TEVA/NEW YORK STATEWIDE OPIOID SETTLEMENT AGREEMENT

I. OVERVIEW

This Teva New York Statewide Opioid Settlement Agreement ("Agreement") sets forth the terms and conditions of a settlement agreement between and among the State of New York (for itself and certain other Releasors), the County of Nassau, the County of Suffolk, all New York Participating Subdivisions and Teva (collectively, "the Parties") to resolve opioid-related Claims against Teva and the other Released Entities. This is a statewide opioid settlement agreement pursuant to and as defined in N.Y. Mental Hyg. Law § 25.18.

The Parties intend the terms of this Agreement to be consistent and concurrent with the terms of the Teva Global Opioid Settlement Agreement ("Global Settlement") currently under negotiation. If the Global Settlement becomes effective by July 4, 2023 its terms will supersede the terms of this Agreement except for Sections III.A.1.a.ii (New York Settlement Product Cash Conversion Amount), III.A.1.b (Premium Payment), III.C (Schedule for Premium Payments), III.D. (Default; Waiver; Solvency; Successors); V (Dismissal of Claims), VI (Release), VIII.C (Costs of Administration), and IX through XIV (Enforcement and Dispute Resolution, No Waiver, Mutual Interpretation, Governing Law, Counterparts, and Miscellaneous). If the Global Settlement is not effective by the aforementioned date, this Agreement and any subsequent Consent Judgment giving effect to its terms will remain in full force and effect.

The Parties have agreed to the below terms for the sole 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 and the other Released Entities expressly deny. 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 any Releasor. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Teva or any other Released Entity. No part of this Agreement is intended for use by any Third Party for any purpose, including submission to any court for any purpose.

II. DEFINITIONS

A. "*Actions*" means *The County of Suffolk, New York v. Purdue Pharma L. P.*, Case No. 400001/2017; *The County of Nassau, New York v. Purdue Pharma L. P.*, Case No. 400008/2017; and *The People of the State of New York v. Purdue Pharma L.P.*, Case No. 400016/2018.

B. "*Agreement*" means this agreement together with the Exhibits thereto.

C. "*Base Payment*" means the payments made pursuant to Section III.B.5.

D. "*Claim(s)*" means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative or claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit,

contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, including, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, abatement, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. Claim does not include any individuals' personal injury or wrongful death cause of action."

E. "*Consent Judgment*" means a consent decree, order, judgment, or similar action.

F. "*Court*" means the court to which the Agreement and the Consent Judgment are presented for approval and/or entry.

G. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity of any kind whatsoever from the beginning of time through the date of execution of this Agreement (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity) relating in any way to (1) the availability, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or Class of Products, (2) the characteristics, properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any Product or class of Products; (4) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug

substances, or any related intermediate of Product; (5) diversion control programs or suspicious order monitoring related to any Product; or, (6) litigation of the Actions. The foregoing is not intended to apply to claims alleging contamination of products.

H. "*Claim-Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct.

I. "*Divested Actavis Generic Entities*" includes Actavis LLC ("Actavis LLC"), Watson Laboratories, Inc. ("Watson"), and Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.) ("Actavis Pharma").

J. "*Effective Date*" means the date of entry of a final Consent Judgment in the Actions, which shall be filed no later than 30 days after the Participation Date.

K. "*Incentive A*" means the incentive payment described in subsection III.B.8.

L. "*Incentive B*" means the incentive payment described in subsection III.B.9.

M. "*Incentive C*" means the incentive payment described in subsection III.B.10.

N. "*Incentive D*" means the incentive payment described in subsection III.B.11.

O. "*Incentive Payment*" means the payments made pursuant to Section III.B.8–11.

P. "*Initial Year Payment*" means the first annual payment of the New York Abatement Amount payable into the New York Opioid Settlement Fund by Teva on the Payment Date on August 4, 2023.

Q. "*Opioid Settlement Fund*" means the fund created by N.Y. Mental Hyg. Law § 25.18(a)(4).

R. "*New York Abatement Amount*." $194,676,951, which is the Global Settlement Net Abatement Amount multiplied by the New York State Allocation Percentage.

S. *"New York Global Payment.*" In the event the Global Settlement is not effective by July 4, 2023, $236,656,206.05, which reflects the attorneys' fees and costs in Section III.A.1.a.i–iii and New York's estimated payments pursuant to the Global Settlement.

T. "*New York Settlement Product Cash Conversion Amount*" means $15,871,275.20 allocated to New York from the conversion of Settlement Product into cash pursuant to Section III.A.1.a.ii and Exhibit D of the Teva Global Opioid Settlement Agreement.

U. "*New York Teva Opioid Settlement Fund*" means a fund established for purposes of receiving the New York Global Payment and the New York State portion of the Premium Payment.

V. "*Participation Date*" means the date by which all Subdivisions and other Releasors must elect to participate in this Agreement and shall be 60 days after this Agreement is executed.

W. "*Participating Subdivision(s)*" means a Subdivision that signs the Settlement Participation Form annexed hereto as Exhibit B and meets the requirements for becoming a Participating Subdivision under Section VIII.A.

X. "*Payment Year*" means, except for the Initial Year Payment, the calendar year during which the applicable annual payment is due pursuant to subsection III.B.4. Payment Year 2 is 2024, Payment Year 3 is 2025 and so forth. References to payment "for a Payment Year" mean the annual payment due on July 15 of that year. References to eligibility "for a Payment Year" mean eligibility in connection with the annual payment due during that year.

Y. "*Primary Subdivision*" means a Subdivision that has a population of 30,000 or more.

Z. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought or dispensed, to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. "Product" includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. "Product" also includes any natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

AA. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims"

include any Claims that have been asserted against the Released Entities by the State or any of its Subdivisions or other Releasors in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or proceedings, or in any comparable action or proceeding brought by the State or any of its Subdivisions or other Releasors (whether or not such State, Subdivision, or other Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable New York law.

BB. "*Released Entities*" means: Teva; and (i) all of Teva's respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures (but excluding joint venture partners), predecessors, successors, assigns (a list of current subsidiaries, affiliates, and joint ventures is included at Exhibit A); (ii) Teva's insurers (solely in their role as insurers with respect to the Released Claims); and (iii) Teva's past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, and attorneys (for actions that occurred during and related to their work for, or employment with, Teva). Any person or entity described in clauses (ii)-(iii) shall be a Released Entity solely in the capacity described in such clause. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Teva after the Execution Date is not a Released Entity, regardless of whether they are listed on Exhibit A.

CC. "*Releasors*" means (1) the State of New York; (2) Nassau and Suffolk Counties; (3) each Participating Subdivision; and (4) without limitation and to the maximum extent of the power of the State of New York's Attorney General to release Claims on behalf of all other Releasors including but not limited to the following: (a) the State of New York's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity 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, law enforcement districts, emergency services districts, school districts, hospital 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, 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 of New York, the Subdivisions, or

other Releasors in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide a Settlement Participation Form providing for a release to the fullest extent of the Participating Subdivision's authority, which is attached as Exhibit B to the Agreement. Without limiting the foregoing, the New York State Department of Financial Services is a Releasor within the terms of this Agreement, and the Parties intend the releases provided for herein to include the New York State Department of Financial Services and for the New York State Department of Financial Services to provide a Release.

DD. "*Settlement Fund Administrator*" means the entity that administers the New York Teva Opioid Settlement Fund.

EE. "*Special District*" means (1) formal and legally recognized sub-entities of a State recognized by the U.S. Census Bureau[1] and those listed on Exhibit C, and (2) any person, official, or entity thereof acting in an official capacity. Special Districts do not include sub-entities of a State that provide general governance for a defined area that would qualify as a Subdivision. Entities that include any of the following words or phrases in its name shall not be considered a Special District: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

FF. "*State*" means the State of New York.

GG. "*Subdivision(s)*" means any governmental subdivision within the boundaries of the state of New York, including, but not limited to, counties, municipalities, districts, towns and/or villages, and any of their subdivisions, special districts and school districts, and any department, agency, division, board, commission and/or instrumentality thereof, as defined by N.Y. Mental Hyg. Law § 25.18.

HH. "*Teva*" means (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 Divested Actavis Generic Entities, and Anda, Inc.

II. "*Teva Global Opioid Settlement Agreement*" means the settlement agreement between and among states, participating subdivisions, participating special districts, and Teva to resolve opioid-related Claims against Teva and other released entities, and all of its exhibits, as defined therein.

[1] All such entities are found on the "Special District," "School District," and "DEP School District" tabs of the Census Bureau's 2017 Government Units Listing spreadsheet available at https://www2.census.gov/programs-surveys/gus/datasets/2017/govt_units_2017.ZIP.

JJ. "*Third Party(ies)*" means any person or entity other than Teva or a Releasor.

III. MONETARY RELIEF AND PAYMENTS

A. Payments

1. Teva shall pay a total of $550,000,000 ("Total Payment"), which shall consist of the following components.

   a. $236,656,206.05 of the Total Payment shall be considered the New York Global Payment and shall consist of:

      i. $194,676,951 reflecting the New York Abatement Amount set forth in the Teva Global Opioid Settlement Agreement and shall be paid over thirteen (13) years in accordance with Exhibit J (The Teva New York Payment Schedule) or Section VII and Exhibit M-1 of the Teva Global Opioid Settlement Agreement (Exhibit K), as applicable;

      ii. $15,871,275.20 reflecting the New York Settlement Product Cash Conversion Amount of the Teva Global Opioid Settlement Agreement pursuant to Section IX and Exhibit D of the Teva Global Opioid Settlement Agreement and shall be paid over twelve (12) years in accordance with Exhibit J (The Teva New York Payment Schedule) or Exhibit M-2 of the Teva Global Opioid Settlement Agreement (Exhibit K), as applicable; and,

      iii. $26,107,980.03 reflecting the portion of the Attorney Fee and Cost Payment attributable to counsel for New York and its Subdivisions, except for Nassau and Suffolk Counties, in accordance with Section XIV and Exhibits R, S, and T of the Teva Global Opioid Settlement Agreement and shall be paid over six (6) years in accordance with Exhibit J(The Teva New York Payment Schedule) or with Exhibit M-1 of the Teva Global Opioid Settlement Agreement (Exhibit K), as applicable. If the Global Settlement is consummated by July 4, 2023, attorneys' fees and costs in this provision for the Subdivisions, except Nassau and Suffolk Counties, shall thereafter be addressed through the mechanisms in such national settlement and any accompanying agreement related to attorneys' fees.

   b. $313,343,793.95 of the Total Payment shall be considered a "Premium Payment" to the trial plaintiffs, i.e., the State and the

Counties of Nassau and Suffolk, which shall be paid over a period of eighteen (18) years.

B. New York Global Payment

1. All payments under this Section III.B shall be made into the New York Teva Opioid Settlement Fund, except that where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section III.E.

2. Teva shall pay into the New York Teva Opioid Settlement Fund (1) the New York Abatement Amount consisting of $194,676,951 minus any unearned Incentive Payments under subsection III.B.8–11 below, and (2) the New York Settlement Product Cash Conversion Amount consisting of $15,871,275.20.

3. The New York Abatement Amount of $194,676,951 paid into the Settlement Fund shall be divided into Base Payments and Incentive Payments as provided in subsections III.B.5 and III.B.6 below and set out in Exhibit J (The Teva New York Payment Schedule) or Exhibit M-1 of the Teva Global Opioid Settlement Agreement (Exhibit K), as applicable.

4. Provided that the necessary W-9 form and wire instructions for the New York Teva Settlement Fund are supplied to Teva at least 21 days before payment is due, Teva shall make New York Global Payments under Section III.A.1.a.i–ii pursuant to the schedule established in the Global Settlement. In the absence of a Global Settlement, Teva shall make New York Global Payment to the New York Teva Settlement Fund under Section III.A.1.a.i, ii & iii on the following dates and in the following maximum amounts:

August 4, 2023	$19,326,480.09
July 15, 2024	$20,649,086.36
July 15, 2025	$20,649,086.36
July 15, 2026	$20,649,086.36
July 15, 2027	$20,649,086.36
July 15, 2028	$20,649,086.36
July 15, 2029	$16,297,756.35
July 15, 2030	$16,297,756.35

July 15, 2031	$16,297,756.35
July 15, 2032	$16,297,756.35
July 15, 2033	$16,297,756.35
July 15, 2034	$16,297,756.35
July 15, 2035	$16,297,756.35

5. Teva shall make Base Payments into the Settlement Fund in an amount of $87,604,627.95 (which is equal to 45% of the New York Abatement Amount of $194,676,951). The maximum total for New York Abatement Amount excluding Sections III.A.1.a.ii–iii is $194,676,951. The Base Payments will be paid in accordance with the schedule III.B.4.

6. Teva shall make potential Incentive Payments totaling up to a maximum of 107,072,323.05 (which is equal to 55% of the New York Abatement Amount of $194,676,951), excluding Section III.A.1.a.iii, for New York with the actual amount depending on whether and the extent to which the criteria set forth below are met. The maximum total for Incentive Payments is $107,072,323.05.

    a. The maximum total Incentive Payment for the State shall be no more than the maximum total for Incentive Payments listed in Section III.B.7 times the State's allocation. Incentive Payments are state-specific, with each Settling State receiving an Incentive Payment based on the incentives for which it is eligible for that year under the criteria set forth below and any offset specified in Section [XII].

    b. The Incentive Payments shall be divided among four (4) categories, referred to as Incentives A–D. Incentives A–C will be due in installments over the twelve (12) Payment Years beginning with Payment Year 2, and Incentive D will be due in installments over eight (8) years beginning with Payment Year 6, as shown on Exhibit J. The total amount of Incentive Payments in an annual payment shall be the sum of the Incentive Payments for the State are eligible for that Payment Year under the criteria set forth below.

7. The maximum amount available for Incentive Payments, $107,072,323.05, excluding Section III.A.1.a.iii, is divided into two pools. The maximum amount of Incentive Payments for Incentives A-C shall be $93,444,936.48, which is 48% of the maximum New York Abatement Amount. The State may be eligible for its full

allocable share of this payment by either achieving Incentive A or by fully earning both Incentives B and C. The maximum amount of Incentive Payments for Incentive D shall be $13,627,386.57, excluding Section III.A.1.a.iii which is 7% of the maximum New York Abatement Amount. The State qualifies to receive Incentive Payments in addition to Base Payments if it meets the incentive eligibility requirements specified below. The State may qualify for Incentive Payments in four ways. If the State qualifies for Incentive A, it will become entitled to receive the maximum Incentive A payment allocable to the State as stated in subsection VII.E.6. If the State does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. The State can qualify for Incentive D regardless of whether it qualifies for another Incentive Payment.

8. *Incentive A: Full Participation or Fully Released Claims of Litigating Subdivisions, Litigating Special Districts, Non-Litigating Subdivisions with Population Greater Than 10,000, and Non-Litigating Covered Special Districts.*

   a. The State's total potential Incentive A payment allocation is $93,444,936.48 excluding Section III.A.1.a.iii.

   b. The State qualifies for Incentive A by: (1) complete participation in the form of releases consistent with Section VIII above from all Litigating Subdivisions, Litigating Special Districts, and Subdivisions with a population of 10,000 or more, and Non-Litigating Covered Special Districts; (2) a Bar; or (3) a combination of approaches in clauses (1)-(2) that achieves the same level of resolution of Subdivision and Special District Claims (e.g., a law barring future litigation combined with full joinder by Litigating Subdivisions and Litigating Special Districts). For purposes of Incentive A, a Subdivision or Special District is considered a "Litigating Subdivision" or "Litigating Special District" if it has brought Released Claims against Released Entities on or before the Reference Date; all other Subdivisions and Special Districts are considered "Non-Litigating." For purposes of Incentive A, Non-Litigating Covered Special Districts shall not include a Special District with any of the following words or phrases in its name: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

   c. If the State qualifies for Incentive A after receiving an Incentive Payment under Incentives B or C, described below, the State's payments under Incentive A will equal the remainder of its total potential Incentive A payments less any payments previously received under Incentives B or C. The State that receives all of its total potential Incentive A payment allocation shall not receive additional Incentive Payments under Incentives B or C.

d. The State is not eligible for Incentive A as of two (2) years after the Effective Date shall not be eligible for Incentive A for that Payment Year or any subsequent Payment Years.

9. *Incentive B: Early Participation or Released Claims by Litigating Subdivisions and Litigating Special Districts.*

a. If the State does not qualify for Incentive A, it may still qualify to receive up to 60% of its total potential Incentive A payment allocation under Incentive B.

b. The State can qualify for an Incentive B payment if Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the State's litigating population are either Participating Subdivisions, Participating Special Districts, or have their claims resolved through Case-Specific Resolutions.

(i) The State's litigating population is the sum of the population of all Litigating Subdivisions and Litigating Special Districts. The State's litigating population shall include all Litigating Subdivisions and Litigating Special Districts whose populations overlap in whole or in part with other Litigating Subdivisions and Litigating Special Districts, for instance in the case of a Litigating Special District, city, or township contained within a county.

(ii) For example, if School District A is a Litigating Special District in City B with a population of 1, City B is itself a Litigating Subdivision with a population of 8, and City B is located within County C, and County C is a Litigating Subdivision with a population 10, then each of their individual populations shall be added together (i.e., 1 + 8 +10) to determine the total litigating population (i.e., 19).

c. The following time periods apply to Incentive B payments:

(i) Period 1: Zero to two hundred ten (210) days after the Effective Date.

(ii) Period 2: Two hundred eleven (211) days to one year after the Effective Date.

(iii) Period 3: One year and one day to two years after the Effective Date.

d. Within Period 1: If Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the State's litigating population are Participating Subdivisions or Participating Special Districts, or have their

Claims resolved through Case-Specific Resolutions during Period 1, then a sliding scale will determine the share of the funds available under Incentive B, with a maximum of 60% of the State's total potential Incentive Payment allocation available. Under that sliding scale, if Litigating Subdivisions and Litigating Special Districts collectively representing 75% of a State's litigating population become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status by the end of Period 1, the State will receive 50% of the total amount available to it under Incentive B. If more Litigating Subdivisions and Litigating Special Districts become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status, the State shall receive an increased percentage of the total amount available to it under Incentive B as shown in the table below.

Participation or Case-Specific Resolution Levels (As percentage of litigating population)	**Incentive B Award** (As percentage of total amount available to the State) for Incentive B)
75%	50%
76%	52%
77%	54%
78%	56%
79%	58%
80%	60%
85%	70%
90%	80%
95%	90%
100%	100%

e. Within Period 2: If the State did not qualify for an Incentive B payment in Period 1 but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the State's litigating population become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status by the end of Period 2, then the State qualifies for 75% of the Incentive B payment it would have qualified for in Period 1.

f. Within Period 3: If the State did not qualify for an Incentive B payment in Periods 1 or 2, but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the State's litigating population become Participating Subdivisions or Participating Special Districts, or achieve Case-Specific Resolution status by the end of Period 3, then the State qualifies for 50% of the Incentive B payment it would have qualified for in Period 1.

g. The State receives the Incentive B payment for Periods 1 and/or 2 can receive additional payments if it secures participation from additional Litigating Subdivisions and/or Litigating Special Districts (or Case-Specific Resolutions of their Claims) during Periods 2 and/or 3. Those additional payments would equal 75% (for additional participation or Case-Specific Resolutions during Period 2) and 50% (for additional participation or Case-Specific Resolutions during Period 3) of the amount by which the increased litigating population levels would have increased the State's Incentive B payment if they had been achieved in Period 1.

h. The percentage of Incentive B for which the State is eligible by the end of Period 3 shall cap its eligibility for that Payment Year and all subsequent Payment Years. If Litigating Subdivisions and Litigating Special Districts that have become Participating Subdivisions or Participating Special Districts, or achieved Case-Specific Resolution status collectively represent less than 75% of the State's litigating population by the end of Period 3, the State shall not receive any Incentive B payment.

i. If there are no Litigating Subdivisions or Litigating Special Districts in the State, and the State is otherwise eligible for Incentive B, the State will receive its full allocable share of Incentive B.

j. Incentives earned under Incentive B shall accrue after each of Periods 1, 2, and 3. Calculations to increase Incentive Payments in later periods based on additional joinder shall not reduce any amount already vested at the end of a prior period.

