

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE METFORMIN MARKETING AND
SALES PRACTICES LITIGATION

.
.
. Case No. 20-cv-02324
.
. Newark, New Jersey
. April 24, 2026
.

TRANSCRIPT OF PRELIMINARY APPROVAL OF SETTLEMENT HEARING
BEFORE THE HONORABLE MICHAEL A. HAMMER
UNITED STATES MAGISTRATE JUDGE

APPEARANCES (the parties appeared via video conference):

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24
25

1 (Commencement of proceedings)

2

3 THE COURT: Okay. We have everybody. And I
4 believe we are on the record. All right.

5 So this is In re Metformin Marketing and Sales
6 Practices Litigation, 20-2324. Let's start with -- we're
7 here for a preliminary hearing concerning the settlement
8 agreements that the parties have submitted -- one as between
9 the plaintiffs, both the consumer plaintiffs and the
10 third-party plaintiffs, on the one hand, and the Teva
11 entities, including Teva Pharmaceuticals, Actavis and Actavis
12 LLC. And then the second settlement agreement is between
13 those same plaintiffs and Granule -- the Granules, Heritage
14 entities.

15 So let's start with plaintiff's counsel, please.

16 MR. ROBERTS: Good afternoon, Your Honor. Max
17 Roberts of Bursor & Fisher for the plaintiffs and one of the
18 proposed class counsel.

19 THE COURT: Thank you.

20 And who else do we have for plaintiffs? Anyone?

21 MR. ECKLUND: Good afternoon, Your Honor. Don
22 Ecklund from Carella Byrne. And I am joined remotely by
23 David Stanoch, Janpaul Portal, Conlee S. Whiteley, and
24 Michael Fitzgerald for the plaintiffs.

25 But Mr. Roberts will be handling the arguments

1 today.

2 THE COURT: All right, that's fine.

3 MR. HONIK: Your Honor, Ruben Honik is here for
4 plaintiffs as well. I will not be speaking.

5 MR. ECKLUND: I apologize, Ruben. I didn't see you
6 there.

7 MR. HONIK: No problem.

8 THE COURT: All right. Great. Thank you.

9 And how about -- why don't we start with Teva
10 entities counsel.

11 MS. GANNON: Hi. Good afternoon, Your Honor.
12 Christine Gannon from Walsh Pizzi O'Reilly Falanga on behalf
13 of Teva Pharmaceuticals USA Inc.; Actavis Pharma Inc.; and
14 Actavis LLC.

15 THE COURT: All right. Thank you.

16 And do we have other counsel with you, Ms. Gannon,
17 for the Teva entities?

18 MS. GANNON: Just me today, Your Honor.

19 THE COURT: Okay. Well, always more than enough.
20 All right. In a good way. In a good way.

21 All right.

22 So how about for Granules and Heritage?

23 MR. BLOCK: Hi. Good afternoon, Your Honor. This
24 is Asher Block of Lewis, Brisbois Bisgaard & Smith on behalf
25 of Granules USA Inc.; Granules Pharmaceuticals, Inc.; and

1 Heritage Pharmaceuticals, Inc.

2 THE COURT: All right.

3 And then, Mr. Block, same question: Do we have any
4 other counsel with you today, or is it just you?

5 MR. BLOCK: We do not. Just me.

6 THE COURT: All right. That's fine.

7 And I don't know whether there are any other
8 counsel that want to enter their appearance? No.

9 All right. Well, welcome.

10 And again, kudos to all of you for working through
11 this. I want to say that at the outset.

12 So -- so, as I see it, there's two things that I
13 wanted to address. In terms of the settlement itself, the
14 Rule 23 factors, I think this easily passes muster,
15 particularly from the preliminary hearing standpoint where
16 the question is always not final approval, but whether there
17 are, you know, quote, unquote, obvious deficiencies. And I
18 think this easily passes the mark.

19 And I'll make -- at least again, because it's a
20 preliminary hearing, I'll cover that in sort of an overview
21 fashion as opposed to the final hearing where I make much
22 more particularized arguments.

