort to resolve each year at least that number of PI Claims required to exhaust the applicable Maximum Annual Payment (as that term is defined below).

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

(d) The PI Trust may investigate any claim and may request information from any PI Claimant to ensure compliance with the terms outlined in these PI TDP. The PI Trust may request a PI Claimant to execute a HIPAA Release to enable the PI Trust to directly obtain the PI Claimant's or Decedent's medical records for evaluation in accordance with these PI TDP.

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

4.2 General Criteria for Allowed PI Claims. To establish an Allowed PI Claim in accordance with these PI TDP, a PI Claimant must satisfy the following criteria:

(a) Demonstrate in the Claim Form that the PI Claimant holds a PI Claim against one or more Debtors;

(b) Complete the Claim Form, checking at least one injury box (other than jail)⁵, sign and submit the Claim Form.

(c) Demonstrate usage of one of the qualifying prescribed opioids listed in section 5.2(a) below (a "**Qualifying Opioid**");

(d) If requested by the Trust, complete, sign and submit the HIPAA release form(s) substantially in the form attached as Exhibit B; and

(e) If the PI Claim concerns the injuries of a Decedent, execute and submit a Heirship Declaration substantially in the form attached hereto as Exhibit C.

⁵ In the event a PI Claimant does not check any injury box (other than jail) from use of opioids on the Claim Form, the PI Claim shall be deemed Disallowed. The Claim Form shall include clear language notifying a PI Claimant that if he or she fails to check any injury box (other than jail) from use of opioids, she/he will receive no recovery on the PI Claim.

(f) As a condition to receiving any payment from the PI Trust, a claimant shall be required to execute and submit the PI Claim Release, which will be provided to the PI Claimant when the PI Trust issues an offer for an Award.

4.3 Base Payment and Level Award Process. The Base Payment and Level Award process is designed to provide an opportunity for a PI Claim to be reviewed and evaluated for a “Base Payment” with the possible addition (for a Tier 1 PI Claim) of a “Level Award” that can enhance the amount of the total payment offered to the PI Claimant. “Base Payments” and “Level Awards” are determined based upon a Point Value at the time of payment. The Point Value will be determined initially, and may be periodically adjusted by the Trustee, with the consent of the FCR (the “Point Value”). The valuation of and evidentiary requirements for Base Payment and Level Awards are discussed in article 5.

4.4 Order of Payments.

(a) **Establishment of Initial Point Value.** With the consent of the PI Committee and the FCR, the Trustee will establish the Point Value and, if appropriate, the protocol for staggering payments, making payments in installments, and the timing of payments for Allowed PI Claims as soon as possible following 90 days after the Effective Date. Payments will be issued on a rolling basis to Allowed PI Claims on a first in, first out (“FIFO”) basis based upon the date the PI Trust determines each PI Claim is Allowed. All payments will be subject to the Maximum Annual Payment (as defined herein). PI Claims with earlier positions in the FIFO queue are more likely to receive payment up to the Point Value sooner than PI Claims assigned later positions in the FIFO queue.

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

(i) The PI Trust shall order 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) The claimant’s position in the FIFO Processing Queue shall be determined by the date the claim is filed with the PI Trust. If any claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the Opioid Use Disorder, addiction, or death for which the claim was filed. If any claims are filed and diagnosed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the claimant’s date of birth, with older claimants given priority over younger claimants.

(iii) Allowed PI Claims shall be paid in FIFO order based on the date an executed PI Claim Release is received by the PI Trust (the “FIFO Payment Queue”). The Trust may issue payments in installments.

(iv) Unless otherwise ordered by the Bankruptcy Court, where the 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 PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the 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 PI Trust shall pay the claim in the amount so offered, based upon the Point Value in effect at the time the offer was first made.

(v) Where the PI Claimant is not deceased or incompetent, the Trust shall pay the PI Claimant based on the Point Value at the time of payment(s), including any installment payment.

(vi) If executed PI Claim Releases are received by the PI Trust on the same date, the PI Claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the addiction or injury for which the claim was filed. For such claims, if the respective holders' addiction or injury was diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

(c) While the PI Trust may enter into a lien resolution program, each PI Claimant remains responsible for satisfying any liens that third parties may claim against an Award to such PI Claimant.

(d) Pursuant to Article IV.X.8 of the Plan, 5% of each Distribution made by the PI Trust will be paid to the Common Benefit Escrow and then, upon its establishment, directly to the Common Benefit Fund, on a periodic schedule. To the extent a Holder of a PI Claim has retained, or is a member of a group of Holders that has retained, separate counsel through an individual contingency fee arrangement, the amount payable from such Holder's Distributions under this § 4.4(d) shall be deducted from any contingency fees and/or costs, in accordance with the Common Benefit Fund, owed to such separate counsel. If the order establishing the Common Benefit Fund provides for the reimbursement of attorneys' costs, a portion of the Common Benefit Fund assessment (up to but not exceeding 40% of the amount payable under Article IV.X.8 of the Plan) may be applied to the reimbursement of such counsel's actual costs and expenses, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel. Except as expressly set forth in Article IV.X.8 of the Plan, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a PI Claim (or any group of Holders of PI Claims) and such Holder's (or group's) counsel.

4.5 Process for Adjustment of the Point Value and Setting the Maximum Annual Payment.

(a) **Uncertainty of Debtors' PI Claim Liabilities.** There is inherent uncertainty regarding the Debtors' total PI Claim liabilities, which means there is inherent uncertainty regarding the amounts that holders of PI Claims will receive. Accordingly,

the Trustee must periodically evaluate and adjust the Point Value, with the consent of the FCR. The Trustee shall undertake such evaluation upon the request of the Trustee, the PI Committee, or the FCR. Unless the Trustee provides persuasive evidence to convince the FCR otherwise, the Point Value will change to the proposed level of the party who requested the evaluation, pending completion of the evaluation.

(b) Determination and Adjustment of the Point Value.

(i) The Trustee must base his or her determination of the Point Value on current estimates of the number, types, and values of present and future PI Claims, the value of the assets then available to the 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 Holders of PI Claims in a substantially similar manner. When making these determinations, the Trustee may rely on the advice of experts and shall exercise common sense and flexibly evaluate all relevant factors.

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

(iii) If the Trustee, with the consent of the FCR, makes a determination to increase the Point Value, the Trustee shall make supplemental payments to all PI Claimants, who previously liquidated their claims against the Trust and received payments based on a lower Point Value. The Trustee's obligation to make a supplemental payment to a PI Claimant shall be suspended in the event the payment in question 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. However, the Trustee's obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due the PI Claimant at such time that the total exceeds \$100.