10. *Incentive C: Participation or Release of Claims by Primary Subdivisions*

a. If the State does not qualify for Incentive A, it may still qualify to receive up to 40% of its total potential Incentive A payment allocation under Incentive C, which has two parts.

b. Part 1: Under Incentive C, Part 1, the State can receive up to 75% of its Incentive C allocation. The State can qualify for a payment under Incentive C, Part 1 only if Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date) collectively representing at least 60% of the State's Primary Subdivision population become Participating Subdivisions or achieve Case-Specific Resolution status.

(i) The State's Primary Subdivision population is the sum of the population of all Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date). The State's Primary Subdivision population shall include all Primary Subdivisions whose populations overlap in

whole or in part with other Primary Subdivisions, for instance in the case of a Primary Subdivision that is a city contained within a Primary Subdivision that is a county. Because Primary Subdivisions include Subdivisions whose populations overlap in whole or in part with other Subdivisions, the State's Primary Subdivision population may be greater than the State's total population. (Special Districts are not relevant for purposes of Incentive C calculations.)

(ii) For example, if City A is a Primary Subdivision with a population of 1 within County B, and County B is a Primary Subdivision with a population of 10, then each of their individual populations shall be added together (i.e., 1+10) to determine the total Primary Subdivision population (i.e., 11).

c. A sliding scale will determine the share of the funds available under Incentive C, Part 1 if the State meets the minimum 60% threshold. Under that sliding scale, if the State secures participation or Case-Specific Resolutions from Primary Subdivisions representing 60% of its total Primary Subdivision population, it will receive 40% of the total amount potentially available to it under Incentive C, Part 1. If the State secures participation or Case-Specific Resolutions from Primary Subdivisions representing more than 60% of its Primary Subdivision population, the State shall be entitled to receive a higher percentage of the total amount potentially available to it under Incentive C, Part 1, on the scale shown in the table below. If there are no Primary Subdivisions, and the State is otherwise eligible for Incentive C, the State will receive its full allocable share of Incentive C, Part 1.

Participation or Case-Specific Resolution Levels (As percentage of total Primary Subdivision population)	**Incentive C, Part 1 Award** (As percentage of total amount available to the State for Incentive C, Part 1)
60%	40%
70%	45%
80%	50%
85%	55%
90%	60%
91%	65%
92%	70%
93%	80%
94%	90%
95%	100%

d. Part 2: If the State qualifies to receive an incentive under Incentive C, Part 1, the State can also qualify to receive an additional incentive amount equal to 25% of its total potential Incentive C allocation by securing 100% participation of the ten (10) largest Subdivisions by population in the State. (Special Districts are not relevant for purposes of this calculation.) If the State does not qualify for any amount under Incentive C, Part 1, it cannot qualify for Incentive C, Part 2.

e. Incentives earned under Incentive C shall accrue on an annual basis up to three years after the Effective Date. At one, two, and three years after the Effective Date, the Settlement Fund Administrator will conduct a lookback to assess which Subdivisions had agreed to participate or had their Claim resolved through a Case-Specific Resolution that year. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive C for the year. The percentage of Incentive C for which the State is eligible three years after the Effective Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

11. *Incentive D: No Qualifying Lawsuits Surviving Threshold Motions at Two Look-Back Dates.*

a. The State's total potential Incentive D payment allocation is $13,627,386.57.

b. If, at any time within five and one-half (5.5) years of the Preliminary Agreement Date, any Subdivision or Special District within the State files litigation pursuing Released Claims against any Released Entity (a "*Qualifying Lawsuit*"), then Teva shall, within thirty (30) days of Teva or any Released Entity being served or otherwise informed of the prosecution of such Released Claims, provide notice to the State in which such Released Claims are being pursued and shall give the State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Teva under the Agreement or the Injunctive Relief Terms incurred by it). The State and Teva shall confer and use reasonable efforts to promptly resolve a Qualifying Lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for the State to make a monetary payment or incur any other obligation to an entity filing a Qualifying Lawsuit.

c. Part 1: Under Incentive D, Part 1, the State shall receive 50% of its total potential Incentive D payment allocation if, at two years after the Effective Date (the "*First Look-Back Date*"), there are no pending Released Claims

from a Qualifying Lawsuit that survived a Threshold Motion within the State against any Released Entities.

(i) After the First Look-Back Date, the State can become re-eligible for Incentive Payment D, Part 1 if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the State shall become eligible for Incentive Payment D less any litigation fees and cost incurred by the Released Entity in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the State shall not be eligible for Incentive Payment D.

d. Part 2: Under Incentive D, Part 2, the State shall receive 50% of its total potential Incentive D payment allocation if, at five and one-half (5.5) years after the Preliminary Agreement Date (the "*Second Look-Back* Date"), there are no pending Released Claims from a Qualifying Lawsuit that survived a Threshold Motion within the State against any Released Entities.

C. Schedule for Premium Payments

1. The Premium Payment of $313,343,793.95 shall be paid as follows:

a. $131,343,793.95 shall be paid to the New York Teva Opioid Settlement Fund in accordance with wire transfer instructions to be provided by the Office of the New York Attorney General, as follows:

i. Within 90 days following the Effective Date, but in no event later than March 1, 2023, provided that the necessary W-9 form and wire instructions for the New York Teva Opioid Settlement Fund are provided to Teva at least 21 days before payment is due, Teva shall pay the sum of $19,701,569.05.

ii. On or before March 1 of each year from 2024 to and including 2040, Teva shall pay the following amounts:

March 1, 2024	$19,701,569.05
March 1, 2025	$3,031,010.78
March 1, 2026	$3,031,010.78
March 1, 2027	$3,031,010.78
March 1, 2028	$3,031,010.78

March 1, 2029	$3,031,010.78
March 1, 2030	$3,031,010.78
March 1, 2031	$3,031,010.78
March 1, 2032	$3,031,010.78
March 1, 2033	$3,031,010.78
March 1, 2034	$3,031,010.78
March 1, 2035	$3,031,010.78
March 1, 2036	$3,031,010.78
March 1, 2037	$3,031,010.78
March 1, 2038	$17,512,506.06
March 1, 2039	$17,512,506.06
March 1, 2040	$17,512,503.52

b. $91,000,000 shall be paid to Simmons Hanly Conroy LLC, as attorneys for Suffolk County, in accordance with wire transfer instructions to be provided by them, as follows:

i. Within 90 days following the Effective Date, but in no event later than March 1, 2023, provided that the necessary W-9 form and wire instructions by Simmons Hanly Conroy LLC are provided to Teva at least 21 days before payment is due, Teva shall pay the sum of $13,649.999.97.

ii. On or before March 1 of each year from 2024 to and including 2040, Teva shall pay the following amounts in accordance with wiring instructions to be provided by counsel:

March 1, 2024	$13,649,999.97
March 1, 2025	$2,100,000.11
March 1, 2026	$2,100,000.11
March 1, 2027	$2,100,000.11

March 1, 2028	$2,100,000.11
March 1, 2029	$2,100,000.11
March 1, 2030	$2,100,000.11
March 1, 2031	$2,100,000.11
March 1, 2032	$2,100,000.11
March 1, 2033	$2,100,000.11
March 1, 2034	$2,100,000.11
March 1, 2035	$2,100,000.11
March 1, 2036	$2,100,000.11
March 1, 2037	$2,100,000.11
March 1, 2038	$12,133,333.47
March 1, 2039	$12,133,333.47
March 1, 2040	$12,133,331.71

c. $91,000,000 shall be paid to Napoli Shkolnik PLLC, as attorneys for Nassau County, in accordance with wire transfer instructions to be provided by them, as follows:

i. Within 90 days following the Effective Date, but in no event later than March 1, 2023, provided that the necessary W-9 form and wire instructions by Napoli Shkolnik PLLC are provided to Teva at least 21 days before payment is due, Teva shall pay the sum of $13,649,999.97.

ii. On or before March 1 of each year from 2024 to and including 2040, Teva shall pay the following amounts in accordance with wiring instructions to be provided by counsel:

March 1, 2024	$13,649,999.97
March 1, 2025	$2,100,000.11
March 1, 2026	$2,100,000.11

March 1, 2027	$2,100,000.11
March 1, 2028	$2,100,000.11
March 1, 2029	$2,100,000.11
March 1, 2030	$2,100,000.11
March 1, 2031	$2,100,000.11
March 1, 2032	$2,100,000.11
March 1, 2033	$2,100,000.11
March 1, 2034	$2,100,000.11
March 1, 2035	$2,100,000.11
March 1, 2036	$2,100,000.11
March 1, 2037	$2,100,000.11
March 1, 2038	$12,133,333.47
March 1, 2039	$12,133,333.47
March 1, 2040	$12,133,331.71

2. The Parties agree that, upon its execution and the formal approval of the Nassau and Suffolk Counties Legislatures, this Agreement shall retain all force and effect as to Nassau and Suffolk Counties and shall be given the full effect of the law. The total payments of $182,000,000 provided for in Section III.C.1.b–c is the full and maximum extent of any monies owed by Teva (and/or the other Released Entities) to Nassau and Suffolk Counties, and includes attorneys' fees, expenses, and cost payments, and nothing in this Agreement should be interpreted to mean anything to the contrary.

3. The Total Payment amount reflects the value the Parties to this Agreement deem a fair settlement value over and above the payments made or due to be paid under the Allergan New York Statewide Opioid Settlement Agreement for generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities, as defined in that agreement, and/or other Divested Entities, as defined in that agreement, and/or relate to the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioids or Opioid Products before August 2, 2016.

D. Default; Waiver; Solvency; Successors

1. If Teva defaults in payment of any installment due under this Agreement and the default continues after the State, Nassau, or Suffolk gives Teva notice of the default and thirty (30) business days in which Teva may cure such default has lapsed during which time Teva has not cured the default, then the State, Nassau, or Suffolk may declare the unpaid balance immediately due. Teva waives all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

2. Interest on unpaid installments shall accrue at the federal post-judgment interest rate of interest, 28 U.S.C. 1961, from the date payment was due until the date of payment.

3. If any installment payment under this Agreement is not paid when due, Teva agrees to pay all costs of collection.

4. Teva, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of any of its business affairs: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the "Texas Statutes"), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes, in each case until such time as all of Teva's obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of Teva's obligations hereunder are satisfied in full, Teva's rights to execute a divisional merger or equivalent transaction or restructuring that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

5. Teva Pharmaceutical Industries Ltd. and Teva Pharmaceuticals USA, Inc. hereby warrant and represent that, as of the date of the execution of this Agreement, it is not insolvent as such term is defined and interpreted under

11 U.S.C. §§101 et seq. ("Code") including, without limitation, Code §§ 547 and 548.

6. Teva shall not in one (1) transaction, or a series of related transactions, sell, or transfer assets (other than sales or transfers of inventories, or sales or transfers to an entity owed directly or indirectly by Teva) having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of Teva where the sale or transfer transaction is announced after the Effective Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize Teva's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction. The above restriction shall not apply if Teva obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of Teva's remaining Payment Obligations under this Agreement equal to the percentage of Teva's consolidated assets being sold or transferred in such transaction.

E. Remediation and Restitution

1. The Parties agree that, unless required by law, Teva's Qualified Settlement Fund payment pursuant to Section III.A.2.a above shall be directed to remediation and restitution of harms allegedly caused by Teva. The Parties also agree that the purpose of the Qualified Settlement Fund will be to receive from Teva and pay over to the State, Participating Subdivisions, and other Releasors monies to remediate the harms allegedly caused by Teva or to provide restitution for such alleged harms that were previously incurred, none of which amount constitutes a fine or penalty. The State and each Participating Subdivision or other Releasor shall, prior to receipt of direct payments from the Qualified Settlement Fund, provide the Settlement Fund Administrator with a written statement certifying that: (1) the entity suffered harm allegedly caused by Teva; (2) the payments to be received by the entity from Teva represent an amount that is less than or equal to the actual monetary damage allegedly caused by Teva; and (3) the entity shall use such payments, after payment of attorney's fees and costs, for the sole purpose of remediating the harm allegedly caused by Teva and/or to provide restitution for such alleged harms that were previously incurred. All costs incurred related to any request for a private letter ruling from the I.R.S. affirming the tax deductibility of the settlement payment, and/or the tax-exempt status of the Qualified Settlement Fund pursuant to IRC Section 115 shall be borne in their entirety by Teva and shall not be directly paid or reimbursed from the corpus of the fund, escrow, or trust. The Settlement Fund Administrator shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering the Consent Judgment becomes binding. On the Form 1098-F, the Settlement

Fund Administrator shall identify such payments from Teva pursuant to Section III.A.2.a as remediation and restitution amounts. The Settlement Fund Administrator or the State, as applicable, shall also, on or before January 31 of the year following the calendar year in which the order entering the Consent Judgment becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Teva.

2. Nassau and Suffolk Counties represent that they shall use the payments received pursuant to this Agreement, after payment of attorney's fees and costs, solely for remediation and restitution consistent with "Approved Uses" as defined in the and Teva New York Global Payment Opioid Settlement Sharing Agreement, attached hereto as Exhibit C, and the Teva New York Premium Payment Opioid Settlement Sharing Agreement, attached hereto as Exhibit L. As soon as reasonably practicable following receipt of any payment owed to them under this Agreement, Nassau and Suffolk Counties shall inform Teva of precisely how much of the payments received pursuant to this Agreement each of them will use for remediation and restitution consistent with "Approved Uses." Nassau and Suffolk Counties shall each comply with their respective obligations to timely file with the Internal Revenue Service forms or reports as required by law relating to the funds they received hereunder. Nassau and Suffolk Counties shall each complete and file Form 1098-F with the Internal Revenue Service at the appropriate time and shall also furnish Copy B of such Form 1098-F (or an applicable substitute statement) to Teva.

IV. INJUNCTIVE RELIEF

A. The State and Teva, including Anda, agree to the Injunctive Relief attached hereto as Exhibit G and H**.** Teva and Anda shall abide by the its Injunctive Relief obligations to New York until such time the Teva Global Opioid Settlement Agreement becomes effective.

V. DISMISSAL OF CLAIMS

A. Upon the execution of this Agreement, while awaiting formal approval of the Agreement by the Nassau and Suffolk County Legislatures, the Parties agree to stay or extend all deadlines and proceedings in the Actions as to Teva. It is the Parties' intent that all litigation activities in the Actions relating to the State's and Nassau and Suffolk Counties' claims against Teva shall immediately cease as of the date of the execution of this Agreement and that the claims against Teva shall no longer be pursued in the remedies trial. Concurrently with the execution of this Agreement, Teva and Nassau and Suffolk Counties will execute a Stipulation of Discontinuance with Prejudice, in the form annexed hereto as Exhibit D. The Parties will hold Nassau and Suffolk Counties' Stipulation of Discontinuance with Prejudice in escrow until the formal approval of the Agreement by the Nassau and

Suffolk County Legislatures (by passing a resolution satisfying the approval process of the Agreement or otherwise). Once approval is given, Nassau and Suffolk Counties and/or Teva shall promptly submit the executed Stipulation of Discontinuance with Prejudice to the Court with a request that it be so ordered. In the event the Nassau and Suffolk Counties' Legislatures fail to approve the Agreement or the Court declines to so order the discontinuance of the Actions with prejudice as against Teva, Teva shall be entitled to terminate the Agreement, shall be excused from all obligations under it, and shall be entitled to a refund of all payments made pursuant to Section III.A.1.b-e of this Agreement from Nassau and Suffolk Counties and Counsel for Nassau and Suffolk Counties. Concurrently with the execution of this Agreement, Teva and the State will execute a separate Stipulation of Discontinuance with Prejudice, in the form annexed hereto as Exhibit E. The State's Stipulation of Discontinuance with Prejudice shall be submitted to the Court after the Effective Date with a request that it be so ordered concurrently with the entry of the Consent Judgment implementing this Agreement.

B. Within three (3) business days of the execution of this Agreement, the New York Department of Financial Services shall move for a stay of all proceedings it has brought against any Released Entities. Within three (3) business days of the execution of this Agreement, the Released Entities shall move for a stay of all pending proceedings brought against the New York Department of Financial Services, including the proceedings in *In the Matter of the Application of Allergan Finance, LLC, et al.*, Docket No. 2022-03219 (1st Dep't), which is an appeal of the denial of an Article 78 Petition with the Originating Court Index No. 157128/2021 (N.Y. Sup. N.Y. Co) (Nervo, J.) ("the Appeal"). It is the Parties' intent that all activities relating to the New York Department of Financial Services' Claims and charges brought against any Released Entities shall immediately cease as of the date of the execution of this Agreement. Within three (3) business days of the Effective Date, the New York Department of Financial Services shall voluntarily dismiss with prejudice all Claims and charges brought against any Released Entities. Within three (3) business days of the Effective Date, the Released Entities shall terminate the Appeal.

VI. RELEASE

A. *Scope*. Effective upon the entry of Nassau and Suffolk Counties' Stipulation of Discontinuance with Prejudice, the Released Entities will be released and forever discharged from all of the Released Claims of Nassau and Suffolk Counties. As of the Effective Date, the Released Entities will be released and forever discharged from all of the Released Claims of the State of New York and all other Releasors. The State of New York (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released

Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the State of New York, its Attorney General, each Participating Subdivision, and other Releasors to release any and all Released Claims. The release shall be a complete bar to any Released Claim.

B. *Indemnification and Contribution Prohibited*. No Released Entity shall seek to recover any portion of any payment made under this Agreement from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, Third Party vendor, trade association, distributor, consultant, contractor, or health care practitioner based on indemnification, contribution, or any other theory.

C. *Cooperation*. Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

D. *Representation and Warranty*. The signatories of this Agreement on behalf of the State of New York and its Participating Subdivisions expressly represent and warrant that they will, on or before the Effective Date, have (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) the State of New York, (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 of New York'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;[2] and (4) any Participating Subdivisions or other Releasors. 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. Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

E. *Non-Party Settlement*. To the extent that, on or after the execution of the Agreement, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party

[2] In New York, the department and agency that have the duties and powers in subclauses (2) and (3) are the Department of Health and the Department of Financial Services.

Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Teva in the first sentence of Section VI.B, or a release from such non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained herein) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

F. *Claim Over*. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in Section VI.E, or any Releasor files a Non-Party Covered Conduct Claim against Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section VI.E, and such Non-Released Entity asserts a Claim Over against a Released Entity, that Releasor and Teva shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by Teva:

1. Teva shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Agreement, whichever is later;

2. Teva and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay more with respect to Covered Conduct than the amounts owed by Teva under this Agreement;

3. That Releasor and Teva shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Teva under this Agreement. Such steps may include, where permissible:

    a. Filing of motions to dismiss or such other appropriate motion by Teva or Released Entities, and supported by Releasors, in response to any Claim filed in litigation or arbitration;

    b. Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

    c. Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

d. Return of monies paid by Teva to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

e. Payment of monies to Teva by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

f. Credit to Teva under this Agreement to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and,

g. Such other actions as that Releasor and Teva may devise to hold Teva harmless from the Claim Over.

4. The actions of that Releasor and Teva taken pursuant to paragraph (3) must, in combination, ensure Teva is not required to pay more with respect to Covered Conduct than the amounts owed by Teva under this Agreement.

5. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (3), that Releasor and Teva may seek review by the National Arbitration Panel, provided that, if the Parties agree, such dispute may be heard by the state Court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (3) sufficient to hold Released Entities fully harmless. In the event that the panel's actions do not result in Released Entities being held fully harmless, Teva shall have a Claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Teva harmless from the Claim Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Teva may have.

6. To the extent that the Claim Over is based on a contractual indemnity, the obligations under subsection VI.F shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Teva shall notify the State, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it

G. *Effectiveness*. The releases provided for in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting,

seizing, or controlling the distribution or use of the Qualified Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Qualified Settlement Fund or any portion thereof.

H. *Non-Released Claims*. Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release, or limit any criminal liability, Claims for any outstanding liability under any tax or securities or antitrust laws (including but not limited to): (1) *The State of New York, et al. v. Actavis Holdco US, Inc., et al.* (17cv3768); (2) *The State of New York, et al. v. Teva Pharmaceuticals USA, Inc., et al.* (19cv2407); (3) *The State of New York, et al. v. Sandoz, Inc., et al.* (20cv3539); (4) *County of Nassau, et al. v. Actavis Holdco US, Inc., et al.* (616029/2019; 20-00065); and (5) *County of Suffolk v. Actavis Holdco US, Inc., et al.* (2:20 cv-04009)(E.D.N.Y); 2:20cv-4893 (E.D.Pa.)), Claims against parties who are not Released Entities, Claims by private parties (except to the extent they seek punitive damages foreclosed by Section VIII), Claims for Medicaid rebates, or any Claims arising under the Agreement for enforcement of the Agreement.