23 I did have -- so the only question, I have a couple
24 of questions about notice. So the substance of the
25 settlement and the propriety of the settlement, I'm fully

1 prepared to grant preliminary approval.

2 But there are a couple of things with the
3 deadlines, long form notice, and the process by which
4 putative members can either opt out or object that I wanted
5 to just cover with the parties so that what the order says
6 and what the class is being told in the long form notice are
7 consistent.

8 And then just having a clear understanding of
9 deadlines because one of the things I always like to have --
10 and I didn't see it in the proposed order here -- is just
11 like a full schedule from, you know, my approval through to
12 A.B. Data disseminating notice all the way up to the final
13 approval hearing.

14 And I understand a lot of those dates are going to
15 be contingent on the final approval hearing. So I thought we
16 would talk through that and then perhaps the parties could
17 just supplement the form of order with, you know, just
18 essentially a table with the full schedule -- I don't know --
19 early next week. All right?

20 So which do -- understanding that I do find this
21 case meets the standard for certification as a settlement
22 class under Rule 23(b) and that the settlement is
23 appropriate, do the parties have a preference as to whether I
24 make those findings first, and then we get to notice? Or do
25 you want to deal with the notice issues and get those out of

1 the way first?

2 MR. ROBERTS: I guess from the plaintiff's side,
3 why -- our preference would be, Your Honor, for you to just
4 make the findings first, and then we can deal with whatever's
5 left over.

6 I don't know if anyone else disagrees.

7 MS. GANNON: No objection to that, Your Honor.

8 MR. BLOCK: No objection, Your Honor.

9 THE COURT: Let me dive right in. I'll start with
10 a couple of familiar maxims. First, under Rule 23, and
11 certainly within the Third Circuit, there's a strong judicial
12 policy favoring class action settlements. See In re NFL
13 Players Concussion Injury Litigation, 775 F.3d 570 at 582 to
14 83 (3d Cir. 2014). Because we're at the preliminary approval
15 stage, the Court must determine only whether the proposed
16 settlement is within the range of possible approval under
17 Rule 23(e)(2), essentially whether there are any quote,
18 unquote, obvious deficiencies that should give the Court
19 pause. See Rubenstein, Newberg and Rubenstein on Class
20 Actions, Section 13:13 (6th Ed.) (2024). So I must first
21 determine whether I'm likely able to approve the proposal
22 under Rule 23(e)(2) and then certify the class or determine
23 also whether I can certify the class.

24 Having considered all of the factors under
25 Rule 23(e)(2), which governs final approval, but from the

1 standpoint of preliminary approval, I find that those
2 elements of Rule 23(e)(2) are satisfied.

3 First, the class representatives and class counsel
4 have certainly adequately represented the class. This has
5 been -- Well, actually, let me take a step back and just
6 define the settlement classes.

7 The two proposed settlement classes essentially are
8 similar with the defendants being different. It encompasses
9 all individuals and entities in the United States and its
10 territories and possessions who paid any amount of money for
11 a metformin-containing drug intended for personal or
12 household use that was manufactured, distributed, or sold by
13 Teva during the specified settlement class period. The other
14 settlement class is essentially the same language except
15 whether it was manufactured, distributed, or sold by Granules
16 and Heritage during the specified settlement class period.

17 Here, as I said, counsel and the class
18 representatives have adequately represented the class. This
19 matter has been through several rounds of Rule 12 motion
20 practice. There have been vigorous efforts to obtain
21 discovery to inform counsel and the class representatives
22 about an appropriate settlement so that they could fully
23 assess that against the costs, risks, and delay of trial and
24 appeal.

25 And the remaining factors as well under Rule

1 23(e) (2) are readily satisfied for the reasons I'll discuss
2 in the context of the fairness of the settlement.

3 I also find that it's appropriate under Rule 23(a)
4 to certify a settlement class. This is actually quite easy
5 given the scope of this case. For example, within the Third
6 Circuit on the numerosity element under Rule 23(a)(1), the
7 Third Circuit has consistently instructed that classes
8 exceeding 40 are sufficiently numerous. Here, there are
9 potentially thousands of members of the settlement class.