(c) Determination of the Maximum Annual Payment. The PI Trust shall create a model of cash flow, expenses, principal, and income year-by-year to be paid over the term of the PI Trust. In each year, the PI Trust shall be empowered to pay out to claimants the portion of its funds payable for that year according to the model (the "Maximum Annual Payment"). The Point Value and the Maximum Annual Payments are based on projections over the lifetime of the PI Trust. If such long-term projections are revised, the Point Value may be adjusted accordingly, which will result in a new

model of the PI Trust’s anticipated cash flow and a new calculation of the Maximum Annual Payment. If the PI Trust determines at any time that the present value of the PI Trust’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 PI Trust.

ARTICLE 5

VALUATION OF AND EVIDENTIARY REQUIREMENTS FOR ALLOWED CLAIMS

5.1 Base Payments and Level Awards for Base Payment and Level Awards. The PI Trust will value Allowed PI Claims using the Base Payments and Level Awards set forth in this matrix. In the event a PI Claimant may qualify only for the Base Payment and not for a Level Award, then no additional amount above the Base Payment will be offered.

| | Tier 1: Use of MNK Opioids ≥ 6 months | Tier 2: Use of MNK Opioids <6 months |
|----------------------------------|---|--|
| Base Payment:⁶ | 5,000 points | 3,000 points |
| Level A: | Death from an Opioid 10,000 points | n/a |

⁶ If a PI Claimant does not qualify for an additional Level Award, the PI Claim is not entitled to receive additional money above the Base Payment.

5.2 Evidentiary Requirements for Opioid Product Identification.

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

MLNK Qualifying Branded opioids:
Roxicodone, Exalgo, Methadose, Anexsia

MLNK Qualifying Generic Opioids:

| Compound | NDC (Labeler Prefix and Drug Code) |
|--|---|
| Hydrocodone Bitartrate And Acetaminophen | 0406-0123 |
| Hydrocodone Bitartrate And Acetaminophen | 0406-0124 |
| Hydrocodone Bitartrate And Acetaminophen | 0406-0125 |
| Hydrocodone Bitartrate And Acetaminophen | 0406-0376 |
| Hydrocodone Bitartrate And Acetaminophen | 0406-0377 |
| Hydrocodone Bitartrate And Acetaminophen | 0406-0378 |
| Acetaminophen And Codeine Phosphate | 0406-0483 |
| Acetaminophen And Codeine Phosphate | 0406-0484 |
| Acetaminophen And Codeine Phosphate | 0406-0485 |
| Oxycodone and Acetaminophen | 0406-0512 |
| Oxycodone and Acetaminophen | 0406-0522 |
| Oxycodone and Acetaminophen | 0406-0523 |
| Methadone Hydrochloride (Methadose) | 0406-0527 |
| Methadone Hydrochloride (Methadose) | 0406-0540 |
| Oxycodone Hydrochloride | 0406-0552 |
| Oxycodone Hydrochloride | 0406-0595 |
| Oxymorphone Hydrochloride | 0406-1009 |
| Oxymorphone Hydrochloride | 0406-1010 |
| Methadone Hydrochloride | 0406-1510 |
| Methadone Hydrochloride | 0406-2540 |
| Methadone Hydrochloride | 0406-5755 |
| Methadone Hydrochloride | 0406-5771 |
| Buprenorphine and Naloxone | 0406-1923 |
| Buprenorphine and Naloxone | 0406-1924 |
| Buprenorphine and Naloxone | 0406-8020 |
| Hydromorphone Hydrochloride | 0406-3243 |
| Hydromorphone Hydrochloride | 0406-3244 |
| Hydromorphone Hydrochloride | 0406-3249 |
| Hydromorphone Hydrochloride | 0406-3308 |
| Hydromorphone Hydrochloride | 0406-3312 |
| Hydromorphone Hydrochloride | 0406-3316 |
| Hydromorphone Hydrochloride | 0406-3332 |

| Compound | NDC (Labeler Prefix and Drug Code) |
|------------------------------|---|
| Morphine Sulfate | 0406-8003 |
| Morphine Sulfate | 0406-8315 |
| Morphine Sulfate | 0406-8320 |
| Morphine Sulfate | 0406-8330 |
| Morphine Sulfate | 0406-8380 |
| Morphine Sulfate | 0406-8390 |
| Oxycodone Hydrochloride | 0406-8515 |
| Oxycodone Hydrochloride | 0406-8530 |
| Oxycodone Hydrochloride | 0406-8556 |
| Oxycodone Hydrochloride | 0406-8557 |
| Methadose (sugar free) | 0406-8725 |
| Fentanyl (transdermal patch) | 0406-9000 |
| Fentanyl (transdermal patch) | 0406-9012 |
| Fentanyl (transdermal patch) | 0406-9025 |
| Fentanyl (transdermal patch) | 0406-9037 |
| Fentanyl (transdermal patch) | 0406-9050 |
| Fentanyl (transdermal patch) | 0406-9062 |
| Fentanyl (transdermal patch) | 0406-9075 |
| Fentanyl (transdermal patch) | 0406-9100 |
| Fentanyl (transdermal patch) | 0406-9112 |
| Fentanyl (transdermal patch) | 0406-9125 |
| Fentanyl (transdermal patch) | 0406-9150 |
| Fentanyl (transdermal patch) | 0406-9175 |
| Fentanyl Citrate | 0406-9202 |
| Fentanyl Citrate | 0406-9204 |
| Fentanyl Citrate | 0406-9206 |
| Fentanyl Citrate | 0406-9208 |
| Fentanyl Citrate | 0406-9212 |
| Fentanyl Citrate | 0406-9216 |

(b) Evidence of Qualifying Opioid Products. One of the following is required to demonstrate a Qualifying Opioid as listed in section (a):

(i) A PI Claimant who provides evidence of a prescription for brand name opioids Roxicodone, Exalgo, Methadose, or Anexsia, 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 generic products listed in section (a) above, a PI Claimant must present either:

(A) The corresponding NDC number, which is set forth in the list in section (a) above;⁷ or

(B) A notation in the record that the product is manufactured or sold by Mallinckrodt or SpecGx.

(c) **Evidence Required for Qualifying Opioid Products.** 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;

(iii) A historical reference⁸ 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 (including the Trust), or a third party at a Debtor's or one of its successors' request, indicating the customer loyalty programs, patient assistance programs ("PAPs") copy

⁷ The list of NDC numbers may be supplemented as additional information becomes available.

⁸ For Voting Claims, the record must have been created prior to Petition Date only if the historical reference is self-reported by the PI Claimant.

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.

(vi) The PI Claimant must submit evidence that establishes that the PI Claimant holds a PI Claim based upon exposure to any opioid product or substance based on conduct of the Debtors occurring or existing on or before the Effective Date. The PI Trust shall have discretion to determine whether this requirements has 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) Whether the PI Claimant qualifies for Tier 1 or Tier 2 will be based on the length of use stated in the declaration.