I. In connection with the releases provided for in the Agreement, the State (for itself and its Releasors), Participating Subdivision and Participating Special District 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.

A Releasor may thereafter 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 (for itself and its Releasors), Participating Subdivision and Participating Special District hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims 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 materially affect the State's decision to enter into the Agreement, the Participating Subdivisions' decision to participate in the Agreement, or the Participating Special District's decision to participate in the Agreement.

J. *Res Judicata*. Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

VII. PUNITIVE DAMAGES CLAIMS BROUGHT BY PRIVATE PARTIES

A. The Parties agree that this Agreement is intended to bar any and all claims for punitive damages, accrued or unaccrued, by private parties (including, but not limited to, personal injury claimants, insurers or other third party payors, union trust, health benefit, or welfare funds, and private healthcare facilities), who are citizens or residents of New York or who assert a claim under New York law, against any of the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date, including, but not limited to, under the doctrine of res judicata and/or collateral estoppel. Through this Section VII.A of the Agreement, the Parties intend to incorporate the principles discussed in *Fabiano v. Philip Morris Inc.*, 54 A.D.3d 146, 151 (1st Dep't 2008), which explains, among other things, that "a claim by a private attorney general to vindicate what is an essentially public interest in imposing a punitive sanction cannot lie, where, as here, that interest has been previously and appropriately represented by the State Attorney General in an action addressed, on behalf of all of the people of the State, . . . to the identical misconduct."

VIII. PARTICIPATION BY SUBDIVISIONS

A. *Requirements for Becoming a Participating Subdivision*. A Subdivision in the State may become a Participating Subdivision by executing an Settlement Participation Form attached as Exhibit B and, as applicable, promptly dismissing its legal action.

B. *Participation of Subdivisions Barred by Law*. A Subdivision may participate by having its claims extinguished by operation of law pursuant to Section 25.18(d) of the New York Mental Hygiene Law and released by the New York State Attorney General's Office in executing an Election and Release Form (with an Exhibit F identifying such Subdivisions).

C. *Costs of Administration.* The Costs of Administration both Implementation Costs and Settlement Fund Administrator Costs, shall be paid out of interest accrued on the Settlement Fund. Should such interest prove insufficient to fully cover the costs, the remaining cost amounts shall be paid one-half by Teva and one-half from the Settlement Fund.

D. *Required Case Management Order*. Within five (5) business days of execution of this Agreement, the Parties shall jointly present and recommend the Case Management Order annexed hereto as Exhibit I to the Court for immediate entry. The State of New York and Napoli Shkolnik PLLC and Simmons Hanly Conroy

LLC shall use their best and good faith efforts to persuade the Court to immediately enter Exhibit I without any material modifications. If the Court declines to do so, and if less than 100% of the Subdivisions listed in Exhibit F participate, and if Teva elects not to terminate the Agreement, then the payment due pursuant to Section III.A.1.a shall be reduced by four times the total amount(s) that would have been received pursuant to the Teva New York Global Payment Opioid Settlement Sharing Agreement attached hereto as Exhibit C, and the Teva New York Premium Payment Opioid Settlement Sharing Agreement attached hereto as Exhibit L by any Subdivision that does not become a Participating Subdivision by the Participation Date. If the Court agrees to entry, neither Napoli Shkolnik PLLC nor Simmons Hanly Conroy LLC will request any later modification to the resulting order.

E. *Future Bellwether Actions*. Napoli Shkolnik PLLC and Simmons Hanly Conroy LLC are Plaintiff Co-Leads ("Plaintiff Co-Leads") in the New York *In re Opioid Litigation* (the "Coordinated Litigation"). As Plaintiff Co-Leads, the two law firms have the ability to propose to the Court future bellwether Plaintiffs and Defendants in the Coordinated Litigation. Therefore, the Plaintiff Co-Leads agree not to propose or agree to a bellwether case in the Coordinated Litigation in which Teva or its Affiliated Companies is named as a defendant prior to December 15, 2023. Moreover, for any case involving Teva or its Affiliated Companies as a defendant, the Plaintiff Co-Leads shall permit Teva or its Affiliated Companies to select and propose a bellwether case and the Plaintiffs Co-Leads, using their best efforts, shall support said proposal before the Court, even if limited to a single plaintiff.

IX. ENFORCEMENT AND DISPUTE RESOLUTION

A. The terms of the Agreement and Consent Judgment applicable to the State, Nassau and Suffolk Counties, other Participating Subdivisions, and other Releasors will be enforceable solely by Teva, the State, Nassau County, and Suffolk County.

B. Teva and Released Entities consent to the jurisdiction of the Court, in which the Consent Judgment is filed, solely for the enforcement of or resolution of disputes arising out of this Agreement, including, without limitation, disputes regarding the scope of the releases hereunder.

C. The parties to a dispute hereunder shall promptly meet and confer in good faith to resolve any dispute prior to any filing or presentation to the Court.

X. NO WAIVER

A. This Agreement shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Teva or any other Released Entity in any action (including, but not limited to, the Actions) or any other proceeding. This Agreement shall not be construed or used as a waiver of any 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 Agreement. Nothing in this Agreement is intended to or shall be construed to prohibit any Released Entity in any way whatsoever from taking legal or factual positions with regard to any Products in defense of litigation or other legal proceedings.

XI. MUTUAL INTERPRETATION

A. The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between parties of equal bargaining power. This Agreement has been drafted jointly by counsel for each of the Parties. Accordingly, this Agreement shall be mutually interpreted and not construed in favor of or against any of the Parties.

XII. GOVERNING LAW

A. The terms of this Agreement shall be governed by the laws of the State of New York.

XIII. COUNTERPARTS

A. This Agreement may be executed 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.

XIV. MISCELLANEOUS

A. *Compliance with Laws*. Nothing in this Agreement shall be construed to authorize or require any action by Teva in violation of applicable federal, state, or other laws, rules, regulations, or guidance.

B. *Modification*. This Agreement may be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Teva may contact the New York Attorney General and Counsel for Nassau and Suffolk Counties for purposes of coordinating this process.

C. *No Waiver*. Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement, except to the extent the other Party is prejudiced by the delayed notice of any such alleged failure to comply with any of the provisions of this Agreement.

D. *No Private Right of Action*. No part of this Agreement 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, not shall it be used as an admission of liability or wrongdoing in any subsequent proceeding.

E. *Entire Agreement*. This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

F. *Notice*. All notices under this Agreement shall be provided to the following via email and Overnight Mail:

For Teva:

Eric W. Sitarchuk
Rebecca J. Hillyer
Morgan Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
Eric.sitarchuck@morganlewis.com
Rebecca.hillyer@morganlewis.com

Frank Cavanagh
Senior Director and Counsel
Teva Pharmaceuticals
400 Interpace Pkwy
Parsippany, NJ 07054
frank.cavanagh@tevapharm.com

For the New York Attorney General:

Muhammad Umair Khan
Senior Advisor & Special Counsel

Noah H. Popp
Assistant Attorney General

Office of the Attorney
General of the State of
New York 28 Liberty
Street,
New York, New York, 10005
Umair.Khan@ag.ny.gov
Noah.Popp@ag.ny.gov

For Plaintiff Nassau County:

Salvatore C. Badala
Napoli Shkolnik PLLC
400 Broadhollow Road
Melville, NY 11747
Phone: (212) 397-1000
sbadala@napolilaw.com

For Plaintiff Suffolk County:

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Ave 7th Floor
New York, NY 10016
Phone: (212) 257-8482
jconroy@simmonsfirm.com

[SIGNATURE PAGES BELOW]

SEEN AND AGREED:

TEVA

By: _____

Name: Eric W. Sitarchuk
Rebecca J. Hillyer
Morgan Lewis & Bockius LLP
Attorneys for Teva

On behalf of Teva

Date: 11/3/22_____

STATE OF NEW YORK

By: _____

Name: Muhammad Umair Khan
Senior Advisor & Special Counsel
Office of New York State
Attorney General

On behalf of the State of New York

Date: 11/03/22

TEVA
By: _____

Name: Eric W. Sitarchuk
Rebecca J. Hillyer
Morgan Lewis & Bockius LLP
Attorneys for Teva

On behalf of Teva

Date: _____

TEVA

By: _____ Date: _____
Their: _____

NASSAU COUNTY

By: _____

Name: Salvatore C. Badala
NAPOLI SHKOLNIK PLLC
Attorney for Nassau County

Counsel for Nassau County

Date: _____

THE COUNTY OF NASSAU, NEW YORK

By: _____ Date: _____
Its: _____

SUFFOLK COUNTY

By: _____

Name: Jayne Conroy
SIMMONS HANLY CONROY LLC
Attorney for Suffolk County

Counsel for Suffolk County

NASSAU COUNTY

By: _____

Name: Salvatore C. Badala
NAPOLI SHKOLNIK PLLC
Attorney for Nassau County

Counsel for Nassau County

Date: _____

THE COUNTY OF NASSAU, NEW YORK

By: Thomas Adler
Its: County Attorney

Date: Nov. 3, 2022

SUFFOLK COUNTY

By: _____

Name: Jayne Conroy
SIMMONS HANLY CONROY LLC
Attorney for Suffolk County

Counsel for Suffolk County

Date: 11/03/22

THE COUNTY OF SUFFOLK, NEW YORK

By: _____ Date: 11/10/22
Its: County Attorney

TEVA/NEW YORK STATEWIDE OPIOID SETTLEMENT AGREEMENT EXHIBITS

Exhibit A
Teva's Current Subsidiaries, Affiliates, and Joint Ventures

Following best efforts by Teva, below are Teva's currently existing subsidiaries, affiliates, and joint ventures. In the event of an inadvertent lack of inclusion, the Parties will work to address the matter.

1. 10009474 Canada Inc.
2. 1453350 Ontario Inc.
3. 9985247 Canada Inc.
4. Abic Investment (1959) Ltd.
5. Abic Ltd.
6. AbZ-Pharma GmbH
7. Actavis d.o.o. Belgrade
8. Actavis Dutch Holding B.V.
9. Actavis Elizabeth LLC
10. Actavis Finance LLC
11. Actavis Group PTC ehf.
12. Actavis Holdco US, Inc.
13. Actavis Kadian LLC
14. Actavis Laboratories FL, Inc.
15. Actavis Laboratories UT, Inc.
16. Actavis Limited
17. Actavis LLC
18. Actavis Mid Atlantic LLC
19. Actavis Pharma S. de R.L. de C.V.
20. Actavis Pharma, Inc.
21. Actavis Pharmaceuticals NJ, Inc.
22. Actavis Puerto Rico Holdings Inc.
23. Actavis South Atlantic LLC
24. Actavis Totowa LLC
25. Actavis Ukraine LLC
26. Actavis US Holding LLC
27. Anda Holdco Corp.
28. Anda Marketing, Inc.
29. Anda Pharmaceuticals, Inc.
30. Anda Puerto Rico Inc.
31. Anda Veterinary Supply, Inc.
32. Anda, Inc.
33. Andrx LLC
34. Anesta LLC

35. Arana Therapeutics, Inc.
36. Asaph II B.V.
37. Assia Chemical Industries Ltd.
38. Auspex Pharmaceuticals, Inc.
39. Balkanpharma Dupnitsa AD
40. Barr International Services, Inc.
41. Barr Laboratories, Inc.
42. Barr Pharmaceuticals, LLC
43. Cephalon (UK) Limited
44. Cephalon Australia (VIC) Pty Ltd
45. Cephalon Clinical Partners, LP
46. Cephalon Development Corporation
47. Cephalon LLC
48. CIMA Labs Inc.
49. Circa Pharmaceuticals West, Inc.
50. Cobalt Laboratories LLC
51. Copper Acquisition Corp.
52. Coventry Acquisition, LLC
53. Cupric Holding Co. LLC
54. Cybear, LLC
55. Doral Manufacturing, Inc.
56. East End Insurance, Ltd
57. FEI Products, LLC
58. Gecko Health Innovations, Inc.
59. GeminX Pharmaceuticals Canada, Inc
60. Genchem Pharma LLC
61. Goldline Laboratories, Inc.
62. Inmobiliaria Lemery, S.A. de C.V.
63. INSPIRE INCUBATOR, LIMITED PARTNERSHIP
64. IVAX (Bermuda) Ltd.
65. IVAX Argentina S.A.
66. IVAX Far East, Inc.
67. IVAX Holdings C.I.
68. IVAX International B.V.
69. IVAX Laboratories Puerto Rico, Inc.
70. IVAX LLC
71. IVAX Pharmaceuticals B.V.
72. IVAX Pharmaceuticals Caribe, Inc.
73. IVAX Pharmaceuticals Mexico, S.A. de C.V.
74. IVAX Pharmaceuticals NV, LLC

75. IVAX Pharmaceuticals, LLC
76. IVAX Specialty Chemicals Sub, LLC
77. IVAX UK Limited
78. Kilburn B.V.
79. Laboratorio Chile, S.A.
80. Laboratorios Davur S.L.U.
81. Labrys Biologics, Inc.
82. Lemery S.A. de C.V.
83. Limited Liability Company “Teva Ukraine”
84. Maancirkel Holding B.V.
85. Marsam Pharmaceuticals LLC
86. Med All Enterprise Consulting (Shanghai) Co.,Limited
87. Mepha Investigação, Desenvolvimento e Fabricação Farmacêutica, Lda.
88. Mepha Pharma AG
89. Mepha Schweiz AG
90. Merckle GmbH
91. MicroDose Therapeutx, Inc.
92. MORIAH BIOTECHNOLOGY LTD
93. Norton (Waterford) Limited
94. Norton Healthcare (1998) Limited
95. Norton Healthcare Limited
96. Novopharm Holdings, Inc.
97. NT Pharma Canada Ltd.
98. Nupathe Inc.
99. Nuvelution TS Pharma, Inc.
100. Odyssey Pharmaceuticals, Inc.
101. Oncotest Teva Ltd
102. Orvet UK
103. Patient Services and Solutions, Inc.
104. Pharma de Espana, Inc.
105. Pharmachemie (Proprietary) Limited
106. Pharmachemie B.V.
107. PharmaPlantex Limited
108. Pharmatrade S.A.
109. PharmNovo LLC
110. Plantex Ltd.
111. PLIVA d.o.o. SARAJEVO
112. PLIVA HRVATSKA d.o.o.
113. PLIVA Ljubljana d.o.o.

114. Pliva Real Estate GmbH
115. PLIVA SKOPJE d.o.o.
116. PLIVA, Inc.
117. Plus Chemicals, branch of Teva Pharmaceuticals International GmbH
118. PT Actavis Indonesia
119. Rakepoll Holding B.V.
120. ratiopharm - Comercio e Industria de Produtos Farmaceuticos, Lda.
121. ratiopharm Arzneimittel Vertriebs-GmbH
122. ratiopharm España S.A.
123. ratiopharm GmbH
124. ratiopharm Immobilienverwaltung GmbH & Co. KG
125. ratiopharm Kazakhstan LLP
126. Representaciones E Investigaciones Medicas S.A. - also called RIMSA
127. Rise Healthcare Ltd
128. Royce Research and Development Limited Partner I
129. Salomon, Levin & Elstein Ltd.
130. Sicor de México S.A. de C.V.
131. Sicor Inc.
132. Sicor Società Italiana Corticosteroidi S.r.l.
133. Sindan-Pharma Srl
134. TAGCO Incorporated
135. TAPI Puerto Rico, Inc.
136. Teva API B.V.
137. Teva API Inc.
138. TEVA API INDIA Private Limited
139. Teva API Japan LTD.
140. Teva API Services Mexico, S.de R.L. de C.V.
141. Teva B.V.
142. Teva Biopharmaceuticals USA, Inc.
143. Teva Biotech GmbH
144. Teva Branded Pharmaceutical Products R&D, Inc.
145. Teva Canada Innovation G.P. - S.E.N.C.
146. TEVA CANADA LIMITED / TEVA CANADA LIMITEE
147. Teva Capital Services Switzerland, branch of Teva Pharmaceuticals International Gmb H
148. Teva Czech Industries s.r.o.

149. Teva Denmark A/S
150. Teva Digital Health, Inc.
151. Teva Farmaceutica Ltda
152. Teva Finance Holding B.V.
153. Teva Finance Services II B.V.
154. Teva Finance Services LLC
155. Teva Finland Oy
156. Teva Global Products Limited Partnership
157. Teva GmbH
158. Teva Health GmbH
159. Teva Healthcare India Private Limited
160. Teva Holdco US, Inc.
161. Teva Holdings GK
162. Teva Holdings Ltd.
163. Teva İlaçları Sanayi ve Ticaret Anonim Şirketi
164. Teva India Private Limited
165. TEVA INVERSIONES Y EXPORTACIONES SpA
166. Teva Investments (Pty) Ltd.
167. Teva Israel Ltd
168. Teva İstanbul İlaç San. Ve Tic. Ltd. Şti
169. Teva Italia S.r.l.
170. Teva Laboratoires
171. Teva Limited Liability Company
172. Teva Logistics Services B.V.
173. Teva Medical (Marketing) Ltd.
174. Teva Medical Ltd.
175. Teva Nechasim Ltd.
176. Teva Nederland B.V.
177. Teva Neuroscience, Inc.
178. Teva Norway AS (f.k.a. ratiopharm Norway AS)
179. TEVA OPERATIONS POLAND SPÓŁKA z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
180. Teva Parenteral Medicines, Inc.
181. TEVA PERU S.A.
182. Teva Pharma - Produtos Farmacêuticos Lda
183. Teva Pharma (MS) Pty Ltd
184. Teva Pharma (New Zealand) Limited
185. Teva Pharma AG
186. Teva Pharma Australia Pty Ltd

187. Teva Pharma B.V.
188. Teva Pharma Belgium N.V.
189. Teva Pharma EAD
190. Teva Pharma Holdings Limited
191. Teva Pharma Iceland
192. Teva Pharma S.L.U.
193. TEVA PHARMA UK LIMITED
194. Teva Pharmaceutical and Chemical Industries India Private Limited
195. Teva Pharmaceutical Finance Company B.V.
196. Teva Pharmaceutical Finance Company LLC
197. Teva Pharmaceutical Finance IV B.V.
198. Teva Pharmaceutical Finance IV, LLC
199. Teva Pharmaceutical Finance Netherlands II B.V.
200. Teva Pharmaceutical Finance Netherlands III B.V.
201. Teva Pharmaceutical Finance Netherlands IV B.V.
202. Teva Pharmaceutical Finance V B.V.
203. Teva Pharmaceutical Finance V, LLC
204. Teva Pharmaceutical Finance VI, LLC
205. Teva Pharmaceutical Industries Ltd.
206. Teva Pharmaceutical Information Consulting (Shanghai) Co., Ltd.
207. Teva Pharmaceutical Investments Singapore Pte. Ltd
208. Teva Pharmaceutical R&D LP
209. TEVA Pharmaceutical Works Private Limited Company
210. Teva Pharmaceuticals Australia Pty Ltd
211. Teva Pharmaceuticals Colombia S.A.
212. Teva Pharmaceuticals CR, s.r.o.
213. Teva Pharmaceuticals Curacao N.V.
214. Teva Pharmaceuticals Europe B.V.
215. Teva Pharmaceuticals Finance Netherlands B.V.
216. Teva Pharmaceuticals International GmbH
217. TEVA Pharmaceuticals Mexico S.A. de C.V.
218. Teva Pharmaceuticals Panama, S.A
219. Teva Pharmaceuticals Polska spółka z ograniczoną odpowiedzialnością
220. Teva Pharmaceuticals S.R.L.
221. TEVA Pharmaceuticals Slovakia s.r.o.
222. Teva Pharmaceuticals USA, Inc.
223. Teva Pharmaceuticals, Inc.

