

SEEGER WEISS LLP
 CHRISTOPHER A. SEEGER
 JENNIFER R. SCULLION
 55 Challenger Road, 6th Floor
 Ridgefield Park, NJ 07660
 Telephone: 973/639-9100
 973/639-9393 (fax)

Local Counsel

ROBBINS GELLER RUDMAN
 & DOWD LLP
 JAMES E. BARZ
 FRANK A. RICHTER
 200 South Wacker Drive, 31st Floor
 Chicago, IL 60606
 Telephone: 630/696-4107

Lead Counsel for Plaintiff

[Additional counsel appear on signature page.]

UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY

In re VALEANT PHARMACEUTICALS) Master No. 3:15-cv-07658-MAS-RLS
 INTERNATIONAL, INC. SECURITIES)
 LITIGATION) CLASS ACTION

_____) Judge Michael A. Shipp
 This Document Relates To:) Magistrate Judge Rukhsanah L. Singh
 _____) ALL ACTIONS.
 _____)

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF
 CLASS ACTION SETTLEMENT

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that, upon the accompanying Memorandum of Law in Support of Lead Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the Declaration of Christopher A. Seeger in Support of Lead Plaintiff's Motion for Preliminary Approval of Class Action Settlement, including the Stipulation of Settlement with exhibits, all prior pleadings and papers filed herein, and any arguments of counsel or other matters properly before the Court, Lead Plaintiff City of Tucson, together with and on behalf of the Tucson Supplemental Retirement System, by its undersigned attorneys, hereby moves this Court, before the Honorable Michael A. Shipp, U.S.D.J., at a date and time to be determined by the Court, for entry of the [Proposed] Order Granting Preliminary Approval of Settlement and Providing for Notice submitted herewith, agreed upon by all parties: (1) granting preliminary approval of the proposed settlement; (2) approving the form and manner of notice of the proposed settlement to the Class; and (3) setting a hearing date for final approval thereof, and schedule for various deadlines relevant thereto.

DATED: September 10, 2026

Respectfully submitted,

SEEGER WEISS LLP
CHRISTOPHER A. SEEGER
JENNIFER R. SCULLION

s/ Christopher A. Seeger

CHRISTOPHER A. SEEGER

55 Challenger Road, 6th Floor
Ridgefield Park, NJ 07660
Telephone: 973/639-9100
973/639-9393 (fax)
cseeger@seegerweiss.com
jscullion@seegerweiss.com

Local Counsel

ROBBINS GELLER RUDMAN
& DOWD LLP
JAMES E. BARZ
FRANK A. RICHTER
200 South Wacker Drive, 31st Floor
Chicago, IL 60606
Telephone: 630/696-4107
jbarz@rgrdlaw.com
frichter@rgrdlaw.com

ROBBINS GELLER RUDMAN
& DOWD LLP
DARREN J. ROBBINS
THEODORE J. PINTAR
CHRISTOPHER R. KINNON
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)
darrenr@rgrdlaw.com
tedp@rgrdlaw.com
ckinnon@rgrdlaw.com

ROBBINS GELLER RUDMAN
& DOWD LLP
ROBERT J. ROBBINS
KATHLEEN B. DOUGLAS
STEPHEN R. ASTLEY
BAILIE L. HEIKKINEN
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432
Telephone: 561/750-3000
561/750-3364 (fax)
rrobbins@rgrdlaw.com
kdouglas@rgrdlaw.com
sastley@rgrdlaw.com
bheikkinen@rgrdlaw.com

Lead Counsel for Plaintiff

SEEGER WEISS LLP
 CHRISTOPHER A. SEEGER
 JENNIFER R. SCULLION
 55 Challenger Road, 6th Floor
 Ridgefield Park, NJ 07660
 Telephone: 973/639-9100
 973/639-9393 (fax)

Local Counsel

ROBBINS GELLER RUDMAN
 & DOWD LLP
 JAMES E. BARZ
 FRANK A. RICHTER
 200 South Wacker Drive, 31st Floor
 Chicago, IL 60606
 Telephone: 630/696-4107

Lead Counsel for Plaintiff

[Additional counsel appear on signature page.]

UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY

In re VALEANT PHARMACEUTICALS) Master No. 3:15-cv-07658-MAS-RLS
 INTERNATIONAL, INC. SECURITIES)
 LITIGATION) CLASS ACTION

_____) Judge Michael A. Shipp
 This Document Relates To:) Magistrate Judge Rukhsanah L. Singh
 _____) ALL ACTIONS.
 _____)

LEAD PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF MOTION
 FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. HISTORY OF THE LITIGATION	2
III. ARM’S LENGTH NEGOTIATIONS	9
IV. THE SETTLEMENT WARRANTS PRELIMINARY APPROVAL	9
A. The Proposed Settlement Is Fair	12
B. The Benefits Under the Settlement Are Adequate	16
C. The Other Amended Rule 23(e)(2) Factors Are Met	20
1. The Proposed Method for Distributing Relief Is Effective	20
2. Attorneys’ Fees and Expenses	22
3. The Parties Have No Other Agreements Besides the Supplemental Agreement	23
4. Class Members Are Treated Equitably	23
V. CERTIFICATION OF A CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE	24
A. The Class Satisfies Rule 23(a)	26
1. The Class Is Sufficiently Numerous	26
2. Common Questions of Law and Fact Bind the Class	27
3. Lead Plaintiff’s Claims Are Typical	29
4. Lead Plaintiff and Class Counsel Are Adequate	30
B. The Class Satisfies the Requirements of Rule 23(b)(3)	32

	Page
1. Common Legal and Factual Questions Predominate.....	32
2. A Class Action Is Superior to Other Methods of Adjudication.....	34
3. The Court Should Appoint Lead Plaintiff as Class Representative and Appoint Lead Counsel as Class Counsel.....	35
VI. THE PROPOSED NOTICE PROGRAM SATISFIES RULE 23 AND DUE PROCESS.....	36
VII. PROPOSED SCHEDULE OF EVENTS	38
VIII. CONCLUSION.....	39

TABLE OF AUTHORITIES

	Page
 CASES	
<i>Alfaro v. First Advantage LNS Screening Sols., Inc.</i> , 2017 WL 3567974 (D.N.J. Aug. 16, 2017)	13, 27
<i>Amchem Prods. v. Windsor</i> , 521 U.S. 591 (1997).....	30, 32, 34, 35
<i>Amgen Inc. v. Conn. Ret. Plans & Tr. Funds</i> , 568 U.S. 455 (2013).....	34
<i>Bredbenner v. Liberty Travel, Inc.</i> , 2011 WL 1344745 (D.N.J. Apr. 8, 2011).....	15
<i>Chabot v. Walgreens Boots All., Inc.</i> , 2024 WL 3250930 (M.D. Pa. Feb. 7, 2024).....	22
<i>Dartell v. Tibet Pharms., Inc.</i> , 2016 WL 718150 (D.N.J. Feb. 22, 2016).....	33
<i>Ehrheart v. Verizon Wireless</i> , 609 F.3d 590 (3d Cir. 2010)	9
<i>Erica P. John Fund, Inc. v. Halliburton Co.</i> , 563 U.S. 804 (2011).....	34
<i>Fernandez v. DouYu Int’l Holdings</i> , 2025 WL 972836 (D.N.J. Mar. 31, 2025)	16
<i>Hacker v. Elec. Last Mile Sols. Inc.</i> , 722 F. Supp. 3d 480 (D.N.J. 2024).....	10, 18
<i>Huffman v. Prudential Ins. Co. of Am.</i> , 2019 WL 1499475 (E.D. Pa. Apr. 4, 2019).....	12
<i>In re Am. Bank Note Holographics</i> , 127 F. Supp. 2d 418 (S.D.N.Y. 2001)	18
<i>In re AremisSoft Corp. Sec. Litig.</i> , 210 F.R.D. 109 (D.N.J. 2002).....	32

