

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)

**ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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*, preliminarily 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"); preliminarily certifying the Settlement Class (defined below) for settlement purposes only; directing Notice to the Settlement Class pursuant to the proposed Notice Plan; preliminarily appointing the Settlement Class Representatives, Class Counsel, a Claims Administrator, and an Escrow Agent; directing the timing and procedures for any objections to, and requests for exclusion from, the Settlement; setting forth other procedures, filings and deadlines; and scheduling the Fairness Hearing; and

WHEREAS, the Court has read and considered the Settlement Agreement and its exhibits, and Plaintiffs' Unopposed Motion for Preliminary Approval;

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 attached to the Decl. of Todd Seaver, Esq. in Support of Motion for Preliminary Approval of Class Action Settlement ("Seaver Decl."), as Exhibit A. The motion for preliminary approval (ECF No.) is **GRANTED**.

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,¹ Settlement Class members, and Defendants Teva Pharmaceutical Industries Ltd.; Teva Pharmaceuticals USA, Inc.; Teva Branded Pharmaceutical Products R&D LLC; and Norton (Waterford) Ltd. (collectively, "Teva" and, together with the End-Payor Plaintiffs, the "Parties").

Preliminary Certification of the Settlement Class

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily 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,^[2] other than for resale, at any time from January 1, 2015 through July 31, 2025 (the "Class Period").

¹ 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.

² The Class States are: 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.

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.

5. Pursuant to Rule 23(e)(1)(B)(ii), the Court finds that it will likely be 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 impracticability 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 preliminarily appoints the End-Payor Plaintiffs as Settlement Class Representatives for the following reasons:

- (a) 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 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

(b) 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.

9. 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.

10. 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.

11. 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-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).

12. Pursuant to Rules 23(c)(1)(B) and 23(g), and having considered the factors provided in Rule 23(g)(1)(A), the Court preliminarily appoints the law firms of Berman Tabacco, Sperling Kenny Nachwalter, LLC, and Hilliard Shadowen LLP as Class Counsel.

Preliminary Approval of the Proposed Settlement

13. Pursuant to Rule 23(e)(1)(B)(ii), the Court finds that it will likely be able to approve the proposed Settlement under the factors set forth in Rule 23(e)(2).

14. 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 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.

15. Under these circumstances, the Court finds that the Settlement is within the range

of possible approval.

16. The Court thus preliminarily approves the Settlement Agreement, and all its terms, as fair, reasonable, and adequate under Rule 23, and in the best interests of the Settlement Class, subject to further consideration at the Fairness Hearing.

17. The Court also preliminarily approves the proposed Plan of Allocation as fair, reasonable, and adequate.

18. The Court appoints Western Alliance Bank as Escrow Agent for the purpose of administering the Escrow Account holding the Settlement Fund. All expenses incurred by the Escrow Agent must be reasonable and shall be payable solely from the Settlement Fund.

Approval of the Plan of Notice to the Settlement Class

19. The proposed Notice Plan includes, *inter alia*, direct mail notice to end payors who can be identified through previous claims submissions and other reasonable efforts, a digital and social media campaign, and the establishment of a dedicated informational Settlement website. Seaver Decl., Ex. F (Pang Decl.) (describing proposed Notice Plan).

20. The proposed Notice Plan is reasonably calculated to apprise the Settlement Class of the pendency of the Action; the certification of the Settlement Class for settlement purposes only; the terms of the Settlement, its benefits, and the Release of Claims; the Settlement Class Members' rights, including the right to, and the deadlines and procedures for, requesting exclusion from the Settlement or objecting to the Settlement; Class Counsel's application for fees, costs, and expenses; the deadline, procedures, and requirements for submitting a claim pursuant to the Settlement's terms; the time, place, and right to appear at the Fairness Hearing; and other pertinent information about the Settlement.

21. The Court finds that this Notice Plan satisfies the requirements of Rule 23(e) and due process, is otherwise fair and reasonable, and constitutes the best notice practicable under the

circumstances. Accordingly, the Court approves, and directs the implementation of, the Notice Plan.

22. The Court also approves the form and content of the Settlement Class Notices and the TPP and Consumer Claim Forms. Seaver Decl. Exs. D, E, G, & H. The Parties may make non-material modifications to the Settlement Class Notices and Claim Forms prior to mailing and publication if they jointly agree any such changes are appropriate.

23. The Court appoints AB Data, Ltd. as the Settlement Claims Administrator (“Claims Administrator”). All expenses incurred by the Claims Administrator must be reasonable and shall be payable solely from the Settlement Fund. Class Counsel may, without an order of Court so directing, withdraw up to Four-Hundred and Fifty Thousand Dollars (\$450,000) from the Settlement Fund for notice, notice-related expenses, escrow-administration costs, and taxes.