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

5.3 Award Determination. Allowed PI Claims held by PI Claimants who meet the Qualifying Opioid requirement shall be categorized⁹ as follows:

(a) Tier 1:

(i) PI Claimants must demonstrate use of a Qualifying Opioid for 6 or more months; however, the usage does not have to be consecutive.

(ii) **Tier 1 Level A Payment:** To qualify for an Award under Tier 1 Level A, a PI Claimant must meet the criteria of the Tier 1 Base Payment and demonstrate death caused by an opioid. If making a claim for a Tier 1 Level Award based on death, the death certificate of the Decedent as well as any toxicology reports or autopsy reports must be provided. The records do not have to coincide in time with the provided Qualifying Opioid use. No affidavits may be used to meet this requirement.

(b) Tier 2:

(i) Use of a Qualifying Opioid less than 6 months or otherwise not meeting the criteria of Tier 1 are entitled to no additional payments other than the Base Payment.

(ii) In the event a PI Claimant does not qualify for Tier 1, such PI Claimant will be eligible to receive the Tier 2 Base Payment and only the Tier 2 Base Payment.

⁹ PI Claimants who assert or allege Qualifying Opioid usage in their Claim Form for which they cannot produce corresponding evidence will not recover on account of such alleged opioid usage.

5.4 Deficiencies and Opportunity to Cure.

(a) The Trust will develop policies and procedures to notify PI Claimants when a claim submitted for liquidation pursuant to these PI TDP is incomplete or otherwise deficient, and the timing by which such deficiency must be cured in order to establish an Allowed PI Claim.

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

5.5 [Reserved]

5.6 Appeals to Special Master.

(a) With the consent of the FCR 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 \$1,000 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 fourteen (14) 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 \$1,000 shall be assessed against the PI Claimant's recovery from the PI Trust. If the PI Claimant's appeal to the Appeals Special Master results in a decision in favor of the PI Claimant, the appeal fee will be refunded to the PI Claimant.

(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 these PI TDP, and the appeals process shall not result in any modification of substantive eligibility criteria.

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

5.7 Claims Audit Program.

(a) **In General.** Within 60 days of the Effective Date, the Trustee, with the consent of the FCR, 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 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 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 Trust, the PI Trust may penalize any PI Claimant or PI Claimant's attorney by rejecting the 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 the Bankruptcy Court.

5.8 Costs Considered. Notwithstanding any provision of these PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid PI Claims so that the payment of Allowed 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 PI Trust so that Allowed 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 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 PI Trust by a holder of a PI 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 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 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, or the United States District Court for the District of Delaware. 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 Committee and the FCR and delay providing a copy of the subpoena to counsel for individual holders of 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 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, or the United States District Court for the District of Delaware and before those courts having appellate jurisdiction related thereto.

(ii) **Other Required Disclosures.** Notwithstanding anything in the foregoing to the contrary, with the consent of the Committee and the FCR, the 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 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 or the 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 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 been determined that there is no legitimate reason to retain PI 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 claims records. The destruction of the 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

PROCEDURES FOR PI CLAIMANTS WHO OPT TO LIQUIDATE THEIR PI CLAIMS IN THE TORT SYSTEM

7.1 Option to Elect to Liquidate a PI Claim in the Tort System.

- (a) A PI Claimant may elect to liquidate his or her PI Claim by commencing a lawsuit against the Trust in the tort system subject to the following terms.
- (b) By electing to liquidate a PI Claim in the tort system, a PI Claimant forfeits any right to have its PI Claim liquidated under sections 4 through 5 of these PI TDP, and instead shall have the right to liquidate the PI Claim exclusively in the tort system. This option is available only for claims that meet the definition of "PI Claim" under the Plan.
- (c) A PI Claimant who opts to pursue a PI Claim in the tort system may recover (i) no amount greater than a PI Claimant can recover for a similar PI Claim under the liquidation procedures of these PI TDP, and (ii) compensatory damages only for direct injuries (no punitive damages will be paid by the PI Trust). A PI Claimant may not pursue an indirect claim in the tort system.

7.2 Process to File Suit in the Tort System.

- (a) A PI Claimant may elect to liquidate a PI Claim in the tort system rather than under these PI TDP by checking the box so indicating on the Claim Form, which must be filed with the PI Trust in accordance with section 4.2(b) above.¹⁰
- (b) If the PI Claimant makes such election, then the PI Claimant may file a lawsuit regarding only its PI Claim (and no other claims) against only the PI Trust (and including no other parties as defendants) solely in the United States District Court for the District of Delaware ("**Delaware District Court**"),¹¹ unless such court shall order pursuant to 28

¹⁰ The filing of a Claim Form indicating that a PI Claimant has elected to liquidate his or her PI Claim in the tort system shall have no effect on any federal or state statute of limitations or repose applicable to the claims asserted by such PI Claimant's action.

¹¹ The Debtors shall seek an order from the Delaware District Court requiring that lawsuits filed by Holders of PI Claims who elect, subject to the terms hereof, to liquidate their PI Claims by commencing separate lawsuits in the tort system be filed and tried solely in the Delaware District Court pursuant to 28 U.S.C. § 157(b)(5).

U.S.C. § 157(b)(5) that such suit may be tried in the United States District Court (other than the Delaware District Court) for the district in which the PI Claim arose.

(c) Any such lawsuit must be filed by the PI Claimant in an individual capacity and not as a member or representative of a class, and no such lawsuit may be consolidated with the lawsuit of any other plaintiff by, or on the motion of, any plaintiff.¹²

(d) All defenses (including, with respect to the PI Trust, all defenses which could have been asserted by the Debtors, including whether the lawsuit was timely filed) shall be available to both sides at trial.¹³

(e) If a PI Claimant obtains a judgment on his/her PI Claim in the tort system and such judgment becomes a final order (each, a “**Final Judgment**”), such Final Judgment shall be deemed Allowed for purposes under the Plan and shall be payable by the Trust, subject to the below provisions on limitation on damages, the Recovery Percentage, the Maximum Value, deductions as set forth below, and the resolution of healthcare liens.

7.3 Limitation on Damages and Attorneys’ Fees. Notwithstanding their availability in the tort system, and except as provided below for claims asserted under the law of a Foreclosed Jurisdiction, no multiple, exemplary, statutory enhanced and/or punitive damages (i.e., damages other than compensatory damages), and no interest, attorneys’ fees or costs (including statutory attorneys’ fees and costs) shall be payable, with respect to any PI Claim litigated against the PI Trust in the tort system. For purposes of these TDP, a “**Foreclosed Jurisdiction**” shall mean a jurisdiction that describes a claim for compensatory damages under these TDP as a claim for “exemplary” or “punitive” damages, thereby foreclosing a claimant from a remedy or compensation under these TDP if the law for that jurisdiction were to be applied hereunder. In the event a PI Claim is made under these TDP for compensatory damages that would otherwise satisfy the criteria for payment under these TDP, but Claimant’s Jurisdiction is a Foreclosed Jurisdiction, the claimant may elect the Commonwealth of Pennsylvania as the PI Claimant’s jurisdiction, and such PI Claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in this Section 7.3 applicable to any PI Claim with respect to which, but for this choice of law provision, the applicable law of the PI Claimant’s jurisdiction is determined to be the law of a Foreclosed Jurisdiction, shall only govern the rights between the PI Trust and the PI Claimant including, but not limited to, suits in the tort system pursuant to this Article 7.