Page

<i>In re AT&T Corp. Sec. Litig.</i> , 2005 WL 6716404 (D.N.J. Apr. 25, 2005), <i>aff'd</i> , 455 F.3d 160 (3d Cir. 2006)	14
<i>In re Celgene Corp. Sec. Litig.</i> , 2020 WL 8870665 (D.N.J. Nov. 29, 2020)	35
<i>In re Cmty. Bank of N. Va. Mortg. Lending Pracs.</i> <i>Litig.</i> , PNC Bank NA, 795 F.3d 380 (3d Cir. 2015)	30
<i>In re Conduent Inc. Sec. Litig.</i> , 2022 WL 17406565 (D.N.J. Feb. 28, 2022)	31
<i>In re Constar Int’l Inc. Sec. Litig.</i> , 585 F.3d 774 (3d Cir. 2009)	33
<i>In re DVI Inc. Sec. Litig.</i> , 249 F.R.D. 196 (E.D. Pa. 2008), <i>aff'd</i> , 639 F.3d 623 (3d Cir. 2011)	29
<i>In re Ikon Office Sols., Inc. Sec. Litig.</i> , 194 F.R.D. 166 (E.D. Pa. 2000)	22
<i>In re Ins. Brokerage Antitrust Litig.</i> , 282 F.R.D. 92 (D.N.J. 2012)	12, 19
<i>In re Lucent Techs., Inc., Sec. Litig.</i> , 307 F. Supp. 2d 633 (D.N.J. 2004)	25
<i>In re NFL Players Concussion Inj. Litig.</i> , 775 F.3d 570 (3d Cir. 2014)	25
<i>In re NFL Players Concussion Inj. Litig.</i> , 821 F.3d 410 (3d Cir. 2016)	29
<i>In re PAR Pharm. Sec. Litig.</i> , 2013 WL 3930091 (D.N.J. July 29, 2013)	18, 19

	Page
<i>In re Pharmaprint, Inc. Sec. Litig.</i> , 2002 WL 31056813 (D.N.J. Apr. 17, 2002).....	32
<i>In re Rite Aid Corp. Sec. Litig.</i> , 396 F.3d 294 (3d Cir. 2005)	23
<i>In re Schering-Plough Corp./ENHANCE Sec. Litig.</i> , 2012 WL 4482032 (D.N.J. Sep. 25, 2012)	26, 28, 29
<i>In re Schering-Plough/Merck Merger Litig.</i> , 2010 WL 1257722 (D.N.J. Mar. 25, 2010)	12, 15
<i>In re Valeant Pharms. Int’l, Inc. Sec. Litig.</i> , 2017 WL 1658822 (D.N.J. Apr. 28, 2017), <i>reconsideration denied</i> , 2017 WL 3880657 (D.N.J. Sep. 5, 2017).....	2, 3
<i>In re Valeant Pharms. Int’l, Inc. Sec. Litig.</i> , 2022 WL 17480933 (D.N.J. Nov. 30, 2022), <i>report & recommendation adopted</i> , 2023 WL 3993740 (D.N.J. June 14, 2023)	2, 6
<i>In re Valeant Pharms. Int’l, Inc. Sec. Litig.</i> , 2021 WL 4272654 (D.N.J. Sep. 21, 2021)	5
<i>In re Valeant Pharms. Int’l, Inc. Sec. Litig.</i> , 2021 WL 358611 (D.N.J. Feb. 1, 2021), <i>aff’d in part</i> , 2021 WL 6881210 (3d Cir. Dec. 20, 2021)	14, 21, 32
<i>In re Viropharma Inc. Sec. Litig.</i> , 2016 WL 312108 (E.D. Pa. Jan. 25, 2016).....	15, 16
<i>In re Warfarin Sodium Antitrust Litig.</i> , 391 F.3d 516 (3d Cir. 2004)	10, 14
<i>Korrow v. Aaron’s Inc.</i> , 2013 WL 5811496 (D.N.J. July 31, 2013)	27

Page

<i>Li v. Aeterna Zentaris, Inc.</i> , 324 F.R.D. 331 (D.N.J. 2018), <i>aff'd sub nom.</i> , <i>Vizirgianakis v. Aeterna Zentaris, Inc.</i> , 775 F. App'x 51 (3d Cir. 2019)	28, 30
<i>Lord Abbett Inv. Tr.-Lord Abbett Short Duration Income Fund v. Valeant Pharms. Int'l, Inc.</i> , 2018 WL 3637514 (D.N.J. July 31, 2018)	16
<i>Politi v. Boscov's Inc.</i> , 2025 WL 3496691 (D.N.J. Dec. 5, 2025).....	10
<i>Roofer's Pension Fund v. Papa</i> , 333 F.R.D. 66 (D.N.J. 2019).....	27, 31, 34
<i>Schuler v. Meds. Co.</i> , 2016 WL 3457218 (D.N.J. June 24, 2016).....	23
<i>Se. Pa. Transp. Auth. v. Orrstown Fin. Servs., Inc.</i> , 2023 WL 1454371 (M.D. Pa. Feb. 1, 2023).....	<i>passim</i>
<i>Skeway v. China Nat. Gas, Inc.</i> , 304 F.R.D. 467 (D. Del. 2014)	32
<i>Smith v. Suprema Specialties, Inc.</i> , 2007 WL 1217980 (D.N.J. Apr. 23, 2007).....	29, 34
<i>Sterling Heights Gen. Emps.' Ret. Sys. v. Prudential Fin., Inc.</i> , 2015 WL 5097883 (D.N.J. Aug. 31, 2015)	26, 31
<i>Sterling Heights Gen. Emps.' Ret. Sys. v. Prudential Fin., Inc.</i> , 2016 WL 10570211 (D.N.J. Sep. 29, 2016)	23
<i>Taylor v. J.B. Hunt Transp. Servs.</i> , 2025 WL 1766148 (D.N.J. June 26, 2025).....	10, 22
<i>W. Palm Beach Police Pension Fund v. DFC Glob. Corp.</i> , 2016 WL 4138613 (E.D. Pa. Aug. 4, 2016)	30

STATUTES, RULES, AND REGULATIONS

15 U.S.C.

§78j(b).....	5, 8, 17, 34
§77k.....	3, 4, 33
§77l(a)(2)	33
§78u-4(a)(4)	22

Federal Rules of Civil Procedure

Rule 23	25, 37
Rule 23(a).....	24, 26
Rule 23(a)(2)	27
Rule 23(a)(3).....	29
Rule 23(a)(4).....	14, 30
Rule 23(b)(3).....	24, 32, 34
Rule 23(c)(2)(B).....	36
Rule 23(c)(3).....	36
Rule 23(e).....	1, 9, 10, 36
Rule 23(e)(1)(B).....	10, 36
Rule 23(e)(2).....	<i>passim</i>
Rule 23(e)(2)(i)	16
Rule 23(e)(2)(A)	12, 13
Rule 23(e)(2)(B).....	12, 15
Rule 23(e)(2)(C)(ii).....	20
Rule 23(e)(2)(C)(iii)	20, 22
Rule 23(e)(2)(C)(iv).....	20, 23
Rule 23(e)(2)(D)	21, 23
Rule 23(e)(3).....	11

Lead Plaintiff City of Tucson, together with and on behalf of the Tucson Supplemental Retirement System (“Tucson” or “Lead Plaintiff”),¹ by and through its undersigned counsel of record, respectfully submits this Memorandum of Law in Support of Motion for Preliminary Approval of Class Action Settlement.

I. INTRODUCTION

After helping secure the Valeant Settlement against the Former Defendants, Tucson became the Lead Plaintiff and continued to litigate against Valeant’s public auditor, defendant PricewaterhouseCoopers LLP (“PwC”). Now, after years of hard-fought litigation, Tucson has secured an agreement to settle the claims against PwC for \$96,000,000. Pursuant to Federal Rule of Civil Procedure (“Rule(s)”) 23(e)(1), Lead Plaintiff respectfully requests that this Court grant preliminary approval of the proposed Settlement so that notice of the Settlement can be provided to the Class and a hearing on final approval can be scheduled. At this first stage of settlement approval, courts are to evaluate whether they are “likely” to be able to approve a settlement under Rule 23(e). The proposed Settlement easily clears that hurdle.

¹ Unless otherwise stated or defined, all capitalized terms used herein shall have the meanings provided in the Stipulation of Settlement between Lead Plaintiff and Defendant PricewaterhouseCoopers LLP (the “Stipulation”), attached to the Declaration of Christopher A. Seeger in Support of Lead Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Seeger Decl.”), as Exhibit 1. All internal citations are omitted and emphasis is added, unless otherwise indicated.

The Settlement is an outstanding result. It is one of the largest securities class action recoveries against a public auditor within the Third Circuit. The Settlement was obtained after more than ten years of litigation and protracted settlement discussions, including through an experienced, third-party mediator. At this advanced stage of litigation, the Settling Parties were well informed of the strengths and weaknesses of their claims and defenses. They had obtained rulings on several key issues, fully briefed summary judgment, and completed both merits and expert discovery, which included millions of pages of documents, thorough written discovery, dozens of depositions, and extensive expert reports and expert depositions.

In light of the foregoing, preliminary approval is warranted, and Lead Plaintiff respectfully requests that this Court enter the proposed Preliminary Approval Order (Exhibit A to the Stipulation), which will allow notice to be disseminated to the Class and set a schedule for Settlement-related dates, including the Settlement Hearing, at which the Court will consider final approval and any fee and expense requests.

