

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAE LEE, on behalf of himself and all others
similarly situated,

Case No. 7:23-cv-03834-CS

Plaintiff,

v.

TARO PHARMACEUTICALS U.S.A., INC.,

Defendant.

FIRST STIPULATION TO AMEND THE SETTLEMENT AGREEMENT

This First Stipulation to Amend the Settlement Agreement (“First Amendment”) is entered into by and between JAE LEE (“Plaintiff”), individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 26), and TARO PHARMACEUTICALS U.S.A. INC. (“Defendant” or “Taro”) (collectively the “Parties”), in the action *Lee v. Taro Pharmaceuticals U.S.A., Inc.*, Case No. 7:23-cv-03834-CS (the “Action”), pending in the U.S. District Court for the Southern District of New York (the “Court”), by and through their undersigned attorneys, subject to the approval of the Court.¹

RECITALS

WHEREAS, on January 25, 2024, the Parties entered into the Settlement Agreement, which Plaintiff filed with the Court on January 26, 2024 in connection with Plaintiff’s motion for preliminary approval of the Settlement Agreement;

WHEREAS, on January 30, 2024, the Court directed the Parties to address certain questions related to the Settlement Agreement; and

WHEREAS, in response to those questions, the Parties have agreed to enter this First Amendment to clarify the Settlement Agreement;

NOW, THEREFORE, the Parties agree to amend the Settlement Agreement, subject to Court approval, as follows:

¹ The Settlement Agreement refers to the Stipulation and Settlement Agreement in the Action, dated as of January 25, 2024 (“Settlement Agreement”). Unless otherwise defined herein, defined terms have the same meaning as in the Settlement Agreement.

Paragraph 45 of the Settlement Agreement is hereby amended to read as follows:

Maximum Settlement Cap. The maximum amount to be paid by Taro in the aggregate (the “Maximum Settlement Cap”) for all valid Settlement Class Member claims for Credit Monitoring Services, Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments, as well as Notice and Administration Expenses, is capped at \$190,000. In the event that the total amount of valid claims for Credit Monitoring Services, Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments submitted during the Claims Period, as well as Notice and Administration Expenses, exceeds \$190,000, the amount of each valid claim will be reduced proportionally and paid after the Effective Date, with all claims for Credit Monitoring Services fulfilled first, followed by, in order of priority, Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments. If the total amount of valid claims for Credit Monitoring Services, Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments submitted during the Claims Period, as well as Notice and Administration Expenses, is in the aggregate less than \$190,000, then the valid claims will be paid in full after the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Stipulation, by and through their duly authorized undersigned attorneys, as of January 31, 2024.

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U.S.A., Inc.*