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IN RE REGLAN LITIGATION

Applicable to All Cases

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

Case No. 289

CIVIL ACTION

MASTER DOCKET: MID-L-10165-14

AGREED ORDER RE: APPLICATION OF EXECUTED JOINT STIPULATION AND AGREEMENT RE: DECEASED PLAINTIFFS AND REPRESENTATIVE CLAIMANT SWORN STATEMENT: DECEASED CLAIMANT FORMS TO TEVA/PLIVA SETTLING DEFENDANTS

THIS MATTER having been opened to the Court upon joint application by Oshman and Mirisola, LLP, counsel for plaintiffs; Goodwin Procter LLP, counsel for Defendants Teva Pharmaceuticals USA, Inc.; Teva Pharmaceutical Industries, Ltd.; Teva Parental Medicines, Inc.; Goldline Laboratories, Inc.; Ivax Pharmaceuticals, Inc.; Teva Neuroscience, Inc.; and UDL Laboratories, Inc./Mylan; and Goldberg Segalla LLP, counsel for Defendants PLIVA, Inc.; Barr Laboratories, Inc.; Barr Pharmaceuticals, LLC; Duramed Pharmaceuticals, Inc. (n/k/a Teva Women's Health, Inc.); PLIVA, d.d.; Watson Laboratories, Inc.; Watson Pharmaceuticals, Inc.; Watson Pharma, Inc. n/k/a Actavis, Inc.; and Watson Pharma Private, Ltd., and the Court has been advised of all of the following facts:

1. On January 12, 2017, the Plaintiffs' Steering Committee and Defendants Teva Pharmaceuticals USA, Inc.; Teva Pharmaceutical Industries, Ltd.; Barr Laboratories, Inc.; Barr Pharmaceuticals, LLC; Duramed Pharmaceuticals, Inc. (n/k/a Teva Women's Health, Inc.); Goldline Laboratories, Inc.; Ivax Pharmaceuticals, Inc.; PLIVA, Inc.; PLIVA, d.d.; Teva Parental Medicines, Inc.; Teva Neuroscience, Inc.; UDL Laboratories, Inc./Mylan; Watson Laboratories, Inc.; Watson Pharmaceuticals, Inc.; Watson Pharma, Inc. n/k/a Actavis, Inc.; and Watson Pharma Private, Ltd.; (collectively, the "Teva/PLIVA Settling Defendants") entered into a Confidential Term Sheet with the intention of resolving, *inter alia*, all claims asserted by plaintiffs against the Teva/PLIVA Settling Defendants, including those claims asserted in this multicount proceeding. Among other terms, the Confidential Term Sheet requires the Teva/PLIVA Settling Defendants to fund the settlement if a requisite percentage (95%) of plaintiffs nationwide agrees to participate in the global settlement and provide executed releases acceptable to the Teva/PLIVA Settling Defendants.

2. Plaintiffs previously entered into global settlements with defendant Schwarz Pharma, Inc. ("Schwarz") and with certain other defendants (the "Prior Settling Defendants"). Like plaintiffs' settlement with the Teva/PLIVA Settling Defendants, plaintiffs' earlier settlements with Schwarz and the Prior Settling Defendants provided the defendants were not required to fund the settlement unless and until a requisite percentage of plaintiffs agreed to participate in the settlement and provided acceptable releases. However, delays in the funding occurred when questions arose as to whether the persons signing the releases on behalf of the deceased plaintiffs' estates possessed the proper authority to sign such releases.

3. To address questions regarding the authority of certain persons to execute releases and other settlement documentation for plaintiffs who are deceased, plaintiffs, Schwarz, and the Prior Settling Defendants reached certain agreements memorialized in a document entitled "Joint Stipulation and Agreement Re: Deceased Plaintiffs" (the "Joint Stipulation") (Exhibit A). The Joint Stipulation provides that it "is only available to Plaintiffs who have yet to file necessary documents related to representative capacity and who are receiving less than $50,000 in settlement proceeds." It also attaches as Attachment 1 a list of the settling defendants to whom it applies. That list includes Schwarz and the Prior Settling Defendants, but not the Teva/PLIVA Settling Defendants because plaintiffs had not yet negotiated a global settlement with the Teva/PLIVA Settling Defendants at the time the Joint Stipulation was prepared.

