1044002360

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel.,	)	
MIKE HUNTER,	)	
ATTORNEY GENERAL OF OKLAHOMA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
(1) PURDUE PHARMA L.P.;	)	
(2) PURDUE PHARMA, INC.;	)	
(3) THE PURDUE FREDERICK COMPANY;	)	
(4) TEVA PHARMACEUTICALS USA, INC.;	)	
(5) CEPHALON, INC.;	)	
(6) JOHNSON & JOHNSON;	)	**Case No. CJ-2017-816**
(7) JANSSEN PHARMACEUTICALS, INC;	)	**Judge Thad Balkman**
(8) ORTHO-MCNEIL-JANSSEN	)	
PHARMACEUTICALS, INC., n/k/a	)	
JANSSEN PHARMACEUTICALS;	)	
(9) JANSSEN PHARMACEUTICA, INC.,	)	
n/k/a JANSSEN PHARMACEUTICALS, INC.;	)	
(10) ALLERGAN, PLC, f/k/a ACTAVIS PLC,	)	
f/k/a ACTAVIS, INC., f/k/a WATSON	)	STATE OF OKLAHOMA } S.S. CLEVELAND COUNTY }
PHARMACEUTICALS, INC.;	)	**FILED**
(11) WATSON LABORATORIES, INC.;	)	
(12) ACTAVIS LLC; and	)	JUN 24 2019
(13) ACTAVIS PHARMA, INC.,	)	
f/k/a WATSON PHARMA, INC.,	)	In the office of the Court Clerk MARILYN WILLIAMS
	)	
Defendants.	)	

CONSENT JUDGMENT AS TO THE TEVA DEFENDANTS

COMES NOW, the Plaintiff, the State of Oklahoma *ex rel.* Attorney General Mike Hunter, (the "State of Oklahoma" or "State") having brought the above-captioned action against Defendants Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, and Actavis Pharma, Inc., f/k/a Watson Pharma, Inc. (collectively, "Teva"), among others, alleging that Teva took affirmative steps to overstate the efficacy of their opioid pain medications

for a wide range of medical conditions, while at the same time falsely downplaying the risk of addiction to those medications. The State and Teva (collectively, the "Parties"), by their counsel, have agreed to the entry of this Consent Judgment by the Court without trial or adjudication of any issue of fact or law with respect to Teva and without admission of any wrongdoing or violations of applicable law on the part of Teva, as alleged by the State. The Parties agree to the entry of this Consent Judgment and to be bound by its terms.

WHEREAS, the State filed its Original Petition in this Action on June 30, 2017, (i) alleging that Teva, among others, violated Oklahoma law by deceptively marketing its opioid pain medications—as well as opioid products generally—so as to overstate their efficacy and falsely downplay the associated risk of addiction, which resulted in an opioid crisis and public nuisance in the State of Oklahoma; (ii) asserting claims for damages, equitable abatement, civil penalties and other equitable relief; and (iii) claiming violations of the Oklahoma Medicaid False Claims Act, 63 Okla. Stat. §§5053.1-7; the Oklahoma Medicaid Program Integrity Act, 56 Okla. Stat. §§1001-1008; the Oklahoma Consumer Protection Act, 15 Okla. Stat. §§751-65; Public Nuisance, 50 Okla. Stat. §2; Fraud (Actual and Constructive) and Deceit; and Unjust Enrichment (the "Oklahoma Action");

WHEREAS, on or about April 4, 2019, the State voluntarily dismissed all causes of action against Teva seeking the recovery of compensatory damages or civil penalties, continuing to prosecute only its cause of action for public nuisance and the remedy of abatement under Okla. Stat. tit. 50, §§ 1-2, 8, 11, as well as any and all further equitable relief deemed just and proper.

WHEREAS, Teva: (i) denies each and all of the claims and allegations of wrongdoing made by the State in the Oklahoma Action and maintains that it has meritorious defenses; (ii) denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements,

acts or omissions alleged, or that could have been alleged, in the Oklahoma Action, and contends that the factual allegations made in the Oklahoma Action relating to it are false and materially inaccurate; (iii) denies that the State was harmed by any conduct of Teva alleged in the Oklahoma Action or otherwise, including by Releasees; and (iv) denies liability, expressly denies any wrongdoing, and denies it violated any federal or state statute or common law;

WHEREAS, the Parties have investigated the facts, analyzed the relevant legal issues regarding the claims and defenses asserted in the Oklahoma Action, completed all fact and expert discovery, filed and responded to motions to exclude expert testimony and motions for summary judgment, completed all pre-trial matters and were set to begin trial on May 28, 2019;

WHEREAS, the Parties have each considered the costs and delays associated with the continued prosecution and defense of the Oklahoma Action, and have reached an agreement to resolve the Oklahoma Action, which agreement is memorialized in the executed copy of the Settlement Agreement attached hereto as Exhibit 1;

WHEREAS, the Parties believe the Settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained, and the State has concluded that the terms are fair, reasonable and adequate and in the best interest of the people of the State of Oklahoma;

WHEREAS, the State and Teva agree that neither this Consent Judgment, the related Settlement Agreement, nor any statement made in the negotiation thereof, shall be deemed or construed to be a concession as to any claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by Teva, or evidence of the truth of any of the claims or allegations made by the Parties in the Oklahoma Action;

WHEREAS, arm's-length settlement negotiations have taken place over the course of several months between Teva and the State under the auspices and supervision of the court-appointed Settlement Master, Judge Layn Phillips, who was appointed by Order dated March 29, 2018, pursuant to 12 Okla. Stat., Ch. 2, Appx., Rule 5 and the Court's inherent authority; and

NOW THEREFORE, upon the consent of the Parties hereto, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

I. DEFINITIONS

1.1 As used in this Consent Judgment the following capitalized terms have the meanings specified below.

(a) "Agreement" or "Settlement Agreement" means the Settlement Agreement and this Consent Judgment, together with any exhibits attached hereto, which are incorporated herein by reference.

