UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OHIO

EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION This Document Relates to: ALL THIRD PARTY PAYOR ACTIONS	MDL 2804 Case No. 1:17-md-2804 **CLASS ACTION SETTLEMENT AGREEMENT AMONG THIRD PARTY PAYORS AND THE TEVA DEFENDANTS**

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This Settlement Agreement, including all exhibits attached hereto (collectively, the "*Agreement*"), is entered into as of June 3, 2026, by and between Defendant Teva, as defined below, and Class Representatives, as defined below, both individually and on behalf of the Class in the above-captioned action. The Class Representatives, the Class, and Teva are collectively referred to for purposes of this Agreement as the "*Settling Parties*," and each, individually, a "*Settling Party*." This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

A. "*Action(s)*" means a lawsuit purportedly brought on behalf of any Third Party Payor against Teva coordinated under MDL No. 2804, *In re National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) ("*MDL No. 2804*") or a similar action filed in any other court ("*Parallel*" Actions), including, but not limited to, the Actions listed in Exhibit A.

B. "Alleged Opioid Enterprise Members" include any Defendant or Defendants, Teva, any named or unnamed front groups, key opinion leaders, pharmacy benefit managers ("PBMs"), and other members of the supply chain for Products and/or industry related to Products, as so alleged in the TPP Bellwether Complaints.

C. "*Allocated Amount*" means the amount of the Net Settlement Funds payable to the Qualifying Class Member at issue.

D. "*Attorneys' Fees and Expenses*" means (a) payment to Plaintiffs' counsel of attorneys' fees and reimbursable costs and charges (including expert and consulting fees) in an amount to be determined by the Court; and (b) payment of Service Awards to Class Representatives, if any, in an amount to be determined by the court. Attorneys' Fees and Expenses shall be paid from the Settlement Funds.

E. "Claim(s)" means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, remediation, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

F. "*Claim-Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

G. "*Claim Form*" means the document or online form, in the form attached as Exhibit C to this Agreement, that Class Members must submit to the Notice and Claims Administrator to receive a payment pursuant to this Agreement.

H. "*Class*" or "*Settlement Class*" has the meaning set forth in Section III.A.

I. "*Class Counsel*" or "*Settlement Class Counsel*" means, collectively, Elizabeth J. Cabraser and Eric B. Fastiff of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller and Mark J. Dearman of Robbins Geller Rudman & Dowd LLP, and James R. Dugan, II of The Dugan Law Firm, APLC, noting that putative class member United Health Corporation is and has been represented by Thomas Mahlum of Robins Kaplan LLP pursuant to Federal Rule of Civil Procedure 23(c)(2)(B)(iv).

J. "*Class Member*" or "*Settlement Class Member*" means an entity that falls within the definition of the Class and does not elect to opt out of the Class. For the avoidance of doubt, each Class Representative is a Class Member.

K. "*Class Representative(s)*" or "*Settlement Class Representative(s)*" means Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

L. "*Co-Lead Class Counsel*" or "*Co-Lead Settlement Class Counsel*" means Elizabeth J. Cabraser of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller of Robbins Geller Rudman & Dowd LLP, who serve in their capacity as members of the Court-appointed Settlement Negotiating Committee, and James R. Dugan, II of The Dugan Law Firm, APLC.

M. "*Court*" means the United States District Court for the Northern District of Ohio.

N. "Covered Conduct" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity of any kind whatsoever, from the beginning of time up to and through the Effective Date of this Agreement and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity arising from or relating in any way to (a) the availability, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use, misuse or abuse of, diversion of, or operating procedures relating to, any Product, or any system, plan, policy, procedure, or advocacy relating to any Product or class of Products, or medical state or condition related to use of any Product, including, but not limited to, any unbranded or branded promotion, marketing, or advertising, unbranded information, patient support or assistance educational programs, consultancy, research or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product or class of Products or medical state or condition related to use of any Product; (b) the characteristics, properties, risks, or benefits of any Product or class of Products or medical state or condition related to use of any Product; (c) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for, or sales, or prescribing of, any Product or class of Products; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of any Product; and/or (e) diversion control programs or suspicious order monitoring (or lack thereof) or monitoring of prescribing (or lack thereof) related to any Product; provided, however, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include (a) noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals; or (b) antitrust violations, breach of contract, or other commercial claims arising in the ordinary course of business between a Releasor and Teva that are wholly unrelated to the Released Claims.

O. "Defendants" means Purdue Pharma, L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Par Pharmaceutical, Inc.; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica n/k/a Janssen Pharmaceuticals, Inc.; Johnson & Johnson; Noramco, Inc.; Tasmanian Alkaloids Pty. Ltd.; Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Allergan Limited f/k/a Allergan plc f/k/a Actavis plc f/k/a Allergan, Inc.); Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; Allergan USA, Inc.; Watson Laboratories, Inc.; Warner Chilcott Company, LLC; Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.; Actavis South Atlantic LLC; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Actavis Totowa LLC; Actavis LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc.-Salt Lake City; Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida; Mallinckrodt plc; Mallinckrodt LLC; McKesson Corporation; Cencora, Inc.; Cardinal Health, Inc.; CVS Indiana, LLC; CVS Rx Services, Inc.; CVS TN

Distribution, LLC; CVS Orlando Florida Distribution, LLC; CVS Pharmacy, Inc.; Louisiana CVS Pharmacy, L.L.C.; Pennsylvania CVS Pharmacy L.L.C.; New Jersey CVS Pharmacy, L.L.C., Oklahoma CVS Pharmacy, L.L.C., CVS Health Corporation; Walgreens Holding Company, f/k/a Walgreens Boots Alliance, Inc.; Walgreen Co.; Walgreen Eastern Co., Inc.; Walmart Inc. f/k/a Wal-Mart Stores, Inc.; and Wal-Mart Stores East, LP.; and any and all other persons and entities named as Defendants in any lawsuit coordinated under or Parallel to MDL No. 2804.

P. "*Effective Date*" means the date of Final Judgment.

Q. "Escrow Account" means the interest-bearing account to be established and controlled by the Escrow Agent as set forth in Section IV.C.

R. "*Escrow Agent*" means Citibank, N.A., the escrow agent the Court approved.

S. "*Fairness Hearing*" means the proceedings to be held before the Court to determine whether the Class should be finally certified for settlement purposes; whether the Settlement should be approved as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e)(2); whether a final judgment should be entered; and whether the motion for award of Attorneys' Fees and Expenses and Service Awards, if any, should be granted.

T. "*Fee and Expense Award*" means an award by the Court of Attorneys' Fees and Expenses.

U. "*Final Approval Order*" means the order entered by the Court, pursuant to Section V.H, approving this Agreement and directing the dismissal with prejudice of the Actions against Teva. The Final Approval Order shall be substantially in the form of the order attached hereto as Exhibit E, subject to Section V.A.2.

V. "Final Judgment" means the Final Approval Order when it has become final and non-appealable. The Final Approval Order shall be deemed to be the Final Judgment on: (a) the day following the expiration of the deadline for appealing the entry by the Court of the Final Approval Order (or for appealing any ruling on a timely motion for reconsideration of such Final Approval Order, whichever is later), if no such appeal is filed; or (b) if an appeal of the Final Approval Order is filed: (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Final Approval Order, or deny any such appeal or petition for certiorari, such that no further appeal is possible; or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline, including any extensions of time, for filing a petition for certiorari to the United States Supreme Court.

W. "*Net Settlement Funds*" means the Settlement Funds, less the payments set forth in Section VII.B.

X. "*Non-Party Covered Conduct Claim*" means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

Y. "*Non-Party Settlement*" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

Z. "*Non-Released Entity*" means an entity that is not a Released Entity.

AA. "*Notice*" means the Court-approved form of the notice advising Class Members of their rights with respect to this Agreement in accordance with Section V.D.

BB. "*Notice and Administrative Costs*" means the reasonable sum of money to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, including taxes and tax service costs, as approved by the Court.

CC. "*Notice and Claims Administrator*" means A.B. Data, Ltd., the notice and claims administrator approved by the Court.

DD. "*Notice Order*" means the Court order authorizing the dissemination of Notice to the Class.

EE. "*Notice Plan*" means the plan for distribution of Notice that is subject to Court approval as set forth in Section V.C.2.

FF. "*Objection*" means a written objection to the Settlement, or any part of this Agreement, as set forth in Section V.F.

GG. "*Opt-Out Form*" has the meaning set forth in Section V.G.

HH. "*Plaintiffs*" means the Third Party Payors that filed cases against Teva in federal court, which cases are coordinated as part of MDL No. 2804, or in state court, which cases are pending Parallel to MDL No. 2804, including, but not limited to, those Actions listed in Exhibit A. A non-exhaustive list of Plaintiffs that filed cases against Teva can be found in Exhibit B.

II. "*Plan of Allocation*" means the plan or formula of allocation of the Settlement Funds, to be approved by the Court, whereby the Net Settlement Funds shall in the future be distributed to Class Members.

JJ. "*Preliminary Approval Order*" means the order (or orders) of the Court preliminarily approving this Agreement and the Settlement, as set forth fully in Section V.C. The Preliminary Approval Order submitted to the Court shall be substantially in the form of the order attached hereto as Exhibit D, subject to Section V.A.1.

KK. "Product" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: (1) carisoprodol; gabapentin; a benzodiazepine, including chlordiazepoxide, clobazam, clorazepate, lorazepam, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, or midazolam,; (2) zolpidem when used in combination with opioids or opiates; and (3) a combination or "cocktail" of any chemical substance, including but not limited to any stimulant, prescribed, sold, bought, or dispensed to be used together with opioids or opiates. "Product" includes, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, dihydrocodeine, levorphanol, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances, or any similar substance. "Product" also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentences. Further, "Product(s)" includes, but is not limited to, the following: (a) Anexsia, Bancap HC, Combunox, Dilaudid, Dilaudid HP, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, Vicodin ES, Vicodin HP, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; (b) Aspirin + butalbital + caffeine + codeine phosphate, Fentanyl citrate injection, Fentanyl citrate tablet, Fentanyl transdermal, Homatropine methylbromide + hydrocodone bitartrate, Hydrocodone + acetaminophen, Hydrocodone + ibuprofen, Hydromorphone tablet, Meperidine hydrochloride injection, Meperidine hydrochloride tablet, Morphine sulfate capsule, Morphine sulfate injection, Morphine sulfate tablet, Oxycodone, Oxycodone + acetaminophen, Oxycodone + aspirin, Oxycodone + hydrochloride, Oxycodone + ibuprofen, Oxymorphone tablet, Tramadol hydrocholoride, and any type, version, strength, or dosage of the foregoing; and (c) Duragesic, Nucynta, Nucynta ER, Tylenol with Codeine, Tylox, Ultram, Ultram ER, Ultracet, and any type, version, strength, or dosage of the foregoing.

LL. "*Qualifying Class Members*" means Class Members that submit a Claim Form and that have been determined by the Notice and Claims Administrator to be eligible under the Plan of Allocation to receive an Allocated Amount.

MM. "*Released Claims*" means any and all Claims, including Unknown Claims, against the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against the Released Entities by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by any Releasors (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such Claims relate to Covered Conduct. "Released Claim" shall be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of individuals or entities outside the Class, including Claims by individuals for personal injuries. Nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

NN. "*Released Entities*" means Teva and:

1. all past and present subsidiaries, divisions, affiliates, predecessors, successors, and assigns (in each case, whether direct or indirect) of Teva;

2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);

3. the respective past and present officers, directors, members, partners, trustees, employees, agents and attorneys of any of the foregoing (each for actions that occurred during and related to their work for, or employment with Teva or the foregoing entities);

4. all past and present joint ventures (whether direct or indirect) of Teva or its subsidiaries, including in Teva's or its subsidiary's capacity as a participating member in such joint venture;

5. all direct or indirect parents and shareholders of Teva (solely in their capacity as parents or shareholders of Teva with respect to Covered Conduct); and

6. any insurer of Teva or any person or entity otherwise described in subsections (1)-(5) above (solely in its role as insurer of such person or entity and subject to the last sentence of Section I.MM.).

Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, CVS Health Corp., Walgreens Boots Alliance, Inc., and Walmart Inc. (collectively, the "*Pharmacies*" and each, a "*Pharmacy*") are not Released Entities, nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of Teva is a Released Entity, including any joint venture between Teva or Teva's subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); *provided*, *however*, that any joint venture partner of Teva or Teva's subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Teva after the Effective Date is not a Released Entity.

OO. "Releasors" means Plaintiffs, any Class Representatives, the Class, all Class Members and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, departments, boards, committees, sister companies, affiliates, joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, contractors, vendors, independent stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing and any person or other entity claiming by or through any of the foregoing), provided, however, that any entity excluded from being a Class Member under Section III.A.1.b. is excluded from the definition of Releasor. The inclusion or exclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

PP. "*Service Award(s)*" means any award made by the Court to the Class Representatives in connection with their service as representatives of the Class. Service Awards shall be paid from the Settlement Funds.