4. The Joint Stipulation defines a "Deceased Claimant" as any plaintiff who "(a) was deceased at the time the Reglan/Metoclopramide Settlement Program was established or (b) died after enrolling in the Reglan/Metoclopramide Settlement Program." The Joint Stipulation further defines a "Representative Claimant" as "the person who has asserted, or can assert, a claim on behalf of a Deceased Claimant's estate, heirs, and beneficiaries in connection with the

Reglan/Metoclopramide Settlement Program." The Joint Stipulation divides Representative Claimants into three groups: (1) persons who already have been appointed as the personal representative, administrator, or other position of authority to act on behalf of the Deceased Claimant and his/her estate under applicable state law and who submit the court order, letters of administration, letters testamentary or other document evidencing such appointment; (2) persons who have not yet been so appointed but have been named as the executor or executrix of the Deceased Claimant's estate under the last will and testament of the Deceased Claimant and who submit to BrownGreer PLC (the claims administrator for the Reglan/Metoclopramide Settlement Program) copies of the Deceased Claimant's will and a "Representative Claimant Sworn Statement: Deceased Claimant" (the "Representative Claimant Sworn Statement") (Exhibit B); and (3) other persons who apply to act as representatives of deceased plaintiffs and who submit to BrownGreer a Representative Claimant Sworn Statement.

5. Pursuant to the terms of the Joint Stipulation, both it and the Representative Sworn Statement certify that the Representative Claimant and his/her counsel (i) will comply with any and all provisions of state and federal law applicable to the claim regarding the compromise and distribution of the proceeds of the settlement of a survival or wrongful death claim to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments; and (ii) will indemnify, defend and hold harmless Schwarz and the other defendants listed on Attachment 1 to the Joint Stipulation (i.e., the Prior Settling Defendants) and all related entities described in their respective master settlement agreements, their attorneys, insurers, agents and representatives from any and all claims, demands, and expenses of any kind, arising out of the compromise and distribution of the proceeds of the settlement of such a survival or wrongful death claim. The Joint Stipulation also provides that

the Deceased Claimant and/or Representative Claimant bear full responsibility for resolution of any medical liens of the Deceased Claimant and have or will be resolving those liens pursuant to procedures agreed to with the Settling Defendants and that nothing in the Joint Stipulation alters those procedures or abrogates the responsibility of the Deceased Claimant and/or Representative Claimant to resolve such medical liens and to indemnify and hold harmless the Settling Defendants from any claims by any third party seeking satisfaction of any such medical liens. The Joint Stipulation is signed by both the Representative Claimant and the Representative Claimant's counsel.

6. The Representative Claimant Sworn Statement is signed only by the Representative Claimant. In the first three sections of the form (Parts A, B & C), the Representative Claimant provides factual information regarding the Deceased Claimant, the Representative Claimant, and the heirs and beneficiaries of the Deceased Claimant. In the final section (Part D), the Representative Claimant makes the following certifications, under penalty of perjury: (i) the Representative Claimant has the authority to sign forms and other documents required in connection with the submission and review of any claim under the Reglan Settlement Program on behalf of the Deceased Claimant and the Deceased Claimant's estate; (ii) the information provided in the statement is true and correct; (iii) the Representative Claimant will comply with any and all provisions of state and federal law applicable to the Deceased Claimant's claim regarding the compromise and distribution of the proceeds of the settlement of a survival or wrongful death claim to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments; (iv) every person who has a legal right to share in the proceeds of any settlement payment on the Deceased's Claimant's claim has been notified of the settlement and, to the Representative Claimant's knowledge, no person who

has a legal right potentially to share in the proceeds of any settlement payment objects to the Representative Claimant's appointment as such; and (v) the Representative Claimant will indemnify, defend and hold harmless Schwarz and the other defendants listed on Attachment 1 to the Joint Stipulation (i.e., the Prior Settling Defendants) and all related entities described in their respective master settlement agreements, their attorneys, insurers, agents and representatives – as well as the Claims Administrator, the Special Master, and the Plaintiffs' Steering Committee – from any and all claims, demands, and expenses of any kind, arising out of the compromise and distribution of the proceeds of the settlement of such a survival or wrongful death claim.