(b) "Covered Conduct" means any and all acts, conduct, omissions, events or transactions, whether known or unknown and whether discovered or undiscovered, including, but not limited to, acts, conduct, omissions, events or transactions alleged in the Oklahoma Action, occurring up to and including the Effective Date arising from or related in any way to the marketing (including promotion) and sale of Opioids (including all branded and generic opioids that are or were in the past sold by Teva Pharmaceuticals) in or affecting the State of Oklahoma.

(c) "Court" means the District Court of Cleveland County, Oklahoma.

(d) "Effective Date" means the date upon which the Court approves the Settlement Agreement and enters the Consent Judgment.

(e) "Effective Date of the Release" means the date upon which all of the following have occurred or been waived by the Attorney General: (i) the Court has approved the Settlement Agreement and entered the Consent Judgment; and (ii) Teva Pharmaceuticals has paid all amounts due to the State under Section 4.1 of this Consent Judgment..

(f) "Execution Date" means the date on which the Settlement Agreement is executed by the last party to do so.

(g) "Good Faith Settlement Bar Order" or "Bar Order" shall have the meaning assigned to it in Section 6.1 of this Consent Judgment.

(h) "Health Care Provider" shall mean any physician, osteopath, surgeon, nurse practitioner, physician assistant, physiatrist, psychiatrist, dentist, pharmacist, podiatrist, nurse, nurse's assistant or other person engaged in the business of providing health care services and/or prescribing an Opioid in Oklahoma and any medical facility, practice, hospital, clinic or pharmacy in Oklahoma.

(i) "Non-Settling Defendants" means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc., Allergan, PLC, f/k/a Actavis PLC f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.

(k) "Opioid" shall mean those chemical compounds naturally found in the opium poppy plant, including synthetic analogues that interact with opioid receptors on nerve cells in the body and brain, and reduce the intensity of pain signals and feelings of pain. Opioid shall not mean buprenorphine/naloxone and other substances when used to treat opioid or other substance use disorders, abuse, addiction or overdose;

(l) "Outside Counsel" shall mean Whitten Burrage, Nix Patterson, LLP and Glenn Coffee & Associates, PLLC.

(m) "Parties" and "Settling Parties" means Teva Pharmaceuticals and Releasors.

(n) "Promote," "Promoting," and "Promotion" shall mean the publication or dissemination of branded or Unbranded information by Teva Pharmaceuticals to a Third Party that is intended to directly or indirectly increase the use or sales of Opioids.

(o) "Releasee" means Teva Pharmaceuticals as defined herein;

(p) "Released Claims" means any and all claims of any nature, including the State's state and federal statutory and common law claims, that were brought or could have been brought by Releasors related to or arising out of the Covered Conduct, whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that Releasors, whether directly, representatively, derivatively, or in any other capacity, have including all past and present civil, criminal, derivative, regulatory, administrative, or any other claims Releasors may have under any applicable state, regulatory, or administrative law or statute relating to any Covered Conduct from 1996 to the Effective Date.

(q) "Releasors" means the State, including its agencies and departments, and the Attorney General.

(r) "Teva Pharmaceuticals Payment" means the payment set forth in Section 4.1 of this Consent Judgment plus any interest earned on the payment set

forth in Section B(1) of the Settlement Agreement once the funds have been transferred to the State.

(s) "Teva Pharmaceuticals" means Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, and Actavis Pharma, Inc., f/k/a Watson Pharma, Inc. and each of their current and former corporate parents, direct and indirect subsidiaries, successors, affiliates, agents and current and former employees, officers and directors and any current or former related companies only to the extent they are entitled to indemnification by any of the foregoing entities, provided "Teva Pharmaceuticals" shall never include Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.

(t) As used in the definition of "Promote," "Promoting," and "Promotion" and in Section 3.3, "Third Party" shall mean any person or entity other than Teva Pharmaceuticals.

(u) "Unbranded" shall mean any information regarding Opioids that does not identify a specific product or products.

II. FINDINGS & CONCLUSIONS

2.1 This Court has jurisdiction over the Parties and the subject matter of this case and has the authority to grant the relief provided herein.

2.2 The terms of this Consent Judgment shall be governed by the laws of the State of Oklahoma.

2.3 Entry of this Consent Judgment is in the public interest and reflects a negotiated agreement among the Parties.

2.4 The terms of the Settlement between the State and Teva and of this Consent Judgment are fair, reasonable and were entered into between the State and Teva in good faith and without collusion.

2.5 The payment of attorneys' fees and costs set forth in Section 4.1 is consistent with and expressly authorized by the agreement between the State and its Outside Counsel governing the Oklahoma Action. Pursuant to that agreement, Outside Counsel is entitled to an attorneys' fee

award equal to fifteen percent (15%) of the Teva Pharmaceuticals Payment. The attorneys' fees to Outside Counsel are fair, reasonable and appropriate under Oklahoma law. The costs incurred by Outside Counsel in prosecuting the Oklahoma Action are reasonable, necessary and appropriate under Oklahoma law.

2.6 The Parties have agreed to resolve the issues resulting from the Covered Conduct by entering into a Settlement Agreement and this Consent Judgment.

2.7 Teva is willing to enter into this Consent Judgment regarding the Covered Conduct in order to resolve the State's claims as alleged in the Original Petition under Oklahoma law as to the matters addressed in this Consent Judgment and thereby avoid significant expense, inconvenience, and uncertainty.

2.8 Teva is entering into this Consent Judgment solely for the purpose of settlement, 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. No part of this Consent Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Teva.

2.9 This Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Teva in any action, or of Teva's right to defend itself from, or make any arguments in, any private individual, regulatory, governmental, or class claims or suits relating to the subject matter or terms of this Consent Judgment.

2.10 No part of this Consent Judgment shall create a private cause of action or confer any right to any third party for violation of any federal or state statute except that the State or Teva may file an action to enforce the terms of this Consent Judgment.

