

E-FILE

RECEIVED NYSCEF: 08/14/2023
At a 1AS Term. Part 48 of the Supreme
Court of the State of New York, held in
and for the County of Suffolk at Central Islip
New York on the 14th day of Aug. 2023

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

.....X

IN RE OPIOID LITIGATION

Index No. 400000/2017
Hon. Jerry Garguilo

.....X

The County of Suffolk, New York,

Index No. 400001/2017

Plaintiff,

-against-

Purdue Pharma L.P., *et al.*,

Defendants.

.....X

The County of Nassau, New York,

Index No. 400008/2017

Plaintiff,

-against-

Purdue Pharma L.P., *et al.*,

Defendants.

.....X

THE PEOPLE OF THE STATE OF NEW YORK
by LETITIA JAMES, Attorney General of the
State of New York,

Index No. 400016/2018

Plaintiff,

-against-

Purdue Pharma L.P., *et al.*,

Defendants.

.....X

FINAL CONSENT JUDGMENT

Plaintiffs, the State of New York (“Plaintiff State”), the County of Nassau, and the County of Suffolk (“Plaintiff Counties”) (collectively “Plaintiffs”) brought the above-captioned actions against Teva Pharmaceuticals USA, Inc., Cephalon, Inc., the Divested Actavis Generic Entities, and Andia, Inc. (collectively “Teva”), among others, alleging that Teva falsely marketed prescription opioids, failed to effectively monitor and report suspicious orders of prescription opioids, and/or failed to maintain effective controls to prevent the diversion of prescription opioids, which contributed to an increase in opioid overdose and addiction and contributed to a public health crisis in the State of New York and Suffolk and Nassau Counties (collectively, the “Actions”). Teva denies these allegations and claims to have no liability to Plaintiffs. The Plaintiffs and Teva (collectively, the “Parties”) entered into a consensual resolution of the Actions as between them pursuant to a settlement agreement entitled Teva New York Statewide Opioid Settlement Agreement, executed on November 10, 2022 (“Agreement”), a copy of which is attached hereto as Exhibit A and which shall become effective by its terms upon the entry of this Final Consent Judgment (“Judgment”) by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

IT IS HEREBY ORDERED AND ADJUDGED THAT:**I. RECITALS**

A. Plaintiff State filed a Complaint calling for Teva to endow an abatement fund to eliminate the alleged public nuisance, as well as for other damages, penalties, injunctive relief, and other monetary relief pursuant to General Business Law §§ 349, 350, Public Health Law §3300; State Finance Law § 189 and Social Services Law § 145-b, Executive Law § 63(12), and the common law related to public nuisance, fraud, gross negligence, willful misconduct, and unjust enrichment.

B. Plaintiff Counties also filed complaints for damages and other relief.

C. Teva denies the allegations against it and that it has any liability whatsoever to the Plaintiffs.

D. Plaintiffs have determined that the Agreement is in the public interest. Entry of this Judgment is in the public interest and reflects a settlement negotiated in good faith among the Parties.

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

F. Therefore, without any admission of liability or wrongdoing by Teva or any other Released Entities (as defined below), the Parties now mutually desire to consent to the entry of this Judgment pursuant to the terms of the Agreement to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

II. AGREEMENT

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 Teva and Plaintiffs, and adjudicated by the Court, as follows:

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

2. On November 10, 2022, the Parties entered into a full and final settlement of all Released Claims pursuant to the terms and conditions set forth in the Agreement.

3. The “Definitions” set forth in Section II of the Agreement are incorporated by reference into this Judgment.

4. By this Judgment, the Agreement is hereby approved by the Court.

5. The Plaintiffs have obtained 100% participation by all of New York State's Subdivisions and have so notified Teva in accordance with Section III.B.8 of the Agreement, as a result of the following:

- a. the New York Attorney General exercised the fullest extent of her powers under Section 25.18(d) of the New York Mental Hygiene Law to release Teva and all other Released Entities from all Claims for Covered Conduct pursuant to the release attached hereto as Exhibit B ("NYAG Release");
- b. by the Participation Date, the New York Attorney General secured an executed copy of the Election and Release Form attached as Exhibit B to the Agreement from each of the Subdivisions listed on Exhibit F to the Agreement; and
- c. each Subdivision of New York State has qualified as a Participating Subdivision as of the Participation Date by meeting the requirements for becoming a Participating Subdivision either under Section IX.A or IX.B of the Agreement.