7. Plaintiffs and the Teva/PLIVA Settling Defendants agree that (1) the same procedures and agreements contained in the Joint Stipulation and the Representative Claimant Sworn Statement form should be utilized by Deceased Claimants/Representative Claimants who have agreed to participate in the global settlement with the Teva/PLIVA Settling Defendants, and (2) any Representative Claimant who previously executed or was eligible to execute such forms for use in the settlements with the Prior Settling Defendants is eligible to use the same forms (as amended by the procedure set forth in this agreed Order) in the global settlement with the Teva/PLIVA Settling Defendants. To achieve that end result, the Teva/PLIVA Settling Defendants are entitled to receive the same representations and protections afforded to Schwarz and the Prior Settling Defendants as set forth in the Joint Stipulation and Representative Claimant Sworn Statement form.

8. On November 20, 2017, a copy of this [proposed] Order was posted by BrownGreer on its portal accessible to plaintiffs' counsel and was circulated by the Plaintiffs' Steering Committee to all plaintiffs' counsel for Representative Claimants, with a written notation that the [proposed] Order would be submitted to this Court ten (10) business days from

the posting and circulation of the [proposed] Order. The posted and circulated [proposed] Order also were accompanied by a directive from Special Master Hon. John K. Trotter (Ret.) (appointed by the Superior Court of California, County of San Francisco, in another metoclopramide coordinated proceeding) that (i) prior to the expiration of that 10-business day period, any Representative Claimant who objects to the submission of the [proposed] Order to this Court must so notify Special Master Trotter in writing of such objection, and (ii) Justice Trotter will notify the Court if any objections were received and, if so, a list of objecting Representative Claimant(s). Attached as Exhibit C is a declaration from the Plaintiffs' Steering Committee that a copy of this [proposed] Order was posted on the BrownGreer portal and circulated to all plaintiffs' counsel for Representative Claimants as set forth in this paragraph, and attached as Exhibit D is a declaration by Special Master Trotter as to whether any objections were received and, if so, by which Representative Claimant(s).

IT IS HEREBY ORDERED, based on the above facts, and pursuant to the agreement of plaintiffs and the Teva/PLIVA Settling Defendants, as follows:

1. The list of settling Defendants identified in Attachment 1 to the Joint Stipulation form previously executed by each of the Representative Claimants is amended to include the following additional entities: Teva Pharmaceuticals USA, Inc.; Teva Pharmaceutical Industries, Ltd.; Barr Laboratories, Inc.; Barr Pharmaceuticals, LLC; Duramed Pharmaceuticals, Inc. (n/k/a Teva Women's Health, Inc.); Goldline Laboratories, Inc.; Ivax Pharmaceuticals, Inc.; PLIVA, Inc.; PLIVA, d.d.; Teva Parental Medicines, Inc.; Teva Neuroscience, Inc.; UDL Laboratories, Inc./Mylan; Watson Laboratories, Inc.; Watson Pharmaceuticals, Inc.; Watson Pharma, Inc. n/k/a Actavis, Inc.; and Watson Pharma Private, Ltd. (collectively, the "Teva/PLIVA Settling Defendants").

2. All representations and obligations contained in both the Joint Stipulation and the Representative Claimant Sworn Statement forms executed by each Representative Claimant is deemed to have been made and provided to the Teva/PLIVA Settling Defendants as if the Teva/PLIVA Settling Defendants had been included in Attachment 1 to the Joint Stipulation executed by each Representative Claimant at the time the Joint Stipulation and the Representative Claimant Sworn Statement were executed by each Representative Claimant and Representative Claimant's counsel.

3. By agreement of plaintiffs and the Teva/PLIVA Settling Defendants, any Representative Claimant who previously executed or was eligible to execute the Joint Stipulation and Representative Claimant Sworn Statement for use in the settlements with the Prior Settling Defendants is eligible to use the same forms (as amended by the procedure set forth in this Order and any subsequent Order by this Court) in the global settlement with the Teva/PLIVA Settling Defendants.