2.11 This Consent Judgment has been negotiated by the Parties at arms' length and in good faith. This Consent Judgment reflects the exchange of reasonably equivalent value between the Parties.

III. INJUNCTIVE TERMS

3.1 Teva Pharmaceuticals shall not from the Effective Date until December 31, 2026 engage in Promotion of Opioids in the State of Oklahoma by:

(a) Employing or contracting with sales representatives or other persons to Promote Opioids to Health Care Providers or patients;

(b) Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids; and

(c) Creating, sponsoring, distributing, or otherwise providing direct or indirect financial support for branded or Unbranded information Promoting Opioids, including brochures, newsletters, pamphlets, journals, books, and guides.

3.2 Upon request, Teva Pharmaceuticals shall promptly provide reasonable assistance to law enforcement investigations of potential diversion and/or suspicious circumstances involving Opioids in the State of Oklahoma, subject to and without waiving, any applicable privilege objections.

3.3 Teva Pharmaceuticals shall not use, assist, or employ any Third Party to engage in any activity in Oklahoma that Teva Pharmaceuticals itself would be prohibited from engaging in pursuant to this Consent Judgment.

3.4 Notwithstanding the above, in the State of Oklahoma, Teva Pharmaceuticals may:

(a) Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in Oklahoma;

(b) Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider or patient; and

(c) Provide information to a payor, formulary committee, or other similar entity.

3.5 For the avoidance of doubt, nothing in this Agreement is intended to prevent Teva Pharmaceuticals from engaging in the sale, offer for sale, and distribution of branded and generic opioids in accordance with applicable laws and regulations.

3.6 For the avoidance of doubt, nothing in this Agreement shall be construed or used to prohibit Teva Pharmaceuticals in any way whatsoever from taking legal or factual positions in litigation or other legal or administrative proceedings, or from providing extrajudicial statements made in the context of such litigation or other legal or administrative proceedings.

3.7 Should Teva Pharmaceuticals enter into an agreement with one or more state attorneys general, or in multi-state litigation with other state attorneys general, that contains broader injunctive relief than set forth above, Teva Pharmaceuticals agrees: (i) to notify the Attorney General of Oklahoma at the time such injunctive relief goes into effect; and (ii) to abide by that injunctive relief in the State of Oklahoma. Teva Pharmaceuticals agrees that all such additional or more restrictive relief shall apply to Teva Pharmaceuticals' conduct within or directed at the State of Oklahoma and any violation of those terms shall be deemed a violation of the Consent Judgment and will be subject to the dispute resolution procedures set forth therein.

3.8 If the Attorney General believes that Teva Pharmaceuticals has violated any Injunctive Relief term, as set forth above, the Attorney General shall: (i) provide Teva Pharmaceuticals with a notice that sets forth the Attorney General's basis for believing that Teva Pharmaceuticals violated an Injunctive Relief term and (ii) provide Teva Pharmaceuticals at least thirty (30) days to cure the alleged violation.

IV. PAYMENT

4.1 In full and complete satisfaction of the release granted in Section V herein, and in addition to the Injunctive Terms contained in Section III, Teva Pharmaceuticals shall pay to the State the sum of Eighty-Five Million Dollars ($85,000,000) within 3 business days following the entry of this Consent Judgment (the "Teva Pharmaceuticals Payment"). Teva Pharmaceuticals shall deliver the Teva Pharmaceuticals Payment via wire transfer to the Attorney Trust Account of Whitten Burrage pursuant to wiring instructions provided by Whitten Burrage to Teva Pharmaceuticals. After Outside Counsel attorneys' fees and costs have been subtracted pursuant to the Legal Services Agreement dated June 23, 2017, as amended on December 5, 2017, Whitten Burrage shall within 24 hours deposit the balance of the Teva Pharmaceuticals Payment into the Opioid Lawsuit Settlement Fund of the State of Oklahoma. Expenditures of the Teva Pharmaceuticals Payment shall only be for the abatement of the nuisance related to the Opioid crisis pursuant to future appropriation.

4.2 Other than the Teva Pharmaceuticals Payment referenced in Section 4.1 above, Teva Pharmaceuticals shall have no obligation to make any further or additional payments in connection with the Oklahoma Action, this Settlement or any of the Covered Conduct.

V. RELEASE

5.1 By entry of this Consent Judgment and execution of the Settlement Agreement, on the Effective Date of the Release, Releasors release Releasee from the Released Claims. The Court finds that Releasors have fully, finally, forever and permanently released, remised, acquitted, held harmless, relinquished and discharged with prejudice all Released Claims, have covenanted not to sue any Releasee with respect to any such claim, and are permanently barred and enjoined from instituting, reinstituting, maintaining, commencing, or prosecuting any such Released Claim

against the Releasee, and the Release as set forth herein shall be given full *res judicata* effect. Releasors are deemed to have released all claims against the Releasee that are or could have been brought by Releasors, including the State's state and federal statutory and common law claims. The Court finds that it is the intention of the Settling Parties to fully and completely resolve the litigation between the Attorney General and the State on the one hand, and Teva Pharmaceuticals, on the other hand, with respect to Opioids.

5.2. If the State is required by final order of a court of competent jurisdiction to return the Teva Pharmaceutical Payment for any reason, this Agreement, including the releases set forth herein, shall be *void ab initio* and all rights and remedies of the Settling Parties as they existed immediately prior to the execution of this Agreement shall be reinstated in full.