7.4 Maximum Point Value.

¹² The Trustee shall be empowered (i) to bring one or more consolidated actions against multiple Holders of PI Claims who elect, subject to the terms hereof, to liquidate their PI Claims by commencing separate lawsuits in the tort system and (ii) to seek to consolidate multiple lawsuits commenced by individual Holders of PI Claims who elect, subject to the terms hereof, to liquidate their PI Claims by commencing separate lawsuits in the tort system.

¹³ Among other things, the PI Trust shall be empowered to assert that the claim that is the subject of a PI Claimant’s lawsuit is not a “PI Claim” within the meaning of the Plan.

(a) Payment on a Final Judgment for a PI Claim shall not exceed the dollar-equivalent of 45,000 points (the “**Maximum Value**”), which is three times the maximum Point Value attributed under the liquidation provisions of the PI TDP to eligible claims for death. The Maximum Value shall be determined based upon the Point Value at the time of payment.

(b) Points will be converted to dollars consistent with the conversion set forth in section 4.5 of these PI TDP. As set forth in these PI TDP, the dollar amount ultimately awarded per point will be determined with reference to the funds remaining in the PI Trust and to the pool of claims remaining against the PI Trust. It will vary depending on how many people choose to opt out their claims and how expensive it is for the PI Trust to defend those claims in the tort system. It will also depend on the payment elections made by those who are liquidating their claims under sections 4 through 5 of these PI TDP.

(c) Any payments on a Final Judgment are subject to the Maximum Annual Payment.

7.5 **Recovery Percentage.**

(a) A Final Judgment on a PI Claim, minus any multiple, exemplary, statutory enhanced and/or punitive damages (i.e., damages other than compensatory damages), interest, attorneys’ fees or costs (including statutory attorneys’ fees and costs) that have been awarded as part of such Final Judgment, shall be subject to reduction by the same percentage that PI Claims liquidated under these PI TDP are reduced prior to payment. In other words, a PI Claimant who elects to liquidate his or her PI Claim in the tort system shall not be entitled to receive more than his or her pro-rata share of the value available for distribution to all PI Claims entitled to a recovery pursuant to these PI TDP.

(b) Based upon the statistical sampling and modeling performed by financial analysts and subject-matter experts, review of judgments obtained in lawsuits, settlement history, and collaborative discussions with stakeholders, the Base Payments and Level Awards described in these PI TDP represent an estimated pro-rata percentage recovery by PI Claimants holding Allowed PI Claims of approximately ½% (such pro-rata percentage recovery as may be altered over time, the “**Recovery Percentage**”). Accordingly, the initial Recovery Percentage is 1/2%.

(c) No holder of a PI Claim who elects to liquidate his or her PI Claim in the tort system shall receive a payment that exceeds the liquidated value of his or her PI Claim multiplied by the Recovery Percentage in effect at the time of payment (such value so reduced, the “**Percentage-Reduced Claim**”); provided, however, that if there is a reduction in the Recovery Percentage, the Trustee, in his or her sole discretion, may cause the PI Trust to pay a PI Claim based on the Recovery Percentage that was in effect prior to the reduction if the judgment in respect of such PI Claim became a Final Judgment prior to the date the Trustee proposes the new Recovery Percentage to the Committee and the FCR, and the processing of such PI Claim was unreasonably delayed due to circumstances beyond the control of the PI Claimant or the PI Claimant’s counsel (as applicable).

7.6 Adjustment of the Recovery Percentage.

(a) The Recovery Percentage shall be subject to change if the Trustee, with the consent of the FCR, determines that an adjustment is required. At any time when the Trustee reviews the Point Value, the Trustee shall also review the then-applicable Recovery Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Recovery Percentage if necessary with the consent of the FCR. Adjustment of the Recovery Percentage requires the consent of the FCR.

(b) The Trustee shall base his or her determination of the Recovery Percentage on current estimates of the number, types, and values of current and future PI Claims, the value of the assets of the PI Trust available for the payment of Allowed PI Claims pursuant to these PI TDP and amounts due and estimated to become due pursuant to these PI TDP in respect of Final Judgments obtained by PI Claimants who elect to liquidate their PI Claims in the tort system, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of (i) full value to all Holders of Allowed PI Claims and (ii) the Maximum Value to PI Claimants who elect to liquidate their PI Claims in the tort system. When making these determinations, the Trustee shall exercise common sense and flexibly evaluate all relevant factors.

(c) If a redetermination of the Recovery Percentage has been proposed in writing by the Trustee, but such redetermination of the Recovery Percentage has not yet been adopted, a PI Claimant that has obtained a Final Judgment shall receive the lower of the then-current Recovery Percentage and the proposed Recovery Percentage. However, if the proposed Recovery Percentage is the lower amount but is not subsequently adopted, the PI Claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Recovery Percentage is the higher amount and subsequently adopted, the PI Claimant who has obtained a Final Judgment shall thereafter receive the difference between the over current amount and the higher adopted amount.

(d) At least thirty (30) days prior to proposing in writing a change in the Recovery Percentage, the Trustee shall post to the Trust's website a notice indicating the Trustee is reconsidering the Recovery Percentage.

(e) If the Trustee, with the consent of the FCR, makes a determination to increase the Recovery Percentage due to a material change in estimates of the future assets and/or liabilities of the Trust, the PI Trust shall make supplemental payments to all PI Claimants who obtained previously a Final Judgment and received payments based on a lower Recovery Percentage. The amount of any such supplemental payment shall be the liquidated value of the PI Claim in question multiplied by the newly-adjusted Recovery Percentage, less all amounts paid previously to the PI Claimant with respect to such PI Claim.

(f) The Trust's obligation to make a supplemental payment to a PI Claimant shall be suspended in the event the payment in question would be less than \$100.00, 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 \$100.00. However, the Trust's obligation shall resume, and the PI Trust shall pay any such aggregate supplemental payments due to the PI Claimant that obtained a Final Judgment at such time that the total exceeds \$100.00.

7.7 Payment of Judgments for Money Damages.

(a) A PI Claimant who obtains a Final Judgment shall be entitled to receive from the PI Trust in full and final satisfaction of that Final Judgment, a gross amount (subject to deductions set forth next) equal to the *lesser* of (i) the Percentage-Reduced Claim and (ii) the Maximum Value, in each case as then in effect, as described next (such lesser amount, the "**Gross Amount**").

