

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

v.

JOHNSON & JOHNSON *et al.*,

Defendants.

No. 2019 CH 10481

Honorable Caroline Kate Moreland

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Illinois (“*State*”) and Teva Pharmaceuticals Industries Limited, Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis Pharma, Inc., Actavis LLC, and Watson Laboratories, Inc. (collectively, “*Teva*”¹ or “*Defendants*”) (together with the State, 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. The Agreement shall become 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.

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.

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 State 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 State, its Subdivisions, its Special Districts, and/or (a) any of the State'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 State, 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 this Judgment and agree to dismissal of the claims with prejudice 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:

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 Defendants and the State, 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 Releasers (as defined in the Agreement) against Teva (including but not limited to the State) 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 State 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 is dismissed 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. Monetary Payments. By this Judgment, the Illinois Opioid Allocation Agreement, a copy of which is attached hereto as Exhibit B (“Illinois Allocation Agreement”) and as incorporated into the Agreement pursuant to Exhibit O of the Agreement, is hereby approved by the Court as the means by which relevant funds paid pursuant to the Agreement will be divided within the State, subject to the full acceptance by any Subdivision or Special District receiving such funds of the terms of the Agreement, including the releases provided therein. Twenty percent (20%) of the moneys paid by Teva pursuant to the Agreement shall be deposited into a consumer protection account for subsequent expenditure as authorized by the Attorney General and an account of a unit of local government, in such amounts and in accordance with the instructions of the Attorney General. Fifty-five percent (55%) of the moneys paid by Teva pursuant to the Agreement shall be deposited into the appropriate fund in the state treasury in accordance with the instructions of the Attorney General. The Additional Restitution payments pursuant to Section XIII of the Agreement shall be deposited as directed by the Illinois Attorney General into one or more of the following funds: (i) the Attorney General State Projects and Court Ordered Distribution Fund (the 801 fund), (ii) the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund (the 542 fund), and (iii) the Attorney General Court Ordered Settlement Distribution Fund (the 990 fund) for subsequent expenditure as authorized by the Attorney General. The Agreement shall be considered a National Opioid Multistate Settlement, as defined in the Illinois Opioid Allocation Agreement. Nothing in this paragraph shall be interpreted to in any way modify the provisions of Section VIII, or any other section, of the Agreement.

10. 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, as follows:

- a. The Attorney General of the State exercised the fullest extent of his or her powers to release Teva and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the “Release”).
- b. Teva has determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions and Litigating Special Districts in the Settling States to proceed with the Agreement.
- c. The Settlement Participation Form for each Initial Participating Subdivision and Initial Participating Special District in the State has been delivered to Teva. As stated in the Settlement Participation Form, and for the avoidance of doubt, nothing in the Settlement Participation Form executed by the Participating Subdivisions and Participating Special Districts is intended to modify in any way the terms of the Agreement to which the Participating Subdivisions and Participating Special Districts agree. As stated in the Settlement Participation Form, to the extent the executed version of the Settlement Participation Form differs from the Agreement in any respect, the Agreement controls.
- d. Pursuant to the Settlement Participation Form, each Participating Subdivision and Participating Special District in the State is dismissing with prejudice any Released Claims that it has filed against Teva and the Released Entities.

11. Release. The Parties acknowledge that the Release, which is 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 State’s Attorney General under 735 ILCS 5/13-226, 815 ILCS 505/1 *et seq.*, 15 ILCS 205/1 *et seq.*, Ill. Const. art V, sect. 15, all other statutory and constitutional authority, and his common law authority, Teva and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State, its Participating Subdivisions, its Participating Special Districts and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State’s 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, water districts, emergency services districts, school districts, healthcare districts, hospital districts, and Sheriffs and law enforcement districts, library districts, coroner's offices, and public transportation authorities, and other Special Districts in the State, including those with the regulatory authority to enforce state and federal controlled substances acts or the authority to bring Claims related to Covered Conduct seeking money (including abatement (or remediation and/or restitution)) or revoke a pharmaceutical distribution license, 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, including but not limited to, fines, penalties, or punitive damages, on behalf of or generally applicable to the general public with respect to the State or any Subdivision or Special District in the State, whether or not any of them participate in the Agreement. Pursuant to the Agreement and the Release and to the maximum extent of the State's power, Teva and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license, (4) any Participating Subdivision, and (5) any Participating Special District. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. 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.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred 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 § 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.

13. The State 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 State 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 State 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 State's decision to enter into the Agreement.

14. The Agreement constitutes a national multistate opioid settlement as defined in 735 ILCS 5/13-226. In addition, counties representing sixty percent (60%) of the population of the State, including all counties with a population of at least 250,000, have agreed to an intrastate allocation agreement with the Attorney General (attached as Exhibit B). Accordingly, the State's Attorney General has the authority, pursuant to 735 ILCS 5/13-226(b)(2), to appear or intervene

in any opioid litigation against Teva, and to release with prejudice any claims brought by a unit of local government or school district against Teva. Further, pursuant to 735 ILCS 5/13-226(b)(1), no unit of local government or school district may file or become a party to opioid litigation against Teva, unless approved by the State's Attorney General.

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. 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 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 State, 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 Defendants or any other Released Entity. The Parties acknowledge that payments made under the Agreement are not a fine, penalty, or payment in lieu thereof 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 State 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 State shall allow Participating Subdivisions and Participating Special Districts in the State to notify it of any perceived violations of the Agreement or this Judgment. No Settling State, including the State, 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 Defendants or binding on 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 Defendants from entering this Judgment or the Agreement into evidence in any litigation or arbitration concerning (1) Defendants' right 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 State for the limited purposes identified in the Agreement.

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


24. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and Defendants, or as provided for in Section XVI.T of the Agreement.

So ORDERED this _____ day of September, 2023.

Enter:

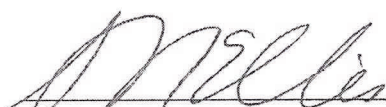
Judge Caroline Kate Moreland
SEP 18 2023
Circuit Court - 2033

By Order:

 2023

APPROVED, AGREED TO AND PRESENTED BY:

PEOPLE OF THE STATE OF ILLINOIS
By Kwame Raoul, Illinois Attorney General


SUSAN ELLIS
Consumer Protection Division, Chief

Date: 9/17/23

THOMAS J. VERTICCHIO
Assistant Chief Deputy Attorney General

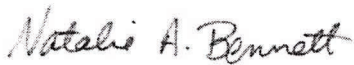
DARREN KINKEAD
Special Litigation Bureau, Deputy Chief

ANDREA LAW
Health Care Bureau, Deputy Chief

JUDITH PARKER
Health Care Bureau, Chief

Susan.Ellis@ilag.gov
Thomas.Verticchio@ilag.gov
Darren.Kinkead@ilag.gov
Andrea.Law@ilag.gov
Judith.Parker@ilag.gov

FOR TEVA



Date: September 14, 2023

Natalie A. Bennett (#6304611)
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave. NW
Washington, DC 20004-2541
(202) 739-5559
natalie.bennett@morganlewis.com

Eric W. Sitarchuk
Rebecca J. Hillyer
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103-2921
(215) 963-5000
eric.sitarchuk@morganlewis.com
rebecca.hillyer@morganlewis.com