VI. GOOD FAITH SETTLEMENT BAR ORDER

6.1 The Court hereby finds and orders as follows:

(a) The State has brought suit against Teva and the Non-Settling Defendants alleging an indivisible injury for which Teva and the Non-Settling Defendants are jointly and severally liable;

(b) Through the Settlement Agreement and this Consent Judgment Releasors have released Teva and the Releasee from all Released Claims;

(c) The Court finds the settlement between the State and Teva is fair, reasonable and was entered into between the State and Teva in good faith and without collusion;

(d) The Court finds that, by agreeing to settle the claims of the State asserted against Teva in this Action, Teva does not admit and specifically denies any and all liability to the State and any actual or alleged joint tortfeasor;

(e) The settlement between the State and Teva does not prejudice any substantive defenses or rights of any Non-Settling Defendants;

(f) The Court orders that, pursuant to OKLA. STAT. tit. 12, § 832(H), Teva and the Releasee are discharged from all liability for contribution and/or indemnification to all actual or alleged joint tortfeasors, including the Non-Settling Defendants;

(g) The Court further orders that, pursuant to OKLA. STAT. tit. 12, § 832(H), neither the Non-Settling Defendants nor any actual or alleged joint tortfeasor are discharged from liability to the State; and

(h) The Court further orders that nothing contained herein shall preclude the State or any Non-Settling Defendants from presenting evidence of Teva's conduct pre-trial, at trial or on any appeal, subject to orders and rulings of the Court.

VII. DISPUTE RESOLUTION

7.1 The Parties by stipulation may agree to a modification of this Consent Judgment, which agreement shall be presented to this Court for consideration. Such modification must be made by written instrument signed by or on behalf of both Teva and the Attorney General.

7.2 Should the Attorney General have reason to believe Teva has violated the terms of this Consent Judgment, the Attorney General shall: (i) provide Teva with a notice that sets forth the Attorney General's basis for believing that Teva violated a term and (ii) provide Teva at least thirty (30) days to cure the alleged violation.

7.3 The Court shall retain jurisdiction over all disputes, including the implementation of the Injunctive Relief. Any dispute regarding issues arising from such Injunctive Relief that cannot be resolved by the Parties shall be submitted in the first instance to Judge Phillips for mediation. If the Parties are unable to reach a mediated settlement within 30 days of submission for mediation, the dispute shall be submitted to the Court.

VIII. DISMISSAL WITH PREJUDICE

8.1 All claims asserted by the State against Teva in the Oklahoma Action are DISMISSED WITH PREJUDICE as to Teva, and, except as provided under the Settlement Agreement, without costs.

IX. MISCELLANEOUS

9.1 This Consent Judgment shall be construed and interpreted in accordance with the substantive law of the State of Oklahoma.

9.2 This Consent Judgment and the Settlement Agreement contain the entire agreement of the Parties with respect to its subject matter. No Party has made any oral or written representation other than those set forth herein, and no Party has relied upon, or is agreeing to, this Consent Judgment in reliance upon any representation other than those set forth herein.

9.3 Each of the signatories of this Consent Judgment represents and warrants that it, he, or she is authorized by it, his or her respective clients or principal to execute this Consent Judgment and to bind the corresponding Party hereto. With respect to the Plaintiff, the relevant signatories affirm that they have authority to execute this Consent Judgment on behalf of the State of Oklahoma.

9.4 Section headings contained in this Consent Judgment are inserted solely as reference aids for the ease and convenience of the reader. They shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions or any other aspect of this Consent Judgment.

9.5 All Notices under this Consent Judgment shall be provided to the following via email and Overnight Mail:

Oklahoma Attorney General
Attn: Abby Dillsaver, General Counsel to the Attorney General
Ethan Shaner, Deputy General Counsel
313 N.E. 21st St.
Oklahoma City, OK 73105
Abby.Dillsaver@oag.ok.gov
Ethan.Shaner@oag.ok.gov

Harvey Bartle, IV
MORGAN LEWIS & BOCKIUS, LLP
1701 Market St.
Philadelphia, PA 19103-2921
Tel: (215) 963-5000
Fax: (215) 963-5001
harvey.bartle@morganlewis.com

9.6 This Consent Judgment may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

9.7 This Consent Judgment shall be non-appealable and shall constitute a final judgment upon filing in the District Court of Cleveland County, State of Oklahoma.

9.8 The District Court for Cleveland County, State of Oklahoma, shall retain continuing jurisdiction over the Parties regarding compliance with the terms of this Consent Judgement.

9.9 All payments and consideration delivered in connection with this settlement (other than amounts paid for attorney's fees and costs) constitute restitution payments for United States Federal income tax purposes.

9.10 The Court's Amended Protective Order (dated April 16, 2018) and First Amended Agreed Qualified Protective Order for Protected Health Information (dated September 27, 2018) (the "Protective Orders") remain in effect after the Effective Date and the Settling Parties shall comply with their terms.

IT IS SO ORDERED.

DATED this 24 th day of June, 2019.

DISTRICT JUDGE

APPROVED AS TO FORM:

FOR THE STATE OF OKLAHOMA
ex rel. Mike Hunter, Attorney General

Dated: 6/24/19

Mike Hunter, OBA No. 4503,
Abby Dillsaver, OBA No. 20675
Ethan A. Shaner, OBA No. 30916
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Dated: 6/24/19

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Dated: 6/24/19

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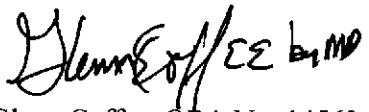

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Telephone: (405) 601-1616
Email: gcoffee@glenncoffee.com

APPROVED AS TO FORM:

FOR DEFENDANTS TEVA PHARMACEUTICALS USA, INC., CEPHALON, INC., WATSON LABORATORIES, INC., ACTAVIS LLC and ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC.