(b) A PI Claimant's Gross Amount shall be subject to allowable deductions and holdbacks.

(c) The resulting net amount shall be paid to the PI Claimant in the form of six equal installments, each not to exceed an amount to be set by the Trustee with the consent of the Committee and the FCR at the time of the first installment. The first installment will be placed in the FIFO Payment Queue based on the date on which the judgment became final. Additional equal installments will be paid in years six (6) through ten (10) following the year of the initial payment. All installment payments will be subject to the Maximum Annual Payment and prior satisfaction of any outstanding liens in accordance with section 7.8. In no event shall interest be paid in respect of any judgment obtained in the tort system.

(d) None of the Percentage-Reduced Claim, the Maximum Value, the Gross Amount, the deductions therefrom, or the payment schedule is subject to any appeal or reconsideration.

7.8 Resolution of Liens. The PI Trust shall not issue any payment in respect of a Final Judgment until the PI Trust has received proof that any private or governmental health care liens or similar claims against such Final Judgment have been satisfied or will be satisfied out of the recovery.

7.9 Special Procedures for Minors and Heirs. The special procedures set forth in article 8 of these PI TDP shall apply to PI Claimants who are minors under applicable law and elect, subject to the terms hereof, to liquidate their PI Claims by commencing a lawsuit in the tort system. Any person seeking a Distribution from the PI Trust in the capacity of an heir must provide the Heirship Declaration.

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 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. These procedures apply regardless of whether the Minor Claimant's Proxy (as defined below) elects to have the PI Claim liquidated under these PI TDP or to pursue the claim in the tort system.

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 proof of claim form, as well as any evidence required by the PI Trust to support the proof of claim form, and any other documentation required or requested pursuant to 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, other than receiving distributions from the PI Trust (unless so authorized by section 8.6 below). These actions include, where permitted, making an opt-out or, if the Minor Claimant is a PI Claimant, making a payment election or requesting an appeal pursuant to the PI TDP.

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

8.4 Distributions to Minor Claimants.

(a) When the 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 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 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 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 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 Minor Claimant's PI Claim, and using forms to be provided by the Trust, the Minor Claimant's counsel shall submit to the 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.

8.6 Early Distributions.

(a) Funds held in the Minor Claimants Account for a Minor Claimant may be released prior to the Adult Distribution Date only pursuant to (a) an order of a U.S. court of general jurisdiction in the Minor Claimant's state of residence, or (b) an order entered by the U.S Bankruptcy Court for the District of Delaware.

MNK PI TDP EXHIBIT A

**SAMPLE CLAIM FORM FOR
NON-NAS PI TRUST DISTRIBUTION PROCEDURES**

This proof of claim form (“**Claim Form**”) must be completed by each PI Claimant seeking an Award from the Mallinckrodt Opioid Personal Injury Trust (the “**PI Trust**”) on a Non-NAS PI Claim.¹⁴

FAILURE TO SUBMIT THIS 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 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 Claim Form. One Claim Form submitted for a PI Claim shall be deemed to be a Claim Form in respect of that PI Claim and also any PI Claims against a Released Person or Shareholder Released Person that are associated with that PI Claim.

Follow the instructions of each section carefully to ensure that your 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 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.

This Claim Form allows you to choose to “opt out” of the streamlined, expedited PI TDP liquidation process with respect to any PI Claim against one or more of the Debtors, and instead pursue that PI Claim in the tort system by filing a lawsuit against the PI Trust at your own expense. You may litigate in court only with respect to a PI Claim held against one or more Debtors, and may not litigate other PI Claims. **If you select the “opt out” option, you will not be eligible to receive an award based on the liquidation provisions of the TDP. Furthermore, you will not be allowed to opt back in to the PI TDP if your lawsuit is unsuccessful in the tort system.** Any final judgment you obtain in the tort system against the PI Trust will be subject to reduction pursuant to the “opt out” procedures set forth in the PI TDP.

A CLAIMANT MAY OPT OUT ONLY BY CHECKING THE “OPT OUT” BOX AND SUBMITTING THIS CLAIM FORM. FAILURE TO SUBMIT THIS CLAIM FORM TO THE PI TRUST DOES NOT CONSTITUTE OPTING OUT OF HAVING A PI CLAIM LIQUIDATED UNDER THE PI TDP. If you choose to “Opt Out” and litigate your claim in the tort system, the PI Trust will be able to raise any available defenses to your claim, including any

¹⁴ Capitalized terms used but not defined herein have the meanings ascribed to them in the Mallinckrodt Opioid Personal Injury Non-NAS Trust Distribution Procedures (“**PI TDP**”) or, if not defined therein, then the meanings ascribed to them in the Plan.

defenses based on whether your claim was timely filed under the applicable statute of limitations.

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 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. If any liens are identified against your Award, the PI Trust may reduce your Award by the amount required to satisfy the lien(s).

Claim Form Submission: You may submit this completed Claim Form online at mnkpitrust.com or by mailing it to MNK PI Trust, 501 Riverchase Parkway East, Suite 100, Hoover, Alabama, 35244.

PART ONE: PERSONAL INFORMATION OF PI CLAIMANT

(All Claimants must complete this Part)

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 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:

Cause 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 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: "OPT OUT" OF THE PI TDP LIQUIDATION PROCEDURES
(Complete this part only if you elect to "Opt Out" of the PI TDP liquidation procedures and file a lawsuit to liquidate your claim in the tort system. If you choose to have your claim evaluated under the PI TDP liquidation procedures, skip this Part Two).

If you would like to forfeit all rights to have your PI Claims liquidated under the PI TDP and instead to pursue your PI Claim by filing a lawsuit against the PI Trust in court at your own

expense, check the following box. **If you “opt out,” you will not be eligible to receive an Award from the PI Trust based upon the TDP liquidation procedures.**

Mark the following box **only if you elect to “opt out” of the PI TDP liquidation procedures and instead pursue your PI Claim in civil court through the tort system by filing a lawsuit in court at your own expense:**

_____ I elect to Opt-Out of the PI TDP liquidation procedures and pursue my PI Claim by filing a lawsuit against the PI Trust.

Holders of PI Claims who elect to “Opt Out” of the PI TDP must complete only Parts 1, 2 and 10 of this Claim Form.

PART THREE: PRESCRIBED MEDICATIONS
(If you selected “Opt Out,” skip this Part Three).

