

EXHIBIT A

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)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Settlement Agreement”) is entered as of September 25, 2025, between Plaintiffs 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 (collectively, the “End-Payor Plaintiffs”), and Defendants Teva Pharmaceutical Industries Ltd.; Teva Pharmaceuticals USA, Inc.; Teva Branded Pharmaceutical Products R&D LLC; and Norton (Waterford) Ltd. (collectively, “Teva” or the “Defendants” and, together with End-Payor Plaintiffs, the “Parties”). This Settlement Agreement is intended to, and upon occurrence of the Effective Date (as defined in Paragraph 6 below) will fully, finally, and forever resolve, compromise, discharge, and settle the claims of the End-Payor Plaintiffs in the above-captioned litigation, subject to the terms below (the “Settlement”).

WHEREAS, two class-action complaints were filed in this District on behalf of end-payors of QVAR products including QVAR 40, NDA No. 20911, QVAR 80, NDA No. 20911, QVAR Redihaler (0.04mg), NDA No. 207921, and QVAR Redihaler (0.08mg), NDA No. 207921 (collectively “QVAR”), alleging Teva engaged in an anticompetitive scheme to prevent and/or delay the approval and marketing of generic versions of QVAR. These complaints alleged that Teva engaged in purportedly improper product hops, sham litigation, improper patent listings in the FDA’s Orange Book, and a reverse payment. As alleged in the complaints, this scheme purportedly caused End-Payor Plaintiffs to pay supra-competitive prices for QVAR, in violation of state antitrust and consumer- protection laws, laws pertaining to unjust enrichment, and Federal antitrust law; and

WHEREAS, the Court dismissed the sham litigation and reverse payment claims, and Teva denies all of End-Payor Plaintiffs’ remaining allegations, has not conceded or admitted any liability, has not conceded or admitted the propriety of certification of any class for any purposes other than settlement, has not conceded that any conduct challenged by End-Payor Plaintiffs caused any damage at all, and has asserted a number of purported defenses to End-Payor Plaintiffs’ claims; and

WHEREAS, End-Payor Plaintiffs’ Counsel has concluded, after extensive fact discovery and investigation, as well as consultation with experts, and after carefully considering the circumstances of the above-captioned matter (the “End-Payor Class Action”), including the claims asserted and the possible legal and factual defenses thereto, that it would be in the best interests of the End-Payor Plaintiffs to enter into this Settlement Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this, and to ensure a benefit to the End-Payor Class (defined below in Paragraph 1); and

WHEREAS, End-Payor Plaintiffs and End-Payor Plaintiffs’ Counsel believe the Settlement set forth herein to be fair, reasonable, and adequate, and in the best interests of the End-

Payor Class; and

WHEREAS, End-Payor Plaintiffs and Teva agree that neither this Settlement Agreement, nor the Settlement it embodies, nor any actions taken in furtherance of either the Settlement Agreement or the Settlement shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Teva or of the truth of any of the claims or allegations in the End-Payor Class Action, or a waiver of any defenses thereto; and

WHEREAS, Teva has concluded, despite its belief that it is not liable for the claims asserted in the End-Payor Class Action and that it has meritorious defenses thereto, that it would be in its best interests to enter into this Settlement Agreement to avoid the uncertainties of litigation, including those inherent in complex litigation, and to finally put to rest the End-Payor Class Action;

WHEREAS, Teva's counsel agree to make no effort to suggest, solicit, facilitate, or otherwise encourage any putative member of the End-Payor Class to seek exclusion from the End-Payor Class, and/or attempt to effectuate any individual settlement of Released Claims (as defined in Paragraph 12) with any putative member of the End-Payor Class, regarding the subject matter of this litigation or the settlement thereof, without first conferring with End-Payor Plaintiffs' Counsel, unless such putative member of the End-Payor Class has validly sought exclusion pursuant to Paragraph 16 hereof; and

WHEREAS, End-Payor Plaintiffs' Counsel, on behalf of the End-Payor Plaintiffs, and Teva's counsel, on behalf of Teva, have engaged in arm's-length settlement negotiations, and have reached this Settlement Agreement, subject to Court approval, which embodies all of the terms and conditions of the Settlement between End-Payor Plaintiffs and Teva.