10 Commonality is also satisfied because the
11 allegations of the defendants' alleged or conduct essentially
12 are uniform. In short, the class plaintiffs alleged that the
13 defendants manufactured, distributed, or sold
14 metformin-containing drugs that were adulterated, misbranded,
15 or otherwise unmerchantable due to nitrosamine -- or NDMA --
16 contamination and failures in good manufacturing practices
17 compliance.

18 The defendants further -- I'm sorry.

19 The plaintiffs further allege that the defendants
20 misrepresented the safety and purity of the
21 metformin-containing drugs and also made material omissions
22 concerning their safety. Those factual and legal issues are
23 common to all members of the settlement class.

24 Similarly, the claims that the plaintiffs allege
25 concerning the defendants' breaches of warranties and

1 violations of consumer protection statutes give rise to
2 common issues of fact and law.

3 Typicality and adequacy under Rule 23(a)(3) and
4 (a)(4) are satisfied because the claims of the class
5 plaintiffs and the settlement classes arise from identical
6 alleged conduct; again, the sale of allegedly adulterated,
7 misbranded, and unapproved metformin-containing drugs that
8 were designed, manufactured, marketed, distributed, packaged,
9 and/or ultimately sold by Teva or Granules and Heritage. The
10 purported contamination or other related defects are alleged
11 to have uniformly affected the class plaintiffs and the
12 settlement classes who purchased or were reimbursed for
13 Teva's or Granules and Heritage MCDs.

14 Rule 23(a)(4) requires the representative parties
15 to fairly and adequately protect the interests of the class.

16 Here, I find that class counsel are well qualified
17 to represent the interests of the settlement class both from
18 having presided as the magistrate judge over this litigation
19 for six years now through case management, discovery
20 litigation of discovery issues, settlement discussions, and
21 having witnessed the counsel's litigation in the Rule 12
22 motions before Judge Arleo, and from having worked with them
23 in other cases. I can very confidently assess that they are
24 extremely well experienced in class actions in general,
25 pharmaceutical class action litigation in particular, and

1 have represented the class and been appointed as class
2 counsel in numerous cases both within this District, within
3 the Third Circuit, and within the United States. They've
4 litigated this matter vigorously.

5 In terms of the second step of that analysis, the
6 class plaintiffs are not pursuing any unique claims or
7 seeking damages that are distinct from those of the
8 settlement class, and the class plaintiffs assess -- and I
9 see no reason to disagree -- that there are any defenses that
10 would be unique that could undermine their ability to serve
11 as representatives for the settlement classes.

12 Moreover, the settlement classes are readily
13 ascertainable, although that's not an explicit requirement
14 under Rule 23. As counsel note in their briefing, courts
15 have essentially inferred a requirement to find
16 ascertainability.

17 Here, that is easily satisfied. The settlement
18 class definitions provide objective criteria to identify the
19 members; in particular, the payment of money for an MCD that
20 was manufactured, distributed, or sold by Teva or Granules,
21 Heritage during the relevant settlement class period. The
22 review of claims and pharmaceutical data can be used to
23 identify and confirm membership in the settlement classes and
24 allow for the recording of exclusions to the settlement
25 classes. Therefore, ascertainability is satisfied.

1 I'm also satisfied that the factors under
2 Rule 23(b) have been met. First, there are common legal and
3 factual issues that predominate over any individual issues.
4 In this inquiry, generally, focusing on the defendants'
5 conduct is critical. Predominance is normally satisfied for
6 settlement purposes when the claims arise out of the
7 defendant's common conduct.

8 That's easily satisfied here for the same reasons
9 that commonality under Rule 23(a) is satisfied. Again, the
10 focus is on the defendants' manufacturing, distribution, and
11 sales of metformin-containing drugs that plaintiffs allege
12 were adulterated or misbranded because of NDMA contamination
13 and best practices production practices failures. There are
14 also uniform questions concerning the representations that
15 the defendants made concerning the quality or CGMP compliance
16 and the metformin-containing drugs.