Section 3: 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 Claim Form.*

| | | Date of First Prescription: | Date of Last Prescription: | Length of Use (in months): |
|--------------------------------------|--------------------------|------------------------------------|-----------------------------------|-----------------------------------|
| Roxicodone | <input type="checkbox"/> | | | |
| Exalgo | <input type="checkbox"/> | | | |
| Methadose | <input type="checkbox"/> | | | |
| Anexsia | <input type="checkbox"/> | | | |
| Mallinckrodt / SpecGx Generic (name) | <input type="checkbox"/> | | | |
| _____ | | | | |
| _____ | | | | |

PART FOUR: OPIOID USER AND OPIOID CLAIMANT INJURIES
(If you selected “Opt Out,” skip this Part Four).

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

Section 4:

Please mark all that are applicable to your claim.

___ ADDICTION

OPIOID USE DISORDER

WITHDRAWALS

OVERDOSE

JAIL

REHAB

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

PART FIVE: TIERING AND LEVEL DESIGNATION

(If you selected “Opt Out”, skip this Part Five).

Section 5.A: In this section, please check the tier that applies to your PI Claim. Please refer to the PI TDP for full definitions and qualifying criteria.

_____ **Tier 1:** You can demonstrate use of a Qualifying Opioid for 6 months or more (does not have to be consecutive use).

_____ **Tier 2** You can demonstrate use of a Qualifying Opioid for less than 6 months and otherwise do not meet the criteria of Tier 1.

Section 5.B: If you selected **Tier 1** above, please mark the designation that applies to your PI Claim. IF BOTH BASE PAYMENT AND LEVEL A APPLY TO YOU, CHOOSE LEVEL A. Please refer to the PI TDP for full definitions and qualifying criteria.

_____ **Level A:** You can demonstrate death caused by an opioid (e.g., death caused by overdose or withdrawal).

_____ **Base Payment:** You can demonstrate use of a Qualifying Opioid for 6 months or more.

PART SIX: MEDICAL LIENS

(If you selected “Opt Out,” skip this Part Six).

Section 6.A: Did any insurance company pay for medical treatment for the opioid-related injuries that gave rise to your PI Claim?

Yes: _____ No: _____

Section 6.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 (name below: | | | | | | |
|-------------------------|--|--|--|--|--|--|

PART SEVEN: SIGNATURE (You must complete this Part Seven regardless of your elections above)

This 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:

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

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

MNK PI TDP EXHIBIT B

**[SAMPLE]
HIPAA RELEASE FORM FOR
NON-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 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:

[fill in name of entity]

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 Mallinckrodt Opioid Non-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)

MNK PI TDP EXHIBIT C

[SAMPLE]

**HEIRSHIP DECLARATIONS FOR
MALLINCKRODT OPIOID NON-NAS PI TRUST DISTRIBUTION PROCEDURES**

| | |
|--|--|
| SD-1 | SWORN DECLARATION: SIGNATORY IS EXECUTOR UNDER DECEDENT'S LAST WILL AND TESTAMENT |
| <p>You are required to complete this declaration if you hold a PI Claim¹⁵ (and thus are a “PI Claimant”) regarding the opioid-related death of another person (the “Decedent”), and you have not been appointed with the authority to act on behalf of the Decedent because no probate or estate proceeding has been commenced, but you have been named as executor or executrix (or comparable position under applicable state law) under the Last will and Testament of the Decedent.</p> | |

| I. Decedent Information | | | |
|---|------------|----------------|-----------|
| Name: | First Name | Middle Initial | Last Name |
| Social Security Number: | | Date of Death: | |
| Residence/Legal Domicile Address at Time of Death | Street | | |
| | City | State | Zip Code |

| II. PI Claimant Information | | | |
|--|---|----------------|-----------|
| Your Name | First Name | Middle Initial | Last Name |
| Your Social Security Number | | | |
| Your Address | Street | | |
| | City | State | Zip Code |
| Your Relationship to Decedent | | | |
| Basis of Your Authority to Act for the Decedent | | | |
| List here and attach copies of all document(s) evidencing the basis for your authority | 1. Last Will and Testament of _____, dated _____. 2. _____ | | |

¹⁵ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

| III. 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 settlement payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the settlement, or the reason they cannot be notified. | | | |
| | Name: | Information: | |
| 1. | | Address | |
| | | Relationship to Decedent | |
| | | Notified of Settlement? | <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |
| 2. | | Address | |
| | | Relationship to Decedent | |
| | | Notified of Settlement? | <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |
| 3. | | Address | |
| | | Relationship to Decedent | |
| | | Notified of Settlement? | <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |
| 4. | | Address | |
| | | Relationship to Decedent | |
| | | Notified of Settlement? | <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |
| 5. | | Address | |
| | | Relationship to Decedent | |
| | | Notified of Settlement? | <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |

| IV. PI CLAIMANT CERTIFICATION |
|---|
| <p>This Sworn Declaration is an official document for submission to the PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:</p> <p>(a) I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.</p> <p>(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.</p> <p>(c) 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.</p> <p>(d) The copy of the Last Will and Testament provided by me is the Last Will and Testament of the Decedent.</p> |

(e) 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 because state law does not require it.

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

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

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

(g) I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of the settlement of a survival or wrongful death claim to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.

(h) I will indemnify and hold harmless the PI Trust and its agents and representatives, from any and all claims, demands, or expenses of any kind arising out distributions from the PI Trust on account of injuries of the Decedent.

The information I have provided in this Declaration is true and correct. I understand that the PI Trust and Court 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.

V. PI Claimant Signature

| | | | |
|-------------------|--|--------------|--|
| Signature: | | Date: | |
|-------------------|--|--------------|--|

| | |
|---|--|
| SD-2 | SWORN DECLARATION: DECEDENT DID NOT LEAVE A LAST WILL AND TESTAMENT |
| <p>You are required to complete this declaration if you hold a PI Claim¹⁶ (and thus are a “PI Claimant”) regarding the opioid-related death of another person (the “Decedent”), and you have not been appointed with the authority to act on behalf of the Decedent because the Decedent Claimant died without a Will and no probate or estate proceeding has been opened.</p> | |

| I. Decedent Information | | | |
|---|------------|----------------|-----------|
| Name: | First Name | Middle Initial | Last Name |
| Social Security Number: | | Date of Death: | |
| Residence/Legal Domicile Address at Time of Death | Street | | |
| | City | State | Zip Code |

| II. PI Claimant Information | | | |
|--|---|----------------|-----------|
| Your Name | First Name | Middle Initial | Last Name |
| Your Social Security Number | | | |
| Your Address | Street | | |
| | City | State | Zip Code |
| Your Relationship to Decedent | | | |
| Basis of Your Authority to Act for the Decedent | | | |
| List here and attach copies of all document(s) evidencing the basis for your authority | <ol style="list-style-type: none"> 1. A copy of the intestate statute of the state or domicile of the Deceased Claimant at the time of his or her death. 2. | | |

¹⁶ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

| III. 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 settlement payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the settlement, or the reason they cannot be notified. | | |
| | Name: | Information: |
| 1. | | Address |
| | | Relationship to Decedent |
| | | Notified of Settlement? <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |
| 2. | | Address |
| | | Relationship to Decedent |
| | | Notified of Settlement? <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |
| 3. | | Address |
| | | Relationship to Decedent |
| | | Notified of Settlement? <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |
| 4. | | Address |
| | | Relationship to Decedent |
| | | Notified of Settlement? <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |
| 5. | | Address |
| | | Relationship to Decedent |
| | | Notified of Settlement? <input type="checkbox"/> Yes. How notified: <input type="checkbox"/> No. Why not notified: |

| IV. PI CLAIMANT CERTIFICATION |
|---|
| <p>This Sworn Declaration is an official document for submission to the PI Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:</p> <p>(a) I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the PI TDP, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.</p> |

(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) 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.