4. This Order will be effective 14 days after signature by the Court on the date set forth below. If any Representative Claimant wishes to opt out of the application of this Order to him/her, the Representative Claimant shall take one of the following two actions prior to the expiration of the 14-day period before the effective date of this Order: (a) the Representative Claimant shall provide to BrownGreer (the Reglan/Metoclopramide Settlement Program claims administrator) a copy of the court order, letters of administration, letters testamentary or other document, issued by a court or other appropriate official, evidencing the Representative Claimant has been appointed as the personal representative, administrator, or other position with the authority act on behalf of the Representative Claimant's Deceased Claimant (as defined in the Joint Stipulation) and the Deceased Claimant's estate under applicable state law; or (b) the

Representative Claimant and Representative Claimant's counsel shall execute a new Joint Stipulation and Agreement re: Deceased Plaintiffs form that includes the Teva/PLIVA Settling Defendants in Attachment 1 to the form, and the Representative Claimant shall execute a new Representative Claimant Sworn Statement: Deceased Claimant form. If the Representative Claimant does not take one of the two listed actions prior to the expiration of the 14-day period before the effective date of this Order, the Order shall apply to that Representative Claimant.

Pursuant to R. 4:42-1(c), unless this Court is notified in writing of specific objections thereto within 5 days after such service, the Order will be signed. If objection is made, this matter may be listed for hearing in the discretion of the Court.

On behalf of plaintiffs, I hereby consent to the form, substance, and entry of this Order. **Oshman & Mirisola, LLP** By: */s/ Theodore Oshman* Theodore Oshman, Esq. Oshman & Mirisola, LLP 42 Broadway New York, New York 10004-1617 (212) 233-2100 toshman@oshmanlaw.com *Attorneys for Plaintiffs*	

On behalf of Defendants Teva Pharmaceuticals USA, Inc.; Teva Parental Medicines, Inc.; Goldline Laboratories, Inc.; Ivax Pharmaceuticals, Inc.; Teva Neuroscience, Inc.; and UDL Laboratories, Inc./Mylan. I hereby consent to the form, substance, and entry of this Order. **Goodwin Procter LLP** By: */s/ Kate D. Seib* Kate D. Seib, Esq. (Attorney I.D. No. 019702006) Jonathan I. Price, Esq. Goodwin Procter LLP The New York Times Building 620 8th Avenue New York, New York 10018 (212) 459-7039 kseib@goodwinlaw.com jprice@goodwinprocter.com *Attorneys for Defendants Teva Pharmaceuticals USA, Inc.; Teva Parental Medicines, Inc.; Goldline Laboratories, Inc.; Ivax Pharmaceuticals, Inc.; Teva Neuroscience, Inc.; and UDL Laboratories, Inc./Mylan*	**On behalf of Defendants PLIVA, Inc.; Barr Laboratories, Inc.; Barr Pharmaceuticals, LLC; Duramed Pharmaceuticals, Inc. (n/k/a Teva Women's Health, Inc.); and Watson Laboratories, Inc., I hereby consent to the form, substance, and entry of this Order.** **Goldberg Segalla** By: */s/ H. Lockwood Miller, III* H. Lockwood Miller III, Esq. (Attorney I.D. No. 03561194) Anita Hotchkiss, Esq. (Attorney I.D. No. 108491975) Goldberg Segalla 902 Carnegie Center, Suite 100 Princeton, NJ 08540-6530 (609) 986-1300 hmiller@goldbergsegalla.com Ulmer & Berne LLP By: */s/ Frederick M. Erny* Frederick M. Erny, Esq. Ulmer & Berne LLP 600 Vine Street, Suite 2800 Cincinnati, OH 45202-2409 (513) 698-5144 ferny@ulmer.com *Attorneys for Defendants PLIVA, Inc.; Barr Laboratories, Inc.; Barr Pharmaceuticals, LLC; Duramed Pharmaceuticals, Inc. (n/k/a Teva Women's Health, Inc.); and Watson Laboratories, Inc.*

SO ORDERED.

DATED: December 21, 2017

Honorable James F. Hyland, J.S.C.

Opposed ☐

Unopposed ☑