6. NYAG Release. The Parties acknowledge that the NYAG Release, which is incorporated by reference herein, is an integral part of this Judgment. This Judgment is a full, final, and complete resolution of the Releasors' claims against Teva and other Released Entities asserted in the Actions and/or other proceedings relating to the Covered Conduct, and totally and completely bars any further future claims or demands of any kind or character whatsoever as a result of or relating to the Covered Conduct. In connection with the NYAG Release, each Releasor expressly waives, releases, acquits, 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.

Releasors 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 Releasors expressly waived and fully, finally, and forever settled, released, acquitted, and discharged, through the Agreement and NYAG Release, any and all Released Claims against any and all Released Entities that may exist as of such date but which Releasors do 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 any Releasor's decision to enter into the Agreement.

7. Dismissal with Prejudice. Pursuant to Section V.A of the Agreement, Plaintiff State and Teva are submitting with this Judgment a separate Stipulation of Discontinuance with Prejudice in the form of Exhibit E to the Agreement to be "so ordered" by the Court concurrently with the entry of this Judgment.

8. Injunctive Relief. Plaintiff State and Teva have agreed to the injunctive relief terms set forth in Section IV of the Agreement, which is incorporated by reference herein and is an integral part of this Judgment.

9. No Admission of Liability. Teva is 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 Teva expressly denies. Neither Teva nor any other Released Entity admits that it caused or contributed to any public nuisance, and neither Teva nor any other Released Entity admits any wrongdoing that was or could have been alleged by Plaintiffs and/or any Participating Subdivision. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by Teva or any other Released Entity.

10. No Waiver. This Judgment is entered based on the Agreement without trial or adjudication of any issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver or limitation of any defense (including, but not limited to, jurisdictional defenses) Teva or any other Released Entity may raise in any proceeding (including, but not limited to, the Actions). 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 legal or factual arguments in, any other regulatory, governmental, private party, or class claims or suits relating to the subject matter or terms of this Judgment.

11. No Private Right of Action. No part of the Agreement or this Judgment shall create a private right of action for any Third Party or confer any right to any Third Party for violation of any federal or state statute, nor shall it be used as an admission of liability or wrongdoing in any subsequent proceeding, including administrative or civil proceedings involving the New York State Department of Financial Services. Pursuant to Section IX.A of the Agreement, the terms of the Agreement and this Judgment are not enforceable by any person or entity other than Teva, New York State, Nassau County, Suffolk County, and this Court.

12. 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 terms of the Agreement incorporated herein by reference shall be mutually interpreted and not construed in favor of or against any Party.

13. Retention of Jurisdiction. The Supreme Court, County of Suffolk, shall retain jurisdiction of the Parties to resolve all disputes arising under the Agreement and this Judgment that the Parties are unable to resolve informally.

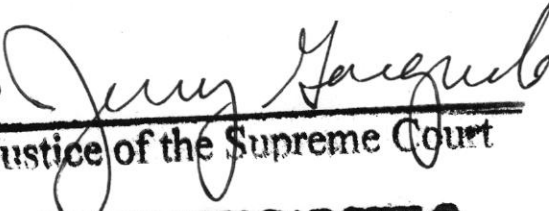
14. Counterparts. This Judgment may be executed by the Parties in counterparts, and an email, facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

Attorney Signatures on Page 7

GRANTED

AUG 14 2023

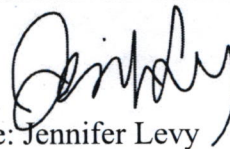
VINCENT PULEO
Clerk of Suffolk County

8/14/2023 
Justice of the Supreme Court
HON. JERRY GARGUILO

Approved and Consented:

Date: 08/10/2023

**THE PEOPLE OF THE STATE OF NEW
YORK, BY LETITIA JAMES, ATTORNEY
GENERAL OF THE STATE OF NEW YORK**

By: 
Name: Jennifer Levy

Title: First Deputy Attorney General

TEVA

By: 

Date: 08/10/2023

Name: Eric W. Sitarchuk

Title: Counsel for Teva

Granted and Approved by Court on Page 7