II. HISTORY OF THE LITIGATION²

The initial class action securities fraud complaint was filed by Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) on October 22, 2015 (ECF 1), followed by

² The Court previously summarized many of the factual allegations in this matter. *See, e.g., In re Valeant Pharms. Int’l, Inc. Sec. Litig.*, 2017 WL 1658822 (D.N.J. Apr. 28, 2017), *reconsideration denied*, 2017 WL 3880657 (D.N.J. Sep. 5, 2017); *In re Valeant Pharms. Int’l, Inc. Sec. Litig.*, 2022 WL 17480933 (D.N.J. Nov. 30, 2022), *report & recommendation adopted*, 2023 WL 3993740 (D.N.J. June 14, 2023).

others. On May 31, 2016, the Court consolidated Civil Action Nos. 3:15-cv-07679, 3:15-cv-07746, and 3:15-cv-07809 with this action and appointed TIAA as lead plaintiff and Robbins Geller as Lead Counsel. ECF 67. On June 24, 2016, lead plaintiff filed the Consolidated Complaint for Violations of the Federal Securities Laws (“Complaint”) (ECF 80), adding Tucson as a named plaintiff.

As to PwC, the Complaint asserted a claim by Tucson for violations of §11 of the Securities Act of 1933 (“Securities Act”). Tucson alleged PwC was liable for materially false and misleading statements in its 2014 Audit Report of Valeant, which was included in Valeant’s 2014 Form 10-K and incorporated into the offering documents for Valeant’s March 2015 common stock offering. Valeant ultimately restated its financial results.

On September 13, 2016, PwC and the Former Defendants filed a total of six Rule 12(b)(6) motions to dismiss the Complaint. ECF 164-169. After nearly 400 pages of briefing and a lengthy hearing, on April 28, 2017, the Court denied in full PwC’s motion to dismiss. *In re Valeant*, 2017 WL 1658822. Discovery then commenced, but on October 19, 2017, the Court directed the parties to brief whether the Court should stay the action and other related opt-out litigation during the pendency of the criminal trial involving Philidor’s former CEO Andrew Davenport and former Valeant executive Gary Tanner, *United States v. Tanner*, Case No. 1:17-cr-61 (S.D.N.Y). ECF 273. After submitting briefing, the parties stipulated to stay

the action until the conclusion of the trial with certain minor exceptions, including that PwC complete document production in response to Plaintiffs' first requests for production. On June 5, 2018, the Court lifted the stay. ECF 316.

On September 20, 2018, Plaintiffs filed the First Amended Complaint, adding insider trading claims under §20A of the Exchange Act against the ValueAct Defendants and Defendant Jeffrey W. Ubben ("Ubben"). ECF 352. On October 31, 2018, the ValueAct Defendants and Ubben moved to dismiss the First Amended Complaint. ECF 387. In response, on November 13, 2018, the parties submitted a joint stipulation and proposed order agreeing to stay party discovery, but permitting non-party discovery to continue, while the motion to dismiss was pending. ECF 396. After briefing, the Court denied the motion to dismiss, and, following briefing, Special Master Cavanaugh denied the Value Act Defendants' and Ubben's subsequent 28 U.S.C. §1292(b) motion. ECF 463, 474, 482, 493.

The Litigation was subsequently stayed for mediation, and, ultimately, the claims against all Former Defendants, but not PwC, were resolved by the \$1.21 billion Valeant Settlement, which was approved by the Court and subject to the Order and Final Judgment dated February 5, 2021. ECF 664.

On December 10, 2019, PwC filed a motion for judgment on the pleadings pursuant to Rule 12(c) as to the §11 claim, asserting Tucson had no damages and lacked Article III standing. On December 17, 2019, Plaintiffs moved for leave to file

the proposed SAC to add Count III, a fraud claim against PwC for violations of §10(b) of the Securities Exchange Act of 1934 (“Exchange Act”), and detailed factual and scienter allegations derived from discovery obtained in the Litigation. The parties engaged in substantial briefing on both motions. During this time, all discovery between Tucson and PwC was stayed, but the parties participated in depositions and document discovery regarding the Former Defendants and third parties occurring in the coordinated opt-out actions.

On May 21, 2020, the Special Master entered an order and opinion denying PwC’s Rule 12(c) motion for judgment on the pleadings. ECF 563. PwC objected and, following additional briefing, on September 21, 2021, the Court issued a memorandum opinion overruling PwC’s objection. *In re Valeant Pharms. Int’l, Inc. Sec. Litig.*, 2021 WL 4272654 (D.N.J. Sep. 21, 2021).

On July 17, 2020, the Special Master issued an R&R granting the motion for leave to file the SAC. ECF 602. PwC objected and, following briefing, on February 22, 2022, Magistrate Judge Goodman adopted the R&R. ECF 949. The SAC was filed on February 22, 2022, and asserted both §11 and §10(b) claims against PwC. ECF 951. On February 25, 2022, Tucson filed a corrected SAC, which is the operative complaint. ECF 953. On April 22, 2022, PwC moved to dismiss Count III of the SAC, the parties engaged in substantial briefing, and the Special Master held oral argument.

Following the Court's Order and Final Judgment approving the Valeant Settlement (ECF 664) and resolution of objector appeals, on September 6, 2022, Tucson and then-lead plaintiff TIAA requested the substitution of Tucson as Lead Plaintiff. ECF 1026. On September 15, 2022, the Special Master entered an order substituting Tucson as Lead Plaintiff, which was adopted by Judge Shipp on October 18, 2022. ECF 1029, 1056.

On November 30, 2022, the Special Master issued an R&R denying PwC's motion to dismiss Count III of the SAC. *In re Valeant*, 2022 WL 17480933. Following lengthy briefing on Tucson's motion to adopt the R&R and PwC's objection to it, on June 14, 2023, Judge Shipp issued an Order and a Memorandum Opinion adopting the R&R. *In re Valeant*, 2023 WL 3993740. On June 28, 2023, discovery between Tucson and PwC re-commenced. ECF 1229.

Fact and expert discovery between Tucson and PwC was extensive and included: (i) PwC's production of over 1.2 million pages of documents; (ii) Tucson's responses to requests for production, admission, and interrogatories; (iii) depositions of 11 PwC witnesses and Tucson's Rule 30(b)(6) representative; (iv) expert witness reports on issues such as market efficiency, loss causation and damages, tracing, applicable accounting and auditing standards and PwC's 2014 audit of Valeant, and the scope and significance of audit opinions; and (v) 11 expert witness depositions.

The Parties concluded fact discovery on November 22, 2024, and concluded expert discovery on August 1, 2025. ECF 1592, 1628.

On March 1, 2024, while discovery was ongoing, Tucson served PwC with a motion for class certification, supported by two expert reports on market efficiency and the ability to calculate damages on a class-wide basis. *See* ECF 1481-1482. On June 7, 2024, PwC opposed class certification and asserted Tucson's claims failed, in part, because Tucson and other Class Members could not trace their Valeant share purchases to the March 2015 Offering. ECF 1485. Tucson deposed PwC's expert on tracing, and on July 29, 2024, Tucson filed its reply, supported by an expert report on tracing. ECF 1486. PwC was permitted to file a sur-reply and an additional expert report, which it did on February 7, 2025. ECF 1613. On May 15, 2025, the Special Master heard lengthy oral argument on class certification.

On September 12, 2025, PwC filed its motion for summary judgment, asserting: (i) PwC's alleged false statements were non-actionable; (ii) PwC did not act with scienter; (iii) Tucson lacked standing; (iv) the asserted loss causation events did not reveal corrective information regarding PwC's alleged false and misleading statements; and (v) the Class Period should be truncated. ECF 1713-1715. On November 14, 2025, Tucson filed its opposition and supporting materials, including expert reports (ECF 1721-1725, 1729), and on December 19, 2025, PwC filed its reply (ECF 1731-1732). PwC's motion remains pending before the Court.

On June 1, 2026, the Special Master issued an R&R granting Tucson's motion for class certification, in part, partially truncating the length of the §10(b) class period. ECF 1761. PwC objected to the class certification R&R (ECF 1769), and Tucson responded to PwC's objection (ECF 1772). Tucson also objected to the modification of the §10(b) class period (ECF 1766), and PwC responded to Tucson's objection (ECF 1771). The Court has not ruled on either objection.

Throughout this Litigation, PwC has denied, and continues to deny, any and all allegations of fault, liability, wrongdoing, or damages whatsoever arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation. PwC also has denied, and continues to deny, among other allegations, the allegations that Tucson or the Class have suffered any damages, or that Tucson or the Class were harmed by the conduct alleged in the Litigation or that could have been alleged as part of the Litigation. In addition, PwC maintains that it has meritorious defenses to all claims alleged in the Litigation.

