

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IRON WORKERS DISTRICT
COUNCIL OF NEW ENGLAND
HEALTH AND WELFARE FUND, UTAH-IDAHO
TEAMSTERS SECURITY FUND, JACKSONVILLE
POLICE OFFICERS AND FIRE FIGHTERS
HEALTH INSURANCE TRUST, and NYST
COUNCIL HEALTH & HOSPITAL FUND, on
behalf of themselves and others similarly situated,

Plaintiffs

v.

TEVA PHARMACEUTICAL INDUSTRIES LTD.;
TEVA PHARMACEUTICALS USA, INC.; TEVA
BRANDED PHARMACEUTICAL PRODUCTS
R&D LLC; and NORTON (WATERFORD) LTD.,

Defendants.

Civil Action No. 1:23-cv-11131 (NMG)

Instructions for Submitting Your Consumer Claim Form

If you are a Class Member who is an individual consumer, you may file a claim to ask for a payment from the Settlement. Your identity will not be made public during any part of the claims process. You must complete this Claim Form and mail it to the Claims Administrator at the address provided below, postmarked **no later than July 31, 2026**, or you can submit your claim online at www.QVARantitrustsettlement.com, **no later than July 31, 2026**.

- Complete all required sections of the attached Claim Form:
 1. Complete *Section A*. You must provide your name and contact information.
 2. Review and complete *Section B* to confirm you qualify to file a claim.
 3. Complete *Section C* to provide information about your total purchases of QVAR and/or QVAR Redihaler products.
 4. Review *Section D* and provide supporting documents showing you purchased or paid for QVAR or QVAR Redihaler products at least once.
 5. Review *Section E* and sign the Claim Form to certify that the information you provided is true and correct to the best of your knowledge.
- By signing and submitting the Claim Form, you are swearing under penalty of perjury that you qualify to submit a claim based on the criteria in *Section B*.
- You have two options to submit your Claim Form:
 - You can mail your completed and signed Claim Form and supporting documents by First-Class U.S. Mail, postage prepaid, postmarked no later than **July 31, 2026**, to:

QVAR Antitrust Settlement
c/o A.B. Data, Ltd.
P.O. Box 173034
Milwaukee, WI 53217
 - You can complete and submit the Claim Form and upload supporting documents on the Settlement website, www.QVARantitrustsettlement.com, no later than **July 31, 2026**. If you complete the online Claim Form, you will receive a receipt saying that your claim was submitted. If you choose this option and file a claim electronically, your electronic signature and submission of the form will conform to the requirements of the Electronic Signatures Act, 15 U.S.C. § 7001, *et seq.*, and will have the same force and effect as if you signed the Claim Form in hard copy.
- If your completed Claim Form is not postmarked (if mailed) or received (if submitted) online by **July 31, 2026**, you will not receive any payment from this Settlement. Submitting this Claim Form does not guarantee that you will receive payment from the Settlement. If the Claims Administrator rejects or reduces your Claim, you may follow the dispute resolution process described on pages 3-4.

**MUST BE POSTMARKED
ON OR BEFORE,
OR SUBMITTED ONLINE
BY, JULY 31, 2026.**

**QVAR
Antitrust Settlement**

CONSUMER CLAIM FORM

Use Blue or Black Ink Only.

Attention: This form should only be filled out if you are a Consumer. If you are a Third-Party Payor, please fill out the Third-Party Payor Claim Form, available at www.QVARantitrustsettlement.com.

Section A: Claimant Identification

Claimant's Name

Agent/Legal Representative (if any)

Street Address

City

State

Zip Code

Daytime Telephone Number

Email Address*

*By providing your email address, you authorize the Claims Administrator to use that email address to send you information relevant to this claim.

Section B: Should I File a Claim Form?

You may be eligible to file a Claim Form and get a payment from the proposed Settlement if you are a member of the Class. For consumers, the Class is defined as follows:

All persons who, for consumption by themselves or their families, purchased, paid, and/or provided reimbursement for some or all of the purchase price of QVAR and/or QVAR Redihaler in the Class States, other than for resale, at any time from January 1, 2015 through July 31, 2025 (the "Class Period").

"Class States" means the following states and territories: Alaska, Arkansas, Arizona, California, Connecticut, Delaware, D.C., Florida, Hawaii, Illinois, Indiana, Iowa, Kansas, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Dakota, Tennessee, Texas, Utah, Virginia, Vermont, Washington, West Virginia, Wisconsin, and Wyoming.

Please note certain persons and entities are **not included** in the Settlement. You should not file a claim if you are:

- Teva and its respective subsidiaries and affiliates;
- Federal and state governmental entities; and/or
- Persons who excluded themselves from (or opted out of) the Class.