QQ. "*Settlement*" means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.

RR. "*Settlement Amount*" means the agreed upon total payment of forty-five million U.S. Dollars ($45,000,000.00), inclusive of any and all expenses, fees, and costs, including without limitation any common benefit assessment owed pursuant to the Ongoing Common Benefit Order in MDL No. 2804,[1] which sums represent compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for costs incurred to pay for the care and treatment of individuals with substance use disorder, opioid use disorder, or other opioid-related conditions.

SS. "*Settlement Funds*" means the Settlement Amount plus any interest that may accrue on the Settlement Amount from the date Teva pays the Settlement Amount or any portion thereof.

TT. "*Teva*" includes, but is not limited to Teva Pharmaceutical Industries Ltd.; Teva Pharmaceuticals USA, Inc.; Watson Laboratories, Inc.; Actavis LLC; Actavis Pharma, Inc., f/k/a Watson Pharma, Inc.; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Warner Chilcott Company, LLC; Actavis South Atlantic LLC; Actavis Totowa LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc., f/k/a Watson Laboratories, Inc.-Salt Lake City; Actavis Laboratories FL, Inc., f/k/a Watson Laboratories, Inc.-Florida; and Anda, Inc. Teva does not include Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson

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[1] For the avoidance of doubt, the Settlement Amount is limited to $45,000,000.00 and under no circumstances will Teva be responsible for any additional expenses, costs, or fees related to the Settlement. Teva shall not be responsible for making payments for any attorneys' fees and costs, beyond amounts specified in this Agreement, including but not limited to any attorneys' fees and costs due as a consequence of this Agreement into any common benefit fund. Thus, in the event any court orders payment into a common benefit fund, the money will be paid out of the Settlement Amount by Class Counsel, the timing of which shall be subject to the same installments as Teva's settlement payments, and Teva shall not be responsible for making any payment beyond the Settlement Amount.

Pharmaceuticals, Inc.), and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc).

UU. "*Teva's Counsel*" means Morgan Lewis & Bockius LLP, or any other law firm so designated in writing by Teva.

VV. "*Third Party Payor*" means an entity meeting the criteria defined in Section III.A.1.a.

WW. "TPP Bellwether Complaints" means the complaints filed in Case Nos. 17-op-45177 (N.D. Ohio), 18-op-45002 (N.D. Ohio), 18-op-46223 (N.D. Ohio), and 18-op-46186 (N.D. Ohio), and the placeholder class action complaint submitted in MDL No. 2804 in connection with Case No. 18-op-45013 (N.D. Ohio).

XX. "*Unknown Claims*" means any Released Claim that a Class Member does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities, or might have affected their decision not to object to this Settlement.

YY. "*Walk-Away Right*" means Teva's right to terminate the Agreement as set forth in Section VI.C.

II. Representations and Warranties

A. **Class Representatives' Representations and Warranties.** Class Representatives represent and warrant to Teva that the Class Representatives are members of the Class; have reviewed, and approve, the terms of this Agreement; and will take all actions reasonably necessary and appropriate to support and obtain this Settlement's approval, implementation, and enforcement. Class Representatives further represent and warrant to Teva that: (1) no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person or entity, except: (a) as it relates to payments to counsel pursuant to any Fee and Expense Award or order of the Court; or (b) pursuant to any lawful grant from a governmental entity, loan, or lien; (2) each Class Representative has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it; and (3) none of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement.

B. **Class Counsel's Representations and Warranties.** Class Counsel represents and warrants to Teva as follows:

1. Each of the Class Representatives is a Class Member, unless it chooses to opt-out of the Settlement.

2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.

3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan, or lien.

4. None of the Class Representatives have relied, or are relying, on any statement, representation, omission, inducement, or promise by Teva, their agents, or their representatives, except those expressly stated in this Agreement.

5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.

6. Each of the Class Representatives has been provided this Agreement and is voluntarily entering into this Agreement after having consulted with Class Counsel or other attorneys.

7. Each of the Class Representatives has all necessary competence and authority to enter into this Agreement on its own behalf and on behalf of the Class, has authorized the execution and performance of this Agreement, has authorized Class Counsel to sign this Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it.

8. Class Counsel has believed, and currently believes, the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.

9. Because Class Counsel has believed, and currently believes, that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, seek any relief inconsistent with this Settlement, or otherwise challenge the Settlement. For the avoidance of doubt, none of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement. None of the Class Representatives have solicited (or will solicit), or assisted others (or

will assist others) in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement.

10. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.

11. Each of the Class Representatives has approved and agreed to be bound by this Agreement.

12. The representations of each Class Representative set forth in Section II.A. are true and correct to the best of Class Counsel's knowledge.

C. **Teva's Representations and Warranties.** Teva represents and warrants to the Class Representatives as follows:

1. Teva has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.

2. Teva is not relying on any statement, representation, omission, inducement, or promise by the Class Representatives, Class Members, or Class Counsel, except those expressly stated in this Agreement.

3. Teva, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.

4. Teva has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.

5. Teva has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Class Definition

A. **Class Certification.** The Class Representatives and Teva agree jointly to request that the Court certify the Class defined below under Federal Rule of Civil Procedure 23(b)(3):

1. The Class shall consist of the following:

a. All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

b. The following are excluded from the Class:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with Teva; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and

2. (a) Teva and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of Teva, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

B. **Ability to Cure Omissions.** In the event that the Settling Parties agree that an Action or entity was omitted from Exhibit A or B, the Settling Parties may, at any time before entry of the Final Approval Order, amend such Exhibit to add such Action or entity. The Settling Parties agree that they will act reasonably in considering any claim of such omission. But for the avoidance of doubt, Exhibits A and B are non-exhaustive lists, and inclusion on either exhibit is not necessary for an Action or a Class Member to be part of this Settlement.

C. **Certification for Settlement Purposes Only.** The Settling Parties agree that any certification of the Class will be for settlement purposes only. The Settling Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding, and the Settling Parties retain full right and ability to contest any such class certification.

IV. Settlement Funds

A. **Settlement Payment.** Teva shall pay the Settlement Amount in consideration of the covenants, agreements, and releases set forth herein.

1. Teva shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than $1,000,000.00, into the Escrow Account at the Escrow Agent within twenty-one (21) calendar days of the later of: (i) Preliminary Approval of the Agreement; or (ii) Teva's receipt of the information and instructions required to effectuate the wire transfer. Teva shall pay by wire transfer the remainder of one-third of the Settlement Amount ($15,000,000.00, less any amount previously transferred into the Escrow Account to cover Notice and Administrative Costs and any Taxes and Tax Expenses that have come due) into the Escrow Account no later than fourteen (14) calendar days after Teva's deadline to exercise its Walk Away Right as set forth in Section VI.C.2. Teva shall pay by wire transfer the remaining two-third of the Settlement Amount ($30,000,000.00) into the Escrow Account on or before March 1, 2028.

2. The Settlement Amount shall not be subject to reduction, and, upon the occurrence of the Effective Date, no funds may be returned to Teva.

B. **No Additional Payment Obligations.** The obligations incurred pursuant to this Agreement shall be in full and final disposition and settlement of all Released Claims. The Settlement Amount paid or provided by Teva is its sole monetary obligation under this Agreement. Once the Settlement Amount is paid, Teva shall have no further monetary obligations of any sort or kind to Plaintiffs, the Class, or any counsel for Plaintiffs pursuant to this Agreement or the Settlement. Under no circumstances will Teva be required to pay more than the Settlement Amount pursuant to this Agreement and the Settlement set forth herein. For purposes of clarification, the payment of Taxes and Tax Expenses (as set out in Section IV.D), any Fee and Expense Award, the Notice and Administrative Costs, any Service Awards, and any other costs associated with the implementation of this Agreement, shall be exclusively paid from the Settlement Funds. Notwithstanding the foregoing, Teva shall be responsible at its own cost, separate from the Settlement Amount, for providing such notices as the Class Action Fairness Act of 2005 may require.

C. **The Escrow Account and Agent.**

1. Plaintiffs have arranged for the Escrow Account to be established at Citibank, N.A., with such bank serving as the Escrow Agent subject to an escrow agreement, and such escrow to be administered under the Court's continuing supervision and control. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.

2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A.1. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided*, *however*, that the Escrow Agent will not invest in any instruments that a "*qualified settlement fund*," within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service ("*IRS*") guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from Teva. Teva shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.

3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement or by order of the Court. For the avoidance of doubt, the Escrow Agent is authorized, and Co-Lead Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement or as directed by the Court.

4. All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the Court.

D. **Taxes.**

1. The Escrow Account shall be, and shall be treated by the Settling Parties, the Escrow Agent, and Class Counsel as being at all times, a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over Class Counsel as its tax administrator. Class Counsel shall not take any action or tax position inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section IV.D, and shall, in any event, make any available "*relation-back election*" (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the

earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Class Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. Class Counsel agrees to take any other reasonable actions as shall be necessary to ensure that the Escrow Account qualifies as a qualified settlement fund for federal and state income tax purposes, including, but not limited to, requesting the Court to formally: (i) approve the Escrow Account as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1; and (ii) confirm its continuing jurisdiction over the Escrow Account. Notwithstanding anything in the Agreement to the contrary, Class Counsel shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum, or any other ruling or guidance from the IRS, or any other taxing authority on any matter without consulting with and obtaining the prior written consent of Teva.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local, or foreign law, as applicable), the qualified settlement fund "administrator" shall be Class Counsel. Class Counsel shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local, or foreign law, as applicable) by, for example: (i) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account, including with respect to any distributions from the Escrow Account; (ii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iii) sending copies of all such tax returns and filings to Teva; and (iv) providing instructions for the release of sufficient funds from the Escrow Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.D.3. and Treas. Reg. § 1.468B-2 and any applicable state, local, or other tax laws. Such returns, as well as the relation-back election described in Section IV.D.1., shall be consistent with the provisions of this Section IV.D.2 and in all events shall reflect that all Taxes as defined in Section IV.D.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.D.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15 of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Escrow Account, including, without limitation, any taxes or tax detriments that may be imposed upon Teva, their counsel, or any Released Entity with respect to any income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "*Taxes*"); and (ii) all expenses and costs incurred in connection with the operation and implementation of this Section IV.D.3, including, without limitation, expenses of tax attorneys and/or accountants (including the Escrow Agent) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section IV.D.3 (collectively, "*Tax Expenses*"). In all events, neither Teva nor any other Released Entity nor their counsel shall have any liability or responsibility for the Taxes described in clause (i) above or the Tax Expenses. With funds from the Escrow Account, the Escrow Agent and Class Counsel shall indemnify and hold harmless Teva and any other Released Entity and its counsel for Taxes described in clause (i) above and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes described in clause (i) above and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Escrow Account and shall timely be paid, at Class Counsel's direction, by the Escrow Agent out of the Settlement Funds without prior order from the Court. Class Counsel and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members or Class Counsel, as the case may be, any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local, or foreign law, as applicable). Neither Teva nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, Class Counsel, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section IV.D.3 and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to the Agreement.

4. Teva and Class Counsel agree that: (i) each of the Class Members is enforcing its rights as a private party and is not enforcing any rules or exercising any regulatory powers, in either case as part of a governmental function; and (ii) the Settlement Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Class Members to the same position or

condition that they would be in had the Class Members not suffered alleged damage or harm allegedly caused by Teva. Upon request by Teva, the Class Representatives and Class Counsel agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Teva to establish the tax treatment described in this paragraph to the satisfaction of their tax advisors, their independent financial auditors, the IRS, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any other subsequently proposed or finalized relevant regulations or administrative guidance.

V. Approval and Notice

A. Approval and Effectiveness.

1. It is a condition to the Settlement that: (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order, substantially in the form attached as Exhibit D, provided that any material modification to the Preliminary Approval Order must be acceptable to the Class Representatives and Teva; and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order. Any material modification to the Settlement imposed by the Court as a condition of its Preliminary Approval Order must be agreed to by the Class Representatives and Teva in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Preliminary Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.

2. It is a condition to the Settlement that: (a) within a reasonable time period after the Preliminary Approval Order, including a reasonable period for notice to the Class and other settlement approval-related dates and deadlines as set by the Court, the Court approves and enters the Final Approval Order, substantially in the form attached as Exhibit E, provided that any material modification to the Final Approval Order must be acceptable to the Class Representatives and Teva; and (b) the Final Approval Order remains in full force and effect until it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court as a condition of its Final Approval Order must be agreed to by the Class Representatives and Teva in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Final Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.