PwC's decision to settle the Litigation is not an admission of liability. It is instead based on PwC's determination that the Litigation should be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation, and that this Settlement would be beneficial to avoid the burden, inconvenience, and expense associated with continuing the Litigation, and the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation.

III. ARM'S LENGTH NEGOTIATIONS

The parties engaged an experienced and neutral third-party mediator, the Honorable (Ret.) Layn Phillips of Phillips ADR, and held direct settlement discussions over the course of many years. In 2019, the parties exchanged detailed briefs and attended an in-person mediation, but were unable to reach an agreement. In 2022, the parties again exchanged briefs and met in-person with the mediator, but did not reach an agreement. Counsel for the parties and Judge Phillips also engaged in many written and telephonic discussions as part of comprehensive efforts to resolve the Litigation. On April 24, 2026, Tucson, Lead Counsel, PwC, and PwC's Counsel met with Magistrate Judge Singh for an in-person settlement conference, but did not reach an agreement. The parties continued their many discussions with Judge Phillips, and in response to a mediator's proposal, on August 6, 2026, the Settling Parties agreed to settle the Litigation in return for a cash payment by PwC of \$96,000,000.00 for the benefit of the Class, and the Settling Parties executed a term sheet on August 13, 2026.

IV. THE SETTLEMENT WARRANTS PRELIMINARY APPROVAL

Rule 23(e) requires court approval for any compromise of claims brought on a class basis. Fed. R. Civ. P. 23(e). It is well established in this Circuit that the settlement of class action litigation is both favored and encouraged. *See Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594-95 (3d Cir. 2010) ("This presumption is

especially strong in ‘class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.’”); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (“[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged.”).

Pursuant to Rule 23(e), the issue at preliminary approval is whether the Court “will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). “‘Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.’” *Taylor v. J.B. Hunt Transp. Servs.*, 2025 WL 1766148, at *2 (D.N.J. June 26, 2025); *see also Politi v. Boscov’s Inc.*, 2025 WL 3496691, at *3 (D.N.J. Dec. 5, 2025) (same). “At this point, the Court is required only to decide whether to allow the parties to notify the proposed class members of the terms of the proposed settlement” and “[t]o make that decision, the Court answers the following two questions”: (i) is the Court “‘likely [to] be able to’ certify the proposed class?”; and (ii) is the Court “‘likely [to] be able to’ approve the terms of the proposed settlement?” *Hacker v. Elec. Last Mile Sols. Inc.*, 722 F. Supp. 3d 480, 488 (D.N.J. 2024). “If the answers to these questions are yes and yes, then notice can go forward.” *Id.* Specifically, Rule 23(e)(2) provides:

(2) ***Approval of the Proposal.*** If the proposal would bind class members, the court may approve it only after a hearing and only on finding that it is fair, reasonable, and adequate after considering whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

These factors overlap with those set forth by the Third Circuit in *Girsh v.*

Jepson:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible

recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.³

521 F.2d 153, 157 (3d Cir. 1975) (citation modified); *see also Se. Pa. Transp. Auth. v. Orrstown Fin. Servs., Inc.*, 2023 WL 1454371, at *5 (M.D. Pa. Feb. 1, 2023) (“SEPTA”) (applying *Girsh* factors, noting the overlap with Rule 23(e)(2)). These factors favor preliminary approval here. *See Huffman v. Prudential Ins. Co. of Am.*, 2019 WL 1499475, at *5 (E.D. Pa. Apr. 4, 2019) (granting final approval, analyzing amended Rule 23(e)(2) and the *Girsh* factors).

A. The Proposed Settlement Is Fair

The first two factors for the Court’s consideration under Rule 23(e)(2) are the adequacy of representation for the class and the arm’s length nature of the settlement negotiations. *See* Rule 23(e)(2)(A)-(B). These two factors dovetail into the third *Girsh* factor, which focuses on the stage of the proceedings and discovery completed. *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 102 (D.N.J. 2012). Here, the proposed Settlement is fair because the Litigation was at an advanced stage and the Settling Parties had a thorough understanding of the merits of their claims and defenses, and because it was the result of extensive arm’s-length negotiations conducted by experienced counsel, aided by a highly respected mediator.

³ The *Girsh* factors “are a guide and the absence of one or more does not automatically render the settlement unfair.” *In re Schering-Plough/Merck Merger Litig.*, 2010 WL 1257722, at *5 (D.N.J. Mar. 25, 2010) (Cavanaugh, J.).

First, Lead Plaintiff and Lead Counsel have adequately represented the Class as required by Rule 23(e)(2)(A) by diligently prosecuting this Litigation on their behalf, including among other things: (i) securing the Valeant Settlement; (ii) defeating PwC's motions to dismiss the §§11 and 10(b) claims; (iii) completing all fact and expert discovery, which included the production of millions of pages of documents from PwC, the Former Defendants, and non-parties, and more than 75 fact and expert depositions; (iv) prevailing on multiple motions to compel to obtain additional evidence; (v) successfully obtaining an R&R certifying the Class; (vi) opposing PwC's motion for summary judgment with detailed briefs, extensive documentary and testimonial evidence, a statement of disputed facts, a response to PwC's statement of undisputed facts, and expert reports; and (vii) engaging in multiple mediation sessions, supported by briefing, with Judge Phillips, as well as a mediation session before Magistrate Judge Singh.

Lead Plaintiff is an institutional investor who understands it is a "fiduciary to the class participants" (ECF 1486 at 2-7) and has dedicated substantial time and energy to representing the Class over the course of the last decade, including: (i) helping secure the Valeant Settlement; (ii) responding to discovery and producing a substantial volume of documents; (iii) testifying at an all-day deposition and demonstrating adequate familiarity with the Litigation (ECF 1482 at 13-17, 1486 at 2-7); and (iv) overseeing, monitoring, directing, and regularly communicating with

counsel. ECF 1761 at 41 (finding “pursuant to Rule 23(a)(4), Tucson has met its burden of demonstrating that it will be an adequate class representative”).

Lead Counsel possess substantial experience in prosecuting complex securities class actions in this Circuit and throughout the country, and Robbins Geller has successfully prosecuted hundreds of securities class actions on behalf of damaged investors. *See In re Valeant Pharms. Int’l, Inc. Sec. Litig.*, 2021 WL 358611, at *6 (D.N.J. Feb. 1, 2021) (noting that Robbins Geller achieved the Valeant Settlement while litigating “against ‘experienced lawyers from seven of the largest and most well-known defense firms’” and “despite Valeant’s deteriorating financial condition”), *aff’d in part*, 2021 WL 6881210 (3d Cir. Dec. 20, 2021); ECF 1761 at 42 (noting that “everything points to the fact that [Robbins Geller is] adequately qualified and experienced”); *In re AT&T Corp. Sec. Litig.*, 2005 WL 6716404, at *9 (D.N.J. Apr. 25, 2005) (“Lead Counsel [Robbins Geller] are highly skilled attorneys with great experience in prosecuting complex securities action[s], and their professionalism and diligence displayed during [this] litigation substantiates this characterization.”), *aff’d*, 455 F.3d 160 (3d Cir. 2006); *see also* www.rgrdlaw.com.

The collective tenacity of Lead Counsel and the sophistication of Lead Plaintiff resulted in this Settlement of \$96,000,000.00, which will provide significant and immediate relief to the Class. And, “counsel had an adequate appreciation of the merits of the case before negotiating” the Settlement. *Warfarin*, 391 F.3d at 537;

Schering-Plough/Merck., 2010 WL 1257722, at *10. As in *SEPTA*, “this litigation has been pending for more than a decade,” and “[e]ven the most cursory review of the docket in this matter reflects the vigorous advocacy and evident competence of Plaintiff as representative of the Settlement Class and its counsel. Accordingly, this factor weighs strongly in favor of approval of the Stipulation.” 2023 WL 1454371, at *9.

Second, Rule 23(e)(2)(B)’s evaluation of whether the Settlement was negotiated at arm’s length is readily met. The negotiations spanned more than seven years and involved in-person mediation sessions with Judge Phillips, along with many follow-up teleconferences, phone calls, and e-mail communications, as well as an in-person settlement conference with Magistrate Judge Singh. Settlement negotiations were adversarial, contested, and supported by mediation briefs, with highly sophisticated counsel on both sides. In fact, it was not until after years of failed settlement talks that Judge Phillips prepared a double-blind “mediator’s proposal” that was ultimately accepted.