224. Teva Puerto Rico LLC
225. Teva Respiratory, LLC
226. Teva Sales and Marketing, Inc.
227. Teva Santé SAS
228. Teva Sweden AB
229. Teva Takeda Pharma Ltd.
230. Teva Takeda Yakuhin Ltd.
231. Teva UK Holdings Limited
232. Teva UK Limited
233. TEVA Uruguay S.A.
234. Teva Women's Health, LLC
235. Tevamiri Limited
236. TEVAPHARM INDIA PRIVATE LTD.
237. TEVCO Incorporated
238. TPI U.S. Holdings, Inc.
239. Transpharm Logistik GmbH
240. UAB Teva Baltics
241. Valmed Pharmaceutical, Inc.
242. Watson Laboratories, Inc.
243. Watson Laboratories, Inc.
244. Watson Laboratories, LLC
245. Watson Management Corporation

Exhibit B
NEW YORK SUBDIVISION SETTLEMENT PARTICIPATION FORM

This Settlement Participation Form for New York Participating Subdivisions resolves Claims related to Covered Conduct, Opioids, Opioid Products, and Products against Teva under the terms and conditions set forth in the Teva New York Statewide Opioid Settlement Agreement between and among the State of New York (for itself and certain other Releasors), the County of Nassau, the County of Suffolk, all other New York Participating Subdivisions, and Teva (the "Agreement")[1], the provisions of which are here incorporated by reference in their entirety.

Upon executing this Settlement Participation Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release Section found in Section VI of the Agreement and the Participation by Subdivisions Section found in Section VIII of the Agreement, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Settlement Participation Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision's power, all Released Claims related to Covered Conduct, Opioids, Opioid Products, and Products against all Released Entities.

If this Settlement Participation Form is executed on or before the Participation Date, the Participating Subdivision shall dismiss Teva and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Claims related to Covered Conduct, Opioids, Opioid Products, and Products against Teva and/or a Released Entity, as

[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

applicable, no later than the Participation Date. If this Settlement Participation Form is executed after the Participation Date, the Participating Subdivision shall dismiss Teva and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Claims related to Covered Conduct, Opioids, Opioid Products, and Products against Teva and/or any other Released Entity, as applicable, concurrently with the execution of this Settlement Participation Form.

The Participating Subdivision hereby authorizes counsel, if applicable, to execute and file on behalf of the Participating Subdivision, a Stipulation of Discontinuance with Prejudice. By executing this Settlement Participation Form, the Participating Subdivision submits to the jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement.

Date: _____

[NY SUBDIVISION]

By: _____

[COUNSEL]
[FIRM]
[ADDRESS]
[TELEPHONE]

[EMAIL ADDRESS]

Counsel for [NY SUBDIVISION]

Exhibit C
TEVA NEW YORK GLOBAL PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT

This Agreement sets forth the terms and conditions governing the sharing and allocation of funds between and among the State of New York and the New York Subdivisions (as defined below) received from Teva (as defined below) under the Global Payment Portion of the New York Teva Opioids Settlement Agreement (defined below), which constitutes a "Statewide Opioids Settlement Agreement" as defined in N.Y. Mental Hyg. Law § 25.18(a)(8);

Whereas, the people of the State of New York and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by Teva;

Whereas, the State of New York and certain New York Subdivisions are engaged in litigation seeking to hold Teva accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York and the New York Subdivisions share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance, and malfeasance of Teva throughout the State of New York;

Now therefore, notwithstanding the New York Distributor Statewide Opioid Settlement Agreement, the New York Janssen Statewide Opioid Settlement Agreement, and the New York Allergan Statewide Opioid Settlement Agreement, the State of New York and the New York Subdivisions enter into this Agreement relating to the allocation, distribution, and use of the proceeds of the Global Payment Portion of the New York Teva Opioids Settlement (as defined below).

I. DEFINITIONS

A. "Approved Uses" means any opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule D.

B. "Lead State Agency" means the New York State Office of Addiction Services and Supports. As provided for in Section V, The Lead State Agency will coordinate with the New York Department of Health, the New York Office of Mental Health, and the New York Division of Housing and Community Renewal, as well as other agencies, to expend and oversee funds from the Teva Opioid Settlement Fund.

C. The "Advisory Board" means the advisory board created and described by N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement.

D. "Direct Share Subdivision" means every county of the State of New York other than the County of Nassau, the County of Suffolk, and the City of New York.

E. The "Global Payment Portion" means the amounts paid pursuant to Sections III.A.1.a.(i)&(ii) of the New York Teva Opioids Settlement Agreement.

F. "Large New York Cities" means New York cities other than New York City with a 2020 population of more than 90,000 – *i.e.*, the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers.

G. "New York Allergan Statewide Opioid Settlement Agreement" means the Allergan New York Settlement Agreement, executed on December 8, 2021.

H. "New York Distributor Statewide Opioid Settlement Agreement" means the Distributors New York Settlement Agreement, executed on July 20, 2021.

I. "New York Janssen Statewide Opioid Settlement Agreement" means the Janssen New York Settlement Agreement, executed on June 25, 2021.

J. "New York Subdivisions" means each county, city, town, village or special district in New York.

K. "Opioid Settlement Funds" shall mean monetary amounts obtained through the Teva Opioid Settlement Agreement as defined in this Agreement.

L. "Teva" shall mean (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.

M. "Parties" means the State of New York and the New York Subdivisions who execute this agreement.

N. "New York Teva Opioids Settlement Agreement" shall mean this settlement agreement jointly entered into by the State of New York and New York Subdivisions with Teva.

O. "Opioid Settlement Fund" means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Agreement.

II. GENERAL FINANCIAL AND STRUCTURE TERMS

A. **Scope of Agreement.** This Agreement applies to the Global Payment Portion of the New York Teva Opioids Settlement Agreement.

B. **Allocation and Distribution of Funds for Restitution and Abatement**. Opioid Settlement Funds from the Global Payment Portion of the New York Teva Opioids Settlement Agreement shall be allocated and distributed as follows:

1. **17.5%** to the State of New York (unless not in accordance with state law). The Office of the Attorney General shall have the discretion to allocate a portion of these funds to local governments not listed in the annexed allocation chart.

2. **16.39%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses. In combination, the amount of Regional Spending of the Opioid Settlement Fund committed to the Large New York Cities shall not be less than 1.89% of the total Opioid Settlement Funds.

3. **27.65%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses and for Administration of the Opioid Settlement Fund.

4. **5.4%** to the Direct Share Subdivisions as "Direct Unrestricted Funds".

5. **10.1%** to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds").

6. **22.96%** to the City of New York for spending on Approved Uses.

C. **Redistribution in Certain Situations**. In the event a New York Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that New York Subdivision shall be redistributed equitably based on the composition of the successor New York Subdivision. If a New York Subdivision for any reason is excluded from a specific Settlement, including because it does not execute a release as required by Section III.A, the allocation percentage for that New York Subdivision pursuant to Sections II.B.4 and 5 shall be redistributed equitably among the participating New York Subdivisions.

D. **Direct Payment of Certain Funds**. All Opioid Settlement Funds allocated to the Direct Share Subdivisions and the City of New York pursuant to Sections II.B.4, 5 and 6 shall be paid directly and as promptly as reasonably practicable by Teva or the settlement fund administrator(s) to the Direct Share Subdivisions, and the City of New York.

E. **Attorneys' Fees and Expenses.** Unless state law or the applicable Statewide Opioid Settlement Agreement provides otherwise, Attorneys' fees and expenses will be determined and paid according to each Direct Share Subdivision's and New York Subdivision's contracts with its respective counsel. This does not prevent counsel for New York subdivisions to agree to recover solely from: (1) the common benefit and contingency fee funds if established pursuant to settlements with Opioid Supply Chain Participants; or (2) payment of attorneys' fees and costs directly from Opioid Supply Chain Participants.

III. THE DIRECT SHARE SUBDIVISION AND CITY OF NEW YORK FUNDS

A. **Distribution of the Direct Share Subdivision Funds.** The Direct Unrestricted Funds and the Direct Restricted Funds shall be paid to the Direct Share Subdivisions that execute a release for

the New York Teva Opioid Settlement Agreement, pursuant to Section II.B.4 and 5, and will be fully distributed among them pursuant to the allocation set forth in Schedule A to this Agreement.

B. **Certification of Spending on Approved Uses.** Each year, the Direct Share Subdivisions and the City of New York shall certify to the Lead State Agency and the Advisory Board that all funds distributed to them pursuant to Sections II.B.5 and 6 of this Agreement as well as under the Teva New York Premium Payment Opioid Settlement Sharing Agreement, which were spent during the preceding year, were spent on projects and programs that constitute Approved Uses. These certifications shall be made by August 1 of each year following the year in which such funds were spent and shall be accompanied by a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs they have funded.

IV. THE OPIOID SETTLEMENT FUND

A. **Establishment of the Opioid Settlement Fund.**

1. Each year the Lead State Agency will allocate approximately **45**% of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions, Large New York Cities and other litigating municipalities of New York State, except New York City and the Counties of Nassau and Suffolk, pursuant to a commitment to spend in each the corresponding percentages shown in Schedule B. Of this amount, at least 1.89% of the total Opioid Settlement Funds received by New York shall be set aside for Large New York Cities, as listed in Schedule C. Each New York Subdivision other than New York City and the Counties of Nassau and Suffolk may apply for and receive funds from the Opioid Settlement Fund, provided however, that each such Subdivision shall, as a condition to the receipt of these funds, certify at the end of each fiscal year during which it receives such funds that all funds provided to it under this provision of the Agreement were spent on projects and programs that constitute Approved Uses and provided that it complies with the reporting requirements set forth in Section IV.E.

2. Each year the Lead State Agency will set aside approximately **55**% of the Opioid Settlement Fund (20% of the total Opioid Settlement Funds) for spending by the Lead State Agency to (a) fund State projects that constitute Approved Uses, and (b) carry out the duties of the Lead State Agency and Advisory Board under this Agreement, including oversight and administration of the Opioid Settlement Fund and the Advisory Board. No more than 5% of the total Opioid Settlement Fund may be used in any fiscal year for oversight and administrative costs of the Opioid Settlement Fund and the Advisory Board.

B. **Approved Uses.** The Approved Uses are set forth in Schedule C below. The Advisory Board may recommend to the Legislature adding or removing Approved Uses in response to changing substance use disorder needs in the state. The Advisory Board may not recommend that Approved Uses be removed from the list of Approved Uses without the vote of three-fourths of the present members of the Advisory Board.

C. **Oversight and Auditing.** The Lead State Agency will engage in oversight and audits of projects and programs funded through the Opioid Settlement Fund.

D. **New York Subdivision Reporting**. Each New York Subdivision that receives funds from the Opioid Settlement Fund under this Agreement will annually provide to the Lead State Agency and Advisory Board a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs it has funded. Such accounting shall be provided by August 1 of each year following the year in which such funds were spent. The Lead Agency may withhold future funds from any New York Subdivision that is delinquent in providing this reporting, until the required report is submitted.

E. **Lead Agency Reporting.** The Lead State Agency and other relevant government commissioners, in consultation with the Advisory Board, will annually provide the Governor, Speaker of the Assembly, the Temporary President of the Senate, and other legislative leaders as provided by law, a written report, which, among other things, provides a detailed accounting of the previous year's spending of all monies in the Opioid Settlement Fund, any spending by the Direct Share Subdivisions pursuant to Section II.B.5 and any spending by New York City pursuant to Section II.B.6, as well as an analysis and evaluation of the projects and programs so funded. This report shall be provided on or before November 1 of each year, beginning one year after the initial deposit of monies in the Opioid Settlement Fund. At the same time, in consultation with the Advisory Board, the Lead State Agency will report annually the results of research funded by funds from this Agreement, the status of any outstanding audits, and the non-binding recommendations of the Advisory Board.

V. THE ROLE OF THE ADVISORY BOARD

The Advisory Board established pursuant N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement will constitute the Advisory Board for this agreement.

VI. RETENTION OF JURISDICTION

The Supreme Court, County of Nassau, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES
Attorney General of the State of New York

By: _____ Date: 11/03/22
Muhammad Umair Khan
Senior Advisor & Special Counsel
Office of New York State Attorney General

New York, NY 10005
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Counsel for The People of the State of New York

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SIMMONS HANLY CONROY LLC

_____ Date:_____

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ADDITIONAL SIGNATORIES:

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Counsel for _____

_____ Date:_____

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Counsel for _____

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Schedule A

Allegany	0.492651319%
Cattaraugus	0.885804166%
Chautauqua	1.712744591%
Erie	13.981832649%
Niagara	3.416877066%
Western Region	**20.489909791%**
Genesee	0.710630089%
Livingston	0.678797077%
Monroe	9.384433024%
Ontario	1.309944722%
Orleans	0.412856571%
Seneca	0.386847050%
Wayne	0.994089249%
Wyoming	0.411657124%
Yates	0.247909288%
Finger Lakes Region	**14.537164194%**
Broome	2.790673871%
Chemung	1.231939720%
Chenango	0.516475286%
Delaware	0.549364256%
Schuyler	0.208248729%
Steuben	1.137138754%
Tioga	0.542347836%
Tompkins	1.177586745%
Southern Tier Region	**8.153775199%**
Cayuga	0.903523653%
Cortland	0.541036257%
Madison	0.810595101%
Onondaga	6.323758786%
Oswego	1.549495093%
Central NY Region	**10.128408890%**
Fulton	0.462070473%
Herkimer	0.658308079%
Montgomery	0.453395949%
Oneida	2.826733181%
Otsego	0.670962131%
Schoharie	0.277769778%
Mohawk Valley Region	**5.349239592%**
Clinton	0.831513299%

Essex	0.367293246%
Franklin	0.457353060%
Hamilton	0.030269643%
Jefferson	1.273686826%
Lewis	0.251124198%
St. Lawrence	1.234262202%
North Country Region	**4.445502475%**
Albany	2.791375201%
Columbia	0.656790382%
Greene	0.793267678%
Rensselaer	1.270734936%
Saratoga	1.679317072%
Schenectady	1.217397796%
Warren	0.612162823%
Washington	0.479903545%
Capital Region	**9.500949434%**
Dutchess	4.381104459%
Orange	5.187725669%
Putnam	1.184886753%
Rockland	3.081816868%
Sullivan	1.888626559%
Ulster	2.462996041%
Westchester	9.207894077%
Mid-Hudson Region	**27.395050426%**

Schedule B

Western Region	**18.127131908%**
Finger Lakes Region	**12.860822502%**
Southern Tier Region	**7.213529004%**
Central NY Region	**8.960459360%**
Mohawk Valley Region	**4.732396222%**
North Country Region	**3.932872842%**
Capital Region	**8.405354899%**
Mid-Hudson Region	**24.236011664%**
Albany	**0.772105290%**
Buffalo	**3.867429560%**
Rochester	**2.595770859%**
Syracuse	**1.749176400%**
Yonkers	**2.546939490%**

Schedule C – Approved Uses

I. TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:

   a. Medication-Assisted Treatment (MAT);

   b. Abstinence-based treatment;

   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or

   e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or undeserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and

connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and

recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH

conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH

conditions.

5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

II. PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educating Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engaging non-profits and faith community as a system to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and

adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and

treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

III. OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programing.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Research on expanded modalities such as prescription methadone that can expand access to MAT.

8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.

5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.

6. Indigent burial for unclaimed remains resulting from overdose deaths.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.

8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

Exhibit D

COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

IN RE OPIOID LITIGATION	
This document relates to: *The County of Suffolk, New York v. Purdue Pharma L. P.*, Case No. 400001/2017 *The County of Nassau, New York v. Purdue Pharma L. P.*, Case No. 400008/2017	Index No. 400000/2017 Hon. Jerry Garguilo

STIPULATION OF DISCONTINUANCE WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs Suffolk County, New York, and Nassau County, New York, and Defendants Cephalon, Inc., Teva Pharmaceuticals USA, Inc., Actavis LLC, Actavis Pharma, Inc., Watson Laboratories, Inc., and Anda, Inc., that pursuant to CPLR 3217, all pending motions are hereby withdrawn and the following action is hereby voluntarily discontinued with prejudice, without costs as to any party against the other:

1. *The County of Suffolk, New York v. Purdue Pharma L. P.*, Case No. 400001/2017; and
2. *The County of Nassau, New York v. Purdue Pharma L. P.*, Case No. 400008/2017.

Dated: _____

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Counsel for Plaintiff Suffolk County

Exhibit E

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

IN RE OPIOID LITIGATION

This document relates to:
The People of the State of New York v. Purdue Pharma L.P., Case No. 400016/18

Index No.: 400000/2017
Part 48

Hon. Jerry Garguilo

STIPULATION OF DISCONTINUANCE WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff, the People of the State of New York (the "State"), by its attorney, LETITIA JAMES, Attorney General of the State of New York, and Defendants Cephalon, Inc., Teva Pharmaceuticals USA, Inc., Actavis LLC, Actavis Pharma, Inc., and Watson Laboratories, Inc., that pursuant to CPLR 3217, all pending motions are hereby withdrawn, and the following action is hereby voluntarily discontinued with prejudice, without costs as to any party against the other:

The People of the State of New York v. Purdue Pharma L.P., Case No. 400016/2018.

Date: _____

LETITIA JAMES
Attorney General of the State of New York

By: _____
Jennifer Levy
First Deputy Attorney General
Office of New York State
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Counsel for Defendants Cephalon, Inc., Teva Pharmaceuticals USA, Inc., Actavis LLC, Actavis Pharma, Inc., and Watson Laboratories, Inc.

Exhibit F (List of all Non-Statutorily Barred Releasors)

City / County Name	Within County	Main Counsel	2019 population estimate	Filed Date	Case ID
ALBANY CITY	ALBANY COUNTY	DREYER BOYAJIAN LAMARCHE SAFRANKO	96,460	1/8/2019	400004/2019
ALBANY COUNTY		MOTLEY RICE	305,506	1/5/2018	1:18-op-45096-DAP
ALLEGANY COUNTY		NAPOLI SHKOLNIK	46,091	6/14/2019	1:19-op-46151
AMHERST TOWN	ERIE COUNTY	NAPOLI SHKOLNIK	126,082	3/6/2018	2017-4131
AMSTERDAM CITY	MONTGOMERY COUNTY	NAPOLI SHKOLNIK	17,766	6/25/2019	1:19-op-46162
AUBURN CITY	CAYUGA COUNTY	NAPOLI SHKOLNIK	26,173	6/7/2019	1:19-op-45843
BROOME COUNTY		SIMMONS HANLY CONROY LLC	190,488	2/1/2017	400002/2017
CATTARAUGUS COUNTY		NAPOLI SHKOLNIK	76,117	6/18/2018	400027/2019
CAYUGA COUNTY		NAPOLI SHKOLNIK	76,576	6/8/2018	400013/2019
CHAUTAUQUA COUNTY		NAPOLI SHKOLNIK	126,903	1/12/2018	KI-2018-57
CHEEKTOWAGA TOWN	ERIE COUNTY	NAPOLI SHKOLNIK	85,884	4/18/2018	806151/2018
CHEMUNG COUNTY		NAPOLI SHKOLNIK	83,456	8/6/2018	400024/2019
CHENANGO COUNTY		NAPOLI SHKOLNIK	47,207	6/19/2018	400021/2019
CLINTON COUNTY		NAPOLI SHKOLNIK	80,485	1/12/2018	400003/2018
COLUMBIA COUNTY		SIMMONS HANLY CONROY LLC	59,461	2/2/2018	400015/2018
CORTLAND COUNTY		NAPOLI SHKOLNIK	47,581	8/6/2018	400019/2018
DUTCHESS COUNTY		SIMMONS HANLY CONROY LLC	294,218	6/6/2017	400005/2017
ERIE COUNTY		SIMMONS HANLY CONROY LLC	918,702	2/1/2017	400003/2017
ESSEX COUNTY		NAPOLI SHKOLNIK	36,885	6/19/2018	400019/2019
FRANKLIN COUNTY		NAPOLI SHKOLNIK	50,022	4/24/2018	400012/2018
FULTON COUNTY		SIMMONS HANLY CONROY LLC	53,383	3/26/2018	400018/2018
GENESEE COUNTY		NAPOLI SHKOLNIK	57,280	2/21/2018	400011/2018
GENEVA CITY	MULTIPLE COUNTIES	CHERUNDOLO // BRINDISI	12,631	3/13/2019	1:19-op-45214
GREENE COUNTY		SIMMONS HANLY CONROY LLC	47,188	1/12/2018	400008/2018