3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or substantially modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court or an appellate court, subsequent to the Final Approval Order, must be agreed to by the Class Representatives and Teva in order for the Agreement to remain binding. For the avoidance of doubt, any modification imposed by the Court or an appellate court that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.

4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

B. **Reasonable Best Efforts to Effectuate This Settlement.** The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Settling Parties have worked, and will continue to work, cooperatively to complete and submit promptly to the Court for approval the Motions for Preliminary Approval and Final Approval and such additional documentation as may be necessary for the Court to make the determinations required hereunder, and to address any concerns regarding the Agreement or the Settlement identified by the Court or any court of appeal.

C. **Preliminary Approval.**

1. No later than 30 days after the execution of this Agreement, Class Counsel shall submit the Agreement together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order (the "*Motion for Preliminary Approval*") pursuant to Federal Rule of Civil Procedure 23(e).

2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice and proposed Notice Plan; (iii) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (iv) the appointment of the Escrow Agent as set forth in Section IV.C; (v) continuing the stay of all Actions in MDL No. 2804 as to Teva until the Court has made its final settlement approval determination; (vi) severing and staying the Actions brought by the TPP Bellwether Plaintiffs as to Teva until the Court has made its final settlement approval determination; and (vii) enjoining all Class Members from filing, commencing, prosecuting, continuing,

litigating, or intervening in or participating as class members in, any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the status quo that existed immediately prior to January 1, 2026, except as expressly provided herein.

3. Class Counsel shall provide Teva with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least five (5) business days in advance of filing and shall consider in good faith any suggestions that Teva may have. Class Counsel shall not file such a motion without Teva's consent, which consent shall not be unreasonably withheld.

D. **Notice to the Class.**

1. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval and, in any event, the notice process shall commence no later than fourteen (14) calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrator to Class Members, subject to any modifications required by the Court. Any Opt-Out or Objection requirements set out in the Notice, as approved by the Court in its Preliminary Approval Order, shall substantially reflect the Opt-Out and Objection requirements as set forth in this Agreement.

2. Class Counsel shall submit to the Court for approval a proposed form of, method for, and schedule for dissemination of Notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of Notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrator to submit a report to the Court, Class Counsel, and Teva (an "*Opt-Out Report*"), which shall be provided no later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. or were otherwise inadequate.

4. No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Teva and file with the Court proof, by affidavit or declaration, of such dissemination.

E. **CAFA Notice.** Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Teva shall serve notice of the Settlement on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Agreement with the Court. If the Settlement does not become final for any reason, Teva shall not recover the notice and notice administration costs, including any costs of providing notice pursuant to the Class Action Fairness Act of 2005, which Teva shall cover independently and separate from the Settlement Amount due to the Class under this Agreement.

F. **Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys' Fees and Expenses, the Class Representatives' Service Awards, or the Plan of Allocation, be in writing. The deadline for filing the Objection with the Court shall be forty-five (45) calendar days after commencement of the dissemination of the Notice.

2. **Content of Objection.** The written Objection filed with the Court shall: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Class, such as the objectors' status as a Third Party Payor within the Class; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.

3. **Waiver.** Any Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and

Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Class Member's compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court.

G. **Opt-Out.**

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled, "Opt-Out Form" to the Notice and Claims Administrator and email it to Teva and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide the submitting entity's name, address, telephone number and email address (if available); provide the complaint and docket number of any case in which the submitting entity is a Plaintiff against Teva related to the Covered Conduct; and be received by the Notice and Claims Administrator, no later than the date designated for such purpose in the Notice.

2. The standing and Class Member-eligibility-status of entities that submit Opt-Out Forms will be subject to confirmation by the Notice and Claims Administrator.

3. With respect to any member of the Class that timely elected to opt out and is therefore not a member of the Class, Teva reserves all of its legal rights and defenses.

4. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, the provision of inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity's membership in the Class.

5. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, Class Counsel will request that the deadline for receipt of Opt-Out Forms be forty-five (45) calendar days after commencement of dissemination of Notice.

6. Opt-Out Forms shall be deemed valid only for the entity named in the request.

7. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice.

8. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1. shall not: (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.

9. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1. submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

10. No "mass," "class," "group," or otherwise combined Opt-Out Form shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition, including, but not limited to, the entity's subsidiaries, affiliated or related companies or business entities, divisions, partnerships, joint ventures, clients, customers, or administrative services organization.

11. **Opt-Out Report**. No later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and at least fifteen (15) business days prior to the Fairness Hearing, the Notice and Claims Administrator shall submit to the Court, Class Counsel, and Teva the Opt-Out Report as described in Section V.D.3.

H. **Motion for Final Approval and Entry of Final Judgment.**

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the "*Motion for Final Approval*"). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (a) enter the Final Approval Order substantially in the form attached as Exhibit E to this Agreement, provided that any material modification to the Final Approval Order must be acceptable to the Class Representatives and Teva; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Actions with prejudice and directing the dismissal with prejudice of any of the Actions not before the Court; and (e) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:

a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; and finding that the Notice given to the Class Members constituted the best notice practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;

b. entering judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to Teva and, except as provided for herein, without costs;

c. directing Plaintiff Class Members to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to Teva and, except as provided for herein, without costs;

d. discharging and releasing the Released Entities from all Released Claims;

e. permanently barring and enjoining the institution and prosecution by Class Members of any other action against the Released Entities in any forum asserting any Claims related in any way to the Released Claims;

f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent, Class Counsel as the Escrow Account's tax administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;

g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and Teva; and

h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

Class Counsel also will request that the Court approve the proposed Plan of Allocation and application for attorneys' fees and reimbursement of expenses, as described in Section VIII.A.

2. Class Counsel shall provide Teva with a draft of the Motion for Final Approval, together with any accompanying memorandum of law at least

five (5) business days in advance of filing and shall consider in good faith any comments Teva may have. Class Counsel shall not file such a motion without Teva's consent, which consent shall not be unreasonably withheld.

I. **Time to Appeal.** The time to appeal from approval of the Settlement shall commence upon the Court's entry of the Final Approval Order regardless of whether or not either the Plan of Allocation or an application for Attorneys' Fees and Expenses has been submitted to the Court or resolved.

VI. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

1. Upon the Effective Date, any and all remaining interest or right of Teva in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow Agent to the Notice and Claims Administrator as successor Escrow Agent within ten (10) business days of the Notice and Claims Administrator notifying Class Counsel it is ready to distribute the Net Settlement Funds, which must be after the Effective Date.

2. Upon the Effective Date, Plaintiffs shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on Exhibit A, as provided for in the Final Approval Order.

B. Failure of Effective Date to Occur.

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.C.-E., then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Teva, including interest accrued on the Escrow Account, less any Notice and Administrative Costs, and any Taxes or Tax Expenses paid, incurred, or due and owing (the "*Termination Refund*"). The Termination Refund shall include all attorneys' fees and costs which have been disbursed to Co-Lead Class Counsel pursuant to Court order. Teva shall provide Co-Lead Class Counsel with instructions regarding where to send the Termination Refund. Co-Lead Class Counsel will promptly provide all necessary instructions to the Escrow Agent to effectuate the foregoing sentence.

2. Upon receipt of the Termination Refund, this Agreement shall terminate, and it, Teva's obligations under it, and all releases contained herein shall

become null and void. In the event of such a termination, (a) no Class will be deemed certified as a result of this Agreement, (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated, (c) the Settling Parties shall be returned to the status quo that existed in the Actions immediately prior to January 1, 2026 (subject to appropriate extensions of deadlines to enable the Actions to proceed); and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to January 1, 2026. The Settling Parties shall then proceed in all respects as if this Agreement and any related orders had not been executed.

C. **Walk-Away Right.**

1. No later than seven (7) calendar days following the deadline set by the Court for Class Members to opt out from the Class, Class Counsel shall provide Teva's Counsel with the Opt-Out Report.

2. Teva may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Class Counsel within fifteen (15) calendar days following receipt by Teva from Class Counsel of the Opt-Out Report (the "*Walk-Away Right*"), unless such date is extended by mutual agreement of Class Counsel and Teva. In deciding whether to exercise the Walk-Away Right, Teva agrees to meet and confer with Class Counsel, but in no event will this agreement obviate Teva's ability to unilaterally determine to exercise the Walk-Away Right. If Teva does not provide written notice of the exercise of the Walk-Away Right to Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived. The decision to exercise the Walk-Away Right shall be unreviewable.

3. In the event Teva exercises its Walk-Away Right, Teva reserves all of its legal rights and defenses with respect to any member of the Class.

D. **Termination**.

1. This Agreement may be terminated by either Teva or Class Counsel by serving on counsel for the other parties and filing with the Court a written notice of termination within ten (10) business days (or such longer time as may be agreed between Teva and Class Counsel) after any of the following occurrences:

   a. the Court, or any appellate court(s), rejects, materially modifies, or materially amends or changes the Settlement (with the exception of any provision of the Settlement relating to Attorneys' Fees and Expenses or any Service Awards);

b. the Court, or any appellate court(s), declines to enter without material change the material terms in the proposed Preliminary Approval Order or the proposed Final Approval Order;

c. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or

d. the Effective Date does not otherwise occur.

E. **No Court Approval**.

1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Actions against the Released Entities will resume unless within thirty (30) calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.

2. If the litigation against the Released Entities resumes pursuant to Section VI.E.1 or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to Teva the Termination Refund as of the date on which notice is received; and (b) this Agreement shall terminate upon receipt of the Termination Refund.

VII. Notice and Claims Administrator

A. **Selection of Notice and Claims Administrator.** Co-Lead Class Counsel will re-nominate A.B. Data, Ltd., which the Court has previously approved.

1. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Court's approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims

Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Class.

2. The Notice and Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount and overseeing distribution of the Net Settlement Funds.

3. Any successor to the initial Notice and Claims Administrator shall be subject to appointment by the Court, with the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

4. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.

5. Teva, its counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.

6. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Teva shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

B. **Distribution of Settlement Funds.**

1. Upon further orders of the Court, the Notice and Claims Administrator, subject to such supervision and direction of the Court and/or Co-Lead Class Counsel, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:

   a. to pay all costs and expenses reasonably and actually incurred in connection with providing Notice to the Class, in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;

b. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;

c. to pay Taxes and Tax Expenses as defined herein;

d. to pay any Fee and Expense Award, and any Service Awards to Class Representatives, that are approved by the Court, subject to and in accordance with the Agreement; and

e. to distribute the balance of the Net Settlement Funds to Class Members as allowed by the Agreement, the Plan of Allocation, or order of the Court.

2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due; and (c) successive distributions to class members may be made after entry of the Final Approval Order as the Settlement Defendant makes its settlement payments.

C. **Distribution of Net Settlement Funds.**

1. Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Funds shall be distributed to Class Members.

2. The Net Settlement Funds shall be distributed to Class Members that submit a Claim Form in accordance with a Plan of Allocation to be approved by the Court. No funds from the Net Settlement Funds shall be distributed until after the Effective Date.

3. All Class Members shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment with respect to all Released Claims.

D. **No Liability for Distribution of Escrow Account.** Neither the Released Entities nor their counsel shall have any responsibility for, interest in, or liability whatsoever with respect to the distribution of the Escrow Account; the Plan of Allocation; the determination, administration, or calculation of claims; the Escrow Account's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of the Net Settlement Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against

Class Counsel or the Notice and Claims Administrator based on the distributions made substantially in accordance with the Agreement and the Settlement contained herein, the Plan of Allocation, or further orders of the Court.

E. **Balance Remaining in Net Settlement Funds.** If there is any balance remaining in the Net Settlement Funds (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be distributed in accordance with the Plan of Allocation or further order of the Court (but not to Teva).

F. **Orders Regarding Plan of Allocation.** Any order or proceeding solely relating to the Plan of Allocation, including any adjustments to any Class Member's claim, shall not operate to terminate or cancel this Agreement or affect the finality of the Final Judgment, or any other orders entered pursuant to this Agreement.

VIII. Attorneys' Fees and Expenses and Service Awards

A. **Fee and Expense Application.** Class Counsel may submit an application (the "*Fee and Expense Application*") for distributions from the Settlement Funds for: (a) an award of attorneys' fees; (b) reimbursement of expenses incurred in connection with prosecuting the Action; and (c) any interest on such Attorneys' Fees and Expenses at the same rate and for the same periods as earned by the Settlement Funds, as appropriate, and as may be awarded by the Court.

B. **Payment of Fee and Expense Award.** Any amounts that are awarded by the Court pursuant to Section VIII.A shall be paid from the Settlement Funds consistent with the provisions of this Agreement.