“The participation of an independent mediator in settlement negotiations virtually ensures that the negotiations were conducted at arm’s length and without collusion between the parties.” *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at *8 (E.D. Pa. Jan. 25, 2016) (citation modified); *Bredbenner v. Liberty Travel, Inc.*, 2011 WL 1344745, at *10 (D.N.J. Apr. 8, 2011) (“Participation of an independent

mediator in settlement negotiations ‘virtually insures that the negotiations were conducted at arm’s length and without collusion between the parties.’”). Indeed, in *Viropharma*, the court found a presumption of fairness where “the parties negotiated the Settlement at arm’s-length, with the assistance of an experienced mediator, Judge Phillips.” 2016 WL 312108, at *8. Accordingly, this factor weighs in favor of approval.

B. The Benefits Under the Settlement Are Adequate

Rule 23(e)(2)(i), which overlaps with *Girsh* in many respects (*i.e.*, factors 1, 4-9), instructs the Court to consider the adequacy of the settlement relief in light of the costs, risks, and delay that trial and appeal would inevitably impose.⁴ Compare Fed. R. Civ. P. 23(e)(2)(i), with *Girsh*, 521 F.2d at 157. This aspect of Rule 23(e)(2)(i) also weighs in favor of approval.

Throughout this case, PwC has highlighted cases in which securities claims alleged against public auditors have failed at various stages. See, e.g., ECF 968 at 10-11, 13-15, 17-18; ECF 1713 at 11-13, 15-18, 24-27. Indeed, this Court dismissed fraud claims against PwC in the related opt-out actions. See *Lord Abbett Inv. Tr.-Lord Abbett Short Duration Income Fund v. Valeant Pharms. Int’l, Inc.*, 2018 WL 3637514,

⁴ *Girsh* factor 2, the reaction of the class to the settlement, does not yet apply, and will be addressed at the final approval stage after the Class Members have been given notice of the Settlement and had an opportunity to be heard. See *Fernandez v. DouYu Int’l Holdings*, 2025 WL 972836, at *9 (D.N.J. Mar. 31, 2025) (“At this stage, it is impossible to know the reaction of the class to the settlement.”).

at *3 (D.N.J. July 31, 2018). Accordingly, this case was hotly contested by PwC at every turn.

For example, PwC has consistently maintained that Tucson has failed to allege, and cannot prove, the element of falsity, asserting that its 2014 Audit Opinion is an inactionable statement of opinion. *See* ECF 165-1 at 11-15, 1713 at 10-15, 1730 at 2-5. PwC has also argued that Tucson and other Class Members cannot trace their purchases of Valeant common stock to the March 2015 Offering. ECF 165-1 at 16, 1485 at 15-24, 1713 at 27-30, 1730 at 14-16, 1769 at 13-16, 18-19. Regarding Tucson's §10(b) claim, PwC asserts no reasonable juror could find that PwC – the outside auditor who did not prepare Valeant's financial statements – acted with scienter. ECF 1713 at 15-27, 1730 at 5-14. PwC has also asserted that Tucson cannot establish loss causation and that PwC cannot be held liable for any declines in the prices of Valeant Securities attributable to the Valeant Defendants' alleged violations of the federal securities laws. *See, e.g.*, ECF 1713 at 35-43, 1730 at 18-24.

In sum, PwC and its experts expended significant resources attempting to disprove Tucson's assertions of falsity, loss causation, damages, scienter, and tracing, and would undoubtedly do so at trial. *See Girsh*, 521 F.2d at 157 (risks of establishing liability, damages, and maintaining a class action are factors that can support settlement approval). Even as of the date of this motion, PwC has vigorously objected to the Special Master's R&R certifying the Class and has submitted a comprehensive

motion for summary judgment supported by hundreds of exhibits and several expert reports. It is clear that, if they proceeded to trial, Lead Plaintiff's claims would be subject to disputed facts and extraordinarily complex expert testimony offered by PwC's experts that would conflict with Lead Plaintiff's experts. *See SEPTA*, 2023 WL 1454371, at *11 ("At trial, Plaintiff would have to rely extensively on expert witnesses on issues of accounting, loss causation, and damages."). As a result, crucial elements at trial would be reduced to a "battle of experts." *See In re Am. Bank Note Holographics*, 127 F. Supp. 2d 418, 426-27 (S.D.N.Y. 2001). Such a battle, and the inevitable appeals that await, would increase the expense – as well as the risk and delay – involved with advancing the Litigation toward a positive resolution for Lead Plaintiff and the Class. Lead Plaintiff believes its case is strong but acknowledges, as it must, that there are risks to litigation and ultimate recovery. *See Hacker*, 722 F. Supp. 3d at 500 (granting preliminary approval and recognizing in accounting restatement securities class actions that included auditor as a defendant, that "scienter would be a high and hard bar to clear"); *In re PAR Pharm. Sec. Litig.*, 2013 WL 3930091, at *6 (D.N.J. July 29, 2013) (noting "the inherent unpredictability and risk associated with damage assessments in the securities fraud class-action context").

The \$96 million all-cash Settlement is an outstanding result for the Class. It is the largest securities class action settlement against a public auditor in the last decade, and one of the largest such settlements ever in the Third Circuit. Lead Plaintiff and

Lead Counsel achieved this result, even though “[s]ecurities fraud class actions are notably complex, lengthy, and expensive cases to litigate.” *Id.* at *4; *see also Ins. Brokerage Antitrust Litig.*, 282 F.R.D. at 103 (“By reaching a favorable Settlement with most of the remaining Defendants prior to the disposition of Defendants’ renewed dismissal motions or even an eventual trial, Class Counsel have avoided significant expense and delay, and have also provided an immediate benefit to the Settlement Class.”).

The \$96 million recovery is also significant when compared to the dollar value of the underlying restatement. As alleged, Valeant’s restatement was for overstated product sales to Philidor in the second half of 2014. ¶¶299, 312. The restatement affected \$58 million of Valeant’s \$8.264 billion 2014 revenue, meaning the restatement was approximately 0.7% of Valeant’s 2014 revenue. ¶¶194(a), 299, 312. Thus, the \$96 million recovery exceeds the entire dollar amount of the \$58 million restatement.

Taking into account that the Litigation against PwC has been comprehensively litigated for a decade, the risks and uncertainties of continued litigation, trial, and inevitable appeals, and the significance of the recovery, the \$96 million proposed Settlement is certainly adequate. *See Girsh*, 521 F.3d at 157; *see also SEPTA*, 2023 WL 1454371, at *10-*11 (“Absent this settlement, the case is likely to continue to be litigated for several years and cost hundreds of thousands of dollars to prosecute. In

addition, there is no guarantee of success on Plaintiff's claims, as Defendants have proffered numerous affirmative defenses to Plaintiff's claims. As noted by Plaintiff, this Settlement avoids those risks while at the same time providing a substantial recovery for the Settlement Class.").

C. The Other Amended Rule 23(e)(2) Factors Are Met

Rule 23(e)(2) enumerates three additional factors that a court considers in approving a settlement: (i) the effectiveness of the proposed method for distributing relief; (ii) the terms of the proposed attorneys' fees; and (iii) the existence of any other "agreements." Fed. R. Civ. P. 23(e)(2)(C)(ii)-(iv). These factors will also be readily met.

1. The Proposed Method for Distributing Relief Is Effective

Under Rule 23(e)(2)(C)(ii), the method and effectiveness of the proposed notice and claims administration process are more than sufficient. The notice plan includes direct mail notice to all those who can be identified with reasonable effort, and direct e-mail notification to hundreds of financial institutions that regularly monitor proposed securities class actions, supplemented by the publication of the Summary Notice in *The Wall Street Journal*, and posting on *Business Wire*, an online newswire service. *See* Seeger Decl. at Ex. 2 (Declaration of Ross D. Murray Regarding Notice and Administration ("Murray Decl."), ¶¶5-15). In addition, a settlement-specific website will be utilized where key documents will be posted, including the

Stipulation, Notice, Proof of Claim, and Preliminary Approval Order. *See id.* at ¶17. Verita Global (“Verita”), the proposed Claims Administrator, estimates that the notice plan will reach approximately 95% of potential Class Members. *Id.* at ¶18.

The claims process is also effective and includes a standard claim form, which requests the information necessary to calculate a claimant’s recognized loss amount pursuant to the Plan of Allocation. The Plan of Allocation will govern how Class Members’ claims will be calculated and, ultimately, how money will be distributed to Authorized Claimants. The calculations were based primarily on Lead Plaintiff’s experts’ event study analyses estimating the amount of artificial inflation in the prices of Valeant Securities during the Class Period, and statutory formulas. A thorough claim review process, including how deficiencies are addressed, is also explained in the Murray Declaration. *Id.* at ¶¶21-27.