Dated: 6/24/19

Harvey Bartle IV, *pro hac vice*
Eric W. Sitarchuk, *pro hac vice*
Nancy L. Patterson, *pro hac vice*
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Dated: 6-24-19

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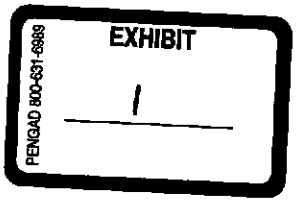
IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel., MIKE HUNTER, ATTORNEY GENERAL OF OKLAHOMA,	)	
Plaintiff,	)	
vs.	)	Case No. CJ-2017-816 Judge Thad Balkman
(1) PURDUE PHARMA L.P.; (2) PURDUE PHARMA, INC.; (3) THE PURDUE FREDERICK COMPANY; (4) TEVA PHARMACEUTICALS USA, INC.; (5) CEPHALON, INC.; (6) JOHNSON & JOHNSON; (7) JANSSEN PHARMACEUTICALS, INC.; (8) ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., n/k/a JANSSEN PHARMACEUTICALS; (9) JANSSEN PHARMACEUTICALS, INC., n/k/a JANSSEN PHARMACEUTICALS, INC.; (10) ALLERGAN, PLC, f/k/a ACTAVIS PLC, f/k/a ACTAVIS, INC., f/k/a WATSON PHARMACEUTICALS, INC.; (11) WATSON LABORATORIES, INC.; (12) ACTAVIS LLC; and (13) ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC.,	)	
Defendants.	)	

SETTLEMENT AGREEMENT



This Settlement Agreement is made and entered into this 7th day of June 2019, among Teva Pharmaceuticals, as defined herein, and the Attorney General on behalf of the State of Oklahoma ("Attorney General" or the "State") in the lawsuit captioned, *State of Oklahoma v. Purdue Pharma L.P., et al.*, Case No. CJ-2017-816, filed in the District Court of Cleveland County, Oklahoma (Balkman, J.) (the "Oklahoma Action"). This Settlement Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims, upon and subject to the terms and conditions hereof (the "Settlement").

WHEREAS, the State filed its Original Petition in the Oklahoma Action on June 30, 2017, (i) alleging that Teva Pharmaceuticals, among others, violated Oklahoma law by deceptively marketing its opioid pain medications as well as opioid products generally so as to overstate their efficacy and falsely downplay the associated risk of addiction, which resulted in an opioid crisis and public nuisance in the State of Oklahoma; (ii) asserting claims for damages, equitable abatement, civil penalties and other equitable relief; and (iii) claiming violations of the Oklahoma Medicaid False Claims Act, 63 Okla. Stat. §§5053.1-7; the Oklahoma Medicaid Program Integrity Act, 56 Okla. Stat. §§1001-1008; the Oklahoma Consumer Protection Act, 15 Okla. Stat. §§751-65; Public Nuisance, 50 Okla. Stat. §2; Fraud (Actual and Constructive) and Deceit; and Unjust Enrichment;

WHEREAS, on or about April 4, 2019, the State voluntarily dismissed all causes of action against Teva Pharmaceuticals seeking the recovery of compensatory damages or civil penalties, continuing to prosecute only its cause of action for public nuisance and the remedy of abatement under Okla. Stat. tit. 50, §§ 1-2, 8, 11, as well as any and all further equitable relief deemed just and proper;

WHEREAS, Teva Pharmaceuticals: (i) denies each and all of the claims and allegations of wrongdoing made by the State in the Oklahoma Action and maintains that it has meritorious defenses; (ii) denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Oklahoma Action, and contends that the factual allegations made in the Oklahoma Action relating to it are false and materially inaccurate; (iii) denies that the State was harmed by any conduct of Teva Pharmaceuticals alleged in the Oklahoma Action or otherwise; and (iv) denies liability, expressly denies any wrongdoing, and denies it violated any federal or state statute or common law;

WHEREAS, the Parties have investigated the facts, analyzed the relevant legal issues regarding the claims and defenses asserted in the Oklahoma Action, completed all fact and expert discovery, filed and responded to motions to exclude expert testimony and motions for summary judgment, completed all pre-trial matters and were set to begin trial on May 28, 2019;

WHEREAS, the Parties have each considered the costs and delays associated with the continued prosecution and defense of the Oklahoma Action, and have reached an agreement to resolve the Oklahoma Action;

WHEREAS, the Parties believe the Settlement set forth herein (i) avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained; and (ii) the State has concluded that the terms are fair, reasonable and adequate and in the best interest of the people of the State of Oklahoma;

WHEREAS, the State and Teva Pharmaceuticals agree that neither this Agreement, nor any statement made in the negotiation thereof shall be deemed or construed to be a concession as to any claim, an admission, evidence of any violation of any statute or law, evidence of any liability or

wrongdoing by Teva Pharmaceuticals, or evidence of the truth of any of the claims or allegations made by the Parties in the Oklahoma Action;

WHEREAS, arm's-length settlement negotiations have taken place over the course of several months between Teva Pharmaceuticals and the State under the auspices and supervision of the court-appointed Settlement Master, Judge Layn Phillips, who was appointed by Order dated March 29, 2018, pursuant to 12 Okla. Stat., Ch. 2, Appx., Rule 5 and the Court's inherent authority; and

NOW, THEREFORE, IT IS HEREBY AGREED by and among the State and Teva Pharmaceuticals, by and through their respective counsel, that the Oklahoma Action as against Teva Pharmaceuticals shall be finally and fully settled and released, as set forth below.

A. Definitions. As used in this Agreement the following capitalized terms have the meanings specified below.

(a) "Agreement" or "Settlement Agreement" means this Settlement Agreement and Consent Judgment, together with any exhibits attached hereto, which are incorporated herein by reference.

(b) "Consent Judgment" refers to the consent judgment, attached as Exhibit A, which shall be fully executed by the Settling Parties and filed with the Court.

(c) "Covered Conduct" means any and all acts, conduct, omissions, events or transactions, whether known or unknown and whether discovered or undiscovered, including, but not limited to, acts, conduct, omissions, events or transactions alleged in the Oklahoma Action, occurring up to and including the Effective Date arising from or related in any way to the marketing (including promotion) and sale of Opioids (including all branded and generic opioids that are or were in the past sold by Teva Pharmaceuticals) in or affecting the State of Oklahoma.

(d) "Court" means the District Court of Cleveland County, Oklahoma.