C. **Award and Allocation of Attorneys' Fees and Costs.** The award, payment, and allocation of attorneys' fees and costs under this Agreement and/or the Plan of Allocation are subject to Court approval under Federal Rule of Civil Procedure 23(h) and to the Court's common benefit-related orders. The amount awarded by the Court for attorneys' fees is subject to and shall include the common benefit obligations due under the Court's common benefit-related orders, which shall be allocated by the Fee Panel among qualified applicants: firms that: (1) represent litigating Third Party Payors against Teva (parallel to requirements in prior governmental entity settlements); and (2) did work that inured to the common benefit. The fee award net of the common benefit assessment shall be allocated by Co-Lead Class Counsel among counsel who have performed authorized work for the benefit of the Settlement Class, with any appeals to such allocation going to Special Master David R. Cohen.

D. **Orders Regarding Fee and Expense Award.** The procedure for, and the allowance or disallowance by the Court of, the Fee and Expense Application are not part of the Settlement set forth in this Agreement. Any order or proceeding solely relating to the Fee and Expense Application, including any appeal from any Fee and Expense Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G and VI.C.

E. **No Liability for Fees and Expenses of Class Counsel.** Neither the Released Entities nor their counsel shall have any responsibility for or liability whatsoever with respect to any payment(s) to Class Counsel pursuant to this Agreement and/or to any other entity or person that may assert some claim thereto or any Fee and Expense Award that the Court may make in the Action, other than as set forth in this Agreement.

F. **Service Award.** Settlement Class Counsel may apply to the Court, upon Notice to the Class, for appropriate Service Awards for Settlement Class Representatives in connection with their representation of the Class, subject to the discretion and approval of the Court. The Service Awards shall be paid from the Settlement Funds, and Teva shall have no obligation to pay any Service Award or any other fees, costs, or expenses other than the Settlement Amount. Any order or proceeding solely relating to the Service Award, including any appeal from any Service Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G. and VI.C.

IX. Releases and Dismissal

A. **No Future Actions Following Release.** As of the Effective Date, the Released Entities will be fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor will, on or before the Effective Date, hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. Each Class Representative also stipulates that it will not argue in any litigation that any Released Entity bears any fault for, or was in any way responsible for or the cause of, any Released Claim. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Class Members shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all Claims that are released hereunder.

B. **Claim-Over and Non-Party Settlement.**

1. The payments made under this Agreement shall be the sole payments made by the Released Entities to Class Members involving, arising out of, or related to the Released Claims. Claims by Class Members against non-parties shall not result in additional payments by the Released Entities, whether through contribution, indemnification, or any other means.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Teva in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by the subsection is a material term of this Agreement.

4. To the extent that, on or after the Effective Date, a settlement on behalf of a class that would otherwise be a Non-Party Settlement is submitted to a court for preliminary or final approval under Rule 23 of the Federal Rules of Civil Procedure, the proponents of the settlement that are Class Representatives in this Settlement or represented by Class Counsel will include, unless prohibited by applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Teva in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. For the avoidance of doubt, the Settling Parties acknowledge that the effectiveness of any such provision will depend upon its approval by the court to which the settlement agreement is submitted in accordance with Rule 23 of the Federal Rules of Civil Procedure. The obligation to include the prohibition and/or release required by the subsection is a material term of this Agreement. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

5. The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

6. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Non-Party Covered Conduct Claim against the Released Entities related to the Released Claims, that Class Member and Teva shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released Entities than the amounts owed under this Agreement by Teva:

a. Teva shall notify the Class Member of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or within sixty (60) calendar days of the Effective Date, whichever is later.

b. Teva's payment obligations under this Agreement are and shall be binding, notwithstanding the existence of any Claim-Over. In no event shall any Class Member be required to forego, disgorge, diminish, or alter any amounts owing under this Agreement as a result of any Claim-Over.

c. Teva and the Class Member shall meet and confer concerning the means to hold the Released Entities harmless and ensure that Teva or Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by Teva under this Agreement.

d. The Class Member and Teva shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by Teva under this Agreement. Such steps shall include, where permissible:

(i) support by the Releasor of a motion to dismiss or such other appropriate motion as may be filed by Teva or Released Entities in response to any Claim filed in litigation or arbitration;

(ii) Reduction of the Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement in escrow of funds paid by the Non-Released Entity to Releasor such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Teva to, or allocated to, that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Teva by that Releasor to ensure Teva is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to Teva under this Agreement in an amount equal to the Releasor's distribution to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and

(vii) such other actions as that Releasor and Teva may devise to hold the Released Entities harmless from the Claim-Over.

e. The actions of that Releasor and Teva taken pursuant to clause (d) above must, in combination, ensure that Teva is not required to pay more with respect to Covered Conduct than the amounts owed by Teva to that Releasor under this Agreement.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in the Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Class Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to, Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against Teva (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to Teva.

F. ***Res Judicata.*** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Teva to secure the prompt dismissal of any and all Released Claims. Additionally, the Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. Consistent with these objectives, Teva will not oppose Plaintiffs' Motions for Preliminary and Final Settlement Approval. The Settling

Parties will continue to work cooperatively to complete and submit promptly to the Court for approval such additional documentation as may be necessary for the Court to determine whether this Agreement and Settlement should be communicated to the Class and ultimately approved and to address any concerns regarding the Settlement identified by the Court or any court of appeal. Upon the Effective Date, Class Members will also reasonably cooperate with Teva to secure the prompt dismissal of any and all Released Claims in the Actions.

I. **Non-Released Claims.** Notwithstanding the foregoing or anything in the definition of Released Claims, any claims solely to enforce the terms of this Agreement are not released.

J. **Liens.** Each Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Class Member, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

K. **Excluded from Release**. Notwithstanding the foregoing, the releases provided herein shall not release claims of entities that are outside the Class; claims or damages arising solely from conduct by Teva that occurs after the Effective Date; claims against Teva other than the Released Claims; or claims to enforce the terms of this Agreement.

L. Upon the Effective Date, the Released Entities shall by operation of the Final Judgment have, fully, finally, and forever released, relinquished, and discharged all claims against Class Representatives, the Settlement Class, and Class Counsel that arise out of or relate in any way to the commencement, prosecution, settlement, or resolution of the Actions, except for claims to enforce the terms of the Settlement.

X. Miscellaneous Provisions

A. **No Admission of Liability or Wrongdoing.** The Class Representatives, the Class, and Teva agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. Teva does not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to Teva.

B. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

C. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.D., this Agreement, including its exhibits and any other attachments, embodies the entire Agreement and understanding between and among the

Settling Parties relating to the subject matter hereof and supersedes: (1) all prior agreements and understandings relating to such subject matter, whether written or oral; and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

The exhibits to this Agreement are:

Exhibit A	Non-Exhaustive List of Actions
Exhibit B	Non-Exhaustive List of Plaintiff-Class Members
Exhibit C	Claim Form
Exhibit D	Form of Preliminary Approval Order
Exhibit E	Form of Final Approval Order

D. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties. To the extent there is a conflict between the provisions of this Agreement, the Preliminary Approval Order, the Final Judgment, the Final Approval Order, and/or the Plan of Allocation, each such document shall have controlling effect in the following rank order: (1) the Final Judgment; (2) the Final Approval Order; (3) the Preliminary Approval Order; (4) this Agreement; and (5) the Plan of Allocation.

E. **Execution in Counterparts.** This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the Court.

F. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

G. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

H. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms, and the negotiations surrounding this Agreement shall be governed by Rule 408 of the Federal Rules of Evidence and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement or otherwise, Teva may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by Teva that the Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

I. **Preservation of Records.** For five (5) years following the Effective Date: (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Claim Form; and (ii) each Class Representative shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Claim Form.

J. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. Without limiting the generality of the foregoing, each and every covenant and agreement entered into herein by Class Representatives and Class Counsel shall be binding upon all Class Members.

K. **Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, and, if directed to any Class Member, shall be addressed to Class Counsel at their addresses set forth below, and, if directed to Teva, shall be addressed to their attorneys at the addresses set forth below or such other addresses as Class Counsel or Teva may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to the Class Representatives or any Class Member(s), address notice to:

Elizabeth J. Cabraser
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street
29th Floor
San Francisco, CA 94111
ecabraser@lchb.com

Paul J. Geller
ROBBINS GELLER RUDMAN & DOWD, LLP
225 NE Mizner Boulevard
Suite 720
Boca Raton, FL 33432
pgeller@rgrdlaw.com

If directed to Teva, address notice to:

Teva's attorneys:

Eric W. Sitarchuk
Evan K. Jacobs
MORGAN LEWIS & BOCKIUS LLP
2222 Market Street
Philadelphia, PA 19103
eric.sitarchuk@morganlewis.com
evan.jacobs@morganlewis.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in Section X.K.

L. **Consent to Jurisdiction.** Teva and the Settlement Class agree that this Settlement, including payments, is enforceable on a continuing and exclusive basis by the Court. Teva and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, Teva and the Class Members irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

M. **Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among Teva and any Class Members concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

N. **Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

O. **Severability.** If any provisions other than the following provisions of this Agreement are held to be unenforceable—Section I (Definitions), Section III (Class Definition), Section IV (Settlement Funds), Section V (Approval and Notice), Section VI.C (Walk-Away Right), and Section IX (Releases and Dismissal)—then such provisions shall be severable, and the Settling Parties agree that the enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

P. **Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Settling Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

Q. **Confidentiality.** The terms of this Agreement shall remain confidential until the Motion for Preliminary Approval is filed, unless Teva and Class Counsel agree otherwise, *provided* that the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Class Members may disclose the terms ofthe Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Escrow Agent, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Approval Order shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes. No such press release shall be made prior to the Class Counsel moving for an order directing Notice to the Class.

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

Dated: June 3, 2026

CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and the Third Party Payor Class

By: ______________________________
Paul J. Geller

Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

By: ______________________________
Elizabeth J. Cabraser

Elizabeth J. Cabraser
Eric B. Fastiff
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
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By: ______________________________
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EXHIBIT A

Non-Exhaustive List of Actions[1]

[1] The inclusion of an entity on Exhibit A is not an admission that the entity's claims have not been released in a prior settlement with Teva.

Case Caption	State	State/Federal	Jurisdiction	Docket Number
American Resources Insurance Company, Inc. v. Purdue Pharma, L.P., et al.	AL	Federal	N.D. Ohio	1:18-op-45910
Agricultural Group Compensation Self-Insured Fund v. Endo Health Solutions Inc., et al.	AR	Federal	N.D. Ohio	1:19-op-45892
Arizona Counties Insurance Pool v. Purdue Pharma L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-45632
Arizona Municipal Risk Retention Pool v. Purdue Pharma LP et al	AZ	Federal	N.D. Ohio	1:18-op-45178
Arizona School Alliance for Workers' Compensation, Inc. v. Purdue Pharma, L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-45540
National Roofers Union & Employers Joint Health & Welfare Fund v. Purdue Pharma LP, et al.	AZ	Federal	N.D. Ohio	1:18-op-45833
Northwest Arizona Employee Benefit Trust v. Purdue Pharma L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-46043
Central California Alliance for Health v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45971
Commission on Medical Care, d/b/a Partnership Healthplan of California v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45896
Health Plan of San Joaquin v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-46093
ILWU-PMA Welfare Plan v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45013
Inland Empire Health Plan v. Purdue Frederick Co. Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45804
Local Initiative Health Authority for Los Angeles v. Purdue Pharma LP, et al.	CA	Federal	N.D. Ohio	1:19-op-45212
Pleasant Valley School District v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45120
San Francisco Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45893
San Leandro Unified School District, a local education agency v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45114
Santa Barbara San Luis Obispo Regional Health Authority, d/b/a	CA	Federal	N.D. Ohio	1:19-op-45895

Case Caption	State	State/Federal	Jurisdiction	Docket Number
CenCal Health v. Teva Pharmaceuticals USA Inc., et al.				
Susanville Elementary School District and Lassen County Office of Education, Individually, and on Behalf of All Others Similarly Situated v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:22-op-45031
Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan v. Teva Pharmaceuticals USA, Inc. et al.	CA	Federal	N.D. Ohio	1:19-op-46020
Zenith Insurance Company and Znat Insurance Company v. Amerisourcebergen Drug Corporation, et al.	CA	Federal	N.D. Ohio	1:18-op-46181
International Brotherhood of Electrical Workers Local 90 Benefits Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45069
Local 493 Teamsters Health Services and Insurance Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45074
Local 671 Teamsters Health Services and Insurance Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45092
Local 677 Teamsters Health Services & Insurance Fund v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45071
Advanced C4 Solutions, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	FL	Federal	N.D. Ohio	1:20-op-45070
Cedar International Services, LLC v. Teva Pharmaceuticals USA, Inc., et al.	FL	Federal	N.D. Ohio	1:20-op-45071
MSP Recovery Claims, Series LLC, a Delaware Limited Liability Company v. Purdue Pharma, L.P., et al.	FL	Federal	N.D. Ohio	1:18-op-45091
MSPA CLAIMS 1, LLC, a Florida Limited Liability Company; MAO-MSO RECOVERY II, LLC a Delaware Limited Liability Company; MSP RECOVERY CLAIMS, SERIES LLC, a	FL	Federal	N.D. Ohio	1:18-op-45526