24. The Claims Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including implementing and maintaining the Settlement website, implementing the Notice Plan, processing and reviewing timely submitted and proper Claims for Reimbursement under the Settlement’s terms, and submitting any declarations and other materials to counsel and the Court, as well as any other duties required under the Settlement Agreement.

25. Teva shall comply with its obligation to give notice under the Class Action Fairness Act (“CAFA”), 28 U.S.C. §1711, *et seq.*

26. A hearing on final approval (the “Fairness Hearing”) shall be held before this Court at [2:00 PM] on [August 5, 2026], at the United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210. At the Fairness Hearing, the Court will consider, *inter alia*: (a) the fairness, reasonableness, and adequacy of the Settlement

and whether the Settlement should be finally approved; (b) whether the Court should approve the proposed Plan of Allocation of the Settlement Fund among members of the Settlement Class; (c) whether the Court should approve awards of attorneys' fees and reimbursement of costs and expenses to Class Counsel, and service awards to the End-Payor Plaintiffs; and (d) whether entry of a Final Judgment and Order terminating this Action should be entered. The Fairness Hearing may be rescheduled or continued; in that event, the Court will furnish all counsel with appropriate notice. Class Counsel shall be responsible for communicating any such notice promptly to the Class by posting a conspicuous notice on the following website of the Claims Administrator: www.QVARantitrustsettlement.com.

27. Any Settlement Class member who wishes to be excluded from the Settlement Class must, no later than forty-five (45) days after the date on which the Claims Administrator mails the Notice, email or mail, by first-class mail postmarked within said 45 days, a written request for exclusion ("Request for Exclusion") to the Claims Administrator at the address specified in the Notice. To be effective, the Request for Exclusion must be timely and must:

- (a) Identify the case name and number;
- (b) Include the Settlement Class member's full name, address, and telephone number;
- (c) Be signed by the Settlement Class member who is opting out by its, his, or her authorized representative, or by himself or herself;
- (d) For any request for exclusion by a purported authorized agent or representative of a Settlement Class Member, the request must be accompanied by proof of the representative's legal authority and authorization to act and request exclusion on behalf of the Settlement Class Member;
- (e) Specifically and unambiguously state the desire to be excluded from the Settlement Class in *Iron Workers District Council of New England Health and Welfare Fund*

et al. v. Teva, No. 23-cv-11131; and

- (f) Include all data reflecting their purchases of, and payments for, branded QVAR and/or QVAR Redihaler.

28. Group or class-wide exclusions shall not be permitted.

29. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper addressee shall remain in the Settlement Class and shall be subject to and bound by all determinations, orders, and judgments in the Action concerning the Settlement, including but not limited to the Released Claims set forth in the Settlement Agreement.

30. Consumer identities shall not be made public as part of the exclusion process. Identifying information shall be kept confidential and, absent a consumer's consent, any opt-out requests shall be filed under seal.

31. Any Settlement Class Member who has not submitted a Request for Exclusion may object to the fairness of the Settlement Agreement and/or the requested amount of Class Counsel's fees, costs, and expenses.

- (a) To object, a Settlement Class Member must either: (i) file the objection, together with any supporting briefs and/or documents, with the Court in person or via the Court's electronic filing system within forty-five (45) days of the Notice Date; or (ii) mail, via first-class mail postmarked within forty-five (45) days of the Notice Date, the objection, together with any supporting briefs and/or documents, to each of the following: (a) the Clerk's Office of the United States District Court, District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210; and (b) QVAR Antitrust Settlement, OBJECTIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217.

- (b) Any objecting Settlement Class Member must include the following with their objection: (i) the objector's full name, address, and telephone number; (ii) documentation establishing the objector is a Settlement Class Member; (iii) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based and that are pertinent to the objection; (v) the name, address, and telephone number of any counsel representing said objector; (vi) a statement of whether the objecting Settlement Class Member intends to appear at the Fairness Hearing, either with or without counsel, and the identities of any counsel who will appear on behalf of the Settlement Class Member at the Fairness Hearing; (vii) the following statement followed by the objector's signature: "I declare under penalty of perjury under the laws of the United States of America that [insert objector name] is a member of the Class."; and (viii) a list of all other objections submitted by the objector, or the objector's counsel, to any class-action settlements submitted in any court in the United States in the previous five (5) years, including the full case name, the jurisdiction in which it was filed and the docket number. If the Settlement Class Member or their counsel has not objected to any other class-action settlement in the United States in the previous five (5) years, they shall affirmatively so state in their objection.
- (b) Individual consumers who do not want their identities to be put on the public record as part of the objection process may send their objection only to the Claims Administrator, who will redact (or "blackout") such consumers' names, addresses, and telephone numbers and then provide such redacted versions to the Court for filing on the public court docket.

- (c) The Claims Administrator will also send copies of the original, unredacted objections to the Clerk of the Court, Class Counsel, and Teva's counsel. Appropriate steps must be taken to keep the identifying information confidential.
- (d) The Clerk's Office shall file on the public docket all objections other than those sent only to the Claims Administrator pursuant to section 32(c) above.
- (e) Subject to the approval of the Court, any Settlement Class Member who has properly filed a timely objection may appear, in person or by counsel, at the Fairness Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for award of Class Counsel's fees, costs, and expenses. In order to appear, any Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court and serve upon the Claims Administrator, a Notice of Intention to Appear at the Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence and the identity of all witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Order and the Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Fairness Hearing. Any lawyer representing a Class Member for the purpose of making comments or objections must also file a Notice of Appearance with the Court using the Court's Case Management/Electronic Case Files (CM/ECF) System.
- (f) Any Settlement Class Member who has not properly filed a timely objection in

accordance with the deadline and requirements set forth in this Order and the Class Notice shall be deemed to have waived any objections to the Settlement and any adjudication or review of the Settlement Agreement and/or its approval by appeal or otherwise.

32. In the event the Settlement is not granted final approval by the Court, or for any reason the Parties fail to obtain a Final Judgment and Order as contemplated in the Settlement Agreement, or the Settlement is terminated pursuant to its terms for any reason, the following shall apply:

- (a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, and shall not be admissible or discoverable in this or any other proceeding, judicial or otherwise;
- (b) All of the Parties' respective pre-Settlement claims, defenses, and procedural rights will be preserved, and the parties will be restored to their positions *status quo ante*;
- (c) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Teva, the Released Parties, or End-Payor Plaintiffs of any allegation, claim, defense, or point of fact or law in connection with this Action;
- (d) The Settlement terms may not be used as evidence in this or any other proceeding, judicial or otherwise; and
- (e) The preliminary certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been preliminarily certified.

33. All other proceedings in the Action are hereby stayed until such time as the Court renders a final decision regarding the approval of the Settlement and, if the Court approves the

Settlement, enters Final Order and Judgment, and dismisses the Action with prejudice.

34. Pending the Fairness Hearing and the Court's decision whether to grant final approval of the Settlement, no Settlement Class Member—including those Settlement Class Members who file Requests for Exclusion from the Settlement which have not yet been reviewed and approved by the Court at the Fairness Hearing—shall directly, representatively, or in any other capacity commence, prosecute, continue to prosecute, or participate in, against any of the Released Parties, any action or proceeding in any court or tribunal (judicial, administrative, or otherwise) asserting any of the matters, claims, or causes of action that are to be released in the Settlement Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.

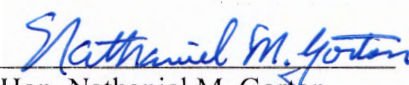
35. Pending the Fairness Hearing and any further determination thereof, this Court shall maintain continuing jurisdiction over these Settlement proceedings.

36. Based on the foregoing, the Court sets forth the following schedule for the Fairness Hearing and the actions preceding it. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall be extended to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Settlement Class Members must check the Settlement website regularly for updates and further details regarding this Settlement:

<u>Event</u>	<u>Deadline for Compliance</u>
Date for Fairness Hearing	120 days after entry of the Preliminary Approval Order

Mailing of Notice	No later than 30 calendar days after entry of Preliminary Approval Order (the "Notice Date")
Commencement of Digital and Social Media Campaign	No later than 30 calendar days after entry of the Preliminary Approval Order
Filing deadline for objections	No later than 45 calendar days after the Notice Date
Filing deadline for requests for exclusion	No later than 45 calendar days after the Notice Date
Deadline for filing Claim Forms	No later than 120 calendar days after entry of the Preliminary Approval Order
Date for End-Payor Plaintiffs to file motion for final approval of the Settlement, the Plan of Allocation, and application for attorneys' fees and reimbursement of costs and expenses.	35 calendar days prior to the Fairness Hearing
Date for End-Payor Plaintiffs to file reply in further support of motion for final approval of the Settlement, the Plan of Allocation, and application for attorneys' fees and reimbursement of costs and expenses.	7 calendar days prior to the Fairness Hearing

SO ORDERED:

Date: April 2, 2025

 Hon. Nathaniel M. Gorton,

United States District Judge