HAMILTON COUNTY		NAPOLI SHKOLNIK	4,416	2/26/2018	400005/2018
HERKIMER COUNTY		SIMMONS HANLY CONROY LLC	61,319	4/17/2018	400008/2019
HERKIMER VILLAGE	HERKIMER COUNTY	CHERUNDOLO // BRINDISI	9,573	7/5/2018	1:18-op-45964
ITHACA CITY	TOMPKINS COUNTY	NAPOLI SHKOLNIK	30,837	1/24/2018	400002/2018
JEFFERSON COUNTY		Cicala Law Firm	109,834	6/12/2019	1:19-op-45437
LACKAWANNA CITY	ERIE COUNTY	CHERUNDOLO // BRINDISI	17,720	4/15/2019	1:19-op-45303
LANCASTER TOWN	ERIE COUNTY	NAPOLI SHKOLNIK	43,325	6/13/2018	809160-2018
LEWIS COUNTY		SIMMONS HANLY CONROY LLC	26,296	4/13/2018	400007/2019
LIVINGSTON COUNTY		NAPOLI SHKOLNIK	62,914	3/15/2018	400012/2019
MADISON COUNTY		NAPOLI SHKOLNIK	70,941	1/12/2018	400028-2019
MONROE COUNTY		SIMMONS HANLY CONROY LLC	741,770	1/24/2018	400017/2018
MONTGOMERY COUNTY		SIMMONS HANLY CONROY LLC	49,221	9/5/2018	400009/2019
MOUNT VERNON CITY	WESTCHESTER COUNTY	NAPOLI SHKOLNIK	67,345	7/11/2018	400016/2019
NASSAU COUNTY		NAPOLI SHKOLNIK	1,356,924	6/12/2017	400008/2017
NEW YORK CITY	MULTIPLE COUNTIES	SIMMONS HANLY CONROY LLC	8,336,817	1/23/2018	400006/2018
NIAGARA COUNTY		NAPOLI SHKOLNIK	209,281	10/20/2017	400012/2017
OGDENSBURG CITY	ST LAWRENCE COUNTY	NAPOLI SHKOLNIK	10,436	6/7/2019	1:19-op-45852
ONEIDA COUNTY		CHERUNDOLO // BRINDISI	228,671	3/14/2018	1:18-op-45338-DAP
ONONDAGA COUNTY		CHERUNDOLO // BRINDISI	460,528	1/23/2018	1:18-op-45170-DAP
ONTARIO COUNTY		SIMMONS HANLY CONROY LLC	109,777	4/13/2018	400001/2019
ORANGE COUNTY		SIMMONS HANLY CONROY LLC	384,940	5/16/2017	400004/2017
ORLEANS COUNTY		NAPOLI SHKOLNIK	40,352	8/6/2018	400029/2019
OSWEGO COUNTY		SIMMONS HANLY CONROY LLC	117,124	1/4/2018	400007/2018
OTSEGO COUNTY		NAPOLI SHKOLNIK	59,493	8/1/2018	400023/2019
PLATTSBURGH CITY	CLINTON COUNTY	DREYER BOYAJIAN LAMARCHE SAFRANKO	19,515	1/8/2019	400003/2019
POUGHKEEPSIE CITY	DUTCHESS COUNTY	NAPOLI SHKOLNIK	30,515	5/15/2019	1:19-op-46163
PUTNAM COUNTY		NAPOLI SHKOLNIK	98,320	5/29/2018	400014/2019
RENSSELAER COUNTY		NAPOLI SHKOLNIK	158,714	9/27/2017	400011/2017

ROCHESTER CITY	MONROE COUNTY	NAPOLI SHKOLNIK	205,695	6/5/2019	1:19-op-45853
ROCKLAND COUNTY		Bleakley Platt & Schmidt, LLP	325,789	6/17/2019	1:19-op-45662
ROME CITY	ONEIDA COUNTY	CHERUNDOLO // BRINDISI	32,148	3/28/2019	1:19-op-45284
SARATOGA COUNTY		NAPOLI SHKOLNIK	229,863	1/17/2018	400009/2018
SARATOGA SPRINGS CITY	SARATOGA COUNTY	NAPOLI SHKOLNIK	28,212	6/10/2019	1:19-op-45857
SCHENECTADY CITY	SCHENECTADY COUNTY	DREYER BOYAJIAN LAMARCHE SAFRANKO	65,273	1/8/2019	400005/2019
SCHENECTADY COUNTY		SIMMONS HANLY CONROY LLC	155,299	6/15/2017	400009/2017
SCHOHARIE COUNTY		NAPOLI SHKOLNIK	30,999	9/27/2017	400010/2017
SCHUYLER COUNTY		NAPOLI SHKOLNIK	17,807	5/11/2018	400014/2018
SENECA COUNTY		SIMMONS HANLY CONROY LLC	34,016	6/7/2017	400002/2019
ST LAWRENCE COUNTY		SIMMONS HANLY CONROY LLC	32,261	1/12/2018	400002/2019
STEUBEN COUNTY		NAPOLI SHKOLNIK	95,379	2/21/2018	400004/2018
SUFFOLK COUNTY		SIMMONS HANLY CONROY LLC	1,476,601	8/31/2016	400007/2017
SULLIVAN COUNTY		SIMMONS HANLY CONROY LLC	75,432	6/7/2017	400007/2017
SYRACUSE CITY	ONONDAGA COUNTY	CHERUNDOLO // BRINDISI	142,327	10/1/2018	1:18-op-46169
TIOGA COUNTY		NAPOLI SHKOLNIK	48,203	6/19/2018	400022/2019
TOMPKINS COUNTY		NAPOLI SHKOLNIK	102,180	1/5/2018	2017-4131
TONAWANDA TOWN	ERIE COUNTY	NAPOLI SHKOLNIK	71,675	7/11/2018	810783/2018
TROY CITY	RENSSELAER COUNTY	DREYER BOYAJIAN LAMARCHE SAFRANKO	49,154	1/8/2019	400006/2019
ULSTER COUNTY		SIMMONS HANLY CONROY LLC	177,573	3/15/2018	400011/2019
UTICA	ONEIDA COUNTY	CHERUNDOLO // BRINDISI	59,750	11/30/2018	1:18-op-46359
WARREN COUNTY		NAPOLI SHKOLNIK	63,944	2/7/2018	400030/2019
WASHINGTON COUNTY		SIMMONS HANLY CONROY LLC	61,204	6/15/2018	400010/2019
WESTCHESTER COUNTY		NAPOLI SHKOLNIK	967,506	2/6/2018	400010/2018
WYOMING COUNTY		SIMMONS HANLY CONROY LLC	39,859	2/22/2018	400013/2018
YATES COUNTY		NAPOLI SHKOLNIK	24,913	8/3/2018	400026/2019
YONKERS CITY	WESTCHESTER COUNTY	Sanders Phillips Grossman, LLC	200,370	5/29/2019	400020/2019

Exhibit G

Anda Injunctive Relief

I. INTRODUCTION

A. The Effective Date of these Injunctive Relief Terms shall be July 4, 2023.

B. The parties acknowledge that agreement to the Injunctive Relief Terms does not constitute an admission that Anda's existing Controlled Substance Monitoring Program ("*CSMP*") does not comply with the requirements of law.

C. The Parties acknowledge that Anda is predominantly a Secondary Source Distributor (as defined herein) to the Anda Customers, has in place a CSMP, and will develop a modified CSMP in accordance with this Agreement, that is tailored to the business of distributing products to Customers as a Secondary Source Distributor. The Parties acknowledge that the Anda CSMP may be different from the CSMPs implemented by other distributors, including other Primary or Secondary Source Distributors.

D. Primary Source Distributors and Secondary Source Distributors may use different analytical tools to identify and characterize Customers' ordering patterns, order frequencies and order sizes, and deviations therefrom. Analytical tools and, where applicable, algorithms, adopted and implemented by any particular distributor are not dispositive of the appropriate methods and tools to be implemented by Anda or other distributors.

E. Nothing contained herein shall prohibit Anda from divesting any or all of its distribution operations provided that all provisions of this Injunctive Relief shall apply to any subsequent purchaser with respect to the divested operations.

II. TERM

A. The duration of these Injunctive Relief Terms shall be ten (10) years from the Effective Date.

III. DEFINITIONS

A. *"Anda."* Anda, Inc. and Anda Pharmaceuticals, Inc. and each of their current and former parents, subsidiaries, predecessors, successors, affiliates, divisions, assigns, officers, directors, agents, employees and principals.

B. *"Big 3 Distributor Injunctive Terms."* Exhibit P of the Settlement Agreement, dated as of July 21, 2021, between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and certain States and subdivisions.

C. *"Chain Customers."* Chain retail pharmacies that have centralized corporate headquarters and have multiple specific retail pharmacy locations from which Controlled Substances are dispensed to individual patients.

D. *"Controlled Substances."* Those substances designated under schedules II-V pursuant to the federal Controlled Substances Act and the laws and regulations of the Settling States that

incorporate federal schedules II-V. For purposes of the requirements of the Injunctive Relief Terms, Gabapentin shall be treated as a Controlled Substance, except for purposes of Section XII for Customers located in States that do not regulate it as a controlled substance or similar designation (e.g., drug of concern).

E. *"CSMP."* As defined in Section I.A.

F. *"Customers."* Refers collectively to current, or where applicable potential, Chain Customers and Independent Retail Pharmacy Customers. "Customers" do not include long-term care facilities, hospital pharmacies, and pharmacies that serve exclusively inpatient facilities.

G. *"Effective Date."* As defined in Section I.B.

H. *"Highly Diverted Controlled Substances*." Includes: (i) oxycodone; (ii) hydrocodone; (iii) hydromorphone; (iv) tramadol; (v) oxymorphone; (vi) morphine; (vii) methadone; (viii) carisoprodol; (ix) alprazolam; and (x) fentanyl. Anda shall annually review this list to determine whether changes are appropriate and shall add Controlled Substances to the list of Highly Diverted Controlled Substances as needed based on information provided by the DEA and/or other sources related to drug diversion trends. Anda shall notify the State Compliance Review Committee and the Monitor of any additions to the list of Highly Diverted Controlled Substances. Access to Controlled Substances predominately used for Medication-Assisted Treatment shall be considered when making such additions.

I. *"Independent Retail Pharmacy Customers."* Retail pharmacy locations that do not have centralized corporate headquarters and dispense Controlled Substances to individual patients.

J. *"Injunctive Relief Terms."* As defined in Section I.A.

K. *"NDC."* National Drug Code.

L. *"Non-Controlled Substance."* Prescription medications that are not Controlled Substances.

M. *"Order."* A unique Customer request on a specific date for (i) a certain amount of a specific dosage form or strength of a Controlled Substance or (ii) multiple dosage forms and/or strengths of a Controlled Substance. For the purposes of this definition, each line item on a purchasing document or DEA Form 222 is a separate order, except that a group of line items either in the same drug family or DEA base code (based upon the structure of Anda's CSMP) may be considered to be a single order.

N. *"Pharmacy Customer Data."* Aggregated and/or non-aggregated data provided by the Customer for a 90-day period.

1. To the extent feasible based on the functionality of a Customer's pharmacy management system, Pharmacy Customer Data shall contain (or, in the case of non-aggregated data, shall be sufficient to determine) the following:

    a) A list of the total number of prescriptions and dosage units for each NDC for all Controlled Substances and non-Controlled Substances;

b) A list of the top five prescribers of each Highly Diverted Controlled Substance by dosage volume and the top ten prescribers of all Highly Diverted Controlled Substances combined by dosage volume. For each prescriber, the data shall include the following information:

(1) Number of prescriptions and doses prescribed for each Highly Diverted Controlled Substance NDC;

(2) Number of prescriptions for each unique dosage amount (number of pills per prescription) for each Highly Diverted Controlled Substance NDC;

(3) Prescriber name, DEA registration number, and address; and

(4) Medical practice/specialties, if available;

c) Information on whether the method of payment was cash for (a) Controlled Substances, and (b) non-Controlled Substances; and

d) Information on top ten patient residential areas by five-digit ZIP code prefix for filled Highly Diverted Controlled Substances by dosage volume, including number of prescriptions and doses for each Highly Diverted Controlled Substance NDC.

2. Anda is not required to obtain Pharmacy Customer Data for all Customers. Pharmacy Customer Data only needs to be obtained under circumstances required by the Injunctive Relief Terms and the applicable CSMP policies and procedures. Anda's CSMP policies and procedures shall describe the appropriate circumstances under which and methods to be used to obtain and analyze Pharmacy Customer Data.

3. Anda shall only collect, use, disclose or retain Pharmacy Customer Data consistent with applicable federal and state privacy and consumer protections laws. Anda shall not be required to collect, use, disclose or retain any data element that is prohibited by law or any element that would require notice to or consent from the party who is the subject of the data element, including, but not limited to, a third party (such as a prescriber) to permit collection, use, disclosure and/or retention of the data.

O. *"Primary Source Distributor."* With respect to any individual Customer, a distributor of pharmaceutical products who serves with respect to such Customer as the primary source of Controlled Substances to such Customer.

P. *"Secondary Source Distributor."* With respect to any individual Customer, a distributor of pharmaceutical products who does not serve with respect to such Customer as the primary source of Controlled Substances to such Customer.

Q. *"Suspicious Orders."* As defined under federal law and regulation and the laws and regulations of the Settling States that incorporate the federal Controlled Substances Act. Suspicious Orders currently include, but are not limited to, orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.

R. *"Threshold."* The total volume of a particular drug family, DEA base code, or a particular formulation of a Controlled Substance that Anda shall allow a Customer to purchase in any particular period.

IV. INDEPENDENCE

A. Anda's sales personnel compensated with commissions shall not be compensated based on revenue or profitability targets or expectations for sales of Controlled Substances. However, Anda's personnel may, as applicable, be compensated (including incentive compensation) based on formulas that include total sales for all of Anda's products, including Controlled Substances. The compensation of sales personnel shall not include incentive compensation tied solely to sales of Controlled Substances.

B. For any Anda personnel who are compensated at least in part based on Customer sales, Anda shall ensure the compensation of such personnel is not decreased by a CSMP-related suspension or termination of a Customer or as a direct result of the reduction of sales of Controlled Substances to a Customer pursuant to the CSMP.

C. Anda's sales personnel shall not be authorized to make decisions regarding the implementation of CSMP policies and procedures, the design of the CSMP, the setting or adjustment of Thresholds, or other actions taken pursuant to the CSMP, except sales personnel must provide information regarding compliance issues to CSMP personnel promptly. Anda's sales personnel are prohibited from interfering with, obstructing, or otherwise exerting control over any CSMP department decision-making.

D. Anda shall review its compensation and non-retaliation policies and, if necessary, modify and implement changes to those policies to effectuate the goals of, and incentivize compliance with, the CSMP.

E. Anda shall maintain a telephone, email, and/or web-based "hotline" to permit employees and/or Customers to anonymously report suspected diversion of Controlled Substances or violations of the CSMP, Anda company policy related to the distribution of Controlled Substances, or applicable law. Anda shall share the hotline contact information with their employees and Customers. Anda shall maintain all complaints made to the hotline, and document the determinations and bases for those determinations made in response to all complaints.

V. MANDATORY TRAINING

A. Anda shall require all new CSMP personnel to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, and its duties with respect to maintaining effective controls against potential diversion of Controlled Substances and reporting Suspicious Orders pursuant to state and federal laws and regulations prior to conducting any compliance activities for Anda without supervision.

B. Anda shall provide annual trainings to CSMP personnel on its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

C. On an annual basis, Anda shall test its CSMP personnel on their knowledge regarding its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled Substances and to report Suspicious Orders pursuant to state and federal laws and regulations.

D. Anda shall train all third-party compliance consultants (defined as non-employees who are expected to devote fifty percent (50%) or more of their time to performing work related to Anda's CSMP, excluding information technology consultants not engaged in substantive functions related to Anda's CSMP) performing compliance functions for Anda in the same manner as Anda's CSMP personnel.

E. At least every three (3) years in the case of existing employees, and within the first six (6) months of hiring new employees, Anda shall require operations, sales, and senior executive employees to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, the hotline established in Section V.E, and its duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

VI. ONGOING DUE DILIGENCE

A. Anda shall periodically review its procedures and systems for detecting patterns or trends in Customer order data or other information used to evaluate whether a Customer is maintaining effective controls against diversion.

B. Anda shall conduct periodic proactive compliance reviews of its Customers' performance in satisfying their corresponding responsibilities to maintain effective controls against the diversion of Controlled Substances.

C. Anda shall review ARCOS data made available to it by the DEA to assist with Customer specific due diligence. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.

D. Anda shall conduct due diligence as set forth in its CSMP policies and procedures in response to concerns of potential diversion of Controlled Substances at its Customers. For Chain Customers, these provisions shall apply to the specific pharmacies in question. The due diligence required by Anda's CSMP policies and procedures may depend on the information or events at issue. The information or events raising concerns of potential diversion of Controlled Substances at a Customer include but are not limited to:

1. The discovery of one or more unresolved Red Flags;
2. The receipt of information directly from law enforcement or regulators concerning potential diversion of Controlled Substances at or by a Customer;
3. The receipt of information concerning the suspension or revocation of pharmacist's DEA registration or state license related to potential diversion of Controlled Substances;
4. The receipt of reliable information through the hotline established in Section V.E concerning suspected diversion of Controlled Substances at the Customer;
5. The receipt of reliable information from another distributor concerning suspected diversion of Controlled Substances at the Customer; or

6. Receipt of other reliable information that the Customer is engaged in conduct indicative of diversion or is failing to adhere to its corresponding responsibility to prevent the diversion of Highly Diverted Controlled Substances.

E. On an annual basis, Anda shall obtain updated pharmacy questionnaires from one hundred (100) Customers to include the following:

1. The top 25 Customers by combined volume of Highly Diverted Controlled Substances purchased from Anda measured as of the end of the relevant calendar year; and

2. Additional Customers selected as a representative sample of various geographic regions, customer types (Independent Retail Pharmacy Customers and Chain Customers), and distribution centers. Anda shall develop risk-based criteria for the sample selection.

F. Scope of Review

1. For reviews triggered by Section VI.D, Anda shall conduct due diligence and obtain updated Pharmacy Customer Data or equivalent, as set forth in its CSMP policies and procedures.

2. For questionnaires collected pursuant to Section VI.E, Anda shall conduct a due diligence review consistent with Anda's CSMP policies and procedures. These annual diligence reviews shall be performed in addition to any of the diligence reviews performed under Section VI.D, but may reasonably rely on reviews performed under Section VI.D.

3. If Anda decides to terminate the Customer due to concerns regarding potential diversion of Controlled Substances, Anda shall promptly cease the sale of Controlled Substances to the Customer and report the Customer. If Anda decides not to terminate the Customer, Anda shall document that determination and the basis therefor. Such a good faith determination, if documented, shall not, without more, serve as the basis of a future claim of non-compliance with the Injunctive Relief Terms.

VII. SITE VISITS

A. Anda shall conduct site visits, including unannounced site visits, where appropriate, of Customers, as necessary, as part of Customer due diligence.

B. During site visits, Anda's CSMP personnel or qualified third-party compliance consultants shall interview the pharmacist-in-charge or other relevant Customer employees, if appropriate, about any potential Red Flags and the Customer's maintenance of effective controls against the potential diversion of Controlled Substances.

C. Anda's CSMP personnel or qualified third-party compliance consultants who conduct site visits shall document the findings of any site visit.

D. Site visit and all other compliance reports shall be maintained by Anda in a database accessible to all CSMP personnel.

VIII. COMPLIANCE

A. For the purposes of resolving disputes with respect to compliance with Injunctive Relief, should the State of New York have a reasonable basis to believe that Anda has engaged in a practice that breaches a provision of this Exhibit subsequent to the Effective Date, the State of New York shall notify Anda in writing of the specific objection, identify with particularity the provision of the Agreement that the practice appears to breach, and give Anda thirty (30) days to respond in writing to the notification; provided, however, that the State of New York may take any action if the State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.

B. Within thirty (30) days of receipt of written notice Anda shall provide a good faith written response to the State's notification, containing either a statement explaining why Anda believes it is in compliance with the provisions of this Exhibit, or a detailed explanation of how the alleged breach occurred and a statement explaining how Anda intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the State of New York's CID or investigative subpoena authority, to the extent such authority exists under applicable law, and Anda reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority.

C. The State of New York may agree, in writing, to provide Anda with additional time beyond thirty (30) days to respond to a notice provided under this Exhibit, without court approval.

D. Upon giving Anda thirty (30) days to respond to the notification described under this Exhibit, the State shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in possession, custody, or control of Anda that relate to Anda's compliance with each provision of the Agreement pursuant to the State of New York's CID or investigative subpoena authority.