(d) 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.

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

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

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

(h) I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of the settlement of a survival or wrongful death claim to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.

(i) I will indemnify and hold harmless the PI Trust and its agents and representatives, from any and all claims, demands, or expenses of any kind arising out distributions from the PI trust on account of injuries of the Decedent.

The information I have provided in this Declaration is true and correct. I understand that the PI Trust and Court 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.

V. PI Claimant Signature

Signature:

Date:

MNK TDP EXHIBIT D
MALLINCKRODT OPIOID PERSONAL INJURY TRUST
NON-NAS PI CLAIM RELEASE

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

PI Claimant's Name: _____

PI Claimant's Social Security Number: _____

Law Firm (if represented by counsel): _____

If the PI Claimant or personal representative filed a lawsuit against Mallinckrodt for opioid-related injuries and PI Claimant's spouse is a party to the lawsuit, please provide the following additional information:

Name of PI Claimant's Spouse: _____

Liquidated Value of Claim: \$ _____ (subject to deductions set forth in the PI TDP)

The Mallinckrodt Opioid Personal Injury Trust (the "**Trust**"), and the undersigned PI Claimant or "**Personal Representative**"¹⁷ (either being referred to herein as "**Releasor**"), agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to them in the *Fourth Amended Joint Plan Of Reorganization (With Technical Modifications) Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code*, dated as of February 18, 2022 (as it may be amended or modified, the "**Plan**"), confirmed by order of the United States Bankruptcy Court for the District of Delaware entered on March 2, 2022 [Docket No. 6660], or the Mallinckrodt Opioid Personal Injury Non-NAS Trust Distribution Procedures (as may be amended from time to time, the "**PI TDP**"), which are incorporated into this Non-NAS PI Claim Release ("**Release**") by reference.
2. Releasor has filed a claim against the Trust (the "**Claim**"). The Trust has reviewed the Claim to determine whether it is compensable under the terms of the TDP. The Trust has offered an Award to the PI Claimant for the Claim in the liquidated value set forth above. The Award shall be paid subject to any deductions required as set forth in the PI TDP. Releasor has decided to accept the offer and enter into this Release.
3. The amount of the Award to Releasor under this Release (the "**Payment Amount**") has been calculated in accordance with the PI TDP. The Point Value may be adjusted from time to time as provided in the TDP. Releasor acknowledges that the Trust cannot provide any assurance of the level of the Point Value that will apply to the liquidated value of the Claim. Releasor acknowledges that the Point Value are based on estimates that change over time, and that other claimants may have in the past received, or may in the future receive, a smaller or larger valuation of their claims than the Releasor. Releasor further acknowledges that, other than as specifically set forth in the PI TDP, the fact that claimants have in the past been paid, or may in the future be paid, a smaller or larger valuation of their claims shall not entitle the

¹⁷ The "Personal Representative" is the person who under applicable state law or legal documentation has the authority to represent the PI Claimant, the PI Claimant's estate or the PI Claimant's heirs.

Releasor to any additional compensation from the Trust. Should the Point Value be increased subsequent to the payment of the Payment Amount under this Release, Releasor shall be entitled to supplemental payments as provided in section 4.5 of the PI TDP. Subject to the payment provisions set forth in the PI TDP, the Trust will mail or electronically transfer to Releasor (or Releasor's counsel) the Payment Amount. This Release shall be effective upon receipt by Releasor (or Releasor's counsel) of the Payment Amount.

4. In consideration for the agreements described herein and other good and valuable consideration, Releasor hereby fully releases (i) the Trust, (ii) the current and former Trustee and the Delaware Trustee of the Trust, (iii) the Trust Advisory Committee of the Trust, (iv) the Future Claimants' Representative of the Trust, (v) each of the current and former directors, members, officers, agents, consultants, advisors, employees, attorneys, predecessors, successors and assigns of any of the parties set forth in items (i) through (iv), and (vi) any and all persons or organizations who are entitled to benefit from the injunctions entered pursuant to the Plan (the parties set forth in (i) through (vi) each, a "Releasee" and collectively, "Releasees") from any and all PI Claims, whether such claims are known or unknown, suspected or unsuspected, concealed or hidden, accrued or not accrued. This Release provides a release only with respect to PI Claims (as such term is defined in the Plan) released hereunder, and no other claims Releasor may have against any Releasee are released hereby.

5. Releasor expressly covenants and agrees forever to refrain from bringing any suit or proceeding, at law or in equity, against Releasees with respect to any Opioid Claim released hereby.

6. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Trust as a party legally responsible for a joint tortfeasor who is legally responsible for the PI Claimant's injuries shall be reduced by no more than the total and actual amount paid as consideration under this Release or such lesser amount as allowed by law.

7. The Releasor (1) represents that no judgment debtor has satisfied in full the Releasees' liability with respect to the PI Claimant's PI Claim as the result of a judgment entered in the tort system and (2) upon information and belief, represents that the Releasor has not entered into a release (other than this Release) that discharges or releases the Releasees' liability to the Releasor with respect to the PI Claimant's PI Claim.

8. Releasor agrees that this Release is to be effective not only on behalf of the PI Claimant but also for the PI Claimant's estate, spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns and for any other person or entity asserting any PI Claim based in whole or in part on any opioid-related injury allegedly suffered by the PI Claimant; provided, however, that this Release does not release claims (including PI Claims) for opioid-related injuries suffered by the PI Claimant's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns, or any other person, because of such person's personal use of opioids.

9. Releasor agrees that this is a compromise of disputed claims and that the payment of the consideration for this Release is not to be considered an admission of liability on the part of any person or entity released hereby. It is further understood that this Release is not intended to relinquish any claim Releasees may have against any party or Releasor has against any party that is not a Releasee. The parties further agree that this Release shall not be admissible in any suit or proceeding whatsoever as evidence, except to enforce this Release, nor shall it be an admission of any liability.

