UNITED STATES DISTRICT COURT
FOR THE 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.

Civ. No. 23-cv-11131 (NMG)

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT

WHEREAS, pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3), and 23(e), the parties in the above-captioned matter seek entry of an order, *inter alia*, approving a class wide settlement of this Action (the "Settlement") pursuant to the terms and provisions of the Settlement Agreement dated September 25, 2025, with attached exhibits (the "Settlement Agreement"), ECF 198-1 (Oct. 24, 2025); certifying the Settlement Class (defined below) for settlement purposes only;

WHEREAS, by order dated April 2, 2026 (the "Preliminary Approval Order"), this Court: (i) preliminarily approved the Settlement; (ii) ordered that notice of the proposed Settlement be provided to the Settlement Class; (iii) provided Class Members with the opportunity to object to the proposed Settlement; and (iv) scheduled a hearing regarding final approval of the Settlement;

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WHEREAS, on June 26, 2026, Defendants[1] submitted to the Court notice that they have complied with the obligations imposed on them under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715;

WHEREAS, the Court has read and considered the End-Payor Plaintiffs'[2] Motion for Final Approval of Proposed Settlement and Certification of the Settlement Class, ECF No. ___; and the Declaration of Eric J. Miller Regarding (A) Mailing Of The Postcard Notice, (B) Publication Of Summary Notice, and (C) report on Exclusions, Objections, and Requests to Speak at Fariness Hearing Received to Date and all exhibits thereto, ECF No. ___ (the "Miller Decl."); and

WHEREAS, the Court held a duly-noticed fairness hearing on August 5, 2026 (the "Fairness Hearing"),

NOW, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d), and venue is proper in this District.

3. The Court has personal jurisdiction over the End-Payor Plaintiffs, Settlement Class members, and Teva.

Certification of the Settlement Class

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, for settlement purposes only, the following Settlement Class:

> All persons or entities that, for consumption by themselves, their families, or their members, insureds, or beneficiaries, purchased, paid, and/or provided reimbursement for some or all of the purchase price of QVAR and/or QVAR Redihaler in the Class States,[3] other than for resale, at any

[1] Defendants are Teva Pharmaceutical Industries Ltd.; Teva Pharmaceuticals USA, Inc.; Teva Branded Pharmaceutical Products R&D LLC; and Norton (Waterford) Ltd. (collectively, "Teva").

[2] The End-Payor Plaintiffs are the Iron Workers District Council of New England Health and Welfare Fund, the Utah-Idaho Teamsters Security Fund, the Jacksonville Police Officers and Fire Fighters Health Insurance Trust, and the NYST Council Health & Hospital Fund.

[3] The Class States are: Alaska, Arkansas, Arizona, California, Connecticut, Delaware, D.C., Florida, Hawaii, Illinois, Indiana,

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time from January 1, 2015 through July 31, 2025 (the "Class Period").

The following persons or entities are excluded from the End-Payor Class:

a. Teva and their respective subsidiaries and affiliates;

b. federal and state governmental entities; and

c. all persons or entities listed in Exhibit G to the Miller Decl.

5. Pursuant to Rule 23(e)(1)(B)(ii), the Court finds that it is able to certify the Settlement Class for purposes of judgment on the proposed Settlement.

6. Under Rule 23(a)(1), the Court determines that the Settlement Class is so numerous and geographically diverse that joinder of all members is impracticable, particularly given the nature of the action, matters of judicial economy, and class members' geographical diversity. Thousands of End-Payor Plaintiffs paid or reimbursed for all or part of the purchase price of QVAR and/or QVAR Redihaler during the Class Period around the country. This is sufficient to establish numerosity and to establish the impracticality of joinder requirement of Rule 23(a)(1).

7. Under Rule 23(a)(2), the Court determines that the Settlement Class presents questions of law or fact common to the Settlement Class, including common questions regarding whether Teva willfully obtained and maintained monopoly power in the market for QVAR; whether Teva engaged in anticompetitive conduct; whether that conduct delayed generic entry; and whether that conduct led to overcharges for QVAR and QVAR Redihaler.

8. The Court appoints the End-Payor Plaintiffs as Settlement Class Representatives for the following reasons:

9. The End-Payor Plaintiffs allege, on behalf of the Settlement Class, the same manner of injury from the same course of conduct of which they complain themselves, and they assert on their own

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.

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behalf the same legal theories they assert for the Settlement Class as a whole. The Court therefore determines that, for purposes of settlement, the End-Payor Plaintiffs' claims are typical of the claims of the proposed Settlement Class within the meaning of Rule 23(a)(3); and

10. Pursuant to Rule 23(a)(4), the Court determines that the End-Payor Plaintiffs have and will continue to fairly and adequately protect the interests of the Settlement Class. The End-Payor Plaintiffs' interests do not conflict with the interests of absent Settlement Class members. All members of the Settlement Class share a common interest in proving the alleged anticompetitive conduct, and all Settlement Class members share a common interest in recovering damages from Teva. Moreover, like End-Payor Plaintiffs, the Settlement Class is made up of entities and individual consumers that, for consumption for themselves or by their members, insureds, or beneficiaries, paid and/or provided reimbursement for some or all of the purchase price of QVAR or QVAR Redihaler in the Class States or territories, and any member of the Settlement Class that wishes to opt out will be given an opportunity to do so. Furthermore, Class Counsel are well qualified to represent the Settlement Class in this case, given their experience in prior cases and the vigor with which they have prosecuted this Action.

11. The Court determines that the Settlement Class is ascertainable under the standards established by the First Circuit. The class definition consists of objective criteria and the Settlement Class can be ascertained through a reliable and administratively feasible methodology.

12. Pursuant to Rule 23(b)(3), the Court determines that common questions of law and fact predominate over questions affecting only individual members of the Settlement Class. The issues in this Action are subject to generalized proof, and thus applicable to the Settlement Class as a whole, and such issues predominate over those issues that are subject only to individualized proof.

13. Also pursuant to Rule 23(b)(3), the Court determines that a class action is superior to other available methods for the fair and efficient adjudication of this Action. The Court believes it is desirable, for purposes of judicial and litigation efficiency, to concentrate in a single action the claims of the End-

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Payor Settlement Class. The Court also believes there are few manageability problems presented by a case such as this, particularly given the Settlement preliminarily approved in this Order. *See In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 68 (D. Mass. 2005) (noting that courts need not inquire whether the case, if tried, would present intractable management problems and that the law favors class action settlements). *See also Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

Class Notice

14. The Court finds that the dissemination by publication of the Notice: (i) ~~were~~ was implemented in accordance with the Preliminary Approval Orders; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (a) the effect of the proposed Settlement (including the Releases to be provided thereunder), (b) Class Counsel's application for an award of attorneys' fees, reimbursement of expenses, and service awards; (c) their right to object to any aspect of the Settlement, the Distribution Plan, and/or Class Counsel's application for an award of attorneys' fees, reimbursement of expenses, and service awards, and (d) their right to appear at the Fairness Hearing; (iv) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (v) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Final Approval of the Proposed Settlement

15. The Court finds that no objections to the Settlement have been submitted. Notwithstanding the lack of objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

16. Pursuant to Rule 23(e)(1)(B)(ii), the Court finds that it is able to approve the Settlement under the factors set forth in Rule 23(e)(2).

17. The Court finds that each of these factors has been met. The Settlement Class Representatives and Class Counsel have adequately represented the Settlement Class. The Settlement

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Agreement was the result of extensive, arm's-length negotiations of disputed claims, with sufficient discovery. The relief afforded to the Settlement Class under the Settlement Agreement is adequate taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class member claims; (iii) the terms of the proposed award of attorney's fees, including timing of payment; and (iv) all agreements in connection with the proposed Settlement. And the proposed Settlement treats Settlement Class members equitably relative to each other.

18. Under these circumstances, the Court finds that the Settlement is within the range of possible approval.

19. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation, the amount of the Settlement, the Releases provided for therein, and the dismissal with prejudice of the claims asserted against the Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class.

Dismissal of Claims and Entry of Final Judgment

20. All of the claims asserted against the Defendants in the Action by Plaintiffs are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

21. The terms of the Settlement Agreement and of this Judgment shall be binding on the Defendants, Plaintiffs, and the other Released Parties (regardless of whether or not any individual Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective heirs, executors, administrators, predecessors, parents, subsidiaries, affiliates, trustees, successors, and assigns in their capacities as such.

22. The Releases set forth in ¶ 12 of the Settlement Agreement are expressly incorporated

herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to ¶ 23 of this Order, upon the Effective Date of the Settlement, Plaintiffs and Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every of the Releasing Parties' Claims against the Released Parties, and shall forever be enjoined from prosecuting any or all of the Releasing Parties' Claims against any of the Released Parties.

(b) The Court declares that this Judgment and the Settlement Agreement, including the exhibits thereto, shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties encompassed by the Releasing Parties' Claims that are maintained by or on behalf of any Plaintiffs. Moreover, the Released Parties may file this Judgment, the Settlement Agreement, including the exhibits thereto, and the Distribution Plan in any action that may be brought against any of them in order to support a defense or counterclaim based on the principles of res judicata, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

i. Although the foregoing release is not a general release, such release constitutes a waiver of Section 1542 of the California Civil Code and any similar statutes (to the extent they apply to the Action). Section 1542 provides as follows:

> 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

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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.

(c) Notwithstanding ¶ 23(a)-(b) of this Order, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

23. **No Admissions** – Neither this Judgment, the Settlement Agreement (whether or not consummated), including the exhibits thereto and the Distribution Plan (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Settlement Agreement, nor any proceedings taken pursuant to or in connection with the Settlement Agreement and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action, or of any liability, negligence, fault, or other wrongdoing of any kind of Defendants or in any way referred to for any other reason as against Defendants in any civil, criminal, or administrative action or proceedings, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement;

(b) shall be offered against any of the Plaintiffs as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs that any of their claims are without merit, that Defendants had meritorious defenses or that damages recoverable would not have exceeded the Settlement Amount, or with respect to any liability, negligence, fault, or other wrongdoing of any kind of any of the

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Plaintiffs in any civil, criminal, or administrative action or proceedings, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement;

(c) shall be construed against any of the Released Parties as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; ***provided, however,*** that the Parties and the Released Parties and their respective counsel may refer to this Judgment and the Settlement Agreement to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

24. The Court finds that, during the course of the Action, Plaintiffs, the Defendants, and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other.

25. Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (i) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (ii) the disposition of the Settlement Fund; (iii) any application for an award of attorneys' fees, reimbursement of expenses, and/or service awards by Classs Counsel in the Action that will be paid from the Settlement Fund; and (iv) the Class Members for all matters relating to the Action.

26. A separate order shall be entered regarding the application of Class Counsel for an award of attorneys' fees, reimbursement of expenses, and service awards. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

27. Without further approval from the Court, Plaintiffs and the Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this

Judgment; and (ii) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs and the Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

28. If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Judgment shall be without prejudice to the rights of Plaintiffs and the Defendants, and the Parties shall revert to their respective positions in the Action at a time to be approved by the court upon joint application by the Parties.

29. There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

SO ORDERED:

Date: Aug. 5, 2026

Nathaniel M. Gorton

Hon. Nathaniel M. Gorton,
United States District Judge