NOW THEREFORE, it is agreed by the undersigned, on behalf of Teva and the End-Payor Plaintiffs, that all claims of the End-Payor Plaintiffs and the End-Payor Class be settled, resolved, and dismissed with prejudice and, except as hereinafter provided, without costs as to Teva or End-

Payor Plaintiffs, subject to the approval of the Court, on the following terms and conditions:

1. **Settlement on behalf of the End-Payor Plaintiffs and the End-Payor Class.**

This settlement is on behalf of the End-Payor Plaintiffs and all “Class Members” of the End-Payor Class defined as follows:

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 States¹, other than for resale, at any 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; and
- b. federal and state governmental entities.

2. **Reasonable Best Efforts to Carry Out This Settlement.**

End-Payor Plaintiffs’ Counsel and Teva agree to support approval of this Settlement Agreement before the Court and to undertake their reasonable best efforts, including undertaking all actions contemplated by and any steps necessary to effectuate this Settlement Agreement, to carry out the terms of this Settlement Agreement, and to secure the prompt, complete, and final dismissal with prejudice of all claims in the End-Payor Class Action. This includes Teva serving notice on those entities required to receive notice under 28 U.S.C. § 1715.

3. **Motion for Preliminary Approval of the Settlement.**

Within twenty business days after execution of this Settlement Agreement, End-Payor Plaintiffs’ Counsel shall file with the Court an unopposed motion for preliminary approval of the

¹ The Class States and territories consist of: 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, Wyoming.

Settlement. That motion shall request the entry of a preliminary approval order substantially in the form of Exhibit A hereto (the “Preliminary Approval Order”), providing for: (i) the preliminary approval of the Settlement set forth in this Settlement Agreement because it is in the range of what is fair, reasonable, and adequate, and in the best interests of the End-Payor Class; (ii) preliminary approval of the plan for allocation of the Settlement Fund (“Allocation Plan”); (iii) approval of the notice and proposed notice plan; (iv) a schedule for providing Teva and the Court with a complete list of class members who opt out or seek exclusion from the End-Payor Class, and for a hearing by the Court after the notice period has expired to approve the Settlement and to consider End Payor Plaintiffs’ Counsel’s applications for attorneys’ fees and reimbursement of costs and expenses as set forth in this Settlement Agreement (“Fairness Hearing”); (v) a continued stay of all proceedings in the End-Payor Class Action until such time the Court renders a final decision regarding approval of the Settlement; (vi) certification of the End-Payor Class, as defined in Paragraph 1, for purposes of settlement; (vii) appointment of a notice and claims administrator; and (viii) appointment of an escrow agent.

Assuming the Court preliminarily approves the Settlement, End-Payor Plaintiffs shall, per the Preliminary Approval Order, provide End-Payor Class members with notice of the Settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure substantially in the form approved by the Court. End Payor Plaintiffs’ Counsel will recommend notice to End-Payor Class members according to the notice plan submitted by the claims and notice administrator, which shall provide for the best notice practicable to the Class, including notice by publication to consumers and third-party payors and individual notice to third-party payor and consumer End-Payor Class members that can be identified with reasonable effort.

4. **Class Certification.**

End-Payor Plaintiffs shall seek certification of the End-Payor Class for purposes of the

proposed Settlement, concurrently with their motion for preliminary approval. Teva will not oppose certification of the End-Payor Class for purposes of the proposed Settlement. Neither this Settlement Agreement nor any other Settlement-related document shall constitute, be construed as, or be deemed to be evidence of or an admission or concession by Teva as to whether any class, in this case or others, may be certified for purposes of litigation and trial, or whether any element of Federal Rule of Civil Procedure 23 is met in this case or others.

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

If the Court certifies the End-Payor Class for purposes of settlement, and preliminarily approves the Settlement, End-Payor Plaintiffs shall submit a motion for final approval of this Settlement, after appropriate notice to the End-Payor Class, and shall seek entry of a “Final Judgment and Order” substantially in the form preliminarily approved by the Court, with any necessary additional findings of fact and conclusions of law:

a. finding this Settlement Agreement and its terms to be fair, reasonable, and adequate as to End-Payor Plaintiffs and the members of the End-Payor Class within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation pursuant to the terms of the Settlement Agreement;

b. providing for payment of reasonable attorneys’ fees and, in addition to reasonable attorneys’ fees, reimbursement of the costs and expenses from the Settlement Fund (as defined in Paragraph 7);

c. directing that, upon the Effective Date, the End-Payor Class Action be dismissed with prejudice;

d. reserving exclusive jurisdiction over the Settlement and this Settlement Agreement, including the provisions of this Paragraph 5, the administration and consummation of this Settlement, the award of attorneys’ fees and reimbursement of costs and expenses, and the payment

of service awards to each of the named End-Payor Plaintiffs, if allowed by the Court; and

e. directing that the judgment of dismissal of the End-Payor Class Action shall be final and appealable pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, there being no just reason for delay.