(e) "Effective Date" means the date upon which the Court approves the Settlement Agreement and enters the Consent Judgment.

(f) "Effective Date of the Release" means the date upon which all of the following have occurred or been waived by the Attorney General: (i) the Court has approved the Settlement Agreement and entered the Consent Judgment; and (ii) Teva Pharmaceuticals has paid all amounts due to the State under Section (B)(1) of this Agreement.

(g) "Execution Date" means the date on which this Agreement is executed by the last party to do so.

(h) "Good Faith Settlement Bar Order" or "Bar Order" shall have the meaning assigned to it in Section H(7) of this Agreement.

(i) "Health Care Provider" shall mean any physician, osteopath, surgeon, nurse practitioner, physician assistant, physiatrist, psychiatrist, dentist, pharmacist, podiatrist, nurse, nurse's assistant or other person engaged in the business of providing health care services and/or prescribing an Opioid in Oklahoma and any medical facility, practice, hospital, clinic or pharmacy in Oklahoma.

(j) "Non-Settling Defendants" means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc., Allergan, PLC, f/k/a Actavis PLC f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.

(k) "Opioid" shall mean those chemical compounds naturally found in the opium poppy plant, including synthetic analogues that interact with opioid receptors on nerve cells in the body and brain, and reduce the intensity of pain signals and feelings of pain. Opioid shall not mean buprenorphine, naloxone and other substances when used to treat opioid or other substance use disorders, abuse, addiction or overdose.

(l) "Outside Counsel" shall mean Whitten Burrage, Nix Patterson, LLP and Glenn Coffee & Associates, PLLC.

(m) "Parties" and "Settling Parties" means Teva Pharmaceuticals and Releasors.

(n) "Previously-Settled Defendants" means Purdue Pharma L.P., Purdue Pharma Inc., and the Purdue Frederick Company Inc.

(o) "Promote," "Promoting," and "Promotion" shall mean the publication or dissemination of branded or Unbranded information by Teva Pharmaceuticals to a Third Party that is intended to directly or indirectly increase the use or sales of Opioids.

(p) "Releasee" means Teva Pharmaceuticals as defined herein.

(q) "Released Claims" means any and all claims of any nature, including the State's state and federal statutory and common law claims, that were brought or could have been brought by Releasors related to or arising out of the Covered Conduct, whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that Releasors, whether directly, representatively, derivatively, or in any other capacity, have including all past and present civil, criminal, derivative, regulatory, administrative, or any other claims Releasors may have under any applicable state, regulatory, or administrative law or statute relating to any Covered Conduct from 1996 to the Effective Date.

(r) "Releasors" means the State, including its agencies and departments, and the Attorney General.

(s) "Teva Pharmaceuticals Payment" means the payment set forth in Section B(1) of this Settlement Agreement plus any interest earned on the payment set forth in Section B(1) of this Settlement Agreement once the funds have been transferred to the State.

(t) "Teva Pharmaceuticals" means Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, and Actavis Pharma, Inc., f/k/a Watson Pharma, Inc. and each of their current and former corporate parents, direct and indirect subsidiaries, successors, affiliates, agents and current and former employees, officers and directors and any current or former related companies only to the extent they are entitled to indemnification by any of the foregoing entities, provided "Teva Pharmaceuticals" shall never include Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.

(u) As used in the definition of "Promote," "Promoting," and "Promotion" and in Section C(3), "Third Party" shall mean any person or entity other than Teva Pharmaceuticals.

(v) "Unbranded" shall mean any information regarding Opioids that does not identify a specific product or products.

B. Settlement Payment.

1. Teva Pharmaceuticals Payment. In full and complete satisfaction of the release granted in Section D herein, and in addition to the Injunctive Terms contained in Section C, Teva Pharmaceuticals shall pay to the State the sum of Eighty-Five Million Dollars ($85,000,000) within 3 business days following the entry of the Consent Judgment (the "Teva Pharmaceuticals

Payment"). Teva Pharmaceuticals shall deliver the Teva Pharmaceuticals Payment via wire transfer to the Attorney Trust Account of Whitten Burrage pursuant to wiring instructions provided by Whitten Burrage to Teva Pharmaceuticals. After Outside Counsel attorneys' fees and costs have been subtracted pursuant to the Legal Services Agreement dated June 23, 2017, as amended on December 5, 2017, Whitten Burrage shall within 24 hours deposit the balance of the Teva Pharmaceuticals Payment into the Opioid Lawsuit Settlement Fund of the State of Oklahoma. Expenditures of the Teva Pharmaceuticals Payment shall only be for the abatement of the nuisance related to the Opioid crisis pursuant to future appropriation.

2. **No Other Payments By Teva Pharmaceuticals.** Other than the Teva Pharmaceuticals Payment referenced in Section B(1) above, Teva Pharmaceuticals shall have no obligation to make any further or additional payments in connection with the Oklahoma Action, this Settlement or any of the Covered Conduct.

3. **Solvency**. As set forth in its Form 8-K filed on April 8, 2019, Teva Pharmaceuticals represents and warrants to the State that (i) the Teva Pharmaceuticals Payment is made in exchange for reasonably equivalent value; (ii) Teva Pharmaceuticals is and will be solvent as of the Effective Date and the date of the Teva Pharmaceuticals Payment; and (iii) the Teva Pharmaceuticals Payment will not leave Teva Pharmaceuticals with unreasonably small capital for the business in which it is engaged. For purposes of this Section B(4), "solvent" means (i) the fair value of Teva Pharmaceuticals' assets exceeds Teva Pharmaceuticals' consolidated debt and liabilities, contingent or otherwise; (ii) the present fair saleable value of the property of Teva Pharmaceuticals is greater than the amount that will be required to pay the probable liability on Teva Pharmaceuticals' debts and other liabilities contingent or otherwise, as such debts and other liabilities become absolute and mature; (iii) Teva Pharmaceuticals does not have unreasonably

small capital with which to conduct the business in which it is engaged; and (iv) Teva Pharmaceuticals has not incurred, and does not intend to incur, or believe it will incur, any debts and liabilities, contingent or otherwise, including current obligations, that it does not believe that it will be able to pay as such debts and liabilities become due.