E. The State of New York may assert any claim that Anda has breached this Exhibit of the Agreement in a separate civil action to enforce compliance with the Agreement, or may seek any other relief afforded by law for breach of the Agreement, but only after providing Anda an opportunity to respond to the notification described in this Exhibit; provided, however, the State of New York may take any action if the State believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

F. Anda or the State may request that Anda and the State meet and confer regarding the resolution of an actual or potential conflict between this Exhibit and any other law, regulation, or requirement, or between interpretations of the Agreement by different courts. Nothing herein is intended to modify or extend the jurisdiction of any single judicial authority as provided by law.

Exhibit H

Teva Injunctive Term Sheet

I. DEFINITIONS

A. "Cancer-Related Pain Care" shall mean care that provides relief from pain resulting from a patient's active cancer or cancer treatment, as distinguished from treatment provided during remission.

B. "CDC Guideline Recommendations" shall mean the 12 enumerated Recommendations published by the U.S. Centers for Disease Control and Prevention (CDC) for the prescribing of opioid pain medication for patients 18 and older in primary care settings as part of its 2016 Guideline for Prescribing Opioids for Chronic Pain (CDC Guidelines), as updated or amended by the CDC.

C. "Downstream Customer Data" shall mean transaction information that Teva collects relating to its direct customers' sales to Downstream Customers, including but not limited to chargeback data tied to Teva providing certain discounts, "867 data," and IQVIA data.

D. "Downstream Customers" shall mean the customers to which Teva's direct customers sell Teva product.

E. "End-of-Life Care" shall mean care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.

F. "Health Care Provider" shall mean any U.S.-based physician or U.S.-based health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products and any U.S.-based medical facility, practice, hospital, clinic or pharmacy.

G. "Host Institution" shall refer to the academic institution(s) selected by the Settling States to host and maintain the Public Document Repository, by, without limitation: maintaining control and security over documents in the Public Document Repository; providing an accessible user interface; and providing clear and transparent explanations of its procedures to the public.

H. "In-Kind Support" shall mean payment or assistance in the form of goods, commodities, services, or anything else of value.

I. "Investigator Sponsored Study" (ISS) shall mean a study in which an individual both initiates and conducts an investigation, and under whose immediate direction the investigational drug is administered or dispensed. In addition to the standard investigator responsibilities, the sponsor-investigator is also responsible for planning, conducting, and monitoring the study, managing data, preparing reports, and providing oversight, monitoring, and compliance with regulatory reporting requirements.

J. "Lobby" and "Lobbying" shall have the same meaning as "lobbying activities" and "lobbying contacts" under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq*., and any analogous state or local provisions governing the person or entity being lobbied. As used in this Consent Judgment, "Lobby" and "Lobbying" include Lobbying directly or indirectly, through grantees or Third Parties.

K. "Opioid(s)" shall mean all naturally occurring, synthetic, or semisynthetic substances that interact with opioid receptors and act like opium.

L. "Opioid-Induced Side Effects Treatment Product" shall mean any pharmaceutical product that has been approved by the FDA and indicated for the treatment of Opioid-induced side effects. The term "Opioid-Induced Side Effects Treatment Product" shall not include products that treat opioid abuse, addiction or overdose, or respiratory depression.

M. "Opioid Product(s)" shall mean all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (FDA) and listed by the DEA as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act, including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol. The term "Opioid Products(s)" shall not include methadone, buprenorphine, and other substances when used exclusively to treat opioid abuse, addiction or overdose; raw materials and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

N. "OUD" shall mean opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5)*, as updated or amended.

O. "Promote," "Promoting," and "Promotion" shall mean dissemination of information or other practices intended or that could be reasonably anticipated to (i) increase sales, prescriptions, or the utilization of prescription products in the United States, or (ii) that attempt to influence prescribing practices or formulary decisions in the United States. These terms shall not include the provision of scientific information or data in response to unsolicited requests from Health Care Providers or payors as allowed in Section II. A. 2. (e)-(h).

P. "Qualified Researcher" shall mean any researcher holding a faculty appointment or research position at an institution of higher education, a research organization, a nonprofit organization, or a government agency.

Q. "Suspicious Order" shall have the same meaning as provided by the Controlled Substances Act, 21 U.S.C. §§ 801-904, and the regulations promulgated thereunder and analogous state laws and regulations.

R. "Teva" shall mean 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 parents, subsidiaries, predecessors, successors, affiliates, divisions, assigns, officers, directors, agents, employees and principals, but shall exclude Teva's wholly owned distributor subsidiary, Anda, Inc. For the avoidance of doubt, Teva does not include entities or individuals controlled by or employed by separate and distinct legal entities that are not directly or indirectly owned by Teva.

S. "Teva Opioid Products" shall mean Vantrela ER and Opioid Products listed on Teva's product catalog as of the Effective Date or that are added thereafter.

T. "Third Party" shall mean any person or entity other than Teva or a government entity.

U. "Treatment of Pain" shall mean the provision of therapeutic modalities to alleviate or reduce pain.

V. "Unbranded Information" shall mean any information that does not identify a specific product(s).

II. INJUNCTIVE RELIEF

A. Ban on Promotion

1. Teva shall not engage in the Promotion of Opioids or Opioid Products including, but not limited to, by:

   a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers or patients, or to persons that influence or determine the Opioid Products included in formularies;

   b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;

   c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioids or Opioid Products;

   d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;

   e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including, but not limited to, brochures, newsletters, pamphlets, journals, books, and guides that Promote Opioids or Opioid Products;

   f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including, but not limited to, internet advertisements or similar content that Promote Opioids or Opioid Products, and providing hyperlinks or otherwise directing internet traffic to advertisements that Promote Opioids or Opioid Products; and

   g. Engaging in Internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an Internet search or otherwise be more visible or more accessible to the public on the Internet.

2. Notwithstanding Section II.A.1 directly above, Teva may:

   a. Maintain corporate websites;

   b. Maintain a website for any Opioid Product that contains principally the following content: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;

   c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in [State]. Teva may, in relation to its expressly required participation in the TIRF REMS program, remain involved in the preparation of materials and training concerning the process for enrollment in the TIRF REMS program;

d. Provide the following by mail, electronic mail, on or through Teva's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in [State];

e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011, as updated or amended by the FDA) and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009, as updated or amended by the FDA). However, Teva shall not provide the following publication in response to an unsolicited request by a Health Care Provider: Weinstein, SM, et al., Fentanyl buccal tablet for the treatment of breakthrough pain in opioid-tolerant patients with chronic cancer pain: a long-term, open-label safety study. *Cancer*; 2009;115:2571-2579.

f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product (beyond directing the patient or caregiver to the label) or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;

g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018*)*, as updated or amended by the FDA;

h. Provide information relating solely to the pricing and availability of any Opioid Product and negotiate contract and pricing terms with direct customers or Downstream Customers;

i. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy (REMS) program or other federal or state law or regulation applicable in [State] through an independent Third Party, which shall be responsible for the continuing medical education program's content without the participation of Teva; and

j. Provide Unbranded Information in connection with managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to: the use of Opioids for managing such pain, as long as the Unbranded Information identifies Teva as the source of the information.

3. Teva shall not engage in the following specific Promotional activity relating to any Opioid-Induced Side Effects Treatment Product.

a. Employing or contracting with sales representatives or other persons to Promote Opioid-Induced Side Effects Treatment Products to Health Care Providers or patients;

b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioid-Induced Side Effects Treatment Products;

c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioid-Induced Side Effects Treatment Products;

d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioid-Induced Side Effects Treatment Products, including, but not limited to, internet advertisements or similar content that Promote Opioid-Induced Side Effects Treatment Products, and providing hyperlinks or otherwise directing internet traffic to advertisements that Promote Opioid-Induced Side Effects Treatment Products; and

e. Engaging in any other Promotion of Opioid-Induced Side Effects Treatment Products in a manner that encourages the utilization of Opioids or Opioid Products or normalizes the use of Opioids or Opioid Products for chronic pain.

4. Notwithstanding Section II.A.3 directly above, Teva may engage in Promotional activity for Opioid-Induced Side Effects Treatment Products that have non-Opioid related indications, so long as such Promotion does not explicitly or implicitly associate such Opioid-Induced Side Effects Treatment Product with Opioids or Opioid Products, except for linking to the FDA label associated with such Opioid-Induced Side Effects Treatment Product.

5. Treatment of Pain.

a. Teva shall not, either through Teva or through Third Parties, Promote the Treatment of Pain in a manner that directly or indirectly encourages the utilization of Opioids or Opioid Products.

b. Teva shall not, either through Teva or through Third Parties, Promote the concept that pain is undertreated in a manner that directly or indirectly encourages the utilization of Opioids or Opioid Products.

c. Teva shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state that contains links to branded information about Opioid Products or that generates data that Teva uses for Promotion of Opioids or Opioid Products.

6. To the extent that Teva engages in conduct permitted by Sections II.A.2 and A.4 above, Teva shall do so in a manner that is:

a. Consistent with the CDC Guideline Recommendations, as applicable; and

b. Truthful, non-misleading, accurate, non-deceptive, and does not omit any relevant information.

B. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Teva shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products. However, this provision shall not prohibit financial incentives based on overall company performance.

2. Teva shall not offer or pay any remuneration (including any kickback, bribe, or rebate) not subject to the Discount/Rebate Safe Harbor directly or indirectly, to or from any person in return for the prescribing, sale, use or distribution of Opioid Product.

3. Teva's compensation policies and procedures shall be designed to ensure compliance with this Consent Judgment and other legal requirements.

C. Ban on Funding/Grants to Third Parties.

1. Teva shall not directly or indirectly provide financial support or In-Kind Support to any Third Party that Promotes or is for education about Opioids, Opioid Products, the Treatment of Pain, or Opioid-Induced Side Effects Treatment Products, excluding financial support otherwise required by the Judgment or by a federal or state agency.

2. Teva shall not create, sponsor, provide financial support or In-Kind Support to, operate, or control any medical society or patient advocacy group relating to any Opioids, Opioid Products, Treatment of Pain, or Opioid-Induced Side Effects Treatment Product.

3. Teva shall not provide a direct link to any Third Party website or materials or otherwise distribute materials created by a Third Party relating to any Opioids, Opioid Products, the Treatment of Pain, or Opioid-Induced Side Effects Treatment Products.

4. The above prohibitions do not prevent Teva from engaging with Third Parties in connection with and consistent with the activities Teva is permitted to undertake pursuant to Sections II.A.2 and II.A.4.

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

6. Teva shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.

7. Teva shall not compensate or support Health Care Providers or organizations to advocate for formulary access or treatment guideline changes that would have the effect of increasing access to any Opioid Product by third-party payers, *i.e.*, any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including, but not limited to, managed care organizations and pharmacy benefit managers.

8. No Board of Directors member Executive Officer, or senior management-level employee of a United States Teva entity may serve as a director, board member, employee, agent, or officer of any entity that engages in Promotion relating to Opioids, Opioid Products, the Treatment of Pain, or Opioid-Induced Side Effects Treatment Products. For the avoidance of doubt, nothing

in this provision shall preclude an officer or executive management-level employee of Teva from concurrently serving on the board of a hospital.

9. Teva shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that engages in Promotion relating to any Opioids, Opioid Products, the Treatment of Pain, or Opioid-Induced Side Effects Treatment Products.

10. For the avoidance of doubt:
    a. Nothing in this Section II.C shall be construed or used to prohibit Teva from providing financial or In-Kind Support to:

        i. universities, medical institutions, or hospitals, for the purpose of addressing, or providing education on (I) the treatment of OUD; (II) the prevention and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose; or

        ii. the American Medical Association (AMA), the American Cancer Society (ACS) or any other medical society solely dedicated to cancer treatment; or

        iii. broad based trade associations including, without limitation, PhRMA (Pharmaceutical Research and Manufacturers of America), HDA (Healthcare Distribution Alliance), AAM (Association for Accessible Medications), PCMA (Pharmaceutical Care Management Association), and NACDS (National Association of Chain Drug Stores), or successor organizations to any of the foregoing.

11. Teva will be in compliance with Sections II.C.2 and II.C.3 with respect to support of an individual Third Party to the extent that the Independent Monitor determines that such support does not increase the risk of the inappropriate use of Opioids and that Teva has not acted for the purpose of increasing the use of Opioids.

12. The above prohibitions do not apply to the donation of product pursuant to any settlement agreements or resolutions to litigation and/or investigations.

13. Reference to any specific Third Party organization above shall in no way be construed as an approval or sanction by the States of such Third Party's conduct or business practices.

D. Lobbying Restrictions.

1. Teva shall not Lobby for the enactment of any federal, state, or local legislation or promulgation of any rule or regulation that:

    a. Encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids;

    b. Would have the effect of limiting access to any non-Opioid alternative pain treatments; or

    c. Pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.

2. Teva shall not Lobby against the enactment of any provision within any federal, state, local legislation, rule, or regulation that supports:

    a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;

    b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;

    c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;

    d. The limitation of initial prescriptions of Opioids to treat acute pain;

    e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;

    f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;

    g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or

    h. The implementation or use of Opioid drug disposal systems.

3. Teva shall not Lobby against the enactment of any federal, state or local legislation or promulgation of any rule or regulation expanding the operation or use of PDMPs, including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
4. Notwithstanding the foregoing restrictions in subparagraphs II.D.1-3, the following conduct is not restricted:

    a. Challenging the enforcement of, or suing for declaratory or injunctive relief with respect to legislation, rules or regulations referred to in subparagraphs II.D.1;

    b. Communications made by Teva in response to a statute, rule, regulation, or order requiring such communication;

    c. Communications by a Teva representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as result of a mandatory order or subpoena commanding that person to testify; or
    Responding, in a manner consistent with this Consent Judgment, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Teva from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation;

d. Conduct permitted pursuant to Section II.C.9; or

e. Responding to requests from government agencies and/or participating in panels at the request of a government agency.

5. Teva shall require all of its officers and employees engaged in Lobbying to certify in writing to Teva that they are aware of and will fully comply with the provisions of this Consent Judgment with respect to Lobbying.

E. Monitoring and Reporting of Off-Label Use of Transmucosal Immediate-Release Fentanyl (TIRF) Products.

1. Teva shall monitor for off-label prescribing of its TIRF products in the United States, including analysis that utilizes prescription and patient diagnosis data, using the TIRF REMS program data accessible to Teva to determine:

   a. the indication(s) or diagnoses for which the TIRF product was prescribed in the United States and whether those indications or diagnoses were on-label or off-label; and

   b. use by opioid-intolerant patients in the United States.

2. Upon request of one of the following, Teva shall provide the requestor with the data and analysis described in Subsection II.E.1, to be used for law enforcement, counter-detailing, academic or medical research, or public health and other non-commercial purposes: [State] Attorney General or other law enforcement agency, [State] medical board, [State] board of pharmacy, Qualified Researchers, medical and pharmacy directors of health systems or clinics, medical associations, and other public health officials, including but not limited to city health authorities, county medical directors, and [State] public health authorities.

3. Teva shall provide the data and analysis described in Subsection II.E.1 in chart format, including breakdown of prescriptions by year, diagnosis, and county.

F. Ban on High Dose Opioids.

1. After any related commercial commitments existing on February 15, 2022 have expired, Teva shall not manufacture, promote, or distribute any oxycodone pill that exceeds 40 milligrams.

G. Ban on Prescription Savings Programs.

1. Teva shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product. This does not preclude Teva from offering discounts, rebates, or other customary pricing adjustments to commercial partners for the non-retail sale of any Opioid Product, including providing discounts, coupons, rebates, or other methods for use by retail chain pharmacies, such as CVS, Walgreens, Rite Aid and the like, as well as contracting intermediaries, such as Buying Groups, Group Purchasing Organizations, and Pharmacy Benefit Managers.

2. Teva shall not directly or indirectly provide financial support to any Third Party that offers coupons, discounts, rebates or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product.

3. Teva shall not directly or indirectly assist patients, Health Care Providers, or pharmacies regarding the claims and/or prior authorization process required for third-party payers to approve claims involving any Opioid Product.

H. Monitoring and Reporting of Direct and Downstream Customers.

1. Teva shall operate an effective monitoring and reporting system in compliance with 21 C.F.R. § 1301.71(a), 21 C.F.R. §1301.74(b), 21 U.S.C. § 823(e) and Section 3292 of the SUPPORT for Patients and Communities Act, that shall include processes and procedures that:

    a. Utilize all reasonably available transaction information to identify a Suspicious Order of an Opioid Product by a direct customer;

    b. Utilize all reasonably available Downstream Customer Data to identify whether a Downstream Customer poses a material risk of diversion of an Opioid Product;

    c. Utilize all information Teva receives that bears upon a direct customer's or a Downstream Customer's diversion activity or potential for diversion activity, including reports by Teva's employees, customers, Health Care Providers, law enforcement, state, tribal, or federal agencies, or the media; and

    d. Upon request (unless otherwise required by law), report to [state agency] any direct customer or Downstream Customer in [State] identified as part of the monitoring required by (a)-(c), above, and any customer relationship in [State] terminated by Teva relating to diversion or potential for diversion. These reports shall include the following information, to the extent known to Teva:

        i. The identity of the downstream registrant and the direct customer(s) identified by Teva engaged in the controlled substance transaction(s), to include each registrant's name, address, business type, and DEA registration number;

        ii. The dates of reported distribution of controlled substances by direct customers to the downstream registrant during the relevant time period;

        iii. The drug name, drug family or NDC and dosage amounts reportedly distributed;

        iv. The transaction or order number of the reported distribution; and

        v. A brief narrative providing a description of the circumstances leading to Teva's conclusion that there is a risk of diversion.

2. Teva shall not provide to any direct customer an Opioid Product to fill an order identified as a Suspicious Order unless Teva's DEA Compliance Department investigates and finds that the order is not suspicious.

3. Upon request, Teva shall provide full cooperation and assistance to any federal, state or local law enforcement investigations of potential diversion or suspicious circumstances involving Opioid Products, including criminal law enforcement agencies, drug control agencies, professional licensing boards, and Attorney General's offices.

I. General Terms

1. To the extent that any provision in the Consent Judgment between Teva and the States conflicts with federal or state law or regulation, the requirements of the law or regulation will prevail.

2. Teva shall not make any written or oral statement about Opioids or any Opioid Product that is unfair, false, misleading, deceptive or unconscionable. For purposes of this paragraph, "Opioid Product" shall also include methadone, buprenorphine, and other substances when used exclusively to treat opioid abuse, addiction, or overdose

3. Teva shall not represent that Opioids or any Opioid Product(s) have approvals, characteristics, uses, benefits, or qualities that they do not have. For purposes of this paragraph, "Opioid Product" shall also include methadone, buprenorphine and other substances when used exclusively to treat opioid abuse, addiction, or overdose.

4. For the avoidance of doubt, nothing in this Consent Judgment is intended to or shall be construed to prohibit Teva in any way whatsoever from (a) taking legal or factual positions with regard to its Opioid Product(s) in defense of litigation or other legal proceedings or investigations, (b) communicating its positions and responding to media inquiries concerning litigation, investigations, reports, or other documents or proceedings relating to Teva or its Opioid Products, or (c) maintaining a website explaining its litigation positions and responding to allegations concerning its Opioid Products.

5. Upon the request of [State] Attorney General, Teva shall provide the requesting [State] Attorney General with copies of the following, within 30 days of the request:

    a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Teva's Opioid Product(s); and

    b. Warning or untitled letters issued by the FDA regarding Teva's Opioid Product(s) and all correspondence between Teva and the FDA related to such letters.

6. Nothing contained herein shall prohibit Teva from divesting any Opioid or Opioid Product, in each case, including providing technical development services, transferring know-how and patents, and/or providing such other support services in connection therewith, provided that all provisions of this Consent Judgment shall apply to any subsequent purchaser with respect to the divested Opioid or Opioid Product.

7. This Consent Judgment applies to the manufacture, sales, Promotion, marketing and distribution by Teva within the United States and its territories or involving Health Care Providers.

8. For the avoidance of doubt, nothing in this Consent Judgment is intended to prohibit or restrict Teva's Promotion of non-Opioid products that are approved for the Treatment of Pain (including Ajovy), including by providing educational or other information about such non-Opioid products or providing support or funding to Third Parties specifically to support the use of such non-Opioid products. Teva shall not be restricted from referencing current pain care treatments or treatment modalities for purposes of Promotion of such non-Opioid products so long as such reference does not Promote Opioids or Opioid Products. The exclusion from this Consent Judgment of non-Opioid products approved for the Treatment of Pain shall in no way be construed as an approval or a sanction by the States of Teva's business practices with respect to any such non-Opioid product.