6. Finality of Settlement.

This Settlement Agreement shall become final upon the occurrence of the following (the “Effective Date”):

a. neither Teva nor the End-Payor Plaintiffs have availed themselves of their respective rights to cancel and terminate the Settlement under Paragraphs 15 or 17 hereof;

b. the Settlement is approved by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

c. entry, as provided for in Paragraph 5 herein, is made of the Final Judgment and Order; and

d. the time for appeal from the District Court’s approval of this Settlement as described in subparagraph 6(b) hereof and entry of the Final Order and Judgment as described in subparagraph 6(c) hereof has expired or, if appealed, either such appeal has been dismissed before resolution by the appellate court or approval of this Settlement and the Final Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

7. Settlement Fund and Obligation to Request Delisting of Patents.

a. **The Settlement Fund.** The “Settlement Fund Amount” shall be thirty-five million dollars (\$35,000,000.00). Subject to the terms and conditions of this Settlement Agreement and an escrow agreement to be entered into by End-Payor Plaintiffs’ Counsel, Teva agrees to pay this \$35 million dollars in four payments. Teva will deliver Payment no. 1 in the amount of \$450,000 within ten (10)

business days following the later of (i) entry of an order preliminarily approving the Settlement Agreement without material change, and (ii) receipt from Plaintiffs' Counsel Berman Tabacco of wiring instructions that include the bank name and ABA routing number, account name, and account number and a signed Form W-9 reflecting a valid taxpayer identification number for the qualified settlement account into which the funds are to be deposited (the "Settlement Fund"). Teva will deliver Payment no. 2 in the amount of \$9.55 million on or before January 5, 2026. Teva will deliver Payment no. 3 in the amount of \$10 million on or before June 30, 2026. Teva will deliver Payment no. 4 in the amount of \$15 million no later than the latest of (i) March 31, 2027, (ii) ten (10) business days after the entry of an order granting final approval of the Settlement, and (iii) ten (10) business days after the date on which Teva receives the full list of opt outs and relevant calculations of the associated recognized dollar volume of those opt outs' end-payor purchases eligible for recovery.

- b. **Escrow Account.** The Settlement Fund shall be held in escrow (the "Escrow Account"). The Settlement Fund Amount deposited by Teva into the Escrow Account, and any accrued interest or earnings after deposit, shall become part of and shall be referred to as the "Settlement Fund." Except as provided for in Paragraphs 10 and 11, no disbursements shall be made to End-Payor Plaintiffs or members of the End-Payor Class until the Effective Date. The Settlement Fund shall be used solely for the benefit of the End-Payor Class, which does not include those who opt out of that Class. Once the Settlement Fund Amount payment is made as described in Paragraph 7(a), as well as any payments subject to a court order under Paragraph 18 below, Teva and the Released Parties (as defined in Paragraph 12) shall have no further monetary obligations of any kind to End-Payor Plaintiffs, members of the End-Payor Class, or End-Payor Plaintiffs' Counsel under the terms and conditions of the Settlement. Teva and the Released Parties shall have no responsibility for, interest in, or liability whatsoever concerning the investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent. Teva and the Released Parties shall have no

responsibility for, interest in, or liability whatsoever for any aspect of the Allocation Plan or the implementation of that Plan. The Escrow Agent shall not distribute the Settlement Fund except as provided in the Settlement Agreement or by an order of the Court.

- c. **Patent Delisting.** No later than 10 business days after the Effective Date, Teva agrees to request the delisting of the following patents from the FDA's Approved Drug Products with Therapeutic Equivalence Evaluations (the "Orange Book") listings for the products at issue, which include QVAR 40, NDA No. 20911, QVAR 80, NDA No. 20911, QVAR Redihaler (0.04mg), NDA No. 207921, and QVAR Redihaler (0.08mg), NDA No. 207921:

U.S. Patent Numbers 10022510; 10695512; 11896759; 10022509; 10086156; and 11865247.