If you excluded yourself from the Class, you may not file a claim.

Check this box and sign the certification in *Section E* to confirm that you (or the claimant) identified in *Section A* is a consumer Class Member and none of the exclusion criteria above is applicable. If any of the exclusion criteria applies to you (or the claimant), the Claims Administrator may reject this claim.

Section C: Purchase Information

Please type or print in the boxes below the total number of prescriptions and amount you paid for QVAR or QVAR Redihaler products you purchased in the Class States listed in *Section B* from January 1, 2015, through July 31, 2025. For retail purchases, the State of purchase is the State where the pharmacy is physically located. If any purchases were made by mail order, the State to which the prescription was sent—most likely your state/territory of residence—is considered the State of purchase. For example, if you purchased QVAR or QVAR Redihaler products by mail order and had the prescription sent to Alaska, Alaska would be considered the State of purchase for that transaction, and you could include the purchase in this claim. On the other hand, if you purchased QVAR or QVAR Redihaler products by mail order and had the prescription sent to South Carolina, you could not include that purchase in this claim because the State of purchase would be considered South Carolina, which is not one of the Class States listed in *Section B*.

Total number of prescriptions of QVAR or QVAR Redihaler products you purchased in the Class States from January 1, 2015, through July 31, 2025:	
Total out-of-pocket amount you paid for the QVAR and/or QVAR Redihaler products you purchased above:	\$

Section D: Claim Documentation and Disputes Regarding Claim Amounts

You may file a claim by providing the information requested in *Sections A, B, and C* and completing the certification in *Section E*, below.

You should also submit any of the following acceptable documents to support your claim:

- 1) Records from your pharmacy or insurer showing that you purchased QVAR or QVAR Redihaler products at least once;
- 2) A note from your doctor (or records) describing the amount of QVAR or QVAR Redihaler products you were prescribed;
- 3) An explanation of benefits (“EOB”) from your health plan or insurer describing transactions in QVAR or QVAR Redihaler products; and/or
- 4) Other records showing you purchased QVAR or QVAR Redihaler products, in the Class States, at any time from January 1, 2015 through July 31, 2025. These records could include receipts, checkbook entries, credit card statements, or other documents.

Note: You must submit documents to support the purchases you claimed and complete the certification below. If you do not provide supporting documents, the Claims Administrator will ask you for additional documents to support your claim after you submit your Claim Form, so please keep all records of your purchases, such as receipts, checkbook entries, credit-card statements, and insurance EOBs. Claims may be audited and rejected because of fraud concerns or potentially inaccurate amounts based on expected average purchases.

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 ask for further review. If the dispute about your claim cannot be resolved by the Claims Administrator and Class Counsel, you may ask the Court to review your claim.

To request Court review, you must send the Claims Administrator a signed written statement (a) stating the reasons you disagree with your claim being rejected or the determined payment amount; and (b) specifically stating that you “request that the Court review the determination regarding this claim.” You must include all documents supporting your argument(s). The Claims Administrator and Class Counsel will present the dispute to the Court for review, which may include one or more public filings with the Court describing the dispute and arguments about it. However, any personal medical data and history related to the dispute will be filed under seal so that it will remain confidential. Please note that you should ask for Court review only if you disagree with the Claims Administrator’s determination regarding your claim.

Section E: Certification

By signing below, I hereby swear and affirm that I have read and am familiar with the content of this Claim Form. I certify that the information I provided in this Claim Form and any documents I attached are true, correct, and complete to the best of my knowledge.

I certify that I, or the consumer Class Member I represent, purchased, paid, and/or provided reimbursement for some or all of the purchase price for QVAR or QVAR Redihaler products for personal consumption or consumption by family member(s), from January 1, 2015 through July 31, 2025, in the Class States.

I certify that I, or the Class Member I represent, did not ask to be excluded ("opt out") from the Class in this lawsuit and did not purchase QVAR or QVAR Redihaler products for purposes of resale (not for personal use). In addition, I am not (or the represented Class Member is not) among the persons or entities that have been excluded from the Class, which are listed above in *Section B*.

I certify that I have provided all of the information requested above to the extent I have it.