The Plan of Allocation is substantially similar to the plan of allocation already approved by the Court in the Valeant Settlement, as well as other plans approved in securities class actions. *See In re Valeant*, 2021 WL 358611, at *3; *see also SEPTA*, 2023 WL 1454371, at *12 (“[T]he Net Settlement Fund will be allocated to Class Members on a *pro rata* basis determined by the relative size of their loss. The Court finds that this Plan of Allocation treats Class Members equitably relative to each other, as required by Rule 23(e)(2)(D).”).

2. Attorneys' Fees and Expenses

Rule 23(e)(2)(C)(iii) addresses “the terms of any proposed award of attorney’s fees, including timing of payment.” ““The reasonableness of the requested attorney fee awards and costs will be further scrutinized at the final fairness hearing, where the Court will have before it a motion for final approval of the class action settlement and a motion for attorneys’ fees and costs”” *Taylor*, 2025 WL 1766148, at *8; *SEPTA*, 2023 WL 1454371, at *11 (The Court’s “role at this preliminary stage is not to approve those amounts but rather to simply determine that the proposal is reasonable for purposes of providing Notice to Class Members and scheduling a final fairness hearing.”).

As set forth in the proposed Notice, Lead Counsel will request attorneys’ fees in an amount not to exceed 30% of the Settlement Amount and litigation expenses in an amount not to exceed \$6.5 million, plus interest earned on these amounts at the same rate as earned by the Settlement Fund. Lead Plaintiff will apply for an award pursuant to 15 U.S.C. §78u-4(a)(4) in connection with its representation of the Class.

This fee request is supported by ample precedent from this Court and the Third Circuit in securities class actions. *See, e.g., Chabot v. Walgreens Boots All., Inc.*, 2024 WL 3250930, at *1 (M.D. Pa. Feb. 7, 2024) (awarding attorneys’ fees of 30% in \$192.5 million settlement); *In re Ikon Office Sols., Inc. Sec. Litig.*, 194 F.R.D. 166, 194 (E.D. Pa. 2000) (awarding attorneys’ fees of 30% on \$111 million recovery);

Schuler v. Meds. Co., 2016 WL 3457218, at *10 (D.N.J. June 24, 2016) (awarding attorneys' fees of 33% in a securities class action); *Sterling Heights Gen. Emps. ' Ret. Sys. v. Prudential Fin., Inc.*, 2016 WL 10570211, at *1 (D.N.J. Sep. 29, 2016) (awarding 30% fee); *see also In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 303 (3d Cir. 2005), as amended (Feb. 25, 2005) (citing with approval a "study of class action settlements between \$100 million and \$200 million that found recoveries in the 25-30% range were 'fairly standard'").

3. The Parties Have No Other Agreements Besides the Supplemental Agreement

Rule 23(e)(2)(C)(iv) calls for the disclosure of other agreements entered into in connection with the settlement of a class action. The Settling Parties have entered into a standard supplemental agreement, providing that PwC will have the right to terminate the Settlement in the event that valid requests for exclusion from the Class exceed the criteria set forth in the supplemental agreement. *See* Stipulation, ¶7.3.

4. Class Members Are Treated Equitably

The final factor, Rule 23(e)(2)(D), looks at whether Class Members are treated equitably. As discussed above, all Class Members are treated equitably under the terms of the Stipulation, which provides that each Class Member that properly submits a valid Proof of Claim and Release form will receive a *pro rata* share of the monetary relief based on the terms of the Plan of Allocation. Importantly, the Stipulation does not release any claims arising outside the Class Period.

Each factor identified under Rule 23(e)(2) and in the Third Circuit's *Girsh* opinion is satisfied. Given the litigation risks involved and the complexity of the underlying issues, the \$96 million recovery is a tremendous result. Lead Plaintiff and Lead Counsel respectfully submit that the Settlement is fair, reasonable, and adequate and that notice of the Settlement should be sent to the Class.

V. CERTIFICATION OF A CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE

In granting preliminary settlement approval, Lead Plaintiff also respectfully requests that the Court certify the proposed Class under Rules 23(a) and 23(b)(3). For purposes of Settlement only, the Settling Parties have agreed that the Court may certify the Litigation as a class action pursuant to Rules 23(a) and (b)(3), certify Lead Plaintiff as Class Representative, and appoint Lead Counsel as Class Counsel. The Settling Parties have stipulated, for purposes of Settlement, to the following Class definition: all Persons who purchased or otherwise acquired Valeant Securities between February 25, 2015 and March 15, 2016, inclusive.

Excluded from the Class are PwC, the Released Persons, as defined in the Stipulation and in the Stipulation of Settlement in this action dated December 15, 2019, and subject to the February 5, 2021 Order and Final Judgment (ECF 664), the present or former executive officers of PwC and members of their immediate families, present or former directors of PwC and members of their immediate families, any entity in which PwC has a controlling interest, the legal representatives, heirs,

successors, or assigns of any such excluded party, and any persons or entities who timely and validly request exclusion from the Class pursuant to the Notice and whose exclusion is accepted by the Court. The Class also excludes: those Persons who were excluded from the settlement approved by the Order and Final Judgment dated February 5, 2021 (ECF 664), except those Persons who (i) are listed on Exhibit A to that Order and Final Judgment and validly and timely requested exclusion from the Valeant Settlement; or (ii) filed an individual action identified on Exhibit B to that Order and Final Judgment, unless any such Person covered by (i) or (ii) has (a) asserted claims against PwC that were dismissed by the Court; or (b) previously released claims against PwC with respect to purchase(s) or acquisition(s) of Valeant Securities during the Class Period. *See* Stipulation, ¶1.4.

The propriety of certifying a class for purposes of settlement is well established in this Circuit. *See, e.g., In re NFL Players Concussion Inj. Litig.*, 775 F.3d 570, 583 (3d Cir. 2014) (“[P]reliminary analysis of a proposed class is . . . a tool for settlement used by the parties to fairly and efficiently resolve litigation.”); *In re Lucent Techs., Inc., Sec. Litig.*, 307 F. Supp. 2d 633, 639-40 (D.N.J. 2004) (“Class actions created for the purpose of settlement are well recognized under” Rule 23.).

Here, as further set forth in Lead Plaintiff’s motion for class certification and supporting briefs and exhibits (ECF 1481-1483, 1486), including the supporting expert reports of Steven P. Feinstein, Ph.D., CFA (“Feinstein Rpt.”) and Cynthia L.

Jones, CFA (“Jones Rpt.”), as well as the Special Master’s R&R granting, in part, Lead Plaintiff’s motion for class certification (ECF 1761), the requirements for certifying a class are met.

A. The Class Satisfies Rule 23(a)

Rule 23(a) permits certification if:

(1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Fed. R. Civ. P. 23(a); *see also Sterling Heights Gen. Emps.’ Ret. Sys. v. Prudential Fin., Inc.*, 2015 WL 5097883, at *3 (D.N.J. Aug. 31, 2015). The Class meets each requirement.

1. The Class Is Sufficiently Numerous

Courts in this Circuit have found that the numerosity requirement “is readily” met in securities cases involving an issuer whose stock trades publicly on the New York Stock Exchange (“NYSE”). *Sterling Heights*, 2015 WL 5097883, at *8; *In re Schering-Plough Corp./ENHANCE Sec. Litig.*, 2012 WL 4482032, at *3 (D.N.J. Sep. 25, 2012) (“[N]umerosity is ‘obviously’ present where the securities issuer is ‘a large and prominent publicly held company, and its SEC filings confirm that its shareholders number in the thousands.’”). Moreover, while there is no “‘minimum number,’” “the Rule 23(a) numerosity requirement is generally met” where a “class is

likely to exceed forty members.” *Korow v. Aaron’s Inc.*, 2013 WL 5811496, at *7 (D.N.J. July 31, 2013) (Shipp, J.).

Throughout the Class Period, Valeant averaged: (1) 342.62 million shares of common stock outstanding; (2) a market capitalization of \$58.32 billion; and (3) a daily trading volume of 7.4 million shares on the NYSE. ECF 1482 at 9. Additionally, over \$17 billion (par value) of Valeant senior notes were issued and/or outstanding during the Class Period. *Id.* As the Special Master correctly held, “[g]iven this, the numerosity element is more than met.” ECF 1761 at 35.

2. Common Questions of Law and Fact Bind the Class

Rule 23(a)(2) requires the existence of “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). To satisfy Rule 23(a)(2), a plaintiff need only demonstrate that the “common contention . . . must be of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Alfaro v. First Advantage LNS Screening Sols., Inc.*, 2017 WL 3567974, at *2 (D.N.J. Aug. 16, 2017) (Shipp, J.) (alteration in original).