10. Releasor, on behalf of the PI Claimant and the PI Claimant's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns, agrees to indemnify and hold harmless Releasees from any further payment of liabilities, debts, liens, charges, costs and/or expenses of any character (including reasonable attorneys' fees and costs) arising out of any and all opioid-related

claims by or on behalf of the PI Claimant and the PI Claimant's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns up to the full extent of the compensation paid or to be paid by the Trust to Releasor on account of the Claim (excluding attorneys' fees and costs); provided, however, that this indemnification and hold harmless obligation shall not apply to claims for (i) subsequently arising claim based on death to the extent such claims are not released pursuant to paragraph 4 of this Release and (ii) opioid-related injuries suffered directly by PI Claimant's spouse, children, heirs, administrators, executors, personal representatives, beneficiaries, successors or assigns, or any other person, because of such person's (as opposed to PI Claimant's) personal exposure to opioids to the extent such claims are not released pursuant to paragraph 8 of this Release.

11. Releasor represents and warrants that all Valid Liens¹⁸, subrogation and reimbursement claims, including any obligations owing or potentially owing under MMSEA¹⁹, relating to benefits paid to or on account of the PI Claimant in connection with, or relating to, the Claim have been resolved or will be resolved from the net proceeds of the settlement payment to the Releasor under this Release or from other funds or proceeds to the extent permitted under applicable lien settlement agreements or under applicable law. Upon request by the Trust, Releasor shall promptly provide the Trust with documentation evidencing Releasor's compliance with the certification in the foregoing sentence. It is further agreed and understood that no Releasee shall have any liability to the Releasor or any other person or entity in connection with such liens or reimbursement claims and that the Releasor will indemnify and hold the Releasees harmless from any and all such alleged liability as provided in the following sentence. The Releasor will indemnify and hold the Releasees harmless, to the extent of the amount of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity or contribution claims related to the PI Claim released herein and from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation or contract related to the PI Claim released herein.

12. Releasor acknowledges that the Trust and the Protected Parties are the beneficiaries of the Claimant's certification pursuant to paragraph 11. In addition, the Releasor consents to the Trust's disclosure of information concerning the Claim as necessary for the Trust to comply with any lien resolution program or other obligation of the Trust with respect to liens that may be asserted against an Award based on an Allowed PI Claim. Such disclosure may include providing information about the Claim and payment of the Claim, including (1) the names, contact information, and Social Security numbers or Tax Identification numbers of the Releasor and the PI Claimant; (2) the PI Claimant's opioid-related injuries, date of birth, date of death, and dates regarding use of opioid products, diagnoses of an Opioid Use Disorder, and treatment regarding such opioid use; and (3) any other information needed to satisfy any obligations concerning such liens to the entity or agent charged with responsibility for monitoring, assessing, or receiving reports or payments in connection with such lien, (b) any third party retained by the Trust to assist the Trust in complying with any lien resolution program or reporting obligations, and (c) any person designated as a Protected Party under the Plan and for which the Trust is obligated to act as a reporting agent pursuant to any lien resolution or reporting obligations.

13. It is further agreed and understood that if the Releasor has filed a civil action against the Trust or the Debtor related to an opioid personal injury claim, the Releasor shall dismiss such civil action and obtain the entry of an order of dismissal with prejudice with respect to any PI Claim released herein no later than 30 days after the date hereof.

¹⁸ A "Valid Lien" is a lien that is permitted by applicable law and with respect to which the lien holder has taken all steps necessary under the terms of the document creating the lien and under applicable law to perfect the lien.

¹⁹ "MMSEA" means 42 U.S.C. §1395y *et seq.* and related statutes, rules, regulations, or guidance in connection therewith, or relating thereto, including the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P. L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or relating thereto.

14. This Release contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof except, if applicable, for the provisions of the TDP.

15. Releasor agrees that the law of the State of Delaware shall govern the construction of this Release notwithstanding any application of choice of law analysis. Releasor expressly authorizes the Trust to make payment under the terms of this Release to Releasor's counsel (if any) as agent for the Releasor.

16. Releasor further states that he or she is of legal age, with no mental disability of any kind, and is fully and completely competent to execute this Release on his or her own behalf and/or in his or her capacities as specified herein. Releasor further states that he or she knows the contents, as well as the effect, of this Release. Releasor further acknowledges that he or she executed this instrument after consultation with his or her attorney or the opportunity to consult with an attorney of his or her choice.

17. TO ENSURE THE ENFORCEMENT OF THIS RELEASE FULLY IN ACCORDANCE WITH THE TERMS HEREOF, INCLUDING BUT NOT LIMITED TO PARAGRAPH 4 HEREOF, RELEASOR HEREBY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND UNDER ANY OTHER FEDERAL OR STATE LAW OF SIMILAR EFFECT. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." IF REPRESENTED BY AN ATTORNEY, RELEASOR ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED BY HIS OR HER ATTORNEY(S) CONCERNING, AND IS FAMILIAR WITH, THE EFFECT OF THIS WAIVER. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THAT THIS WAIVER PREVENTS RELEASOR FROM MAKING ANY CLAIM AGAINST RELEASEES FOR ADDITIONAL DAMAGES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. RELEASOR ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

18. If any provision or part of any provision of this Release is determined to be void and unenforceable by a court of competent jurisdiction, the remainder of this Release shall remain valid and enforceable to the extent that Releasees' purpose for obtaining this Release can be realized.

19. Releasor acknowledges that the Trust's obligation to pay the Releasor is not triggered until the Trust receives the executed Release from Releasor.

20. Releasor acknowledges that pursuant to Article IV.X.8 of the TDP, 5% of each Distribution made by the Trust will be paid to the Common Benefit Escrow and then, upon its establishment, directly to the Common Benefit Fund, on a periodic schedule. To the extent a Holder of a PI Claim has retained, or is a member of a group of Holders that has retained, separate counsel through an individual contingency fee arrangement, the amount payable from such Holder's Distributions under this § 5.3(g)(iv) shall be deducted from any contingency fees and/or costs, in accordance with the Common Benefit Fund, owed to such separate counsel. If the order establishing the Common Benefit Fund provides for the reimbursement of attorneys' costs, a portion of the Common Benefit Fund assessment (up to 40% of the amount payable under Article IV.X.8 of the Plan may be applied to the reimbursement of actual costs and expenses incurred by such Holder's counsel, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel.

MEDICARE SECONDARY PAYER CERTIFICATION

Pursuant to paragraph 12 of the Release, Releasor hereby represents and certifies to the Trust that, in respect of the Claim, the Releasor has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under MMSEA in connection with, or relating to, the Claim.

CERTIFICATION

The undersigned hereby (i) agrees to the terms of this Release, (ii) unconditionally and expressly warrants that the person executing this Release on behalf of any other person has full authority to do so on such person's behalf in all respects, (iii) certifies that the information that has been provided to support the Claim, is accurate according to my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, and (iv) declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on this ___ day of _____, 20__

Signature of PI Claimant or Personal Representative

Name of Personal Representative (if applicable): _____