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Delaware Limited Liability Company v. Anda, Inc., et al.				
Phillip Fyman and Alexander Weingarten, M.D., P.C. v. Teva Pharmaceuticals USA, Inc., et al.	GA	Federal	N.D. Ohio	1:19-op-45906
United Food and Commercial Workers Union and Employers Health & Welfare Fund - Atlanta v. McKesson Corporation, et al.	GA	Federal	N.D. Ohio	1:19-op-45005
Wayne Farms, LLC v. Teva Pharmaceuticals USA, Inc., et al.	GA	Federal	N.D. Ohio	1:20-op-45229
Hui Huliau, A Native Hawaiian Organization v. McKesson Corp., et al.	HI	Federal	N.D. Ohio	1:20-op-45025
Illinois Public Risk Fund v. Purdue Pharma L.P., et al.	IL	State	IL - Circuit Court of Cook County	2019-CH-05847
Intergovernmental Risk Management Agency and Intergovernmental Personnel Benefit Cooperative v. Purdue Pharma L.P., et al.	IL	Federal	N.D. Ohio	1:18-op-46210
International Union of Operating Engineers, Local 150, Midwest Operating Engineers Health and Welfare Fund, Chicago Regional Council of Carpenters and Chicago Regional Council of Carpenters Welfare Fund v. Purdue Pharma L.P., et al.	IL	Federal	N.D. Ohio	1:19-op-45414
West Bend Mutual Insurance Company v. Amerisourcebergen Drug Corporation, et al.	IL	Federal	N.D. Ohio	1:19-op-45139
Marketing Services of Indiana, Inc., individually and on behalf of all others similarly situated v. Purdue Pharma L.P., et al.	IN	Federal	N.D. Ohio	1:18-op-46104
Plumbers & Steamfitters Local 166 Health and Welfare Fund v. Purdue Pharma L.P., et al.	IN	Federal	N.D. Ohio	1:19-op-45432
Kentucky League of Cities Insurance Services v. Purdue Pharma L.P., et al.	KY	Federal	N.D. Ohio	1:18-op-45968

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Louisiana Agricultural Compensation Self-Insured Fund v. Endo Health Solutions Inc., et al.	LA	Federal	N.D. Ohio	1:19-op-45888
Louisiana Assessors' Insurance Fund a/k/a the Insurance Committee of the Assessors' Insurance Fun, et al.	LA	Federal	N.D. Ohio	1:18-op-46223
Louisiana Health Service & Indemnity Company d/b/a Blue Cross Blue Shield of Louisiana, and HMO Louisiana, Inc. v. Purdue Pharma, LP et al.	LA	Federal	N.D. Ohio	1:18-op-45372
Louisiana Loggers Self-Insured Fund v. Endo Health Solutions Inc., et al.	LA	Federal	N.D. Ohio	1:19-op-45890
Pointe Coupee Parish Health Services District Number 1 v. Purdue Pharma LP, et al.	LA	Federal	N.D. Ohio	1:19-op-45019
Risk Management, Inc. v. Purdue Pharma L.P., et al.	LA	Federal	N.D. Ohio	1:18-op-45857
Asbestos Workers Local 6 Health & Welfare Fund; et al. v. Purdue Pharma LP, et al.	MA	Federal	N.D. Ohio	1:18-op-45542
Mayflower Municipal Health Group v. Teva Pharmaceuticals USA, Inc., et al.	MA	Federal	N.D. Ohio	1:19-op-45897
Teamsters Health Services and Insurance Plan Local 404, on behalf of itself and all others similarly situated v. Purdue Pharma LP, et al.	MA	Federal	N.D. Ohio	1:18-op-45001
Flint Plumbing and Pipefitting Industry Health Care Fund, on behalf of itself and all others similarly situated v. Purdue Pharma L.P., et al.	MI	Federal	N.D. Ohio	1:19-op-45430
Pipefitters Local 636 Insurance Fund v. Johnson & Johnson, et al.	MI	Federal	N.D. Ohio	1:19-op-46095
Roofers Local 149 Security Benefit Trust Fund v. Purdue Pharma L.P., et al.	MI	Federal	N.D. Ohio	1:19-op-45429
Northeast Carpenters Funds now known as Eastern Atlantic States	NJ	Federal	N.D. Ohio	1:18-op-45741

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Carpenters Health Fund v. Purdue Pharma, L.P., et al.				
The Black Prince Distillery, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NJ	Federal	N.D. Ohio	1:19-op-45904
Aboffs, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45956
AFL-CIO Local 475 Health & Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45941
Allied Security Health & Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45944
Allied Security Health and Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45237
Alure Home Improvements, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45936
Amalgamated Union Local 450-A Welfare v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45807
Austin & Williams, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45938
Barnes, Iaccarino & Shepherd LLP v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45905
Brer-Four Transportation Corporation v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45931
Brighton Health Plan Solutions, LLC d/b/a Magnacare Administrative Services and Magnacare, LLC v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45838
Brighton Health Plan Solutions, LLC d/b/a Magnacare Administrative Services v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45837
Brookhaven Ambulance Co. Inc. d/b/a South Country Ambulance v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45957

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Building Service Local 2 Welfare Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-45991
Building Trades Welfare Benefit Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45899
Cardoza Plumbing Corporation v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45932
CWA Local 1181 Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45939
CWA Local 1182 & 1183 Health & Welfare Funds v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45794
Drywall Tapers Insurance Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45810
Gordon L. Seaman, Inc. v.. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45958
Hollow Metal Trust Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45094
IBEW Local 25 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45037
International Brotherhood of Trade Unions Local 713 Health Plan v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45832
International Construction, Inc. v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45062
International Intimates, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45935
International Union of Painters and Allied Trades 1974 v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45854
Iron Workers Local 40 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45027
Iron Workers Local 361 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45028
Iron Workers Local 417 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45029

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Iron Workers Local 580 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45031
IUOE Local 138 Health Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45943
Kaya Associates, Inc. v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45064
Laborers 17 Health Benefit Fund v. Purdue Pharma, L.P. et al.	NY	Federal	N.D. Ohio	1:18-op-45072
Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45813
Laborers Local 235 Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45792
LNO, Inc v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45065
Local 22 Health Benefit Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45811
Local 342 United Marine Division Insurance Trust v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45830
Local 381 Group Insurance Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45942
Local 713 I.B.O.T.U. Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45236
Local 8A-28A Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45809
Medford Volunteer Ambulance v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45048
Merrick Library v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46097
Metallic Lathers and Reinforcing Ironworkers Local 46 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45030
New York City District Council of Carpenters Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45095
NOITU Insurance Trust Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45808

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Painting Industry Insurance Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45793
Plumbers Local Union No. 1 Welfare Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:18-op-45838
Plumbers Local Union No. 68 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46008
Redwood Contracting Corp. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45960
Roofers Local 8 WBPA Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46147
Sheet Metal Workers Local 38 Insurance and Welfare Fund v. Johnson & Johnson, et al.	NY	Federal	N.D. Ohio	1:19-op-46094
Southern Tier Building Trades Benefit Plan v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45239
Structural Steel 806 Health Plan v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45831
Suffolk Transportation Services, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45933
Teamsters Local 237 Retirees' Benefit Fund and Teamsters Local 237 Welfare Fund, NY v. Purdue Pharma LP, et al.	NY	Federal	N.D. Ohio	1:18-op-45174
Teamsters Local 445 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46146
Teamsters Local 456 Welfare Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45067
The Par Group v. AmerisourceBergen Drug Corp., et al.	NY	Federal	N.D. Ohio	1:19-op-45959
UFCW Local 342 Healthcare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45033
UFCW Local 342 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45034

Case Caption	State	State/Federal	Jurisdiction	Docket Number
UFCW Local 1500 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45041
Uniformed Fire Officers Association Benefits Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45946
United Crafts Benefits Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45945
United Wire, Metal & Machine Local 810 Health Benefit Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-46105
UOPW Local 175 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45940
Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45795
American Federation of State, County, and Municipal Employees District Council 37 Health & Security Plan, individually and on behalf of all those similarly situated v. Purdue Pharma, L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45013
Central States, Southeast And Southwest Areas Health Welfare Fund v. Purdue Pharma LP, et al.	OH	Federal	N.D. Ohio	1:18-op-45623
Cleveland Bakers and Teamsters Health and Welfare Fund and Pipe Fitters Local Union No. 120 Insurance Fund v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45432
Cleveland Teachers Union, Local 279, Individually and on behalf of All those Similarly Situated, v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45135
Corbett Aggregates Companies, LLC v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:19-op-45969
Employer-Teamsters Local Nos. 175 & 505 Health & Welfare Fund; Employer Teamsters Local Nos. 175 & 505 Retiree Health &	OH	Federal	N.D. Ohio	1:18-op-45446

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Welfare Fund; Teamsters Local No. 348 Health & Welfare Fund; Teamsters Union Local No. 52 Health And Welfare Fund; and Ohio Conference of Teamsters & Industry Health And Welfare Fund v. Purdue Pharma L.P., et al.				
IBEW Local 38 Health and Welfare Fund, on behalf of itself and all others similarly situated, v. Purdue Pharma, et al.	OH	Federal	N.D. Ohio	1:17-op-45002
John Martinez d/b/a John Martinez Trucking v. Teva Pharmaceuticals USA, Inc., et al.	OH	Federal	N.D. Ohio	1:19-op-45930
Medical Mutual of Ohio v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45307
Minute Men, Inc. and Minute Men Select, Inc., on behalf of itself and all others similarly situated v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45306
MSPA Claims 1, LLC; MAO-MSO Recovery II, LLC; and MSP Recovery Claims, Series LLC; v. Purdue Pharma L.P. et al.	OH	Federal	N.D. Ohio	1:18-op-45057
Ohio Carpenters' Health Fund, on behalf of Itself and All Others Similarly Situated v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:19-op-45072
Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; Bios Companies, Inc. Welfare Plan; Pioneer Telephone Cooperative, Inc. as Plan Sponsor and Fiduciary Of Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; and Bios Companies, Inc. as Plan Sponsor and Fiduciary of Bios Companies, Inc. Welfare Plan, all individually, and on behalf of all others similarly situated v. Purdue Pharma, L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-46186
Shamrock Materials, LLC v. Teva Pharmaceuticals USA, Inc., et al.	OH	Federal	N.D. Ohio	1:19-op-45937

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Thomas F. Corbett Associates, LLC v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:19-op-45967
United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:18-op-45733
American Federation of State, County and Municipal Employees (AFSCME) District Council 47 Health & Welfare Fund v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008864
Asbestos Workers Local Union No. 2 Welfare Fund v. Allergan, PLC, et al.	PA	Federal	N.D. Ohio	1:21-op-45023
Bricklayers and Allied Craftworkers Local Union No. 1 of PA/DE v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008863
Carpenters Health & Welfare of Philadelphia & Vicinity v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008920
International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund and International Brotherhood of Electrical Workers Local 98 Sound and Communication Health & Welfare Fund v. Endo Pharmaceuticals, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190302063
International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan v. Allergan plc f/k/a Actavis plc, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190303872
International Union of Painters and Allied Trades, District Council No. 21 Welfare Fund v. Allergan, plc, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190301983
Laborers' District Council Building and Construction Health and Welfare Fund v. Purdue Pharma L.P., et al.	PA	Federal	N.D. Ohio	1:21-op-45019
MSI Corporation v. Purdue Pharma L.P., et al.	PA	Federal	N.D. Ohio	1:18-op-46053

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Philadelphia Federation of Teachers Health & Welfare Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	180403891
Plumbers' Local Union No. 690 Health Plan, on behalf of itself and all others similarly situated v. Teva Pharmaceuticals USA, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	CV-2019-007625
Public Service Insurance Company v. Teva Pharmaceuticals USA, Inc., et al.	PA	Federal	N.D. Ohio	1:20-op-45015
Sheet Metal Workers Local 19 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	PA	Federal	N.D. Ohio	1:21-op-45025
Sheet Metal Workers Local No. 25 Health and Welfare Fund, on behalf of itself and all others similarly situated v. Purdue Pharma, LP et al.	PA	Federal	N.D. Ohio	1:18-op-45002
Steamfitters Local 449 Medical & Benefit Fund v. Purdue Pharma, L.P., et al.	PA	State	PA - Court of Common Pleas of Delaware County	190901412
Trustees of the Unite Here Local 634 Health & Welfare Fund, PA v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008795
United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania, on behalf of itself and all others similarly situated v. Purdue Pharma, LP, et al.	PA	Federal	N.D. Ohio	1:17-op-45177
United Food and Commercial Workers Local 23 and Employers Health Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	180403485
Western Pennsylvania Electrical Employees Insurance Trust Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	181002038