17 Similarly, superiority under Rule 23(b)(3) is
18 satisfied. I don't think anyone could seriously dispute that
19 certification of a settlement class is a far superior method
20 to individual and much smaller lawsuits across all of these
21 settlement class members. The burden on the courts would be
22 unimaginable if each member of the settlement class pursued
23 individual litigation in terms of filing separate suits in
24 multiple jurisdictions, which in turn, of course, would
25 overly burden the courts with individual motion practice in

1 trials and likely prove too costly or otherwise burdensome
2 for many of those individuals.

3 In terms of the settlement agreements in particular
4 under Rule 23(e), first, I readily find, because I'm familiar
5 with the manner in which the parties have litigated this
6 action, that they have negotiated each settlement separately
7 and at arm's length and that the discussions were well
8 informed by discovery. As I've already noted, interim class
9 counsel have extensive experience in class action, in
10 particular pharmaceutical class action litigation. And, in
11 fact, given the size and scope of the settlement classes,
12 it's likely that a small fraction, if any, would object,
13 given the settlement's beneficial terms and prorated plan of
14 allocation. But again, because we're at the preliminary
15 approval stage, there will certainly be sufficient time
16 allocated to any settlement class members who wish to object.
17 The Court will be -- certainly will hear those objections,
18 consider them, consider the parties' reaction to them, and
19 deal with those should they come up. But, certainly, on the
20 whole, there are no obvious deficiencies under Rule 23(e).

21 I also find that the relief provided to the
22 settlement classes has no obvious deficiencies in terms of
23 being fair, reasonable and adequate. I say that taking into
24 account, of course the costs, risks and delay of trial and
25 appeal; the effectiveness of any of the proposed method of

1 distributing relief to the class.

2 Here, Teva has agreed to pay \$3 million and Granule
3 and Heritage have agreed to pay \$2.55 million to resolve the
4 claims against them on a classwide basis. If I were, for
5 example, under the fourth Girsh factor, to consider the risks
6 and costs of establishing liability, I would also have to
7 consider, then, the fact that this case was filed five-plus
8 years ago. The litigation has been, although very, very
9 interesting and well-lawyered on both sides because of that,
10 there are a number of risks and delays if litigation were to
11 continue, including but not limited to the pending motion to
12 dismiss the fourth amended complaint; the ongoing appeals
13 from certain of my discovery rulings; to say nothing of what
14 might be a vigorously contested motion by the plaintiffs for
15 class certification and the defendants' anticipated motions
16 for summary judgment before we even got through trial and any
17 appeals.

18 On the whole then, settlement is here the cost
19 of -- sorry -- the value of the settlement measured against
20 those costs, risks, and delay, I think, shines a very
21 favorable light on the settlement.

22 That also applies, I think, and satisfies the fifth
23 Girsh factor.

24 In terms of whether the settlements here fall
25 within the range of reasonableness, given the complexity of

1 this case and all of those risks that I've already discussed,
2 the \$5.55 million total common fund, which is a
3 non-reversionary fund as opposed to a "claims made"
4 settlement, I think is a very favorable outcome.

5 In terms of the proposed plan of allocation, class
6 counsel have developed this with several experts, including
7 from Huntington and with A.B. Data. Those entities
8 specialize in damage allocation and healthcare economics and
9 as a result have come up with a plan that treats each member
10 of the settlement class equitably relative to all the other
11 members of the settlement class.

12 Here, each member of the settlement class who
13 submits a valid claim form will be compensated on a pro rata
14 basis from the net settlement fund; i.e., that \$5.55 million
15 minus court-approved fees, expenses, and other allowable
16 costs on par with each member's settlement class damages.

17 In terms of attorney's fees, including the timing
18 of payment, here co-lead counsel seek or have agreed to seek
19 not more than 34 percent of that \$5.55 million total, payable
20 upon final approval by the Court. That fee request is well
21 in line with fee awards in cases of similar size and
22 complexity. For example, in Castro v. Sanofi Pasteur, 2017
23 WL 4776626 (D.N.J. 2017). The court noted there that the
24 one-third fee is within the range of fees typically awarded
25 within the Third Circuit through the percentage of recovery

1 method. The Circuit has observed that fee awards generally
2 range from 19 percent to 45 percent of the settlement fund.
3 Therefore, speaking in the Castro v. Sanofi Pasteur matter,
4 the District Court noted the requested fee in this matter
5 i.e., one-third of the settlement fund is within the normal
6 range.

7 And there are myriad cases within this district,
8 within the Eastern District of Pennsylvania that have found
9 same. See, e.g., In re Fasteners Antitrust Litigation, 2014
10 WL 2969654 [verbatim] at *7 (E.D. Pa. 2014).

11 Counsel have also represented -- and I have no
12 reason to dispute or doubt them -- that there are no side
13 agreements that impact the adequacy of relief for settlement
14 classes.

15 I've already noted that the proposal and the plan
16 of allocation treats the members of the settlement class
17 equitably relative to each other.

18 And now we just get to the last part that we should
19 talk about first: the notice to the class. I think that I
20 have three concerns that I wanted to raise with the parties,
21 and I'm sure none of these is -- these are all things that we
22 can certainly work through.

23 I will say at the outset I do not hesitate to agree
24 that A.B. Data is an appropriate notice and claims
25 administrator. I've reviewed the resume submitted as part of

1 the preliminary approval motion. I've certainly had them as
2 the notice and claims administrator in a number of other
3 cases. And based on my experience, their curriculum vitae,
4 I'm satisfied that they're -- that they're appropriate.

5 Here are my three concerns. One, I just don't have
6 clarity as to -- I know there are some deadlines in there for
7 when a settlement class member, for example, has to file the
8 claim form. So that's 35 -- 45 days.

9 There are certain dates that we'll need to come
10 back to in a moment and talk about opting out.

11 What I don't know is sort of, again, that sort of
12 time frame from when the class notice goes out -- I'm not
13 sure I even know when the notice is to go out -- as opposed
14 to that 45 days for returning the claim form and then where
15 all of that stands in relative to the final fairness hearing.

16 And I don't know whether you folks want to -- maybe
17 the most efficacious way or efficient way to do this is pick
18 the final fairness hearing, and then you folks can go back --
19 because I know you've all done this way more times than I
20 have -- want to go back and work with -- backwards on the
21 proposed deadlines.

22 Is that a good approach, or do you have a better
23 idea?

24 MR. ROBERTS: That sounds reasonable to plaintiffs,
25 Your Honor. And I think that we would include those

1 deadlines in the table in a revised preliminary approval
2 order, as you requested.

3 THE COURT: Perfect.

4 MR. ROBERTS: And that would kind of set out all
5 the things you have questions about.

6 THE COURT: Makes sense to me.

7 Tara, can we go off the record for just a moment,
8 though.

9 (Recess)

10 THE COURT: Okay. Back on the record.

11 So I had raised with counsel one or two disconnects
12 that I thought might exist in terms of the opt-out process
13 and the objection process as between the long form notice and
14 the proposed order.

15 And counsel have come up, to their credit, with, I
16 think, an even more streamlined and very straightforward
17 process than I had envisioned.

18 So to avert any risk of confusion to the settlement
19 class members and to make it even -- streamline the process
20 for them to register any opt-outs or objections, the parties
21 agreed and the notices and order will be amended to reflect
22 that any objection or opt-out must be sent to -- with the
23 appropriate documentation already proposed -- must be sent to
24 the notice and claims administrator A.B. Data not less than
25 45 days prior to the final approval hearing. And then

1 A.B. Data will distribute that to counsel and provide any
2 objections to the court in a manner consistent with what's
3 already in the proposed process for objections. And then the
4 parties will amend the -- like I said, the notices and the
5 proposed form of order to reflect that. That will, I think
6 streamline any requirements that a settlement class member
7 have to separately provide a mailing, for example to counsel
8 or the court.

9 All right.

10 I think -- Mr. Roberts, did you want to talk about
11 the plan of allocation?

12 MR. ROBERTS: Yes, Your Honor.

13 So the proposed plan of allocation for both
14 settlements is that 60 percent of the fund in the first
15 instance will be allocated to consumer class members and 40
16 percent of the fund will be allocated to third-party payers.
17 And that's just based on our review of the distribution of, I
18 guess, the sales data.

19 However, if there is money left over in the
20 consumer side of the fund after consumers have made claims
21 and we calculate that they're going to receive adequate
22 compensation, then any remaining funds will be rolled over
23 onto the third-party payer side of the fund. And that is
24 similar to the plan that Chief Judge Bumb just approved in
25 the Valsartan, Irbesartan, and Losartan settlements.

1 THE COURT: Right. So -- okay.

2 So if I understand correctly, the premise for any
3 rollover of additional funds to the third-party payers is
4 that the consumers have already been fully compensated to the
5 extent they're going to be based on a pro rata allocation.
6 Right?

7 MR. ROBERTS: Yes, that we ex- -- or we would
8 expect that the consumers who submit claims would be fully
9 compensated for --

10 THE COURT: Right.

11 MR. ROBERTS: -- their alleged damages, and then
12 there would still be money left over in the fund.

13 THE COURT: Okay.

14 So -- and thank you, again, Chief Judge Bumb, for,
15 once again, Valsartan proving to have carryover value to our
16 case.

17 Why would it go back to the third-party payers? Is
18 the theory that they basically -- because of the 60-40
19 percentage, if there is any residual amount, that essentially
20 goes to, just as a matter of fairness, to the third-party
21 payers?

22 MR. ROBERTS: Yes, Your Honor. So when you look at
23 the aggregate amounts that were paid --

24 THE COURT: Yeah.

25 MR. ROBERTS: -- the consumers would have paid

1 more, but the individual damages, the third-party payers are
2 going to be out more money -- right? -- because if I'm a
3 consumer, I'm paying like -- you know, a copay, it's \$2, it's
4 \$10 for this; the third-party payers are subsidizing
5 multiple --

6 THE COURT: Significantly more.

7 MR. ROBERTS: Right.

8 And so we expect -- and I -- you know, I can't
9 guarantee anything, but we expect, just based on our prior
10 experience, that once consumers submit claims, those
11 consumers will receive adequate compensation for their
12 damages and there would still be money left over in the fund.
13 And we want to reserve as much of that for the third-party
14 payers who individually sustained higher out-of-pocket
15 damages as possible.

16 THE COURT: Right. And my guess is this doesn't
17 result in a windfall or double recovery at all to the
18 third-party payers. It just makes them -- they are still
19 going to be -- I mean no settlement ever makes a party
20 completely whole. So it'll -- it'll be -- they'll be less
21 unwhole, If that makes sense?

22 MR. ROBERTS: That does make sense, Your Honor, and
23 that's exactly correct. I think the goal here is that we
24 want to get everyone as close to 100 percent of their damages
25 as possible.

1 THE COURT: Right.

2 MR. ROBERTS: We think that the consumers who make
3 claims will get that 100 recovery.

4 The third-party payers, I think if we do this plan
5 of allocation, we can make them less unwhole, in your words;
6 more or less unwhole.

7 THE COURT: Right. Right. Right. Right. Okay.

8 Does anybody else wish to be heard on that? I
9 don't know whether Mr. Block, Ms. Gannon, have any position
10 on that or really have a dog in that fight.

11 MS. GANNON: I don't think we really have a dog in
12 the fight, Your Honor.

13 I agree with Mr. Roberts' representation that it's
14 consistent with what Judge Bumb had approved. And that money
15 is -- it's not a claims-based settlement.

16 THE COURT: Right.

17 MS. GANNON: So the money is not coming back to
18 Teva, anyway. And as I understand it, it would not result in
19 more recovery than that -- more recovery to the third-party
20 payers than they would be claiming in the litigation.

21 THE COURT: Okay. All right.

22 Mr. Block, anything for you?

23 MR. BLOCK: Your Honor, we have no issue with
24 Mr. Roberts' plan of allocation just discussed.

25 THE COURT: Sure. I think at least for, certainly

1 for purposes of preliminary approval, I think that makes
2 sense. And I certainly trust -- and I could see, given some
3 of the similarities between Valsartan and this matter, I can
4 see where that -- to the extent that arose in Valsartan, that
5 would also serve as a guiding light here.

6 And I think it makes sense, certainly on the
7 representation of counsel and based on my familiarity with
8 this litigation, the average settlement class member, on a
9 sort of per prescription, transactional basis is of course
10 going to be out less money than a third-party payer. It's
11 the entire point of health care.

12 So it also sort of facially makes sense then,
13 that -- although, of course, this settlement will go a long
14 way towards trying to make each of the groups, the individual
15 consumers and the third-party payers, as whole as possible,
16 there's a very real possibility, then, that when it's all
17 said and done, the individual plaintiffs will be made more
18 whole and therefore it would make sense that the third-party
19 payers, if there is any excess, that would be distributed
20 equitably above them.

21 So for purposes of preliminary approval, I agree.

22 Obviously, what I would simply ask is that on that
23 point in particular, that the parties include that in the
24 final approval motion, you know, with appropriate citation to
25 Valsartan or any other applicable legal authority.

1 MR. ROBERTS: Of course, Your Honor.

2 And you had asked for a revised proposed
3 preliminary approval order.

4 Do you have a deadline by which you'd like us to
5 submit that by?

6 THE COURT: What works for you?

7 MR. ROBERTS: Say a week from today, if not
8 earlier, hopefully.

9 THE COURT: That's fine. That works for me, too.

10 And then the only thing I'll want to see with that,
11 if you don't mind, is I want to see the revised long form
12 notice because the long form notice language has to marry
13 up -- right? -- with this slightly revised process.

14 But I think that's really the only other document
15 that would have -- I don't think the short form doesn't --
16 hold on. No. I mean, I don't know if you -- obviously
17 you'll do a closer read and see if you agree or disagree, but
18 I don't think it affects the short form notice. Certainly
19 wouldn't submit the claim form because these are for the
20 people who are opting out or objecting -- at least I wouldn't
21 think it would.

22 MR. ROBERTS: We will -- we can review all the
23 documents, and to the extent that we interview [verbatim]
24 anything, we will do so in conjunction with the revised
25 proposed order, Your Honor.

1 THE COURT: Terrific. All right.

2 Very helpful and by the way, very well prepared.

3 The briefing, as usual, was excellent. Everything was very
4 easy to efficiently get through. So I appreciate that.

5 Mr. Roberts, anything else for the plaintiffs
6 today?

7 MR. ROBERTS: Not from plaintiffs, Your Honor.
8 Hope you have a nice weekend.

9 THE COURT: You too.

10 Ms. Gannon, anything else for Teva and Actavis.

11 MS. GANNON: Nothing else from Teva, Your Honor.
12 Thank you.

13 THE COURT: All right. Thank you.

14 Mr. Block, how about for Granules and Heritage?

15 MR. BLOCK: Nothing else for Granules and Heritage.

16 THE COURT: All right, folks, thank you. Have a
17 great weekend. And again, kudos on a job extremely well
18 done. Thank you.

19 MS. GANNON: Thank you, Your Honor.

20 THE COURT: Have a nice weekend. Take care.

21 (Conclusion of proceedings)

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Certification

I, SARA L. KERN, Transcriptionist, do hereby certify that the 26 pages contained herein constitute a full, true, and accurate transcript from the official electronic recording of the proceedings had in the above-entitled matter; that research was performed on the spelling of proper names and utilizing the information provided, but that in many cases the spellings were educated guesses; that the transcript was prepared by me or under my direction and was done to the best of my skill and ability.

I further certify that I am in no way related to any of the parties hereto nor am I in any way interested in the outcome hereof.

s/ *Sara L. Kern*

May 3, 2026

Signature of Approved Transcriber

Date

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