J. Compliance with All Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product

1. Teva shall comply with all state laws and regulations that relate to the sale, promotion, distribution, and disposal of any Opioid Product, provided that nothing in this paragraph requires Teva to violate federal law or regulations, including but not limited to:
    a. [State] Controlled Substances Act, including all guidance issued by applicable state regulator(s);

    b. [State] Consumer Protection Laws and Unfair Trade Practices Acts;

    c. [State] laws and regulations related to opioid prescribing, distribution and disposal; and

    d. [State Specific Laws].

K. Compliance Deadlines.

1. Within [#] days, Teva must be in full compliance with the provisions included in Sections [X-Y] of this Consent Judgment.

2. Within [#] days, Teva must be in full compliance with all other remaining provisions of this Consent Judgment.

L. Training

1. Teva shall provide regular training, at least once per year, to relevant employees on their obligations imposed by this Consent Judgment.

III. CLINICAL DATA TRANSPARENCY

A. Data to Be Shared

1. Teva shall share the following clinical data through a third-party data archive that conforms to the requirements defined below to increase the transparency of its clinical research.

    a. Teva shall make available all previously disclosed data and/or information regarding Teva Opioid Products;

    b. Teva shall make available all previously unreleased data regarding Teva Opioid Products located in its possession, custody or control after a reasonably diligent search, for both approved and unapproved indications, including:

        i. Full analyzable data set(s) (including individual participant-level data de-identified by an independent biostatistician);

        ii. The clinical study report(s) redacted for commercial or personal identifying information;

        iii. The full protocol(s) (including the initial version, final version, and all amendments); and

iv. Full statistical analysis plan(s) (including all amendments and documentation for additional work processes); and

c. Teva shall make available the above information for all studies for any new Teva Opioid Product or new indications within 6 months after regulatory approval or 18 months after study completion, whichever occurs later.

d. Data related to Investigator Sponsored Studies completed prior to the Effective Date are subject to the requirements in this Section III.A.1 if such data can be located in Teva's possession, custody or control after a reasonably diligent search.

e. Data related to Investigator Sponsored Studies completed after the Effective Date are subject to the requirements of this Section III.A.1.

B. Third-Party Data Archive

1. Teva shall share the above information via a third-party data archive that makes clinical data available to Qualified Researchers with a bona fide scientific research proposal.

2. The data archive shall have a panel of reviewers with independent review authority to determine whether the researchers are qualified, whether a research application seeks data for bona fide scientific research, and whether a research proposal is complete.

3. The panel may exclude research proposals with a commercial interest.

C. Non Interference

1. Teva shall not interfere with decisions made by the staff or reviewers associated with the third-party data archive.

D. Data Use Agreement

1. Any data sharing agreement with a Qualified Researcher who receives shared data via the third-party data archive shall contain contact information for Teva's pharmacovigilance staff. Every agreement shall require the lead Qualified Researcher to inform Teva's pharmacovigilance staff within 24 hours of any determination that research findings could detrimentally impact the risk-benefit assessment regarding the product. The lead Qualified Researcher may also inform regulatory authorities of the safety signal impacting the risk-benefit assessment. Teva's pharmacovigilance staff shall take all necessary and appropriate steps upon receipt of such safety information, including but not limited to notifying regulatory authorities or the public.

E. Cost

1. Teva shall bear all costs for making data and/or information available.

IV. TERM

A. Unless addressed in Section IV.B below, each term of this Consent Judgment shall apply for thirteen (13) years from the Effective Date.

B. The provisions of Section II.A ("Ban on Promotion"), Section II.I ("General Provisions"), and Section II.J ("Compliance with All Laws and Regulations Relating to the Sale, Promotion and Distribution of Any Opioid Product")) shall not be subject to any term.

VII. ENFORCEMENT

A. For the purposes of resolving disputes with respect to compliance with Exhibit P, other than those addressed in Sections VI.H.2.v and VI.H.2.vi, should any of the Settling States have reason to believe that Teva has violated a provision of Exhibit P, then such Settling State shall notify Teva in writing of the specific objection, identify with particularity the provisions of Exhibit P that the practice appears to violate, and give Teva thirty (30) days to respond to the notification ("Response Period").

B. Upon receipt of written notice from any of the Settling States, Teva shall provide a written response to the Settling State's notification, containing either a statement explaining why Teva believes it is in compliance with Exhibit P, or a detailed explanation of how the alleged violation occurred and a statement explaining how and when Teva intends to remedy or has remedied the alleged violation. Teva may request a reasonable amount of additional time to cure any violation through such remedial measures ("Cure Period") and the Settling State shall not unreasonably withhold approval of such request.

C. The Settling State may not take any action concerning the alleged violation of Exhibit P during the Response and Cure Periods. Nothing shall prevent the Settling State from agreeing in writing to provide Teva with additional time beyond the thirty (30) days to respond to the notice. However, the Settling State may take any action, including, but not limited to legal action to enforce compliance with the Consent Judgment, without delay if the Settling State believes that a threat to the health or safety of the public requires immediate action.

D. The Settling State may bring an action against Teva to enforce the terms of Exhibit P, but only after providing Teva an opportunity to respond to the notification and, if agreed upon, a period to cure any violation, as described above, or within any other period as agreed to by Teva and the Settling State.

E. Nothing in this Consent Judgment shall be interpreted to limit any Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law.

F. Nothing herein shall be construed to exonerate any failure to comply with any provision of Exhibit P after the Effective Date, or to compromise the authority of any Settling State to take action for any failure to comply with Exhibit P.

Exhibit I
(Case Management Order)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

IN RE: OPIOID LITIGATION –	Hon. Nancy Quinn Koba
NON-TRACK I CASES	Index No. 75000/2022

THIS DOCUMENT RELATES TO ALL CASES

CASE MANAGEMENT ORDER

This Case Management Order ("CMO") shall apply to all Plaintiffs with cases pending as of the execution of the Settlement Agreement against the Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., and Anda, Inc. (collectively, "Teva"), (collectively, "Applicable Defendants") and to all new Plaintiffs filing cases after that date against the Applicable Defendants (collectively, "Plaintiff" or "Plaintiffs"), whose claims are pending in this coordinated proceeding and not released by the Teva New York Statewide Opioid Settlement Agreement in this action entered into on the execution date ("Settlement Agreement"). As used herein, "Teva Defendants" refers Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., and Anda, Inc.

Pursuant to the order of the Coordination Panel, all such new cases filed in the State of New York shall be assigned to the *In re Opioids Cases* Litigation pending before this Court and shall be subject to the terms of this CMO.

Good cause appearing, it is ordered as follows:

A. Filing of Amended Complaints

1. Each Plaintiff with an existing case as of the Participation Date as defined in the Settlement Agreement, or the expiration of the cure period referred to in section IX.D, of the Settlement Agreement, whichever is later, shall file and serve on Applicable Defendants within ninety (90) days of that date an Amended Complaint satisfying the requirements of the Civil Practice Law and Rules ("CPLR") and this CMO, if that Plaintiff's case is not dismissed with prejudice prior to this deadline pursuant to the Settlement Agreement (including due to the operation of law, such as N.Y. Mental Hyg. Law § 25.18). Plaintiff's counsel shall comply with Rule 3025 of the CPLR when filing any such Amended Complaint.

2. The time for the Applicable Defendants to file a response to the Plaintiff's new Complaint or Amended Complaint shall not begin to run until after the receipt by counsel for the Applicable Defendants of the Case-Specific Expert Report(s) required pursuant to this CMO, and after the claims process is concluded as described in Section B.3 below, whichever is later.

B. Plaintiffs' Requirement to Produce Certain Specified Information About Their Claims

1. **Plaintiffs' Production Requirements.** Each Plaintiff shall serve the following documents and/or information upon counsel for the Applicable Defendants:

a) **Fact Sheet.** If not already completed, executed, and served, each Plaintiff shall serve upon the Applicable Defendants within the deadlines specified herein a completed copy of the Fact Sheet, attached as Exhibit A to Case Management Order No. 2, or Exhibit A as is updated with the Court's approval solely as requested by the Applicable Defendants. Each Plaintiff that has already completed, executed, and served a compliant Fact Sheet shall serve upon the Applicable Defendants within the deadlines specified herein an updated Fact Sheet, including as amended, if applicable, reflecting any material change in the facts underlying the Plaintiff's claims or shall affirm that no such material change applies or no additional information is required in response to the amended Fact Sheet, if applicable. Simultaneously with its service of its Fact Sheet (new or updated, including as amended, if applicable), or affirmation, each Plaintiff shall serve upon the Applicable Defendants a verified statement under oath setting forth how each element of their claims has not been resolved

pursuant to the terms of the Settlement Agreement and the state and regional abatement fund provided therein.

b) **Record Production.**

(i) Each Plaintiff shall produce all records establishing the existence of a public nuisance within the Plaintiff's territory or borders, including a definition of the nuisance and evidence to support its existence, and all records in support of any other claims being asserted.

(ii) Each Plaintiff shall produce all records supporting a claim for nuisance "abatement" relief within the Plaintiff's territory or borders, including a categorization and itemization of any requested nuisance abatement relief and evidence to support each component of such relief.

(iii) Each Plaintiff shall produce all records supporting a claim of damages, including a categorization and itemization of claimed damages and calculations and evidence for each component of such damages, in support of the public nuisance claim and any other claim being asserted. Each Plaintiff shall also specify whether the alleged amounts were paid or reimbursed through a grant, insurance, or other third-party source and provide records evidencing such payment or reimbursement.

(iv) For any other relief involving the expenditure of money, including expenditures for the provision of services, each Plaintiff shall specify the entities that will make the expenditures, when and how long those entities will make the expenditures, and the nature of the expenditures, including how they will address any and all alleged harms. Each Plaintiff shall produce all documents relied upon in identifying or calculating the claimed relief.

(v) Each Plaintiff seeking any form of relief based directly or indirectly upon

allegedly medically unnecessary prescriptions shall identify those prescriptions, to whom and by whom the prescriptions were written, the pharmacy that filled each such prescription, whether the Plaintiff was reimbursed for them, and the Plaintiff's basis for identifying the prescriptions.

c) **Affidavit.** An affidavit signed by each Plaintiff and its counsel (i) attesting that the Plaintiff has complied with all requirements of the Fact Sheet attached as Exhibit A to the Court's Case Management Order No. 2, including as amended, if applicable; (ii) attesting that all records have been collected in compliance with this CMO; and (iii) attesting that all records collected have been produced pursuant to this CMO. If any of the documents or records described in this Section B do not exist, the signed affidavit by the Plaintiff and its counsel shall state that fact and the reasons, if known, why such materials do not exist.

d) **Expert Reports.** Each Plaintiff shall serve on counsel for the Applicable Defendants all case-specific expert report or reports executed by a qualified expert, under oath, in support of its public nuisance and any other claims being asserted and subject to the penalties of perjury (a "Case-Specific Expert Report"). The Case-Specific Expert Report(s) shall include all matter required to comply with Commercial Division Rule 13, New York law, and at least:

(vi) *Plaintiff's Information*. The Plaintiff's name;

(vii) *Expert's Information*. The name, professional address, and curriculum vitae of the expert, including a list of all publications authored by the expert within the preceding ten (10) years, and the foundation for the expert's opinion in relation to the expert's professional experience;

(viii) *Plaintiff's Records*. All records reviewed by the expert in preparation of the Case-Specific Expert Report;

(ix) *Reliance Materials*. All materials relied on by the expert in preparation of the Case-Specific Expert Report;

(x) *Locations*. If the Plaintiff is asserting a public nuisance claim, the location(s) where the Plaintiff alleges a public nuisance exists, including with specificity how Plaintiff has been affected by such public nuisance and copies of documents relied upon, if any, as evidence of such alleged effect.

(xi) *Subjects of Report(s)*. The Case-Specific Expert Report(s) must collectively include all matters on which the expert(s) intend to rely, including but not limited to the following:

(1) Whether the Plaintiff's records reviewed by the expert(s) indicate that the Plaintiff suffered any injury or damage and, if so, the nature of the alleged injury or damage;

(2) Whether the Plaintiff's records reviewed by the expert(s) indicate the existence of a nuisance and, if so, the nature of the nuisance;

(3) Whether the Plaintiff's records reviewed by the expert(s) indicate that the Applicable Defendants engaged in any wrongful conduct and, if so, the nature of that conduct;

(4) An opinion that there is in fact a causal relationship between the individual Plaintiff's claims and the Applicable Defendants' alleged conduct and the basis for that opinion;

(5) An opinion quantifying the relief requested by the Plaintiff, including any "abatement" relief, damages, and statutory penalties, with specific calculations and evidence for each component of such relief, prepared and sworn/affirmed to by such expert and subject to the penalties of perjury.

2. **Deadline to comply.**

a) For each Plaintiff with claims pending against the Applicable Defendants as of the entry of this CMO, the items required by Section B.1 shall be produced no later than [DATE], or ninety (90) days after the date such Plaintiff elects not to settle its claims, whichever is sooner.

b) For each Plaintiff with claims newly filed in or transferred to this proceeding against the Applicable Defendants after the entry of this CMO, the items required by Section B.1 shall be produced no later than ninety (90) days after the case is filed in or transferred to this proceeding.

3. **Failure to comply.**

a) Notice of Non-Compliance and Opportunity to Cure. If any Plaintiff fails to comply with any provision of this Order, the Applicable Defendants shall provide Plaintiff written notice of such non-compliance ("Notice of Non-Compliance") specifying the non-compliance. Upon receipt of a Notice of Non-Compliance, Plaintiff shall have sixty (60) days to cure its non-compliance specified in the Notice of Non-Compliance. During the period wherein non-compliance has not yet been cured, all litigation deadlines applicable to the Applicable Defendants, if any, including without limitation deadlines for discovery or to file and serve a pleading or motion responsive to a Plaintiff's complaint, shall be held in abeyance.

b) Failure to Cure. If, after the passage of sixty (60) days of service of a Notice of Non-Compliance, a Plaintiff fails to cure its non-compliance, upon application by the Applicable Defendants, the Plaintiff's claims, as well as any derivative claim(s), will be dismissed with prejudice as against the Applicable Defendants with no additional opportunities to cure its non- compliance beyond sixty (60) days of service of the Notice of Non-Compliance.

c) Extensions of Time. The Court, on motion and for good cause shown, may order an extension of the time to comply with this Order.

C. <u>Discovery on Statute of Limitations and Other Time-Based Defenses</u>

1. Plaintiffs must, within the time frames established by Section B.2, serve upon counsel for the Applicable Defendants an affidavit signed by the Plaintiff and its counsel providing the following information: (1) the date

the Plaintiff first learned that the harms alleged in its complaint may be related to the Applicable Defendants' conduct; (2) how the Plaintiff first learned the harms alleged in its complaint may be related to the Applicable Defendants' conduct; (3) the date the Plaintiff first spoke to or corresponded with an attorney about potential litigation in this matter; and (4) the date the Plaintiff first retained counsel for litigation in this matter. The Applicable Defendants are permitted to serve written discovery on each Plaintiff related to these topics (and others), and each such Plaintiff must respond to the discovery prior to any depositions related to these topics, provided that the Plaintiff shall have at least thirty (30) days to respond to such discovery.

D. <u>Expedited Discovery and Initial Frye and Dispositive Motion Practice</u>

1. The deadlines for production, discovery and motions provided in the following paragraphs shall not begin to run in a case against the Applicable Defendants prior to December 15, 2022.

2. If a Plaintiff complies with the production requirements outlined above in Sections B and C, then the Parties, as applicable, shall submit a proposed Scheduling Order to the Court that: (a) grants the Applicable Defendants one-hundred and eighty (180) days from the entry of the Scheduling Order to conduct additional fact discovery against the Plaintiff; (b) at the conclusion of fact discovery against the Plaintiff grants the Parties one-hundred and eighty (180) days for expert discovery against the Plaintiff; and (c) sets a schedule for initial summary judgment motions and Frye motions related to Plaintiffs' experts due one-hundred and twenty (120) days after depositions of Plaintiffs' expert finish, with twenty-eight (28) days for responses, and twenty-eight (28) days for replies.

3. During the expedited fact and expert discovery against the Plaintiff referred to immediately above, the Applicable Defendants are permitted to: serve written discovery related to the issues raised by the productions specific to the Plaintiff and take the depositions of fact and expert witnesses for the Plaintiff for up to seven hours each, with counsel for Applicable Defendants questioning first at each deposition. No discovery of the Applicable Defendants may be taken during the expedited discovery against Plaintiff absent prior leave granted by the Court upon a showing of good cause, including, but not limited to, how the Plaintiff would be

prejudiced by waiting to seek discovery from the Applicable Defendants until after the expedited fact discovery and expert discovery period against Plaintiff.

E. Additional Discovery and *Frye* and Dispositive Motion Practice

1. If a case survives the Applicable Defendants' initial Frye and summary judgment motions, the Court will set a Case Management Conference to determine whether any non-duplicative fact and expert discovery of the Applicable Defendants solely limited to Plaintiff (as opposed to "generic" discovery) is necessary and to discuss other case management issues, including additional Frye and summary judgment motions. The Court's use of the term "non-duplicative" with respect to fact and expert discovery against the Applicable Defendants is intended to express the Court's intention not to allow fact and expert discovery of the Applicable Defendants that is duplicative of discovery taken in the federal MDL or in the litigation involving the State of New York, Nassau and Suffolk Counties, or "generic" discovery of the Applicable Defendants that is not Plaintiff-specific.

2. The Court shall also set deadlines for the Applicable Defendants' expert reports, which shall be due no earlier than ninety (90) days from entry of the order deciding the Applicable Defendants' initial summary judgment and *Frye* motions. Depositions of the Applicable Defendants' experts shall be limited to the Applicable Defendants' experts' opinions that are specific to the Plaintiff.

3. The filing and briefing of summary judgment motions and Frye motions related to Plaintiff's experts after the expedited discovery against Plaintiff discussed above shall not prejudice or otherwise foreclose the opportunity for any Party (including the Applicable Defendants) or other defendant to file later, non-duplicative summary judgment and Frye motions after completing full fact and expert discovery. The Court's use of the term "non-duplicative" with respect to motion practice is intended to express the Court's intention not to permit later summary judgment motions concerning topics addressed in summary judgment motions filed at the conclusion

of the expedited discovery period against Plaintiff or Frye motions concerning Plaintiff experts addressed in Frye motions filed at the conclusion of the expedited discovery period against Plaintiff.

F. <u>Bellwether Selection and Trial</u>

1. If a case survives the Applicable Defendants' final summary judgment motions, the Court will set a Case Management Conference to set a schedule for bellwether selection, pretrial filings, and trial. Trial will not be scheduled against the Applicable Defendants until the Plaintiff's claims against all other defendants are resolved. The parties shall have at least nine (9) months after a ruling on final summary judgment motions and Frye motions to select bellwethers and prepare pretrial filings and for trial.
2. The foregoing provisions do not preclude any Party (including the Applicable Defendants) or other defendant from filing non-duplicative dispositive motions, including motions relating to personal jurisdiction.

SO ORDERED.

Dated: _____ _____

Hon. Nancy Quinn Koba, J.S.C.

Exhibit J
Payment Schedule

Payment Year	Additional Restitution Amount & All Attorneys' Fees & Costs Funds	Base Payments -45%	Incentives A, B, & C (maximum) -48%	Incentive D Part 1 (maximum) -3.50%	Incentive D Part 2 (maximum) -3.50%	Total Abatement	Product Cash Conversion	Overall Total
August 4, 2023	$4,351,330.01	$14,975,150.08				$14,975,150.08		**$19,326,480.09**
July 15, 2024	$4,351,330.01	$7,188,072.04	$7,787,078.04			$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2025	$4,351,330.01	$7,188,072.04	$7,787,078.04			$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2026	$4,351,330.01	$5,825,333.38	$7,787,078.04	$1,362,738.66		$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2027	$4,351,330.01	$5,825,333.38	$7,787,078.04	$1,362,738.66		$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2028	$4,351,330.01	$5,825,333.38	$7,787,078.04	$1,362,738.66		$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2029		$5,825,333.38	$7,787,078.04	$681,369.33	$681,369.33	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2030		$5,825,333.38	$7,787,078.04	$681,369.33	$681,369.33	$14,975,150.08	$1,322,606.27	**$16,297,756.35**

July 15, 2031		$5,825,333.38	$7,787,078.04	$681,369.33	$681,369.33	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2032		$5,825,333.38	$7,787,078.04	$681,369.33	$681,369.33	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2033		$5,825,333.38	$7,787,078.04		$1,362,738.66	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2034		$5,825,333.38	$7,787,078.04		$1,362,738.66	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2035		$5,825,333.38	$7,787,078.04		$1,362,738.66	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
Total	**$26,107,980.06**	**$87,604,627.97**	**$93,444,936.50**	**$6,813,693.29**	**$6,813,693.29**	**$194,676,951.04**	**$15,871,275.24**	**$236,656,206.34**

Exhibit K

Exhibit M to Teva Global Opioid Settlement Agreement

EXHIBIT M-1: PAYMENT SCHEDULE (Excluding Product)

Payment Year	Additional Restitution Amount & All Attorneys' Fees & Costs Funds	Base Payments (45%)	Incentives A, B, & C (maximum) (48%)	Incentive D Part 1 (maximum) (3.5%)	Incentive D Part 2 (maximum) (3.5%)	Total Abatement	Overall Total (Excluding Product)
Year 1 2023: Effective Date + 30 days	$65,834,268.34	$226,579,162.39	---	---	---	$226,579,162.39	$292,413,430.73
Year 2 July 15, 2024	$65,834,268.34	$108,757,997.98	$117,821,164.41	---	---	$226,579,162.39	$292,413,430.73
Year 3 July 15, 2025	$65,834,268.33	$108,757,997.98	$117,821,164.41	---	---	$226,579,162.39	$292,413,430.72
Year 4 July 15, 2026	$65,834,268.33	$88,139,294.18	$117,821,164.41	$20,618,703.80	---	$226,579,162.39	$292,413,430.72
Year 5 July 15, 2027	$65,834,268.33	$88,139,294.18	$117,821,164.41	$20,618,703.80	---	$226,579,162.39	$292,413,430.72
Year 6 July 15, 2028	$65,834,268.33	$88,139,294.17	$117,821,164.42	$20,618,703.80	---	$226,579,162.39	$292,413,430.72
Year 7 July 15, 2029		$88,139,294.16	$117,821,164.42	$10,309,351.90	$10,309,351.90	$226,579,162.38	$226,579,162.38
Year 8 July 15, 2030		$88,139,294.16	$117,821,164.42	$10,309,351.90	$10,309,351.90	$226,579,162.38	$226,579,162.38
Year 9 July 15, 2031		$88,139,294.16	$117,821,164.42	$10,309,351.90	$10,309,351.90	$226,579,162.38	$226,579,162.38
Year 10 July 15, 2032		$88,139,294.16	$117,821,164.42	$10,309,351.90	$10,309,351.90	$226,579,162.38	$226,579,162.38
Year 11 July 15, 2033		$88,139,294.16	$117,821,164.42	---	$20,618,703.80	$226,579,162.38	$226,579,162.38
Year 12 July 15, 2034		$88,139,294.16	$117,821,164.42	---	$20,618,703.80	$226,579,162.38	$226,579,162.38
Year 13 July 15, 2035		$88,139,294.16	$117,821,164.42	---	$20,618,703.80	$226,579,162.38	$226,579,162.38
Total	**$395,005,610.00**	**$1,325,488,100.00**	**$1,413,853,973.00**	**$103,093,519.00**	**$103,093,519.00**	**$2,945,529,111.00**	**$3,340,534,721.00**

NOTES:

1. All figures for the base and incentive payments are maximum figures that reflect the following:

   - The credits amount of $666,032,651 for prior settlements, including San Francisco, have already been applied.
   - An assumption that all Eligible States are Settling States.
   - An assumption that all incentives are earned.

2. The Additional Restitution Amount and the state and subdivision fees and costs amounts will be broken out into separate columns before the exhibit is finalized.

3. Any offsets under Section V.C for Non-Settling States would be deducted from the Base Payments and the maximum Incentive Payments (A, B & C and D) by subtracting from all payments the amount of the payment times the State Allocation Percentage assigned to each Non-Settling State in Exhibit F-2.

4. A schedule for Product is in Exhibit M-2 below. Settlement Product (and Settlement Product Cash Conversion Amount) are not included in this Exhibit M-1.

EXHIBIT M-2: PRODUCT PAYMENT SCHEDULE

Payment Year	Settlement Product Maximum (Valued at WAC)	Settlement Product Cash Conversion Maximum
Year 1 2023: Effective Date + 30 days	---	---
Year 2 July 15, 2024	$120,000,000.00	$20,000,000.00
Year 3 July 15, 2025	$120,000,000.00	$20,000,000.00
Year 4 July 15, 2026	$120,000,000.00	$20,000,000.00
Year 5 July 15, 2027	$120,000,000.00	$20,000,000.00
Year 6 July 15, 2028	$120,000,000.00	$20,000,000.00
Year 7 July 15, 2029	$120,000,000.00	$20,000,000.00
Year 8 July 15, 2030	$120,000,000.00	$20,000,000.00
Year 9 July 15, 2031	$120,000,000.00	$20,000,000.00
Year 10 July 15, 2032	$120,000,000.00	$20,000,000.00
Year 11 July 15, 2033	$120,000,000.00	$20,000,000.00
Year 12 July 15, 2034	---	$20,000,000.00
Year 13 July 15, 2035	---	$20,000,000.00
Total	**$1,200,000,000.00**	**$240,000,000.00**

NOTE: The Product Payment Schedule is showing the maximum amount of product offered (valued at WAC), which assumes all states choose to accept their full allotment of Settlement Product, and the maximum available Settlement Product Cash Conversion Amount, which assumes all states fully convert the Settlement Product to cash payments. The purpose of the chart is to show the periods of time in which Settlement Product or Settlement Product Cash Conversion would be provided and the maximum amount of each per payment year. Individual Settling States will choose between Settlement Product and Settlement Product Cash Conversion (or a mix of both). The maximum amount of Settlement Product available to each Individual Settling State measured in quantity of kits per payment

year is shown in Exhibit D, Schedule D-I. The deadlines in Exhibit D govern the Parties' Settlement Product obligations related to forecasting, ordering, shipment, and delivery. This chart should not suggest any obligation of Teva to provide both the maximum amount of product and the maximum amount of cash conversion.

Exhibit L

TEVA NEW YORK PREMIUM PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT

This Agreement sets forth the terms and conditions governing the sharing and allocation of funds between and among the State of New York and the New York Subdivisions (as defined below) received from Teva (as defined below) under the Premium Payment Portion of the New York Teva Opioids Settlement Agreement (defined below), which constitutes a "Statewide Opioids Settlement Agreement" as defined in N.Y. Mental Hyg. Law § 25.18(a)(8);

Whereas, the people of the State of New York and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by Teva;

Whereas, the State of New York and certain New York Subdivisions are engaged in litigation seeking to hold Teva accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York and the New York Subdivisions share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance, and malfeasance of Teva throughout the State of New York;

Now therefore, notwithstanding the New York Distributor Statewide Opioid Settlement Agreement, the New York Janssen Statewide Opioid Settlement Agreement, and the New York Allergan Statewide Opioid Settlement Agreement, the State of New York and the New York Subdivisions enter into this Agreement relating to the allocation, distribution, and use of the proceeds of the Premium Payment Portion of the New York Teva Opioids Settlement (as defined below).

I. DEFINITIONS

A. "Approved Uses" means any opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule D.

B. "Lead State Agency" means the New York State Office of Addiction Services and Supports. As provided for in Section V, The Lead State Agency will coordinate with the New York Department of Health, the New York Office of Mental Health, and the New York Division of Housing and Community Renewal, as well as other agencies, to expend and oversee funds from the Teva Opioid Settlement Fund.

C. The "Advisory Board" means the advisory board created and described by N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement.

D. "Direct Share Subdivision" means every county of the State of New York other than the County of Nassau, the County of Suffolk, and the City of New York.

E. "Large New York Cities" means New York cities other than New York City with a 2020 population of more than 90,000 – *i.e.*, the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers.

F. New York Allergan Statewide Opioid Settlement Agreement" means the Allergan New York Settlement Agreement, executed on December 8, 2021.

G. "New York Distributor Statewide Opioid Settlement Agreement" means the Distributors New York Settlement Agreement, executed on July 20, 2021.

H. "New York Janssen Statewide Opioid Settlement Agreement" means the Janssen New York Settlement Agreement, executed on June 25, 2021.

I. "New York Subdivisions" means each county, city, town, village or special district in New York.

J. "Opioid Settlement Funds" shall mean monetary amounts obtained through the Teva Opioid Settlement Agreement as defined in this Agreement.

K. "Teva" shall mean (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.

L. The "Premium Payment Portion" means the amounts paid pursuant to Sections III.A.1.b of the New York Teva Opioids Settlement Agreement.

M. "Parties" means the State of New York and the New York Subdivisions who execute this agreement.

N. "New York Teva Opioids Settlement Agreement" shall mean this settlement agreement jointly entered into by the State of New York and New York Subdivisions with Teva.

O. "Opioid Settlement Fund" means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Agreement.

II. GENERAL FINANCIAL AND STRUCTURE TERMS

A. **Scope of Agreement.** This Agreement applies to the Premium Payment Portion of the New York Teva Opioids Settlement Agreement.

B. **Allocation and Distribution of Funds for Restitution and Abatement**. Opioid Settlement Funds from the Premium Payment Portion of the New York Teva Opioids Settlement Agreement shall be allocated and distributed as follows:

1. **17.5%** to the State of New York (unless not in accordance with state law). The Office of the Attorney General shall have the discretion to allocate a portion of these funds to local governments not listed in the annexed allocation chart.

2. **16.39%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses. In combination, the amount of Regional Spending of the Opioid Settlement Fund committed to the Large New York Cities shall not be less than 1.89% of the total Opioid Settlement Funds and the amount of Regional Spending of the Opioid Settlement Fund committed to the other litigating municipalities listed in Schedule C shall not be less than 0.34% of the total Opioid Settlement Funds.

3. **22.89%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses and for Administration of the Opioid Settlement Fund.

4. **7.98%** to the Direct Share Subdivisions as "Direct Unrestricted Funds".

5. **9.75%** to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds").

6. **0.69%** to the Large New York Cities for spending on Approved Uses ("Large New York Cities Restricted Funds").

7. **24.80%** to the City of New York for spending on Approved Uses.

C. **Redistribution in Certain Situations**. In the event a New York Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that New York Subdivision shall be redistributed equitably based on the composition of the successor New York Subdivision. If a New York Subdivision for any reason is excluded from a specific Settlement, including because it does not execute a release as required by Section III.A, the allocation percentage for that New York Subdivision pursuant to Sections II.B.4, 5 and/or 6 shall be redistributed equitably among the participating New York Subdivisions.

D. **Direct Payment of Certain Funds**. All Opioid Settlement Funds allocated to the Direct Share Subdivisions, the Large New York Cities and the City of New York pursuant to Sections II.B.4, 5, 6 and 7 shall be paid directly and as promptly as reasonably practicable by Teva or the settlement fund administrator(s) to the Direct Share Subdivisions, the Large New York Cities, and the City of New York.

III. THE DIRECT SHARE SUBDIVISION AND CITY OF NEW YORK FUNDS

Distribution of the Direct Share Subdivision Funds. The Direct Unrestricted Funds and the Direct Restricted Funds shall be paid to the Direct Share Subdivisions that execute a release for the New York Teva Opioid Settlement Agreement, pursuant to Section II.B.4 and 5, and will be fully distributed among them pursuant to the allocation set forth in Schedule A to this Agreement. The Large New York Cities Restricted Funds shall be paid to the Large New York Cities that execute a release for the New York Teva Opioid Settlement Agreement, pursuant to Section II.B.6 and will be fully distributed among them pursuant to the allocation set forth in Schedule B to this Agreement.

Certification of Spending on Approved Uses. Each year, the Direct Share Subdivisions and the City of New York shall certify to the Lead State Agency and the Advisory Board that all funds distributed to them pursuant to Sections II.B.5 and 6 of this Agreement as well as under the Teva New York Global Payment Opioid Settlement Sharing Agreement, which were spent during the preceding year, were spent on projects and programs that constitute Approved Uses. These certifications shall be made by August 1 of each year following the year in which such funds were spent and shall be accompanied by a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs they have funded.

IV. THE OPIOID SETTLEMENT FUND

A. **Establishment of the Opioid Settlement Fund.**

1. Each year the Lead State Agency will allocate approximately **45**% of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions, Large New York Cities and other litigating municipalities of New York State, except New York City and the Counties of Nassau and Suffolk, pursuant to a commitment to spend in each the corresponding percentages shown in Schedule C. Of this amount, at least 1.89% of the total Opioid Settlement Funds received by New York shall be set aside for Large New York Cities and at least 0.34% of the total Opioid Settlement Funds received by New York shall be

set aside for the other litigating municipalities, as listed in Schedule C. Each New York Subdivision other than New York City and the Counties of Nassau and Suffolk may apply for and receive funds from the Opioid Settlement Fund, provided however, that each such Subdivision shall, as a condition to the receipt of these funds, certify at the end of each fiscal year during which it receives such funds that all funds provided to it under this provision of the Agreement were spent on projects and programs that constitute Approved Uses and provided that it complies with the reporting requirements set forth in Section IV.E.

2. Each year the Lead State Agency will set aside approximately **55**% of the Opioid Settlement Fund (20% of the total Opioid Settlement Funds) for spending by the Lead State Agency to (a) fund State projects that constitute Approved Uses, and (b) carry out the duties of the Lead State Agency and Advisory Board under this Agreement, including oversight and administration of the Opioid Settlement Fund and the Advisory Board. No more than 5% of the total Opioid Settlement Fund may be used in any fiscal year for oversight and administrative costs of the Opioid Settlement Fund and the Advisory Board.

B. **Approved Uses.** The Approved Uses are set forth in Schedule D below. The Advisory Board may recommend to the Legislature adding or removing Approved Uses in response to changing substance use disorder needs in the state. The Advisory Board may not recommend that Approved Uses be removed from the list of Approved Uses without the vote of three-fourths of the present members of the Advisory Board.

C. **Oversight and Auditing.** The Lead State Agency will engage in oversight and audits of projects and programs funded through the Opioid Settlement Fund.

D. **New York Subdivision Reporting**. Each New York Subdivision that receives funds from the Opioid Settlement Fund under this Agreement will annually provide to the Lead State Agency and Advisory Board a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs it has funded. Such accounting shall be provided by August 1 of each year following the year in which such funds were spent. The Lead Agency may withhold future funds from any New York Subdivision that is delinquent in providing this reporting, until the required report is submitted.

E. **Lead Agency Reporting.** The Lead State Agency and other relevant government commissioners, in consultation with the Advisory Board, will annually provide the Governor, Speaker of the Assembly, the Temporary President of the Senate, and other legislative leaders as provided by law, a written report, which, among other things, provides a detailed accounting of the previous year's spending of all monies in the Opioid Settlement Fund, any spending by the Direct Share Subdivisions pursuant to Section II.B.5, any spending by the Large New York Cities pursuant to Section II.6, and any spending by New York City pursuant to Section II.B.7, as well as an analysis and evaluation of the projects and programs so funded. This report shall be provided on or before November 1 of each year, beginning one year after the initial deposit of monies in the Opioid Settlement Fund. At the same time, in consultation with the Advisory Board, the Lead State Agency will report annually the results of research funded by funds from this Agreement, the status of any outstanding audits, and the non-binding recommendations of the Advisory Board.

V. THE ROLE OF THE ADVISORY BOARD

The Advisory Board established pursuant N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement will constitute the Advisory Board for this agreement.

VI. RETENTION OF JURISDICTION

The Supreme Court, County of Nassau, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES
Attorney General of the State of New York

By: _____ Date: 11/03/22
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VI. RETENTION OF JURISDICTION

The Supreme Court, County of Nassau, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES
Attorney General of the State of New York

By: _____ Date:_____
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jconroy@simmonsfirm.com

ADDITIONAL SIGNATORIES:

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Counsel for _____

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Counsel for _____

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Counsel for _____

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Schedule A

Allegany	0.492651319%
Cattaraugus	0.885804166%
Chautauqua	1.712744591%
Erie	13.981832649%
Niagara	3.416877066%
Western Region	**20.489909791%**
Genesee	0.710630089%
Livingston	0.678797077%
Monroe	9.384433024%
Ontario	1.309944722%
Orleans	0.412856571%
Seneca	0.386847050%
Wayne	0.994089249%
Wyoming	0.411657124%
Yates	0.247909288%
Finger Lakes Region	**14.537164194%**
Broome	2.790673871%
Chemung	1.231939720%
Chenango	0.516475286%
Delaware	0.549364256%
Schuyler	0.208248729%
Steuben	1.137138754%
Tioga	0.542347836%
Tompkins	1.177586745%
Southern Tier Region	**8.153775199%**
Cayuga	0.903523653%
Cortland	0.541036257%
Madison	0.810595101%
Onondaga	6.323758786%
Oswego	1.549495093%
Central NY Region	**10.128408890%**
Fulton	0.462070473%
Herkimer	0.658308079%
Montgomery	0.453395949%
Oneida	2.826733181%

Otsego	0.670962131%
Schoharie	0.277769778%
Mohawk Valley Region	**5.349239592%**
Clinton	0.831513299%
Essex	0.367293246%
Franklin	0.457353060%
Hamilton	0.030269643%
Jefferson	1.273686826%
Lewis	0.251124198%
St. Lawrence	1.234262202%
North Country Region	**4.445502475%**
Albany	2.791375201%
Columbia	0.656790382%
Greene	0.793267678%
Rensselaer	1.270734936%
Saratoga	1.679317072%
Schenectady	1.217397796%
Warren	0.612162823%
Washington	0.479903545%
Capital Region	**9.500949434%**
Dutchess	4.381104459%
Orange	5.187725669%
Putnam	1.184886753%
Rockland	3.081816868%
Sullivan	1.888626559%
Ulster	2.462996041%
Westchester	9.207894077%
Mid-Hudson Region	**27.395050426%**

Schedule B

Albany	**6.69566439%**
Buffalo	**33.53818545%**
Rochester	**22.51041501%**
Syracuse	**15.16878370%**
Yonkers	**22.08695145%**

Schedule C

Western Region	**17.702081918%**
Finger Lakes Region	**12.559258389%**
Southern Tier Region	**7.044384186%**
Central NY Region	**8.750352037%**
Mohawk Valley Region	**4.621429690%**
North Country Region	**3.840653755%**
Capital Region	**8.208263818%**
Mid-Hudson Region	**23.667718977%**
Albany	**0.772105290%**
Buffalo	**3.867429560%**
Rochester	**2.595770859%**
Syracuse	**1.749176400%**
Yonkers	**2.546939490%**
Amherst Town	**0.245448607%**
Amsterdam City	**0.044507465%**
Auburn City	**0.141444557%**
Cheektowaga Town	**0.060164531%**
Geneva City	**0.058136132%**
Herkimer Village	**0.025864082%**
Ithaca City	**0.119355968%**
Lackawanna City	**0.034046116%**
Lancaster Town	**0.039745967%**
Mount Vernon City	**0.076705358%**
Ogdensburg City	**0.033771645%**
Plattsburgh City	**0.049991967%**
Poughkeepsie City	**0.222941118%**
Rome City	**0.116809770%**
Saratoga Springs City	**0.105585390%**
Schenectady City	**0.123453584%**
Tonawanda Town	**0.063690259%**
Troy City	**0.179747858%**
Utica City	**0.333025258%**

Schedule D – Approved Uses

II. TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:

   f. Medication-Assisted Treatment (MAT);

   g. Abstinence-based treatment;

   h. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   i. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or

   j. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or undeserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received Naloxone to reverse the

effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for

compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

II. PREVENTION

A. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information,

including but not limited to:

a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educating Dispensers on appropriate opioid dispensing.

B. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engaging non-profits and faith community as a system to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

C. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

III. OTHER STRATEGIES

A. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

B. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programing.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

C. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

D. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Research on expanded modalities such as prescription methadone that can expand access to MAT.

8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

E. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.

5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.

6. Indigent burial for unclaimed remains resulting from overdose deaths.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.

8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.