Case Caption	State	State/Federal	Jurisdiction	Docket Number
United Food and Commercial Workers Health and Welfare Fund Local 1529 and Employers Health and Welfare Plan and Trust v. McKesson Corporation et al.	TN	Federal	N.D. Ohio	1:18-op-45700
United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund v. McKesson Corporation, et al	TN	Federal	N.D. Ohio	1:18-op-46109
Fire and Police Retiree Health Care Fund, San Antonio v. Richard Sackler, et al.	TX	State	TX - 152nd Judicial District of Harris County	2018-63587 & 2019-33724
Fire and Police Retiree Health Care Fund, San Antonio v. Richard D. Sackler, et al.	TX	State	T.X. Bexar County	2019-CI-06151
IBEW LOCAL 716 ELECTRICAL MEDICAL TRUST v. MCKESSON CORPORATION, et al.	TX	Federal	N.D. Ohio	1:20-op-45148
South Central UFCW Unions and Employers Health & Welfare Trust v. McKesson Corporation, et al.	TX	Federal	N.D. Ohio	1:18-op-45998
Security Health Plan of Wisconsin, Inc. v. Purdue Pharma L.P., et al	WI	Federal	N.D. Ohio	1:19-op-45867
Al Marino, Inc. v. Purdue Pharma LP, et al.	WV	Federal	N.D. Ohio	1:19-op-45976

EXHIBIT B

Non-Exhaustive List of Plaintiff Class Members[1]

Aboffs, Inc.
Advanced C4 Solutions, Inc.
AFL-CIO Local 475 Health & Welfare Fund
Agricultural Group Compensation Self-Insured Fund
Al Marino, Inc.
Allied Security Health & Welfare Fund
Alure Home Improvements
Amalgamated Union Local 450-A Welfare Fund
American Federation of State, County and Municipal Employees (AFSCME) District Council 47 Health & Welfare Fun
American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan
American Resources Insurance Company, Inc
Arizona Counties Insurance Pool
Arizona Municipal Risk Retention Pool
Arizona School Alliance for Workers Compensation Incorporated
Asbestos Workers Local 6 Health & Welfare Fund
Asbestos Workers Local Union No. 2 Welfare Fund
Austin & Williams, Inc.
Barnes, Iaccarino & Sheppard, LLC
Brer-Four Transportation Corporation
Bricklayers and Allied Craftworkers Local Union No. 1 of PA/DE
Brighton Health Plan Solutions, llc d/b/a MagnaCare Administrative Services
Brighton Health Plan Solutions, LLC d/b/a
Brookhaven Ambulance Co., Inc. d/b/a South Country Ambulance
Building Service Local 2 Welfare Fund
Building Trades Welfare Benefit Fund
Cardoza Plumbing Corporation
Carpenters Health & Welfare of Philadelphia & Vicinity
Cedar International Services, LLC
Central California Alliance for Health
Central States, Southeast and Southwest Areas Health Welfare Fund
Chicago Regional Council of Carpenters
Chicago Regional Council of Carpenters Welfare Fund
Cleveland Bakers and Teamsters Health and Welfare Fund
Commission on Medical Care, d/b/a Partnership HealthPlan of California
Corbett Aggregates Companies, LLC
CWA Local 1181 Health Plan
CWA Local 1182 & 1183 Health & Welfare Funds
Drywall Tapers Insurance Fund
Eastern Atlantic States Carpenters Health Fund F/K/A Northeast Carpenters Fund, NJ
Employer-Teamsters Local Nos. 175 & 505 Health & Welfare Fund
Employer-Teamsters Local Nos. 175 & 505 Retiree Health & Welfare Fund
Fire and Police Retiree Health Care Fund, San Antonio
Flint Plumbing and Pipefitting Industry Health Care Fund

[1] The inclusion of an entity on Exhibit A is not an admission that the entity's claims have not been released in a prior settlement with Teva.

Non-Exhaustive List of Plaintiff Class Members[1]

MagnaCare Administrative Services and MagnaCare, LLC
Gordon L. Seaman, Inc.
Health Plan of San Joaquin
HMO Louisiana, Inc.
Hollow Metal Trust Fund
Hui Huliau, A Native Hawaiian Organization
IBEW Local 25 Health & Benefit Fund
IBEW Local 716 Electrical Medical Trust
IBEW Local 90 Benefits Plan
Illinois Public Risk Fund
ILWU-PMA Welfare Plan
Inland Empire Health Plan
Intergovernmental Personnel Benefit Cooperative
Intergovernmental Risk Management Agency
International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan
International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund
International Brotherhood of Electrical Workers Local 98 Sound and Communication Health & Welfare Fund
International Brotherhood of Trade Unions Local 713
International Construction, Inc.
International Intimates, Inc.
International Union of Operating Engineers, Local 150
International Union of Painters and Allied Trades 1974
International Union of Painters and Allied Trades, District Council No. 21 Welfare Fund
Iron Workers Local 361 Health Fund
Iron Workers Local 40 Health Fund
Iron Workers Local 417 Health Fund
Ironworkers Local 580 Health & Benefit Plan
IUOE Local 138 Health Benefit Fund
John Martinez d/b/a John Martinez Trucking
Kaya Associates, Inc.
Kentucky League of Cities Insurance Services
Laborers 17 Health Benefit Fund
Laborers' District Council Building and Construction Health and Welfare Fund
Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund
Laborers Local 235 Welfare Fund
Lassen County Office of Education
LNO, Inc.
Local 22 Health Benefit Fund
Local 279 Cleveland Teachers Union
Local 342 United Marine Division Insurance Fund
Local 381 Group Insurance Fund
Local 493 Teamsters Health Services and Insurance Plan
Local 671 Teamsters Health Services and Insurance Plan
Local 677 Teamsters Health Services and Insurance Fund
Local 713 I.B.O.T.U. Welfare Fund
Local 8A-28A Welfare Fund
Local Initiative Health Authority for Los Angeles operating as L.A. Care Health Plan
Local No. 25 Sheet Metal Workers Health & Welfare Fund

Non-Exhaustive List of Plaintiff Class Members[1]

Local No. 38 IBEW Health and Welfare Fund
Louisiana Agricultural Compensation Self-Insured Fund
Louisiana Assessors Insurance Fund
Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana
Louisiana Loggers Self-Insured Fund
MAO-MSO Recovery II, LLC
MAO-MSO Recovery II, LLC
Marketing Services of Indiana, Inc.
Massachusetts Bricklayers & Masons Trust Funds
Mayflower Municipal Health Group
Medford Volunteer Ambulance
Medical Mutual of Ohio
Merrick Library
Metallic Lathers and Reinforcing Iron Workers Local 46 Health & Benefit Fund
Midwest Operating Engineers Health and Welfare Fund
Minute Men Select, Inc.
Minute Men, Inc.
MSI Corporation
MSP Recovery Claims, Series LLC
MSP Recovery Claims, Series LLC
MSP Recovery Claims, Series LLC
MSPA Claims 1, LLC
MSPA Claims 1, LLC
National Roofers Union & Employers Joint Health & Welfare Fund
New York City District Council of Carpenters Welfare Fund
NOITU Insurance Trust Fund
Northwest Arizona Employee Benefit Trust
Ohio Carpenters Health Fund
Ohio Conference of Teamsters & Industry Health and Welfare Fund
Painting Industry Insurance Fund
Philadelphia Federation of Teachers Health & Welfare Fund
Phillip Fyman and Alexander Weingarten, M.D., P.C.
Pioneer Telephone Cooperative, Inc. as Plan Sponsor and Fiduciary of Pioneer Telephone Cooperative, Inc. Employee Benefits Plan
Pioneer Telephone Cooperative, Inc. Employee Benefits Plan
Pipe Fitters Local Union No. 120 Insurance Fund
Pipefitters Local 636 Insurance Fund
Pleasant Valley School District
Plumbers & Steamfitters Local 166 Health and Welfare Fund
Plumbers Local Union No. 1 Welfare Fund
Plumbers Local Union No. 68 Welfare Fund
Plumbers' Local Union No. 690 Health Plan
Pointe Coupee Parish Health Services District Number 1
Public Service Insurance Company
Redwood Contracting Corp.
Risk Management, Inc.
Roofers Local 149 Security Benefit Trust Fund
Roofers Local 8 WBPA Fund
San Francisco Health Plan
San Leandro Unified School District
Santa Barbara San Luis Obispo Regional Health Authority, d/b/a CenCal Health

Non-Exhaustive List of Plaintiff Class Members[1]

Security Health Plan of Wisconsin, Inc.
Shamrock Materials, LLC
Sheet Metal Workers Local 19 Health Fund
Sheet Metal Workers Local 38 Insurance and Welfare Fund
South Central UFCW Unions and Employers Health & Welfare Trust
Southern Tier Building Trades Benefit Plan
Steamfitters Local 449 Medical & Benefit Fund
Structural Steel 806 Health Plan
Suffolk Transportation Services, Inc.
Susanville Elementary School District
Teamsters Health Services and Insurance Plan Local 404
Teamsters Local 237 Retirees' Benefit Fund
Teamsters Local 237 Welfare Fund
Teamsters Local 237 Welfare Fund, NY
Teamsters Local 445 Welfare Fund
Teamsters Local 456 Welfare Fund
Teamsters Local No. 348 Health & Welfare Fund
Teamsters Union Local No. 52 Health And Welfare Fund
The Black Prince Distillery, Inc.
The Par Group
Thomas F. Corbett Associates, LLC
Trustees of the Unite Here Local 634 Health & Welfare Fund, PA
UFCW Local 1500 Welfare Fund
UFCW Local 342 Healthcare Fund
UFCW Local 342 Welfare Fund
Uniformed Fire Officers Association Benefits Fund
United Crafts Benefits Fund
United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania
United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund
United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund
United Food and Commercial Workers Local 23 and Employers Health Fund
United Food and Commercial Workers Union UFCW Local 1529 and Employers Health and Welfare Plan and Trust
United Food and Commercial Workers Unions and Employers Health and Welfare Fund - Atlanta
United Wire, Metal & Machine Local 810 Health Benefit Fund
UOPW Local 175 Welfare Fund
Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan
Wayne Farms, LLC
West Bend Mutual Insurance Company
Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund
Western Pennsylvania Electrical Employees Insurance Trust Fund
Zenith Insurance Company
Znat Insurance Company

EXHIBIT C

United States District Court for the Northern District of Ohio
Eastern Division

IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION	MDL 2804 Case No. 1:17-md-2804

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FORM

IMPORTANT: ***If you filed a claim to participate in the previous TPP Class Settlement in this case, or if you filed a claim to participate in the TPP class settlement in In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation, then you do not have to complete the full claim form and submit supporting data again. Please simply complete Section A on page 2 and check a box in Section E on page 7 to rely on your previous claim filing.***

A Third-Party Payor (TPP) Class Member or an authorized agent for a TPP Class Member may complete this Claim Form. The Claims Administrator may request supporting documentation in addition to the documentation and information requested below. The Claims Administrator may reject a claim if the TPP Class Member or its authorized agent does not provide all requested documentation and information in a timely manner. If both a TPP Class Member and its authorized agent submit a Claim Form, the Claims Administrator will review both and determine which is controlling, as well as the amount of the Claim, giving consideration to the extent to which the claims overlap or supplement one another.

If you are a TPP Class Member submitting a Claim Form on your own behalf, you must provide the information requested in "**Section A – COMPANY OR HEALTH PLAN TPP CLASS MEMBER ONLY**," in addition to the other information requested in this Claim Form.

If you are an **authorized agent** of one or more TPP Class Members, you must provide the information requested in "**Section B – AUTHORIZED AGENT ONLY**," in addition to the other information requested in this Claim Form.

If you are submitting a Claim Form only as an authorized agent of two or more TPP Class Members, you may submit a separate Claim Form for each TPP Class Member OR you may submit a "Consolidated Claim" via a single Claim Form for all such TPP Class Members.

For those Consolidated Claims that are being submitted for multiple TPP Class Members, the filer shall provide **aggregate** information as directed in Sections C or D of this Claim Form, and submit along with this Claim Form a chart identifying the TPP Class Members included in the Consolidated Claim, as directed in Section B. For each TPP Class Member included in the Consolidated Claim, the chart shall provide: (i) the name of the TPP Class Member claimant and (ii) the TPP Class Member's Federal Tax Identification Number (FEIN).