C. Injunctive Relief.

1. Teva Pharmaceuticals shall not from the Effective Date until December 31, 2026 engage in Promotion of Opioids in the State of Oklahoma by:

(a) Employing or contracting with sales representatives or other persons to Promote Opioids to Health Care Providers or patients;

(b) Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids; and

(c) Creating, sponsoring, distributing, or otherwise providing direct or indirect financial support for branded or Unbranded information Promoting Opioids, including brochures, newsletters, pamphlets, journals, books, and guides.

2. Upon request, Teva Pharmaceuticals shall promptly provide reasonable assistance to law enforcement investigations of potential diversion and/or suspicious circumstances involving Opioids in the State of Oklahoma, subject to and without waiving any applicable privilege objections.

3. Teva Pharmaceuticals shall not use, assist, or employ any Third Party to engage in any activity in Oklahoma that Teva Pharmaceuticals itself would be prohibited from engaging in pursuant to this Agreement.

4. Notwithstanding the above, in the State of Oklahoma, Teva Pharmaceuticals may:

(a) Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in Oklahoma;

(b) Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider or patient;

(c) Provide information to a payor, formulary committee, or other similar entity

5. For the avoidance of doubt, nothing in this Agreement is intended to prevent Teva Pharmaceuticals from engaging in the sale, offer for sale and distribution of branded and generic opioids in accordance with applicable laws and regulations.

6. For the avoidance of doubt, nothing in this Agreement shall be construed or used to prohibit Teva Pharmaceuticals in any way whatsoever from taking legal or factual positions in litigation or other legal or administrative proceedings, or from providing extrajudicial statements made in the context of such litigation or other legal or administrative proceedings.

7. Should Teva Pharmaceuticals enter into an agreement with one or more state attorneys general, or in multi-state litigation with other state attorneys general, that contains broader injunctive relief than set forth above, Teva Pharmaceuticals agrees: (i) to notify the Attorney General of Oklahoma at the time such injunctive relief goes into effect; and (ii) to abide by that injunctive relief in the State of Oklahoma. Teva Pharmaceuticals agrees that all such additional or more restrictive relief shall apply to Teva Pharmaceuticals' conduct within or directed at the State of Oklahoma and any violation of those terms shall be deemed a violation of the Consent Judgment and will be subject to the dispute resolution procedures set forth therein.

8. If the Attorney General believes that Teva Pharmaceuticals has violated any Injunctive Relief term, as set forth above, the Attorney General shall: (i) provide Teva Pharmaceuticals with a notice that sets forth the Attorney General's basis for believing that Teva Pharmaceuticals violated an Injunctive Relief term and (ii) provide Teva Pharmaceuticals at least thirty (30) days to cure the alleged violation.

D. Settlement of Claims and General Release. The Settling Parties hereby agree to settle the Released Claims. The State contends that the Oklahoma Action was brought to protect

the legitimate interest of the State, and the State agrees that settlement on these terms is in the statewide interest. On the Effective Date of the Release, Releasors hereby release Releasee, and shall be deemed to have fully, finally, forever and permanently released, remised, acquitted, held harmless, relinquished and discharged with prejudice all Released Claims, and shall have covenanted not to sue Releasee with respect to any such claim, and shall be permanently barred and enjoined from instituting, reinstituting, maintaining, commencing, or prosecuting any such Released Claim against the Releasee, and the release as set forth herein shall be given full *res judicata* effect. Releasors shall be deemed to have released all claims against Releasee that are or could have been brought by Releasors, including the State's state and federal statutory and common law claims. It is the intention of the Settling Parties to fully and completely resolve the litigation between the Attorney General and the State on the one hand, and Teva Pharmaceuticals, on the other hand, with respect to Opioids.

E. Stipulation of Dismissal of Action with Prejudice. The Consent Judgment shall provide that the Oklahoma Action as against Teva Pharmaceuticals is dismissed with prejudice upon the filing of the Consent Judgment.

F. No Admission of Liability: The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between them with respect to the Oklahoma Action, and it shall not be deemed an admission by any Settling Party as to the merits of any claim or defense or any allegation made in the Oklahoma Action. Teva Pharmaceuticals denies the allegations in the Oklahoma Action and denies any civil or criminal liability in the Oklahoma Action.

G. Termination. This Agreement shall terminate on the date that is sixty (60) days after the Execution Date if the Effective Date shall not have occurred by such date.

H. Miscellaneous Provisions.

1. Use of Agreement as Evidence. Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the Covered Conduct alleged in the Oklahoma Action, of any allegation made in that case, or of any wrongdoing or liability of Releasee; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any liability, fault or omission of Releasee in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Releasee may file this Agreement and/or the Consent Judgment in any action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification.

2. Voluntary Settlement. This Settlement Agreement was negotiated in good faith and at arms-length over several months with the assistance of the Court-appointed Settlement Master Layn Philips, and the exchange of the Teva Pharmaceuticals Payment for the release set forth herein is an exchange of reasonably equivalent value.

3. **Retention of Exclusive Jurisdiction.** The Court shall retain jurisdiction over all disputes arising under this Agreement, including the implementation of the Injunctive Relief. Any dispute regarding issues arising from such Injunctive Relief that cannot be resolved by the Parties shall be submitted in the first instance to Judge Phillips for mediation. If the Parties are unable to reach a mediated settlement within 30 days of submission for mediation, the dispute shall be submitted to the Court.

4. **Authorization to Enter Settlement Agreement**. The undersigned representatives of Teva Pharmaceuticals represent that they are fully authorized to enter into and to execute this Agreement on behalf of Teva Pharmaceuticals, and Teva Pharmaceuticals has the power and authority to enter into and perform this Settlement Agreement, and the execution and performance of this Settlement Agreement has been duly authorized by all requisite corporate or other legal action. The State represents that it is expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and to enter into and execute this Agreement.

5. **Notices**. All notices to counsel under this Agreement shall be in writing. Each such notice shall be given either by (i) e-mail; (ii) hand delivery; or (iii) registered or certified mail, return receipt requested, postage pre-paid; and shall be addressed to counsel at their addresses set forth on the signature page hereof.

6. **Press Statement.** Teva Pharmaceuticals and the Attorney General have previously issued press releases announcing the Settlement and any further statements to the press concerning this Settlement will continue to describe it positively.

7. **Good Faith Settlement Bar Order (Okl. St. tit 12, § 832(H)).** The Consent Judgment shall contain a Good Faith Settlement Bar Order pursuant to Okla. Stat. tit. 12, § 832(H),

which shall discharge Teva Pharmaceuticals from all liability for contribution to all actual or alleged joint tortfeasors. Subject to approval by the Court, this order shall herein be referred to as the "Good Faith Settlement Bar Order" and shall be substantially in the following form:

Good Faith Settlement Bar Order

The Court finds and orders as follows:

The State has brought suit against Teva Pharmaceuticals, the Previously-Settled Defendants, and the Non-Settling Defendants alleging an indivisible injury for which the State alleges Teva Pharmaceuticals, the Previously-Settled Defendants, and the Non-Settling Defendants are jointly and severally liable;

Through the Settlement Agreement and this Consent Judgment the Releasors have released Teva Pharmaceuticals from all Released Claims, as those terms are defined therein;

The Court finds the settlement between the State and Teva Pharmaceuticals is fair, reasonable and was entered into between the State and Teva Pharmaceuticals in good faith and without collusion;

The Court finds that, by agreeing to settle the claims of the State asserted against Teva Pharmaceuticals in this Action, Teva Pharmaceuticals does not admit and specifically denies any and all liability to the State and any actual or alleged joint tortfeasor;

The settlement between the State and Teva Pharmaceuticals does not prejudice any substantive defenses or rights of any Previously-Settled Defendants or the Non-Settling Defendants;

The Court orders that, pursuant to OKLA. STAT. tit. 12, § 832(H), Teva Pharmaceuticals is discharged from all liability for contribution to all actual or alleged joint tortfeasors, including the Previously-Settled Defendants and the Non-Settling Defendants;

The Court further orders that, pursuant to OKLA. STAT. tit. 12, § 832(H), neither the Non-Settling Defendants nor any actual or alleged joint tortfeasor are discharged from liability to the State; and

The Court further orders that nothing contained herein shall preclude the State or any Non-Settling Defendants from presenting evidence of Teva Pharmaceuticals' conduct pre-trial, at trial or on any appeal subject to orders and rulings of the Court.

8. **Reinstatement.** If the State is required by final order of a court of competent jurisdiction to return the Teva Pharmaceutical Payment for any reason, this Agreement, including the releases set forth herein, shall be *void ab initio* and all rights and remedies of the Settling Parties as they existed immediately prior to the execution of this Agreement shall be reinstated in full.

9. **Tax.** The Settling Parties understand and agree that the Teva Pharmaceuticals Payment is restitution for amounts being sought as a result of the State's allegation of violation of law resulting in alleged damage or harm to the State as set forth in the Oklahoma Action. The Settling Parties understand and agree that the Teva Pharmaceuticals Payment is less than the amount being sought by the State from Teva Pharmaceuticals in the Oklahoma Action. The Settling Parties have agreed to the Teva Pharmaceuticals Payment in order to avoid the delay, expense, inconvenience, and uncertainty of further litigation of the Oklahoma Action. To the extent an appropriate official of the State makes any return setting forth the information required under 26 U.S.C. Section 6050X, such official will report such information consistent with the terms of this Agreement.

10. Non-Appealable and Binding Agreement. This Agreement and the Consent Judgment shall be non-appealable and shall constitute a final judgment upon the Effective Date. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

11. Confidentiality. The terms of the Agreement will remain confidential until such time as the Court enters the Consent Judgment. The Settling Parties, however, may advise the Non-Settling Defendants and may publicly disclose the existence of the Agreement, the amount of the Teva Pharmaceuticals Payment, and the dates that the Agreement will be entered by the Court and the Teva Pharmaceuticals Payment transferred to the State.

12. Confidentiality of Documents Produced in this Action. The Court's Amended Protective Order (dated April 16, 2018) and First Amended Agreed Qualified Protective Order for Protected Health Information (dated September 27, 2018) remain in effect after the Effective Date and the Settling Parties shall comply with their terms.

13. Choice of Law. Any dispute arising from or in connection with the completion and execution of the Consent Judgment or Settlement Agreement shall be governed by Oklahoma law without regard to its choice of law provisions.

14. No Conflict Intended. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

15. No Party Deemed to be the Drafter. None of the parties hereto shall be deemed to be the drafter of this 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.

16. Amendment; Waiver. This Agreement shall not be modified in any respect except by a writing executed by all the parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party. The waiver by any party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement.

17. Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the parties to this Agreement shall exchange among themselves original signed counterparts and a complete set of executed counterparts shall be filed with the Court.

18. Integrated Agreement. This Agreement constitutes the entire agreement between the Settling Parties and no representations, warranties or inducements have been made to any party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set forth below.

Dated: June __, 2019

ATTORNEY GENERAL ON BEHALF OF THE STATE OF OKLAHOMA

BY: _____
OKLAHOMA OFFICE OF THE ATTORNEY GENERAL
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Oklahoma City, OK 73105

BY: _____
Michael Burrage
WHITTEN BURRAGE

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BY: Glenn Coffee by BP
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TEVA PHARMACEUTICALS

BY: _____
Deborah Griffin
SVP and Chief Accounting Officer
TEVA PHARMACEUTICALS

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