UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
NEWARK DIVISION

IN RE: METFORMIN MARKETING AND SALES PRACTICES LITIGATION	Case No. 2:20-cv-2324-MCA-MAH Honorable Madeline C. Arleo Honorable Michael A. Hammer

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS SETTLEMENTS

This matter came before the Court for hearing on August 12, 2026, pursuant to the Court's Preliminary Approval Order dated May 5, 2026 (ECF No. 658), and on the Motion for Final Approval of the Class Settlements, dated July 24, 2026 (the "Motion"), entered into by the Parties (the "Settlement Agreements") (ECF No. 641-1 Exs. 1-2), as well as the Motion for Attorneys' Fees, Costs, Expenses, and Service Awards (Dkt. No. 668).

Due and adequate notice having been given to the Settlement Class Members of the proposed Settlements and the pending motions, as directed by the Court's Preliminary Approval Order, and upon consideration of all papers filed and proceedings had herein, and good cause appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreements.

2. This Court has subject matter jurisdiction over this matter pursuant to

28 U.S.C. § 1332(d) and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this District.

3. The "Settlement Class" for purposes of this Final Approval Order means both the "Teva Settlement Class" and "Granules Settlement Class," as defined below:

> **Teva Settlement Class:** All individuals and entities in the United States and its territories and possessions who paid any amount of money for a metformin-containing drug (intended for personal or household use) that was manufactured, distributed, or sold by Teva from July 20, 2015 through June 2, 2020 (the "Class Period"). For purposes of the TPP Plaintiffs, persons or entities "purchased" a metformin-containing drug if they paid or reimbursed some or all of the purchase price.
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> Excluded from the Teva Settlement Class are: (1) Teva and its respective subsidiaries and affiliates; (2) federal governmental entities; (3) State and local governmental entities to the extent their claims may be asserted under applicable state law only by the state Attorney General, or are otherwise prohibited by applicable law from being asserted by private counsel on a contingent fee basis; (4) all persons or entities who purchased metformin-containing drugs for purposes of resale or directly from Teva or its affiliates; (5) fully insured health plans (i.e., Plans that purchased insurance from another third-party payer covering 100% of the Plan's reimbursement obligations to its members); (6) pharmaceutical benefit managers; and (7) the judges in this case and any members of their immediate families.
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> **Granules Settlement Class:** All individuals and entities in the United States and its territories and possessions who paid any amount of money for a metformin-containing drug (intended for personal or household use) that was

> manufactured, distributed, or sold by Granules or Heritage from July 20, 2015 through June 2, 2020 (the "Class Period"). For purposes of the TPP Plaintiffs, persons or entities "purchased" a metformin-containing drug if they paid or reimbursed some or all of the purchase price.
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> Excluded from the Granules Settlement Class are: (1) Granules and Heritage and their respective subsidiaries and affiliates; (2) federal governmental entities; (3) State and local governmental entities to the extent their claims may be asserted under applicable state law only by the state Attorney General, or are otherwise prohibited by applicable law from being asserted by private counsel on a contingent fee basis; (4) all persons or entities who purchased metformin-containing drugs for purposes of resale or directly from Granules or Heritage or their respective subsidiaries and affiliates; (5) fully insured health plans (i.e., Plans that purchased insurance from another third-party payer covering 100% of the Plan's reimbursement obligations to its members); (6) pharmaceutical benefit managers; and (7) the judges in this case and any members of their immediate families.

4. The Court finds that the notice provisions set forth under the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this matter.

5. The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreements and previously approved and directed by the Court, has been implemented by the Claims Administrator and the Parties. The Court finds that such Notice program, including the approved forms of Notice: (a) constituted the best notice that is practicable under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Action, the

definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires, the opportunity, the time, and the manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (c) constituted due, adequate, and sufficient notice to all persons and entities entitled to notice; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

6. The Court **APPROVES** Notice and Administration Costs in the amount of $_____________, with such costs, net of any Notice and Administration Costs Advance already paid, to be paid from the Settlement Fund pursuant to Sections 1.22 and 5.2 of the Settlement Agreements.

7. The Court **APPROVES** Co-Lead Counsel's Attorneys' Fees and Expenses in the amount of $2,183,965.29, to be paid from the Settlement Fund pursuant to Section 8.1 of the Settlement Agreements.

8. The Court **APPROVES** the Service Awards to the Plaintiffs—Joseph Brzozowski, Jacqueline Harris, Kristen Wineinger, Michael Hann, Maseo Hendrix, MSP Recovery Claims, Series LLC, County of Monmouth, and Central Midwest Regional Council of Carpenters Welfare Fund f/k/a Ohio Carpenters' Health Fund—in the amount of $3,500 each, to be paid from the Settlement Fund pursuant to Section 8.1 of the Settlement Agreements.