The "TPP Methodology NDCs" and "TPP Methodology ICD Codes" necessary to complete Section C are available at **www.TPPOpioidSettlement.com.**

To qualify to receive a payment from the Settlement, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, **www.TPPOpioidSettlement.com**, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Claim Form postmarked (if mailed) or received (if submitted online) on or before **________, 2026,** will prevent you from receiving any payment from the Settlement. Submission of this Claim Form does not ensure that you will share in the payments related to the Settlement. If the Claims Administrator rejects or reduces your Claim, you may invoke the dispute resolution process described on page 7.

In Re: National Prescription Opiate Litigation

No. 1:17-md-2804 (N.D. Ohio)

MUST BE POSTMARKED ON OR BEFORE, OR SUBMITTED ONLINE BY ________, 2026

THIRD-PARTY PAYOR CLAIM FORM

Use Blue or Black Ink Only

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR (OR AN AUTHORIZED AGENT) AND NOT INDIVIDUAL CONSUMERS.

- Complete Section A only if you are filing as an individual TPP Class Member.
- Complete Section B only if you are an authorized agent filing on behalf of one or more TPP Class Members.

Section A: Company or Health Plan TPP Class Member Only

TPP Class Member Name

Contact Name

Care of (if applicable)

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number (FEIN)

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since January 1, 1996.

☐ Health Insurance Company/HMO

☐ Self-Insured Employee Health or Pharmacy Benefit Plan

☐ Self-Insured Health & Welfare Fund

☐ Other (Explain)

Section B: Authorized Agent Only

As an authorized agent, please check how your relationship with the TPP Class Member(s) is best described (you may be required to provide documentation demonstrating this relationship):

☐ Third-Party Administrator or Administrative Services Only Provider

☐ Pharmacy Benefit Manager

☐ Other (Explain): ______

Authorized Agent's Company Name

Contact Name

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every TPP Class Member (*i.e.,* Company or Health Plan) for whom you are submitting this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of TPP Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file. Contact the Claims Administrator to determine what formats are acceptable. Claim Forms submitted on behalf of two or more TPP Class Members are referred to as Consolidated Claims. In either case, the list shall be maintained as confidential by the Claims Administrator.

TPP CLASS MEMBER'S NAME	TPP CLASS MEMBER'S FEIN

Section C: TPP Claims Methodology 1 - Transactional Claims Data Available

Recognizing the difficulty of producing (claims or enrollment) data for the early part of the Class Period, we are asking for such data beginning only in 2008. TPP Class Members that are able to access pharmacy and medical transactional claims data from 2008-2024 must utilize the methodology outlined in this Section C to complete this Claim Form.

For the TPP Class Member(s) on whose behalf you are submitting this Claim Form, please provide the following information or utilize the forms for both individual and Consolidated Claims provided by the Claims Administrator at **www.TPPOpioidSettlement.com**.

i. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify: the total dollar amount paid or reimbursed by the TPP Class Member(s) for the TPP Methodology NDCs from January 1, 2008 to September 3, 2024.

ii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of member-years with an opioid use disorder (OUD) diagnosis based on the TPP Methodology ICD Codes from January 1, 2008 to September 3, 2024. Member-years with OUD diagnosis is the sum of the number of unique individuals with an OUD diagnosis within each year, totaled for the most recent 17 years of the damage period. (For example, if you had 10 people per year with OUD in each year for 5 years, that would equal 50 member-years with OUD diagnosis.)

iii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of Covered Lives* as of January 1, 2024.

iv. The TPP Claim amounts for TPP Class Members that provide the information identified above in this Section C will be calculated as follows:

   a. The estimated medical cost of OUD ($XX,XXX) will be multiplied by the number of member-years with OUD identified in Section C.ii.; and

   b. The dollar value provided in Section C.i. will be combined with the dollar value derived in Section C.iv.a.

*“Covered Lives” means the number of enrollees or beneficiaries covered by the TPP.

What should I do if I have transactional data available for some years but not others?

You **<u>must</u>** follow Methodology 1 outlined in Section C to complete the Claim Form for **all** the years between January 1, 2008 to September 3, 2024 for which you have transactional data available. You may use Methodology 2 outlined in Section D to complete the Claim Form for any remaining years for which you do not have transactional data available.

Please note, if you use Methodology 2 to submit a Claim Form for years that you have or could obtain data for, your entire claim may be rejected.

State	Total Dollar Amount Paid	Member-Years with OUD Diagnosis	Covered Lives as of January 1, 2024

Section D: TPP Claims Methodology 2 - Transactional Claims Data Unavailable

A TPP Class Member that is unable to access pharmacy and medical transactional claims data from 2008 – 2024, as necessary to complete Section C above, should utilize the methodology outlined in this Section D to complete this Claim Form. TPP Class Members electing to utilize TPP Methodology 2 must attest below that they do not have access to the necessary transactional claims data for completing TPP Methodology 1.

For each TPP Class Member on whose behalf you are submitting this Claim Form, and on an *aggregated basis for entities filing Consolidated Claims*, list the number of Covered Lives* for each year in the applicable group of states. Spreadsheet templates of this chart are also available on the Settlement website for both individual and Consolidated Claims, **www.TPPOpioidSettlement.com**.

The Claims Administrator may request documents or other information from you to support your response below regarding your membership.
*"Covered Lives" means the number of enrollees or beneficiaries covered by the TPP.

	Group 1: AK, AZ, CA, CO, GA, HI, ID, IL, MN, NV, NM, NY, SC, TX, UT, VT, VA, WA, WY Covered Lives	**Group 2: CT, IN, KS, LA, MD, MI, MS, MT, NE, NH, NC, ND, OR, SD, WI Covered Lives**	**Group 3: AL, AR, DE, DC, FL, IA, KY, ME, MA, MO, NJ, OH, OK, PA, RI, TN, WV Covered Lives**
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			

If you are unable to break down the number of covered lives by state, please complete the chart below with the number of covered lives by year. You may receive less than you may have otherwise been eligible for in accordance with the Plan of Allocation.

	All States Covered Lives
2008	
2009	
2010	
2011	
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

For TPP Class Members electing to utilize TPP Methodology 2: After all Claims have been filed, the Claims Administrator will calculate an average dollar value per covered life, based on all TPP information accumulated from submissions pursuant to Section C. The Claims Administrator will apply this average dollar value to the information provided above in this Section D.

Section E: Proof of Payment and Disputes Regarding Claim Amounts

Please provide as much of the information requested above as possible. **If you submitted pharmacy transaction data supporting: (1) your claim in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*; OR (2) your claim in the TPP Class Settlement with Settling Distributors in this case, then you do not need to submit transaction data with this claim, but you still must submit this claim form**. If you did not make a claim in *In re McKinsey* or in the previous TPP Class Settlement in this case, then you must complete this claim form and provide pharmacy transaction data supporting the claims identified in Section C.i. for amounts of $300,000 or more. The Claims Administrator may also require pharmacy transaction data for claims of less than $300,000, so keep related transaction data and any other claim documentation supporting your Claim (e.g., invoices) in case the Claims Administrator requests it later. If the Section C.i. amount is less than $300,000, you should still provide the pharmacy transaction data with your Claim submission if you can.

☐ ***Check this box if you provided data with your claim form in In re McKinsey and would like the Claims Administrator to use that data for your claim.***

☐ ***Check this box if you provided data with your claim form in the previous TPP Class Settlement in this case and would like the Claims Administrator to use that data for your claim.***

Please keep all medical transaction data supporting your Section C.ii. amounts in case the Claims Administrator requests it later.

If, after an audit of your Claim, the Claims Administrator still has questions about your Claim and you have not provided sufficient documentation of your Claim, the Claims Administrator may reject your Claim.

If the Claims Administrator rejects or reduces your Claim and you believe the rejection or reduction is in error, you may contact the Claims Administrator to request further review. If the dispute concerning your Claim cannot be resolved by the Claims Administrator and Settlement Class Counsel, you may request that the Court review your Claim.

Section F: Certification

I/We have read and am/are familiar with the contents of the Instructions accompanying this Claim Form. I/We certify that the information I/we have set forth in the above Claim Form and in any documents attached by me/us are true, correct, and complete to the best of my/our knowledge. I/We certify that I/we, or the TPP Class Member(s) I/we represent:

a. During the period January 1, 1996 to the date of entry of the Preliminary Approval Order, (i) paid and/or were reimbursed for Products that are identified in the TPP Methodology NDCs (which were manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members), for purposes other than resale, **and/or** (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, as identified in the TPP Methodology ICD Codes, on behalf of individual beneficiaries, insureds, and/or members; and

b. Is not one of the following excluded parties: (1) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (2) Pharmacy Benefit Managers (“PBMs”); (3) consumers; (4) fully insured plan sponsors; (5) Settling Defendants and their subsidiaries, affiliates, and controlled persons; (6) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family members of any such persons; (7) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s); and (8) anyone that excluded themselves from the TPP Class.

I/We further certify that I/we have provided all of the information requested above to the extent I/we have it.

I/We further certify that to the extent I/we am/are submitting this Claim Form pursuant to Section D, TPP Claims Methodology 2, above, I/we do not reasonably have access to the transactional claims data necessary to complete and submit this Claim Form pursuant to Section C, TPP Methodology 1.

To the extent I/we have been given authority to submit this Claim Form by one or more TPP Class Members on their behalf, and accordingly am/are submitting this Claim Form in the capacity of an authorized agent with authority to submit it, and to the extent I/we have been authorized to receive on behalf of the TPP Class Member(s) any and all amounts that may be allocated to them from the Settlement Fund, I/we certify that such authority has been properly vested in me/us and that I/we will fulfill all duties I/we may owe the TPP Class Member(s). If amounts from the Net Settlement Fund are distributed to me/us and a TPP Class Member later claims that I/we did not have the authority to claim and/or receive such amounts on its behalf, I/we and/or my/our employer will hold the Class, Settlement Class Counsel, Settling Defendants, and the Claims Administrator harmless with respect to any claims made by the TPP Class Member.

I/We further certify that that I/we, or the TPP Class Member(s) I/we represent, have authority to release all Released Claims on behalf of the TPP Class Member(s) and all other entities who are Releasors by virtue of their relationship or association with it/them.

I/We hereby submit to the jurisdiction of the United States District Court for the Northern District of Ohio for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I/We acknowledge that any false information or representations contained herein may subject me/us to sanctions, including the possibility of criminal prosecution. I/We agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Claims Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this ________day of _____________________2026.

Signature	Position/Title

Print Name	Date

Mail the completed Claim Form to the address below, postmarked on or before **________, 2026**, or submit the information online at the Settlement website below by that date:

In re National Prescription Opiate Litigation
c/o A.B. Data, Ltd.
P.O. Box 173026
Milwaukee, WI 53217
Toll-Free Telephone: 1-877-411-4860
Website: www.TPPOpioidSettlement.com
Email: info@TPPOpioidSettlement.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any required documentation supporting your claim.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Claims Administrator at info@TPPOpioidSettlement.com or via U.S. Mail at the address listed above.

EXHIBIT D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION	)	**MDL 2804**
	)	**Case No. 1:17-md-2804**
THIS DOCUMENT RELATES TO:	)	**Judge Dan Aaron Polster**
ALL THIRD PARTY PAYOR ACTIONS	)	

[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS' MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, AND (2) DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE 23(e)

Before the Court is Third Party Payor ("TPP") Plaintiffs' Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e), which seeks: (i) Preliminary Approval of the Settlement Agreement; (ii) preliminary certification, for settlement purposes only, of the Settlement Class; (iii) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (iv) appointment of Settlement Class Representatives; (v) approval of the Notice and proposed Notice Plan; (vi) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (vii) appointment of the Notice and Claims Administrator; and (viii) an order staying and enjoining Actions against Teva, including its subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the "Settlement") has been reached between Class Counsel for TPP Plaintiffs, on behalf of a proposed settlement class of TPPs, and Teva[1] that resolves certain claims against Teva pertaining to its manufacture, marketing, and distribution of opioids and alleged contribution to the opioid epidemic;

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit __ to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF No. __), unless otherwise defined herein;

WHEREAS, Teva does not oppose the Court's entry of the proposed Preliminary Approval Order;

WHEREAS, this Court has presided over and managed these MDL proceedings since the United States Judicial Panel on Multidistrict Litigation ("JPML") centralized the Actions before this Court, *In re: Nat'l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017);

WHEREAS, the Court finds it has jurisdiction over the Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement; and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

[1] "Teva" is defined here as set forth in Section I of the Class Action Settlement Agreement Among Third Party Payors and the Teva Defendants.