Courts in this Circuit recognize that securities cases “often present a paradigmatic common question of law or fact of whether a company omitted material information or made misrepresentations that inflated the price of its stock.” *Roofer’s Pension Fund v. Papa*, 333 F.R.D. 66, 74-75 (D.N.J. 2019). Because Lead Plaintiff

alleges injury from the same material misrepresentations and omissions as the proposed Class, commonality is easily satisfied. ECF 1761 at 35-36. *Schering-Plough*, 2012 WL 4482032, at *4; *Li v. Aeterna Zentaris, Inc.*, 324 F.R.D. 331, 339 (D.N.J. 2018) (“Since a single question of fact suffices to satisfy commonality, it is easily met.”), *aff’d sub nom., Vizirgianakis v. Aeterna Zentaris, Inc.*, 775 F. App’x 51 (3d Cir. 2019).

Lead Plaintiff alleges that PwC falsely and misleadingly certified in its 2014 Audit Report that Valeant’s financial statements were accurate and prepared in conformity with GAAP, that Valeant had effective internal controls, and that PwC conducted its 2014 audit in accordance with applicable PCAOB standards. ¶¶563-565. Thus, virtually all of the questions of law or fact are common to proposed Class Members, including whether: (i) PwC’s statements and omissions violated the federal securities laws; (ii) PwC acted with the requisite state of mind when making material misrepresentations or omissions; (iii) Valeant’s year-end financial statements for 2014 violated GAAP and PwC’s 2014 audit violated auditing standards; and (iv) investors suffered damages when the artificial inflation in the price of Valeant securities, created or maintained by PwC’s false or misleading statements and/or omissions, was removed. As the Special Master recognized, “commonality is a low bar” and “[t]hese grievances are clearly common to all of the potential claimants and, therefore, the commonality element is met.” ECF 1761 at 35-36.

3. Lead Plaintiff's Claims Are Typical

Rule 23(a)(3) requires a showing that “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). Typicality “ensures the interests of the class and the class representatives are aligned so that the latter will work to benefit the entire class through the pursuit of their own goals.” *In re NFL Players Concussion Inj. Litig.*, 821 F.3d 410, 427-28 (3d Cir. 2016) (citation modified). The Third Circuit has “set a ‘low threshold’ for typicality” so that “[e]ven relatively pronounced factual differences will generally not preclude a finding of typicality where there is a strong similarity of legal theories or where the claim arises from the same practice or course of conduct.” *Id.* at 428 (citation modified).

Finding Rule 23(a)(3)’s typicality requirement satisfied, courts in this Circuit and throughout the country have certified securities class actions where, as here, purchasers of different types of securities issued by the same company were included in the class definition. *See, e.g., Schering-Plough*, 2012 WL 4482032, at *12 (common stock, preferred stock, and options); *In re DVI Inc. Sec. Litig.*, 249 F.R.D. 196, 220 (E.D. Pa. 2008) (common stock and bonds), *aff’d*, 639 F.3d 623 (3d Cir. 2011). Additionally, courts in the Third Circuit have repeatedly certified securities class actions alleging claims under both the Exchange Act and the Securities Act. *See Schering-Plough*, 2012 WL 4482032, at *2; *Smith v. Suprema Specialties, Inc.*, 2007

WL 1217980, at *2-*3 (D.N.J. Apr. 23, 2007); *W. Palm Beach Police Pension Fund v. DFC Glob. Corp.*, 2016 WL 4138613, at *15 (E.D. Pa. Aug. 4, 2016).

Lead Plaintiff's claims are typical of the absent Class Members. The SAC alleges that PwC made material misrepresentations and omitted material facts necessary to make PwC's public statements not false or misleading by issuing a clean 2014 Audit Report. ¶¶562-648. When the truth was revealed, the price of Valeant securities plummeted. ¶¶483-538. Thus, Tucson, who asserts that it purchased Valeant securities during the proposed Class Period and in and/or traceable to the March 2015 Offering, and all other Class Members were damaged by the same alleged course of conduct. ECF 80-3 (Tucson Certification); *Li*, 324 F.R.D. at 340. As the Special Master concluded, "Tucson has met its burden of demonstrating typicality." ECF 1761 at 41.

4. Lead Plaintiff and Class Counsel Are Adequate

The adequacy requirement of Rule 23(a)(4) "serves to uncover conflicts of interest between named parties and the class they seek to represent." *Amchem Prods. v. Windsor*, 521 U.S. 591, 625 (1997). As the Third Circuit holds, "[t]he adequacy requirement primarily examines two matters: the interests and incentives of the class representatives, and the experience and performance of class counsel." *In re Cmty. Bank of N. Va. Mortg. Lending Pracs. Litig., PNC Bank NA*, 795 F.3d 380, 392 (3d. Cir. 2015). Class representatives are found to be adequate if they "have a minimal

degree of knowledge about the case, and have no conflict of interest with class counsel, and members of the class.” *In re Conduent Inc. Sec. Litig.*, 2022 WL 17406565, at *3 (D.N.J. Feb. 28, 2022) (citation modified); *Papa*, 333 F.R.D. at 77.

The typicality of Tucson’s claims and the common questions of law and fact ensure Tucson’s adequate representation of the proposed Class. Tucson asserts that it purchased artificially inflated Valeant securities in the open market and in and/or traceable to Valeant’s March 2015 Offering. ¶32; *see also* ECF 80-3 (Tucson Certification). Accordingly, Tucson’s interests are aligned with those of the absent Class Members.

As set forth above, Tucson has already successfully represented the interests of the proposed Class and demonstrated its adequacy in helping reach the Valeant Settlement. Additionally, since becoming an additional plaintiff in 2016 and then Lead Plaintiff in 2022, Tucson has overseen the Litigation and worked with Lead Counsel to protect the proposed Class Members’ interests. *See* ECF 1482 at 14-15. As the Special Master concluded, “Tucson has met its burden of demonstrating that it will be an adequate class representative.” ECF 1761 at 41.

Tucson also engaged Robbins Geller, “proposed class counsel [that] is highly qualified to represent the class.” *Sterling Heights*, 2015 WL 5097883, at *9. This Court has already noted Lead Counsel’s “‘successful track record of prosecuting securities class actions,’” and found that “this case [was] no exception,” with Robbins

Geller “litigat[ing] this case against ‘experienced lawyers from seven of the largest and most well-known defense firms.’” *In re Valeant*, 2021 WL 358611, at *6; *see also Skeway v. China Nat. Gas, Inc.*, 304 F.R.D. 467, 475 (D. Del. 2014) (finding adequacy of counsel where “Lead Counsel and Liaison Counsel are experienced in both complex class litigation and securities actions”).

B. The Class Satisfies the Requirements of Rule 23(b)(3)

Rule 23(b)(3) authorizes class certification if “the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). The proposed Class meets this standard.

1. Common Legal and Factual Questions Predominate

As the Supreme Court has noted, predominance is a test “readily met” in cases alleging securities fraud. *Amchem*, 521 U.S. at 625; *see also In re Pharmaprint, Inc. Sec. Litig.*, 2002 WL 31056813, at *7 (D.N.J. Apr. 17, 2002) (“Common issues are predominant in this litigation based on Lead Plaintiffs’ allegation that Defendants made material misrepresentations to the general investing public.”); *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 122 (D.N.J. 2002) (“Although individual damage claims will differ depending on when and what type of stock was acquired, these issues cast no doubt on the finding of predominance.”).

Here, the Class' claims depend on the same factual circumstances – a single wrongful course of alleged conduct that would need to be proven for each claim to succeed. ¶¶324-395. Lead Plaintiff alleges that this course of conduct artificially inflated (or artificially maintained) the prices of Valeant Securities. ¶¶480-481. When the truth regarding the alleged falsity of PwC's 2014 Audit Report (and Valeant's true financial condition and improper accounting practices) was revealed through a series of disclosures between October 19, 2015 and March 15, 2016, the price of Valeant securities fell and Class Members were damaged. ¶¶483-484, 495-533, 536-538.

The Class' claims also depend on proof of common legal issues. For instance, to establish liability for its Securities Act claims, the Class must prove that PwC made materially false or misleading statements of fact in the registration statement for the March 2015 Offering. 15 U.S.C. §§77k, 77l(a)(2). Thus, the Securities Act claims focus on the contents of the March 2015 Offering Materials, which incorporated PwC's 2014 Audit Report, and are well-suited for class treatment. ¶¶790-833; *see In re Constar Int'l Inc. Sec. Litig.*, 585 F.3d 774, 783 (3d Cir. 2009); *Dartell v. Tibet Pharms., Inc.*, 2016 WL 718150, at *4 (D.N.J. Feb. 22, 2016). The Class' Exchange Act claims turn on proof of the same false statements in the 2014 Audit Report underpinning the Securities Act claims, as well as additional common legal issues. ¶¶561-648. The Supreme Court holds that questions of whether a defendant

knowingly and/or recklessly made public material misstatements and/or omissions (*i.e.*, the scienter, falsity, and materiality elements of a §10(b) claim) and whether the revelation(s) of the alleged fraud proximately caused that company's stock price to decline (*i.e.*, the loss causation element) are each common questions of law and fact that predominate over individualized ones. *See Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 467-70, 475 (2013); *Erica P. John Fund, Inc. v. Halliburton Co.*, 563 U.S. 804, 813 (2011) ("*Halliburton P*").

2. A Class Action Is Superior to Other Methods of Adjudication

The second Rule 23(b)(3) requirement is that the Court determines that "a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). "Generally, 'as a practical matter, investors defrauded by securities law violations have no recourse other than class relief.'" *Papa*, 333 F.R.D. at 78; *see also Suprema*, 2007 WL 1217980, at *10 ("[C]lass actions are favored in the securities litigation context because they are necessary to meaningfully enforce the securities laws."). As a result, courts in this District consistently recognize that the class action device is superior to other available methods for the fair and efficient resolution of large-scale securities class actions comprised of thousands of separate individual cases. *See Papa*, 333 F.R.D. at 78.

As explained in *Amchem*, "[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present

intractable management problems . . . for the proposal is that there be no trial.” 521 U.S. 591 at 620. Thus, any manageability problems that may have existed here are eliminated by the Settlement. *See also* ECF 1761 at 43 (Special Master concluding “a class action [is] superior to individual suits”).

3. The Court Should Appoint Lead Plaintiff as Class Representative and Appoint Lead Counsel as Class Counsel

Lead Plaintiff also requests that the Court appoint Tucson to serve as representative for the Class and to appoint Robbins Geller to serve as Class Counsel for the Class pursuant to Rule 23(g). As discussed before, Lead Plaintiff has adequately represented the interests of the absent members of the Class. Likewise, Lead Counsel: (i) have already done substantial work in prosecuting the claims in this Litigation; (ii) are experienced in handling complex litigation and claims (especially of the type asserted here); and (iii) have extensive knowledge of the applicable laws. In addition, Lead Counsel have devoted considerable time and resources to this Litigation. These facts support appointing Robbins Geller as Class Counsel. *See* ECF 1482 at 17-18.⁵

⁵ The Class is also ascertainable because it is defined clearly based on objective criteria and class members can easily be identified by referencing shareholder acquisition records. *See In re Celgene Corp. Sec. Litig.*, 2020 WL 8870665, at *12 (D.N.J. Nov. 29, 2020).

VI. THE PROPOSED NOTICE PROGRAM SATISFIES RULE 23 AND DUE PROCESS

Rule 23(e) governs notice requirements for settlement or “compromises” in class actions. The Rule provides that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). In addition, Rule 23(c)(2)(B) requires a certified class to receive “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

Here, the Settling Parties have negotiated the form of the notices to be disseminated to all Persons who fall within the Class definition and whose names and addresses can be identified with reasonable effort. The proposed Notice, Summary Notice, and Postcard Notice are attached to the Proposed Preliminary Approval Order as Exhibits A-1, A-3, and A-4, respectively.

The proposed Notice apprises Class Members of (among other disclosures) the nature of the Litigation, the definition of the Class, the claims and issues in the Litigation, and the claims that will be released in the Settlement. The Notice also: (i) advises that a Class Member may enter an appearance through counsel if desired; (ii) describes the binding effect of a judgment on Class Members under Rule 23(c)(3); (iii) states the procedures and deadline for Class Members to exclude themselves from the Class and for objection to the proposed Settlement, the proposed Plan of

Allocation, and the requested attorneys' fees and expenses; (iv) states the procedures and deadline for submitting a Proof of Claim and Release form to recover from the Settlement; and (v) provides the date, time, and location of the Settlement Hearing. The Settling Parties further propose to supplement the mailed and e-mailed Postcard Notice with the Summary Notice, to be published once in the national edition of *The Wall Street Journal* and once over *Business Wire*, a national newswire service. See §V.C.1, *supra*.

Lead Plaintiff also requests that the Court appoint Verita as Claims Administrator to provide all notices approved by the Court to Class Members, to process Proof of Claim and Release forms, and to administer the Settlement. Verita, formerly known as Gilardi & Co., was appointed as the claims administrator by this Court in the Valeant Settlement, and is a recognized leader in legal administration services for class action settlements and legal noticing programs in the country, and has implemented successful claims administration programs in more than a thousand securities class actions. See Murray Decl., ¶4; *see also*, www.veritaglobal.com.⁶

The proposed notice plan here readily meets the Rule 23 standards, is typical of the notice plan from the earlier Valeant Settlement in this Litigation, and is typical of notice plans in similar actions, and should be approved by the Court. See, e.g., ECF 515 (granting preliminary approval); *SEPTA*, 2023 WL 1454371, at *13-*14

⁶ In July 2024, Gilardi & Co. announced its rebranding as Verita.

(approving a nearly identical notice program and reasoning, “the Court is satisfied that its form and substance meet the requirements of [Rules] 23(c)(2)(B) and 23(e)(1), as well as the PSLRA and due process”).

VII. PROPOSED SCHEDULE OF EVENTS

Lead Plaintiff respectfully proposes the following schedule of events leading to the Settlement Hearing, which are also set forth in the proposed Preliminary Approval Order (“PAO”):

Date for commencing the mailing of the Postcard Notice to the Class and posting the Notice and Proof of Claim and Release on the case-designated website (the “Notice Date”)	20 calendar days after the PAO is signed
Deadline for publishing the Summary Notice	7 calendar days after the Notice Date
Deadline for filing of papers in support of final approval of the Settlement, Plan of Allocation, and Lead Counsel’s application for attorneys’ fees and expenses	35 calendar days prior to the Settlement Hearing
Deadline for requesting exclusion from the Class or filing objections	21 calendar days prior to the Settlement Hearing
Lead Counsel to provide PwC’s Counsel with copies of Requests for Exclusion and any written revocation of Requests for Exclusion	11 calendar days prior to the Settlement Hearing
Deadline for filing reply papers	7 calendar days prior to the Settlement Hearing
Deadline for Lead Counsel to serve on PwC’s Counsel proof, by affidavit or declaration, of mailing and publishing notice	7 calendar days prior to the Settlement Hearing

Deadline for written revocation of Request for Exclusion	11 calendar days prior to the Settlement Hearing
Deadline for Class Members to file Proof of Claim and Release forms	90 calendar days after the Notice Date
Settlement Hearing	At least 100 calendar days from the date of filing Lead Plaintiff's motion for preliminary approval, at the Court's convenience

VIII. CONCLUSION

Lead Plaintiff and Lead Counsel obtained an outstanding Settlement on behalf of the Class after a decade of hard-fought litigation. For the reasons set forth herein, Lead Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement and enter the accompanying Preliminary Approval Order.

Respectfully submitted,

DATED: September 10, 2026

SEEGER WEISS LLP
CHRISTOPHER A. SEEGER
JENNIFER R. SCULLION

s/ Christopher A. Seeger

CHRISTOPHER A. SEEGER

55 Challenger Road, 6th Floor
Ridgefield Park, NJ 07660
Telephone: 973/639-9100
973/639-9393 (fax)
cseeger@seegerweiss.com
jscullion@seegerweiss.com

Local Counsel

ROBBINS GELLER RUDMAN
& DOWD LLP
JAMES E. BARZ
FRANK A. RICHTER
200 South Wacker Drive, 31st Floor
Chicago, IL 60606
Telephone: 630/696-4107
jbarz@rgrdlaw.com
frichter@rgrdlaw.com

ROBBINS GELLER RUDMAN
& DOWD LLP
DARREN J. ROBBINS
THEODORE J. PINTAR
CHRISTOPHER R. KINNON
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)
darrenr@rgrdlaw.com
tedp@rgrdlaw.com
ckinnon@rgrdlaw.com

ROBBINS GELLER RUDMAN
& DOWD LLP
ROBERT J. ROBBINS
KATHLEEN B. DOUGLAS
STEPHEN R. ASTLEY
BAILIE L. HEIKKINEN
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432
Telephone: 561/750-3000
561/750-3364 (fax)
rrobbins@rgrdlaw.com
kdouglas@rgrdlaw.com
sastley@rgrdlaw.com
bheikkinen@rgrdlaw.com

Lead Counsel for Plaintiff