9. The Court hereby finds that all Settlement Class Members and all persons who fall within the definition of the Settlement Class have been adequately provided with an opportunity to exclude themselves from the Settlement Class by submitting a request for exclusion in conformance with the terms of the Settlement Agreements and this Court's Preliminary Approval Order. A list of those persons and entities who submitted timely and valid requests for exclusion is attached as Exhibit F to the Declaration of Eric J. Miller. All persons and entities listed on Exhibit F to the Miller Declaration are not bound by this Final Approval Order and corresponding Final Judgment and are entitled to no relief under the Settlements. All other persons who fall within the definition of the Settlement Class are Settlement Class Members and part of the Settlement Class, and shall be bound by this Final Approval Order and corresponding Final Judgment and the Settlement Agreements.

10. The Court reaffirms that the Action is properly maintained as a class action, for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(b)(3).

11. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3). Specifically, this Court finds that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are questions of law and fact common to Settlement Class

Members; (3) Plaintiffs' claims are typical of those of the Settlement Class Members; (4) Plaintiffs and Co-Lead Counsel have adequately represented, and will continue to adequately represent, the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of Rule 23(b)(3).

12. This Court reaffirms its appointment of Joseph Brzozowski, Jacqueline Harris, Kristen Wineinger, Michael Hann, Maseo Hendrix, MSP Recovery Claims, Series LLC, County of Monmouth, and Central Midwest Regional Council of Carpenters Welfare Fund f/k/a Ohio Carpenters' Health Fund as class representatives to represent the Settlement Class, and reaffirms its appointment of Co-Lead Counsel to represent the Settlement Class.

13. The Court finds that the Settlement Agreements warrant final approval pursuant to Rule 23(e)(2) because the Court finds the Settlement Agreements are fair, reasonable, and adequate and are in the best interest of the Settlement Class, after weighing the relevant considerations.

- *First*, the Court finds that the Plaintiffs and Co-Lead Counsel have adequately represented the Settlement Class, and will continue to do so through Settlement implementation.
- *Second*, the proposed Settlement Agreements were reached as a result of arm's-length negotiations, and come after adequate investigation of the facts and legal issues over the course of six years of litigation, including significant discovery and multiple rounds

of motion to dismiss briefing.

- *Third*, the Court finds that the relief proposed to be provided for the Settlement Class is fair, reasonable, and adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Members' claims; and (iii) the terms of the requested Attorneys' Fees and Expenses.

- *Fourth*, the Court finds that the Settlement Agreements treat Settlement Class Members equitably relative to each other.

14. In granting final approval of the Settlement Agreements, the Court has also considered the factors that courts in this Circuit consider in evaluating proposed class settlements—which overlap considerably with the factors to be considered under Rule 23(e)(2)—including: (1) the complexity of the action; (2) the reaction of the class; (3) the stage of the proceeding and the amount of discovery completed; (4) the risks of establishing liability and damages; (5) the risks of maintaining a class action through trial; (6) the ability of defendant to withstand a greater judgment; (7) the range of reasonableness of the settlement fund in light of the best possible recovery; and (8) the range of reasonableness of the settlement fund to a possible recovery in light of all attendant risks of litigation. *See McDonough v. Horizon Healthcare Svcs., Inc.*, 2014 WL 3396097, at *5-8 (D.N.J. July 9, 2014) (citing *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975)).

15. Likewise, this Court has enumerated other non-exclusive factors to judge the fairness of proposed settlements, including "the maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages; the existence and probable outcome of claims by other classes and subclasses; the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved—or likely to be achieved—for other claimants; whether class or subclass members are accorded the right to opt out of the settlement; whether any provisions for attorneys' fees are reasonable; and whether the procedure for processing individual claims under the settlement is fair and reasonable." *In re Prudential Ins. Co.*, 148 F.3d, 283, 323 (3d Cir. 1998).

16. The *Girsh* and *Prudential* factors "overlap substantially with the" Rule 23(e)(2) factors. *Becker v. Bank of N.Y. Mellon Trust Co.*, 2018 WL 6727820, at *4 (E.D. Pa. Dec. 21, 2018). Accordingly, the Court finds the *Girsh* and *Prudential* factors satisfied for the same reasons as the Rule 23(e)(2) factors set forth above.

17. The Motion is hereby **GRANTED**, and the Settlement Agreements and their terms are hereby found to be and **APPROVED** as fair, reasonable, and adequate and in the best interest of the Settlement Class. The Parties and Claims

Administrator are directed to consummate and implement the Settlement Agreements in accordance with their terms, including distributing payments to eligible Settlement Class Members, and paying the Notice and Administration Costs.

18. Any and all claims against ***only*** the Teva and Granules/Heritage Defendants[1] asserted in the litigation of *In re Metformin Marketing And Sales Practices Litigation*, Case No. 2:20-cv-2324 (D.N.J.), including any cases consolidated into this case, are hereby dismissed with prejudice and without costs to any Party, other than as specified in the Settlement Agreements, this Final Approval Order and corresponding Final Judgment, and any order(s) by this Court regarding Co-Lead Counsel's motion for an Attorneys' Fees and Expenses. For the avoidance of doubt, no claims against Amneal Pharmaceuticals, Inc., Amneal Pharmaceuticals LLC, and Amneal Pharmaceuticals of New York, LLC shall be dismissed by virtue of this Final Approval Order and corresponding Final Judgment.

19. In consideration of the benefits provided under the Settlement Agreements, and for other good and valuable consideration set forth in the Settlement Agreements, each of the Settlement Class Members and Released Plaintiffs shall, by operation of this Final Approval Order and corresponding Final Judgment, have fully, finally, and forever released, relinquished, acquitted, and

[1] The Teva Defendants and Granules/Heritage Defendants are identified in Paragraphs 26-31 of the Fourth Amended Complaint. ECF No. 529.

discharged all Plaintiffs' Released Claims against each of the Released Defendants in accordance with Section 1.26 of the Settlement Agreements, the terms of which section are incorporated herein by reference. The terms of the Settlement Agreements, which are incorporated by reference into this Final Approval Order, shall have *res judicata* and other preclusive effects as to Plaintiffs' Released Claims as against the Released Defendants. The Released Defendants may file the Settlement Agreements and/or this Final Approval Order in any other litigation to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other similar defense or counterclaim.

20. All Settlement Class Members and Released Plaintiffs (including any persons purporting to act on their behalf) have covenanted not to sue any Released Defendant with respect to Plaintiffs' Released Claims and shall be permanently barred and enjoined from instituting, commencing, prosecuting, continuing, or asserting Plaintiffs' Released Claims against any Released Defendant, directly or indirectly (including in any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein). This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreements and this Final Approval Order, and this Court's authority to effectuate the Settlement Agreements, and is ordered in aid of this Court's jurisdiction and to

protect its judgments. Notwithstanding the foregoing, nothing in this Final Approval Order and corresponding Final Judgment shall preclude an action to enforce the terms of the Settlement Agreements.

21. For the avoidance of doubt, the releases contained in the Settlement Agreements, as effectuated by this Final Approval Order and corresponding Final Judgment, do not release any claims of Plaintiffs, Settlement Class Members and Released Plaintiffs that have been or could be asserted in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724, 16-md-2724 (E.D. Pa.); *Connecticut et al. v. Aurobindo Pharma USA, Inc. et al.*, Case No. 3:16-cv-02056-MPS (D. Conn.); *Connecticut et al. v. Teva Pharmaceuticals USA, Inc. et al.*, Case No. 3:19-cv 00710-MPS (D. Conn.); and *Connecticut et al. v. Sandoz Inc. et al.*, Case No. 3:20-cv-00802-MPS (D. Conn.). Nor shall anything in this Final Approval Order or corresponding Final Judgment be construed to release the same.

22. This Final Approval Order and corresponding Final Judgment are the final, appealable judgment in the Action as to all Released Claims. The time to appeal from this Final Approval Order shall commence upon its entry.

23. Without affecting the finality of this Final Approval Order in any way, this Court retains jurisdiction over (a) implementation of the Settlement Agreements and the terms of the Settlement Agreements; (b) distribution of the settlement payments, Co-Lead Counsel's Attorneys' Fees and Expenses, and Service Awards;

and (c) all other proceedings arising out of or related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreements, including enforcement of the Releases provided for in the Settlement Agreements.

24. In the event that the Effective Date does not occur, this Final Approval Order shall be rendered null and void and shall be vacated, nunc pro tunc, except insofar as expressly provided to the contrary in the Settlement Agreements, and without prejudice to the *status quo ante* rights of Plaintiffs, Settlement Class Members, and the Teva and Granules/Heritage Defendants.

25. This Final Approval Order and corresponding Final Judgment, the Preliminary Approval Order, the Settlement Agreements, and all negotiations, statements, agreements, and proceedings relating to the Settlement Agreements, and any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute, be described as, construed as, offered or received against the Teva and Granules/Heritage Defendants or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in the Action; (b) any liability, negligence, fault, or wrongdoing of the Teva or Granules/Heritage Defendants or the Released Defendants; or (c) that this Action may be properly certified as a class action for litigation, non-settlement purposes.

26. The Court notes there is one objection to the Teva Settlement. The

Court finds the objection to be without merit and expressly overrules the objection.

27. Pursuant to Rule 54, the Court finds that there is no just reason for delay and expressly directs this Final Approval Order and immediate entry by the Clerk of the Court.

IT IS SO ORDERED.

DATED: ___________________.

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HON. MICHAEL A. HAMMER
UNITED STATES MAGISTRATE JUDGE