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

"Class" or "Settlement Class" includes:

> All entities that (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale, and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with Teva, (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and

2. (a) Teva and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of Teva, and the immediate family members of any such persons; and (c)

> persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Teva are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

II. **PRELIMINARY FINDINGS**

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the "fair, reasonable, and adequate" inquiry in the Sixth Circuit); Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF No. 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only, because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3). In fact, the proposed settlement class is nearly identical to the TPP settlement class the Court previously certified. *See generally* Order Granting TPP Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (September, 3, 2024), ECF No. 5616; Final Order and Judgment Granting TPP Plaintiffs' Motion for Final Approval of Class Action Settlement, and Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards (January 15, 2025), ECF No. 5869.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF No. __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF No. __-1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on Teva and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs' Motion for Final Approval and for Attorneys' Fees and Expenses:

Event	**Proposed Date** (unless specified otherwise, days herein are calendar days)	**Court-Adopted Date (if altered)**
Deadline for Teva to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the "Notice Date").	14 days following entry of Preliminary Approval Order	
Deadline for Interim Settlement Class Counsel to serve on Teva and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys' fees and expenses.	25 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Fairness Hearing	No earlier than the later of: (1) 100 days following submission of the Motion for Preliminary Approval; or (2) 5 days following Teva's deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] **________, 2026**, at **__:__ _.m.** at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House, 801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate; whether it should be finally approved by the Court; and whether the Actions as to Teva and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO TEVA

The stay of all MDL No. 2804 TPP Actions as to Teva, including its subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Class Representatives' and TPP Bellwether Plaintiffs' cases as to Teva, including its subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G. of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt-Out forms must be received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice and set forth in the chart above.

No "mass," "class," "group," or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G. of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

The procedure for Objections to the Settlement or to an award of fees or expenses to Settlement Class Counsel, as set forth in Section V.F. of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the TPP asserting it out of, or otherwise exclude that TPP from, the Settlement Class. A TPP within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, Interim Settlement Class Counsel shall direct and the Notice and Claims Administrator shall provide Teva's counsel with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. or were otherwise inadequate.

Pursuant to Section VI.C.2. of the Settlement Agreement, Teva may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Interim Settlement Class Counsel within fifteen (15) calendar days following receipt by Teva from Interim Settlement Class Counsel of the Opt-Out Report (the "Walk-Away Right"), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Teva.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Teva are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, the form or content of the Notice, or any other exhibits the Settlement Class

Representatives and Teva jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data to serve as the Notice and Claims Administrator, and authorizes A.B. Data, through data aggregators or otherwise, to request, obtain, and use Settlement Class Members' information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than ____________, 2026. Any Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit C to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. Within the later of twenty-one (21) calendar days of the entry of this Order or Teva's receipt of information and instructions required to effectuate a wire transfer in satisfaction of this paragraph, Teva shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than $1,000,000.00. The Escrow Agent may direct payment of up to $1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to Teva, including interest accrued, if, for any reason, the Effective Date does not occur.

All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable). Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to Teva.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of January 1, 2026 as set forth in Section V.C.2. of the Settlement, except as otherwise expressly provided in the Settlement Agreement. In such event, Teva will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

IT IS SO ORDERED.

DATED: ___________________________

____
THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

EXHIBIT E

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION	))	**MDL 2804**
	))	**Case No. 1:17-md-2804**
THIS DOCUMENT RELATES TO:	))	**Judge Dan Aaron Polster**
ALL THIRD PARTY PAYOR ACTIONS	)	

[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING THIRD PARTY PAYOR PLAINTIFFS' MOTION FOR (1) FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AND (2) AWARD OF ATTORNEYS' FEES AND EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS

Before the Court is Third Party Payor ("TPP") Plaintiffs' Motion for (1) Final Approval of Class Action Settlement,[1] and (2) Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards. The background, procedural history, and Settlement terms were summarized in the Court's Order Granting TPP Plaintiffs' Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e). *See* ECF No. __ ("Preliminary Approval Order"). In brief, the Settlement between Interim Settlement Class Counsel for TPP Plaintiffs, on behalf of a proposed Settlement

[1] For the avoidance of doubt, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit __ to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF No. __).

Class of TPPs, and Teva[2] provides $45 million to compensate the Settlement Class for harms allegedly incurred as part of the ongoing, nationwide opioid crisis.

I. CLASS CERTIFICATION AND SETTLEMENT APPROVAL

When presented with a motion for final approval of a class action settlement, a court first evaluates whether certification of a settlement class is appropriate under Rule 23(a)-(b) of the Federal Rules of Civil Procedure. Rule 23(a) provides that a class action is proper only if four requirements are met: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *See* Fed. R. Civ. P. 23(a)(1)-(4). As relevant here, certification of a Rule 23(b)(3) settlement class action requires that: (1) "the questions of law or fact common to class members predominate over any questions affecting only individual members"; and (2) "a class action [be] superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). In its Preliminary Approval Order, the Court concluded that the Settlement Class, as defined therein, and its Settlement Class Representatives were likely to satisfy these requirements and that Interim Settlement Class Counsel met the requirements of Rule 23(g). *See* Preliminary Approval Order at __. The Court finds no reason to disturb its earlier conclusions, as the requirements of Rule 23(a), (b)(3), and (g) were satisfied then, and they remain satisfied now. Accordingly, the Court concludes that certification of the Settlement Class is appropriate.

After finding that the Settlement Class satisfies Rule 23(a) and (b)(3), the Court must determine whether the Settlement is fundamentally "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). The Court is familiar with the standards applicable to certification of a

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[2] "Teva" is defined as set forth in Section I of the Class Action Settlement Agreement Among Third Party Payors and the Teva Defendants.

settlement class, having applied these standards in the Preliminary Approval Order to conclude that the Settlement appeared to be "fair, reasonable, and adequate[.]" *See* Preliminary Approval Order at __. *See also Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the "fair, reasonable, and adequate" inquiry in the Sixth Circuit); *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205-06 (6th Cir. 1992) (noting that district courts enjoy broad discretion when applying the Rule 23(e)(2) factors).

Now, in granting final approval of the Settlement, the Court has considered each of the Rule 23(e) factors and finds that the Settlement Class Representatives and Interim Settlement Class Counsel have adequately represented the Settlement Class; the Settlement Agreement was negotiated at arm's length; the relief provided for the Settlement Class is adequate; and the Plan of Allocation treats Settlement Class Members equitably relative to one another. *See* Fed. R. Civ. P. 23(e)(2).

These conclusions are bolstered by the Settlement Class Members' favorable reaction to the Settlement: __ TPPs objected to the settlement, and, out of over 40,000 potential Settlement Class Members that were notified, only __ TPPs (less than __%) excluded themselves from the settlement. This factor supports final approval. *See Whitlock*, 843 F.3d at 1093 (considering as part of the Rule 23(e)(2) seven-factor analysis "the reaction of absent class members").

In addition, the Court finds that the Court-approved notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order fully complied in all respects with the requirements of Fed. R. Civ. P. 23 and due process, and the notice constituted the best notice practicable under the circumstances and was reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of this Action, their right to object to or exclude themselves from the Settlement, and their right to appear at the Fairness Hearing.

The Court also finds that Teva has complied with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711–15, and its notice requirements by providing appropriate federal and state officials with information about the Settlement Agreement.

II. REQUESTED ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS

"The determination of a reasonable fee must be reached through an evaluation of a myriad of factors, all within the knowledge of the trial court, examined in light of the congressional policy underlying the substantive portions of the statute providing for the award of fees." *United Slate, Tile & Composition Roofer, Damp & Waterproof Workers Ass'n, Local 307 v. G & M Roofing & Sheet Metal Co.*, 732 F.2d 495, 501 (6th Cir. 1984); *see also Feiertag v. DDP Holdings, LLC*, 2016 WL 4721208, at *6 (S.D. Ohio Sept. 9, 2016) (applying factors to determine a reasonable attorneys' fee). Attorneys' fees may be properly awarded as a "percentage of the fund method." *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993).

Interim Co-Lead Settlement Class Counsel request a fee award of __% of the Settlement Funds, plus all reimbursable costs and service awards. The fee amount includes the common benefit obligations due under the Court's common benefit-related Orders (*see* ECF No. 4428, May 9, 2022 Ongoing Common Benefit Order). Such a fee award is consistent with the Court's previous approval. *See* Distributors Final Approval Order at 8, 11-12 (Jan 15, 2025), ECF No. 5869.

III. CONCLUSION

Accordingly, the Court hereby orders, adjudges, finds, and decrees as follows:

The Court **DISMISSES** the Actions coordinated under MDL No. 2804 and all claims contained therein, as well as all of the Released Claims with prejudice as to the Released Entities only. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

Only those entities listed in the Opt-Out Report appended to Exhibit 1 of the Supplemental Joint Declaration of Elizabeth J. Cabraser and Paul J. Geller (ECF No. __) that timely submitted valid requests to opt out of the Settlement Class are not bound by this Order. Those entities are not entitled to any recovery from the Settlement.

The Court **GRANTS** class certification for settlement purposes only.

The Court **CONFIRMS** the appointment of Interim Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, as Settlement Class Counsel. The Court also **CONFIRMS** the appointment of Interim Co-Lead Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, as Co-Lead Settlement Class Counsel.

The Court **CONFIRMS** the appointment of Settlement Class Representatives Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

The Court **GRANTS** Co-Lead Settlement Class Counsel's request for attorneys' fees and costs, subject to the Court's common benefit-related Orders. The Court hereby **AWARDS**: notice and administration costs, expert costs, and Settlement Class Counsel expenses; attorneys' fees of __% of the Settlement Funds; and the below service awards. The attorneys' fee award includes the common benefit obligations due under the Court's common benefit-related Orders, which shall be allocated by the existing Fee Panel among qualified applicants firms that it determines did work that inured to the common benefit of the TPPs. The fee award net of the common benefit assessment shall be allocated by Co-Lead Settlement Class Counsel among firms actively litigating on behalf of the TPP Class, with any appeals to such allocation going to Special Master Cohen.

The Court **GRANTS** Settlement Class Counsel's request for service awards of $50,000 to each of the Settlement Class Representatives which are TPP Bellwether Plaintiffs, *see* ECF No. 5225, and $10,000 to the three other Class Representatives.

The Court hereby discharges and releases the Released Claims as to the Released Entities, as those terms are used and defined in the Settlement Agreement.

The Court hereby permanently bars and enjoins the institution and prosecution by any Settlement Class Representative, Settlement Class Member, Releasor, and anyone claiming through or on behalf of any of them, of any other action against the Released Entities in any court or other forum asserting any of the Released Claims, or any claim related in any way to the Released Claims, as those terms are used and defined in the Settlement Agreement.

All Settlement Class Members, Releasors, and anyone claiming through or on behalf of any of them, shall cooperate with Teva to promptly dismiss with prejudice as to any of the Released Entities the Actions listed on Exhibit A to the Settlement Agreement that are not coordinated under MDL No. 2804 and all other pending litigation asserting any Released Claims against any of the Released Entities.

The Court hereby discharges and releases all Settlement Class Representatives, Settlement Class Members, and their counsel of the claims provided in Section IX.L of the Settlement Agreement.

Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim or of any wrongdoing or liability of Teva or

Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Teva or Released Entities in any civil, criminal, or administrative proceeding in any court or other forum. Notwithstanding the foregoing, Teva and/or the Released Entities may file the Settlement Agreement and/or this Final Judgment in any other action that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion or similar defense.

Therefore, pursuant to, and in accordance with, Fed. R. Civ. P. Rule 23, the Court hereby fully and finally approves the Settlement Agreement in its entirety and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement is in the best interests of the Settlement Class Representatives and all Settlement Class Members, and is consistent and in compliance with all applicable laws and rules. The Court further finds that the Settlement Agreement is the product of intensive, thorough, serious, informed, and non-collusive negotiations overseen by the mediator. The Court further finds that the Parties have evidenced full compliance with the Preliminary Approval Order.

All objections to the Settlement Agreement are found to be without merit and are overruled.

Without further approval from the Court, and without the express written consent of Settlement Class Counsel and Teva, the Settlement is not subject to any material modification.

The terms of the Settlement and of this Final Order and Judgment are forever binding on the Settling Parties and Settlement Class Members, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates, and assigns. Settlement Class Members include all entities within the Class definition in Section III.A.1. of the Settlement Agreement that did not submit a timely and valid Opt-Out in accordance with the procedures in the Settlement Agreement and the Preliminary Approval Order.

The Court finds that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Entity against any Released Entities for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity and Teva, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, O.H. Code § 2307.28 and similar laws in other states or jurisdictions.

The Court further reserves and retains exclusive and continuing jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, Class Counsel as the Escrow Account's tax administrator, and all future proceedings concerning the administration, consummation, and enforcement of the Settlement Agreement and to effectuate its terms.

In the event that, for any reason, the Effective Date does not occur in accordance with the terms of the Settlement Agreement then: (i) this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated; (ii) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement; and (iii) the Settlement Funds shall be returned to Teva in accordance with the Settlement Agreement.

The Court finds, pursuant to Fed. R. Civ. P. 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: ______________________

____
THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE