

NOTIFY

6

Suffolk, ss.

COMMONWEALTH OF MASSACHUSETTS,
Plaintiff,

v.

ALLERGAN LIMITED; ALLERGAN FINANCE,
LLC; WATSON LABORATORIES, INC.; ACTAVIS
PHARMA, INC.; ACTAVIS LLC; TEVA
PHARMACEUTICAL INDUSTRIES, LTD.; TEVA
PHARMACEUTICALS USA, INC.; AND
CEPHALON, INC.,

Defendants.

SUPERIOR COURT

C.A. NO.

23-2787F

**FINAL CONSENT JUDGMENT AS TO THE TEVA DEFENDANTS PURSUANT TO
RULE 54(b)**

The Commonwealth of Massachusetts (“*Commonwealth*”) and Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis Pharma, Inc., and Actavis LLC (“*Teva*”¹ or “*Teva Defendants*”) (together with the Commonwealth, the “*Parties*,” and each a “*Party*”) have entered into a consensual resolution of the above-captioned litigation (the “*Action*”) pursuant to a settlement agreement entitled Teva Global Opioid Settlement Agreement, dated as of November 22, 2022 (as subsequently updated) (the “*Agreement*”), a copy of which is attached hereto as Exhibit A.² The Agreement shall become

¹ This Consent Judgment resolves litigation as to “Teva” as the term is defined in the Teva Global Opioid Settlement Agreement, which definition includes (i) Teva Pharmaceutical Industries Ltd. and (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., the Actavis Generic Entities, and Anda Inc.

² Pages of exhibits C, G, and I to the Agreement that relate to states other than Massachusetts have been removed to streamline this filing. A complete copy of the Agreement is available at <https://nationalopioidsettlement.com/>.

JUDGMENT ENTERED ON DOCKET 12/11/23
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

Notice sent 12/11/23

effective by its terms upon the entry of this Final Consent Judgment (the “*Judgment*”) by the Court without trial or adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreement, the Parties intend to effect a good-faith settlement.

2. The Commonwealth has determined that the Agreement is in the public interest.

3. Teva denies the allegations against it and that it has any liability whatsoever to the Commonwealth, its Subdivisions, its Special Districts, and/or (a) any of the Commonwealth’s or Subdivisions’ or Special Districts’ departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the Commonwealth, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibits P and Q of the Agreement.

6. Therefore, without any admission of liability or wrongdoing by Teva or any other Released Entities (as defined in the Agreement), the Parties now mutually consent to the entry of

TRUE COPY OF JUDGEMENT DULY ENTERED ON 1/21/23

this Judgment pursuant to the terms of the Agreement to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

There being no just reason for delay, and in consideration of the mutual promises, terms, and conditions set forth in the Agreement, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between the Teva Defendants and the Commonwealth, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasors (including but not limited to the Commonwealth) against Teva and the Released Entities pursuant to the terms and conditions set forth in the Agreement.

3. The "Definitions" set forth in Section I of the Agreement are incorporated by reference into this Judgment. The Commonwealth is a "Settling State" within the meaning of the Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense Teva or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreement was entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action with respect to the Teva Defendants, Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson

Laboratories, Inc., Actavis Pharma, Inc., and Actavis LLC, is resolved fully and finally by entry of this Judgment pursuant to Rule 54(b), Massachusetts Rules of Civil Procedure. A separate Consent Judgment entered into by the Commonwealth and Allergan Limited and Allergan Finance, LLC (the "Allergan Defendants"), upon entry by the Court, resolves the Action with respect to the remaining defendants in this Action. The Action is fully and finally resolved with respect to the Allegan Defendants and the Teva Defendants upon the entry of the respective Consent Judgments, which shall have the effect of dismissing the Action with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreement.

7. By this Judgment, the Agreement is hereby approved by the Court, and the Court hereby adopts the Agreement's terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section XV.G.2 of the Agreement, governed by the rules and procedures of the Court.

9. Payments. Teva shall pay the Global Settlement Abatement Amounts and Additional Restitution allocable to Massachusetts in accordance with the Agreement. Global Settlement Abatement Amounts shall be allocated and utilized in accordance with the Massachusetts State-Subdivision Agreement, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. For avoidance of doubt, only Subdivisions that have accepted the terms of the Agreement, including the releases provided therein, shall be eligible to receive Global Settlement Abatement Amounts. Additional Restitution shall be allocated: 60% to the Opioid Recovery and Remediation Trust Fund established pursuant to M.G.L. c. 10, §35000 to mitigate the impacts of the opioid epidemic in the Commonwealth; and 40% to an account held by the Office of the Attorney General, pursuant to G.L. c. 12 § 4A, to be used in the Attorney

TRUE COPY OF JUDGMENT DULY ENTERED ON 12/11/23

General's sole discretion to support efforts to enforce compliance with state and federal laws and regulations that protect Massachusetts health care consumers or otherwise support initiatives to assist Massachusetts health care consumers and programs. Nothing in this paragraph shall be interpreted to be inconsistent with the Agreement.

10. Injunctive Relief. Teva shall implement the injunctive relief set forth in Exhibit P to the Agreement and incorporated into this Judgment as if fully set forth herein, in accordance with the Agreement.

11. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section XI of the Agreement and the Release set forth in Sections V.A, D, and E of the Agreement.

12. Release. The Parties acknowledge that the Release, a copy of which is attached hereto as Exhibit C and incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreement and the Release and without limitation and to the maximum extent of the power of the Commonwealth's Attorney General, Teva and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims as provided in the Agreement. Further, the provisions set forth in Section V of the Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreement and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

13. Release of Unknown Claims. The Commonwealth expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or

TRUE COPY OF JUDGEMENT DULY ENTERED ON 12/11/23

territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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 that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

14. The Commonwealth 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 the Commonwealth expressly waived and fully, finally, and forever settled, released and discharged, through the Agreement and Release, any and all Released Claims that may exist as of the Effective Date but which the Commonwealth does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the Commonwealth's decision to enter into the Agreement.

15. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreement.

16. No Admission of Liability. The Teva Defendants are consenting to this Judgment solely for the purpose of effectuating the Agreement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which the Teva Defendants expressly deny. No Defendant or Released Entity admits that it caused or contributed to any public nuisance, and no Defendant or Released Entity admits any wrongdoing that was or could have been alleged by the Commonwealth, its Participating Subdivisions and/or Participating Special Districts, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by the Teva Defendants or any other Released Entity. The Parties

TRUE COPY OF JUDGEMENT DULY ENTERED ON 12/11/23

acknowledge that payments made under the Agreement are Compensatory Restitution Amounts and are properly characterized as described in Section VIII.G of the Agreement.

17. No Waiver. This Judgment is entered based on the Agreement without trial or adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of Teva's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the Commonwealth may enforce the terms of this Judgment as expressly provided in the Agreement.

18. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section XV.A of the Agreement. Except as expressly provided in the Agreement, no portion of the Agreement or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The Commonwealth shall allow Participating Subdivisions and Participating Special Districts in the Commonwealth to notify it of any perceived violations of the Agreement or this Judgment. No Settling State, including the Commonwealth, may assign or otherwise convey any right to enforce any provision of the Agreement.

19. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Teva Defendants or binding on the Teva Defendants in any respect other than in connection with the enforcement of this Judgment or the Agreement. For the avoidance of doubt, nothing herein shall prohibit the Teva Defendants from entering this Judgment or the Agreement into evidence in any litigation or arbitration concerning (1) the Teva Defendants' right

TRUE COPY OF JUDGMENT DULY ENTERED ON

12/11/23

to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreement and this Judgment.

20. Preservation of Privilege. Nothing contained in the Agreement or this Judgment, and no act required to be performed pursuant to the Agreement or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

21. Mutual Interpretation. The Parties agree and stipulate that the Agreement was negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreement is incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreement.

22. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section XV.G.2 of the Agreement. The Court shall have jurisdiction over Participating Subdivisions and Participating Special Districts in the Commonwealth for the limited purposes identified in the Agreement.

23. Successors and Assigns. This Judgment is binding on the Teva Defendants' successors and assigns.

24. Modification. Neither the Agreement, any exhibit or form attached thereto, nor this Judgment shall be modified (by the Court, by any other court, or by any other means) without the consent of the Commonwealth and the Teva Defendants, or as provided for in Section XVI.T of the Agreement.

TRUE COPY OF JUDGEMENT DULY ENTERED ON

So ORDERED this 8 day of December, 2023.

Enter:

12-8-23

By Order:



Michael Doolin

TRUE COPY OF JUDGEMENT DULY ENTERED ON 12/11/23

APPROVED, AGREED TO AND PRESENTED BY:

FOR TEVA:

By: /s/ Jeff Goldman
JEFF GOLDMAN (BBO #660870)
MORGAN LEWIS & BOCKIUS LLP
One Federal Street
Boston, MA 02110-1776
Telephone: (617) 341-7700
jeff.goldman@morganlewis.com

Date: 11/9/2023


By: /s/ Eric W. Sitarchuk
ERIC W. SITARCHUK
REBECCA J. HILLYER
MORGAN LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103
Telephone: (215) 964-5000
eric.sitarchuk@morganlewis.com
rebecca.hillyer@morganlewis.com

Date: 11/9/2023

COUNSEL FOR THE TEVA DEFENDANTS

FOR THE COMMONWEALTH OF MASSACHUSETTS:

Gregory
Hardy

 Digitally signed by
Gregory Hardy
Date: 2023.11.28
15:38:50 -05'00'

Date: 11/28/2023

Gregory A. Hardy (BBO #705433)
Assistant Attorney General
Health Care Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
Telephone: (617) 963-2353
Gregory.Hardy@mass.gov

COUNSEL FOR THE PLAINTIFF

TRUE COPY OF JUDGEMENT DULY ENTERED ON 12/11/23