8. **Qualified Settlement Fund.**

At all times, the Parties agree to treat the Settlement Fund as a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1, and, to that end, the Parties shall cooperate and shall not take a position in any filing or before any tax authority inconsistent with such treatment. In addition, End-Payor Plaintiffs' Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 8, including the relation-back election (as defined in Treas. Reg. § 1.468B-1G) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in applicable regulations. It shall be the responsibility of End-Payor Plaintiffs' 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. All provisions of this Settlement Agreement shall be interpreted in a manner consistent with the Settlement Fund being a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. End-Payor Plaintiffs' Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Funds (including without limitation the returns described in Treas. Reg. § 1.468B-

2(k)(l)). Such returns shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Teva and the Released Parties shall not be responsible for, and shall have no liability with respect to, the filing or payment of any taxes, interest, penalties, costs, distributions, or expenses connected to the Settlement Fund.

9. **Full Satisfaction: Limitation of Interest and Liability.**

Members of the End-Payor Class shall look solely to the Settlement Fund for settlement and satisfaction of all Released Claims as defined in Paragraph 12 herein, including any costs, fees, or expenses of any of the End-Payor Plaintiffs or their attorneys, experts, advisors, agents, and representatives, including with respect to the negotiation, execution, and performance of their obligations under this Settlement Agreement. In the event the Settlement becomes final under Paragraph 6 herein, the Settlement Fund will fully satisfy all Released Claims as defined in Paragraph 12 herein. Except as provided by order of the Court, no member of the End-Payor Class shall have any interest in the Settlement Fund, or any portion thereof. Teva and the Released Parties shall not be responsible for, and shall have no liability with respect to, disbursements from the Settlement Fund according to any Court-approved Allocation Plan.

10. **Reimbursement of Settlement Administration Costs, Fees, and Expenses**

End-Payor Plaintiffs and End-Payor Plaintiffs' Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all costs, fees, and expenses relating to the administration of this Settlement, including, but not limited to, the costs of notice of this Settlement to End-Payor Class members, administration of the Settlement Fund, escrow administration, and taxes. Apart from the Settlement Fund Amount payments set forth in Paragraph 7(a), Teva and the Released Parties shall not be responsible for, and shall have no liability with respect to, any costs, fees, or expenses of any of End-Payor Plaintiffs' respective attorneys, experts, advisors, agents, and representatives relating

to Settlement administration, or for any costs, fees, or expenses for notice (other than the notice Teva is required by the Class Action Fairness Act to send to the states' attorneys general), Settlement administration, or other costs of implementing this Settlement. All such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund. Once Preliminary Approval is obtained, and prior to the Effective Date, End-Payor Plaintiffs' Counsel may, without an order of Court so directing, withdraw up to four hundred and fifty thousand dollars (\$450,000) for notice, notice-related expenses, escrow administration costs, and/or taxes due from the Settlement Fund, and no amount paid for such notice, accrued expenses and costs, and/or taxes shall be refundable to Teva in the event this Settlement Agreement is terminated or does not become effective. Additional funds for notice, notice-related expenses, escrow administration costs, and taxes may be withdrawn prior to the Effective Date only with Teva's written consent or as ordered by the Court. No amount for any such additional withdrawn funds that are actually disbursed by End-Payor Plaintiffs' Counsel shall be refundable to Teva in the event this Settlement Agreement is terminated or does not become effective.

11. Attorneys' Fees, Costs and Expenses, and Service Awards to the Named Plaintiffs.

End-Payor Plaintiffs' Counsel may seek attorneys' fees of up to 33% of the Settlement Fund (including interest thereon), plus the reimbursement of reasonable costs and expenses incurred in the prosecution of the End-Payor Class Action. Any such attorneys' fees, expenses, and costs approved by the Court shall be payable solely out of the Settlement Fund upon the entry of an order approving End-Payor Plaintiffs' Counsel's application, and, except as may be ordered by a court pursuant to Paragraph 18 of this Settlement Agreement, End-Payor Plaintiffs, members of the End-Payor Class, and their respective counsel shall not seek payment of any attorneys' fees, expenses, or costs, from Teva in the End-Payor Class Action. Teva and the Released Parties (as defined in Paragraph 12 hereof) shall not have any responsibility for, and no liability whatsoever with respect

to, any payment or disbursement of attorneys' fees, expenses, or costs, any allocation of attorneys' fees, expenses, or costs among counsel, or with respect to any allocation of attorneys' fees, expenses, or costs to any other person or entity who may assert any claim thereto. End-Payor Plaintiffs' Counsel shall allocate any such fee and expense award among End-Payor counsel.

12. Release and Covenant Not to Sue.

(a) Upon the occurrence of the Effective Date as defined in Paragraph 6 hereof, 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 hereof, 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.

13. Stay of Proceedings.

Pending Court approval of the Settlement embodied in this Settlement Agreement, the

Parties agree to stay any and all proceedings in the End-Payor Class Action other than those incident to the settlement process and agree to reasonable extensions of time with respect to any court filings necessary to effectuate such stays.

14. **Claim Forms.**

End-Payor Plaintiffs and End-Payor Plaintiffs' Counsel will ensure that each claim form contains a copy of the release set forth in Paragraph 12 hereof. A claim form shall be signed by each member of the End-Payor Class or its, his, or her authorized representative as a precondition to receiving any portion of the Settlement Fund. Electronic signatures shall satisfy the signature requirement set forth in this Paragraph.

15. **Effect of Disapproval or Material Modification.**

If the Court (i) does not enter the Final Order and Judgment in substantially the form provided for in this Settlement Agreement or, as a result of objections to the proposed Settlement Agreement or otherwise, there is material modification to the terms of the Settlement, or (ii) enters the Final Order and Judgment and appellate review is sought, and on such review, the Final Order and Judgment is set aside or the Settlement is affirmed with material modification, then this Settlement Agreement and the Settlement shall be terminated immediately upon the election of either Teva or End-Payor Plaintiffs' Counsel by providing written notice to the Parties designated to receive such notice hereunder in accordance with Paragraph 25 hereof within 10 business days following the occurrence of any such event. An Order by the Court awarding attorneys' fees, costs, expenses, and/or service awards from the Settlement Fund in any amount lower than requested by End-Payor Plaintiffs' Counsel pursuant to this Settlement Agreement shall not be deemed a material modification of all or a part of the terms of this Settlement Agreement or the Final Order and Judgment and shall not give rise to any right of termination. A modification or reversal on appeal of any amount of End-Payor Plaintiffs' Counsel's costs and expenses awarded by the Court from

the Settlement Fund shall not be deemed a material modification of all or a part of the terms of this Settlement Agreement or the Final Order and Judgment and shall not give rise to any right of termination.

16. Opt-Outs.

The Class Notice plan shall provide that any End-Payor Class member's request for exclusion or to "opt-out" shall be in writing and shall be signed by the member of the End-Payor Class who is opting-out, or by its, his, or her authorized representative. End-Payor Class members shall not be permitted to exclude other End-Payor Class members. Moreover, group or class-wide exclusions shall not be permitted. Any request for exclusion by a purported authorized agent or representative of an End-Payor Class member must be accompanied by proof of the representative's legal authority and authorization to act and request exclusion on behalf of each End-Payor Class member he, she, or it seeks to opt out. In addition, end payors seeking exclusion must submit with their opt-out request all data reflecting their purchases of, and payments for, QVAR and/or QVAR Redihaler to enable the Parties to make a full assessment in connection with the Opt-Out Threshold referred to in the following Paragraph 17. Identifying information shall be kept confidential and, absent a consumer's consent, End-Payor Plaintiffs' Counsel shall file under seal any opt-out requests.

17. Opt-Out Threshold.

As set forth in a separate Confidential Supplement to this Settlement Agreement, between counsel for Teva and End-Payor Plaintiffs' Counsel ("Confidential Supplement"), Teva shall have the discretion to terminate the Settlement if potential end payors in the End-Payor Class exclude themselves as provided in Paragraph 16, and they reimbursed, in aggregate, a specified percentage of the sales of QVAR and/or QVAR Redihaler units sold in the Class States during the Class Period that exceeds a threshold percentage. The Confidential Supplement will be provided to the Court,

in camera, upon request.

18. Set-Aside Fund.

End-Payor Plaintiffs' Counsel may seek that the Court award 12% of any payments made by Teva to any third-party payors who opt out of the End-Payor Class (the "Set Aside Fund Amount") to End-Payor Plaintiffs' Counsel as attorneys' fees, costs, and expenses. Any such sum awarded by the Court shall be in addition to any attorneys' fees, costs, and expenses awarded in the End-Payor Class Action or under other provisions of this Settlement. The amount of any such attorneys' fees, costs, and expenses awarded to class counsel from the Set-Aside Fund shall be determined by the Court.

19. Effect of Termination.

In the event the Settlement is terminated pursuant to Paragraphs 15 or 17, or for any reason does not become final under the terms of Paragraph 6 hereof, then (a) this Settlement Agreement shall be of no force or effect; (b) the Parties will be returned to the status quo that existed immediately before the date of execution of this Settlement Agreement; (c) any amount of the Settlement Fund attributable to this Settlement, including any and all interest earned thereon, but less the costs actually paid or incurred for notice of the Settlement, settlement administration, escrow administration, and taxes paid on the Settlement Fund, shall be paid to Teva within the later of (i) 14 business-days' notice of termination to End-Payor Plaintiffs' Counsel as provided for in Paragraph 25 hereof or (ii) End-Payor Plaintiffs' Counsel's receipt of wire instructions and any related verifications from Teva; and (d) any release pursuant to Paragraph 12 above shall be of no force or effect.

20. Preservation of Rights.

The Parties hereto agree that this Settlement Agreement, whether or not it shall become final under the terms of Paragraph 6 hereof, and any and all negotiations, documents, and

discussions associated with it, shall be without prejudice to the rights of any party; shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Teva, or of the truth of any of the claims or allegations contained in the complaint or any other pleading or document in the End-Payor Class Action; and evidence thereof shall not be discoverable, admissible, or otherwise used indirectly, in any way (except in accordance with the terms of this Settlement; and provided that the provisions of this Settlement Agreement can be used by the Parties to enforce the provisions of the Settlement Agreement), whether in the End-Payor Class Action or in any other action or proceeding. The Parties expressly reserve all of their rights if the Settlement does not become final in accordance with the terms of this Settlement Agreement. Upon the Settlement becoming final, nothing in this Paragraph shall prevent Teva from asserting any release or using this Settlement Agreement to offset or dispute any liability to any other parties.

21. **Resumption of Litigation.**

The Parties agree, subject to approval of the Court, that in the event the Settlement Agreement is not approved by the Court, the Settlement Agreement is terminated pursuant to Paragraphs 15 or 17, the Settlement does not become final pursuant to Paragraph 6, or Teva does not perform under Paragraph 7 herein, litigation of the End-Payor Class Action will resume in a reasonable manner to be approved by the Court upon joint application by the Parties hereto.

22. **Cooperation.**

End-Payor Plaintiffs and End-Payor Plaintiffs' Counsel agree that, except as required by law, they will not provide any assistance to, or cooperate in any way with, any other party in any other action filed in any forum whatsoever, including any court of law or equity, arbitration tribunal, or administrative forum against Teva related to any claim arising from substantially the same factual predicate as the Complaint; End-Payor Plaintiffs and End-Payor Plaintiffs' Counsel

acknowledge that they are bound by the Protective Order entered by the Court in this action, which prohibits the disclosure of information designated as Confidential, Highly Confidential, or Attorneys' Eyes Only, as set forth in the Protective Order. Provided, however, that nothing in this paragraph or Agreement (a) shall be construed such that it conflicts with any rules of attorney ethics, including but not limited to A.B.A. Model Rule 5.6(b) (prohibiting a lawyer from offering or making an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy), A.B.A. Model Rule 3.4(f) (prohibiting a lawyer from requesting that a person other than a client refrain from voluntarily giving relevant information to another party), or applicable state analogs of these model rules; (b) prohibits End-Payor Plaintiffs' Counsel from representing any other party in any future action; and/or (c) prohibits End-Payor Plaintiffs' Counsel from subpoenaing a Released Party as a third party in any other action.