I certify that I, or the Class Member I represent, have read and are familiar with the releases stated in Paragraph 12 of the Settlement Agreement. The releases in that Paragraph state as follows:

- a) Upon the occurrence of the Effective Date as defined in Paragraph 6 [of the Settlement Agreement], and in consideration for the Settlement Fund Amount described in this Settlement Agreement, End-Payor Plaintiffs and the End-Payor Class subject to the Court's approval, will, on behalf of all End-Payor Class members and their respective past and present parents, subsidiaries, and affiliates, general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives (the "Releasing Parties"), release and forever discharge, and covenant not to sue Teva and its respective past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, general partners, limited partners, officers, directors, management, supervisory boards, insurers, employees, agents, servants, trustees, associates, attorneys, and any of their legal representatives (and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing) (the "Released Parties") from all past, present, or future liabilities, claims, demands, obligations, suits, damages, penalties, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether class, individual, or otherwise in nature, and arising out of or relating to any conduct, events, or transactions (i) whether known or unknown, that were alleged, or which reasonably could have been alleged, in the End-Payor Class Action concerning the alleged anticompetitive scheme to prevent and delay approval and market entry of AB-rated generic equivalents of QVAR or QVAR Redihaler, or (ii) whether known or reasonably capable of being known as of the effective date of the Settlement Agreement, concerning end-payor purchases of QVAR, QVAR Redihaler, and/or AB-rated generic equivalents of QVAR or QVAR Redihaler arising under the Sherman Act, 15 U.S.C. §§ 1 & 2, et seq., or any other federal or state statute or common-law doctrine relating to antitrust or consumer protection (collectively, the "Released Claims"). Upon the Effective Date, the Releasing Parties will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any forum whatsoever, including any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against the Released Parties. Releasing Parties' release shall not extend to claims of any sort that do not relate specifically to the purchase of QVAR or QVAR Redihaler, or that are not contained in, are not based on, or do not arise out of the identical factual predicate alleged in the Complaint.
- b) Upon the occurrence of the Effective Date as defined in Paragraph 6 [of the Settlement Agreement], Defendants and each of the Released Parties release and forever discharge, and covenant not to sue, the Releasing Parties, including End-Payor Plaintiffs, members of the Settlement Class, and End-Payor Plaintiffs' Counsel, from all past, present, or future liabilities, claims, demands, obligations, suits, damages, penalties, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether class, individual, or otherwise in nature, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, assertion, settlement, or resolution of the End-Payor Class Action or the Released Claims (the "Released Parties' Claims"). Released Parties' Claims shall not include any: (i) future claims relating to the enforcement of the Settlement Agreement; or (ii) claims against any person or entity that submits a request for exclusion from the Settlement Class in connection with the Notice and whose request is accepted by the Court. For the avoidance of doubt, the release in this paragraph is intended only to cover litigation conduct in this End-Payor Class Action.

- c) In addition, End-Payor Plaintiffs, on behalf of themselves and all other Releasing Parties, and Defendants and each of the Released Parties, hereby expressly waive, release, and forever discharge, upon the Settlement becoming final, any provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. 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;

or 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. The Releasing Parties and Released Parties may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Paragraph 12, but each Releasing Party and each Released Party hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon this Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims or Released Parties' Claims, as applicable, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

- d) This Settlement is not intended to and does not release claims arising in the ordinary course of business between the Releasing Parties and the Released Parties that are unrelated to the allegations in the End-Payor Class Action, such as claims under Article 2 of the Uniform Commercial Code (pertaining to Sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury.

If a consumer Class Member authorized me to submit this Claim Form on their behalf and I am submitting this Claim Form as an authorized agent, and to the extent I have been authorized to receive any and all amounts from the Settlement Fund that may be allocated to this consumer Class Member on their behalf, I certify that such authority has been properly vested in me, and I will fulfill all duties I may owe the consumer Class Member. If amounts from the Settlement Fund are distributed to me, and a consumer Class Member later claims I did not have the authority to claim and/or receive those amounts on their behalf, I and/or my employer will hold the Class, Class Counsel, and the Claims Administrator harmless with respect to any claims made by the consumer Class Member.

I hereby submit to the jurisdiction of the United States District Court for the District of Massachusetts for all purposes connected with this Claim Form, including resolving disputes related to this Claim Form. I acknowledge that if I provided any false information or representations related to this claim, I may be subject to sanctions, including criminal prosecution. If the Claims Administrator asks me to send additional supporting documents to prove the information I wrote in this Claim Form is correct, I agree to provide them.

I certify that the above information I (the undersigned) provided is true and correct to the best of my knowledge, and this Claim Form was signed on _____ 20 ____.

Signature

Print or Type Name

Mail your completed Claim Form, along with any documents that support your claim, to the address below, postmarked no later than **July 31, 2026**, or submit the information online at the website below by that date:

QVAR Antitrust Settlement
c/o A.B. Data, Ltd.
P.O. Box 173034
Milwaukee, WI 53217
Toll-Free Telephone: 1-866-588-8524
Website: www.QVARantitrustsettlement.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form or complete the online Claim Form. Attach or upload any documents supporting your claim.
2. Keep a copy of your Claim Form and supporting documents for your records.
3. If you would also like a receipt acknowledging your Claim Form was received, 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@QVARantitrustsettlement.com or via U.S. Mail at the address above.