23. Confidentiality.

Unless Teva and End-Payor Plaintiffs' Counsel agree otherwise, the terms of this Settlement Agreement shall remain confidential until End-Payor Plaintiffs move for preliminary approval of the Settlement, except that the Court and any other parties may be informed of the fact of settlement. However, this provision does not apply to statements made in judicial filings necessary to obtain preliminary Court approval of the Settlement. Additionally, End-Payor Plaintiffs, End-Payor Plaintiffs' Counsel, and other agents for or representatives of End-Payor Plaintiffs and of the End-Payor Class, as well as Teva, its counsel, and other agents for or representatives of Teva, shall abide by the terms of the Discovery Confidentiality Order approved and entered by the Court on November 4, 2024 (ECF No. 130) (the "Confidentiality Order"). Notwithstanding the foregoing, the parties may disclose the terms of this Settlement Agreement to accountants, lenders, auditors, legal counsel, tax advisors, or consultants; or as part of any security or other disclosure required by law (as determined by Teva 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.

24. Binding Effect

This Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, the Released Parties, the Releasing Parties, and the successors and assigns of each of them. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the End-Payor Plaintiffs and End-Payor Plaintiffs' Counsel shall be binding upon all members of the End-Payor Class—except those who requested and were granted exclusion therefrom—and the Releasing Parties and their respective successors and assigns.

25. Notice.

Any and all notices, requests, consents, directives, or communications by any party intended for any other party shall be in writing and shall, unless expressly provided otherwise herein, be given personally, or by express courier, or by electronic transmission (such as e-mail), to the following persons, and shall be addressed as follows:

To End-Payor Plaintiffs and the End-Payor Class:

Joseph M. Vanek
SPERLING KENNY NACHWALTER, LLC
321 N. Clark Street, Suite 2500
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T: (312) 641-3200
Email: jvanek@sperlingkenny.com

Steve D. Shadowen
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and

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BERMAN TABACCO
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San Francisco, CA 94104
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tseaver@bermandetabacco.com
mpearson@bermantabacco.com

To Teva:

Devora W. Allon, P.C.
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022
Telephone: (212) 390-4092
Facsimile: (212) 446-4900
devora.allon@kirkland.com

Any of the Parties may, from time to time, change the address to which such notices, requests, consents, directives, or communications are to be delivered, by giving the other Parties prior written notice of the changed address, in the manner provided above, ten (10) calendar days before the change is effective.

26. Integrated Agreement.

This Settlement Agreement (including any exhibits hereto) contains an entire, complete, and integrated statement of each and every term and provision agreed to, by and among the Parties. This Settlement Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto.

27. Headings.

The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

28. No Party Is the Drafter.

None of the Parties hereto shall be considered the drafter of this Settlement Agreement or any provision hereof 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 hereof.

29. Choice of Law.

All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the Commonwealth of Massachusetts without regard to its choice-of-law or conflict-of-laws principles.

30. Consent to Jurisdiction.

Teva and each member of the End-Payor Class hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Massachusetts for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. Nothing in this Paragraph shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to such claim or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

31. No Admission of Liability.

Nothing in this Settlement Agreement shall be construed as an admission in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, by Teva including, without limitation, that Teva has engaged in any conduct or practices that violates any antitrust statute or other law. This Settlement Agreement shall not be admissible for any purpose except in an action to enforce its terms.

32. Class Action Fairness Act.

Teva, at its sole expense, shall submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

33. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts. Signatures transmitted by facsimile or other electronic means shall be considered as valid signatures as of the date hereof,

although the original signature pages shall thereafter be appended to this agreement.


34. **Authority.**

Each of the End-Payor Plaintiffs and Teva represents and warrants that it is authorized to enter into this Settlement Agreement, that it has authorized its counsel to enter into the Settlement Agreement on its behalf, and that it intends this Settlement Agreement to be a valid and binding obligation, enforceable in accordance with its terms.

35. **Knowledge and Understanding of the Settlement Agreement's Terms.**

Each of the End-Payor Plaintiffs and Teva warrants that it has read this Settlement Agreement, has had the opportunity to consult counsel about this Settlement Agreement, understands the Settlement Agreement's terms, and freely and knowingly enters into this Settlement Agreement.

IN WITNESS WHEREOF, each of the signatories represents that they are authorized to execute this Settlement Agreement on behalf of the party for whom they have signed, has agreed on behalf of their respective party to be bound by its terms, and has entered into this Settlement Agreement with full authority on behalf of the party or parties for whom they have signed as of September 25, 2025.

By: 
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Counsel for Teva

By: _____



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