

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: Seroquel XR (Extended Release
Quetiapine Fumarate) Antitrust Litig.

Master Dkt. No. 20-1076-CFC

This Document Relates To:

All Direct Purchaser Class Actions

**DIRECT PURCHASER CLASS PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF PROPOSED SETTLEMENTS**

Direct Purchaser Class Plaintiffs hereby move for the entry of the Order Granting Final Judgment and Order of Dismissal Approving Direct Purchaser Class Settlements and Dismissing Direct Purchaser Class Claims, submitted herewith. The bases for this Motion are set forth in the accompanying Memorandum of Law and the Declaration of Jonathan M. Gerstein and Exhibits 1 through 5 thereto.

DATED: August 14, 2025

Respectfully submitted,

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**[PROPOSED] ORDER GRANTING FINAL JUDGMENT AND
ORDER OF DISMISSAL APPROVING DIRECT PURCHASER CLASS
PLAINTIFFS’ SETTLEMENTS AND DISMISSING DIRECT PURCHASER
CLASS CLAIMS AGAINST ASTRAZENECA PHARMACEUTICALS LP,
ASTRAZENECA L.P. AND HANDA PHARMACEUTICALS LLC**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and in accordance with the terms of (i) the Settlement Agreement dated May 19, 2025 (the “AstraZeneca Settlement”) between AstraZeneca Pharmaceuticals L.P. and AstraZeneca L.P. (collectively, “AstraZeneca”) and Plaintiffs J M Smith Corporation d/b/a Smith Drug Company (“Smith Drug”) and KPH Healthcare Services, Inc. d/b/a Kinney Drugs, Inc. (KPH, and together with Smith Drug, the “Class Representatives” and, collectively with the Class as defined herein, “Plaintiffs”), and (ii) the Settlement Agreement dated April 28, 2025 (the “Handa Settlement” and, together with the AstraZeneca Settlement, the “Settlement Agreements” or the “Settlements”) between Handa Pharmaceuticals LLC (“Handa” and, together with AstraZeneca, “Defendants”) and Plaintiffs, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

1. This Final Judgment and Order of Dismissal hereby incorporates by reference the definitions in the Settlement Agreements among Defendants, Plaintiffs, and the Direct Purchaser Class, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreements.

2. The following class (the “Class” or “Direct Purchaser Class”) has been certified under Fed. R. Civ. P. 23(b)(3):

All persons or entities in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased 50mg, 150mg, 200mg, and/or 300mg strength of brand or generic Seroquel XR directly from any of the Defendants at any time from August 2, 2015 until April 30, 2017 (the “Class Period”). Excluded from the Class are Defendants and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities.

D.I. 582. Also excluded from the Class for purposes of these Settlement

Agreements are the following entities that previously opted out of the Class:

Walgreen Co., The Kroger Co., Albertsons Companies, Inc., H-E-B, L.P., Hy-Vee, Inc., CVS Pharmacy, Inc., Rite Aid Corp., and Rite Aid Hdqtrs. Corp (the “Retailer Plaintiffs”).

3. The Court previously appointed the Class Representatives. D.I. 582. The Court previously appointed Garwin Gerstein & Fisher LLP as Lead Counsel for the Class (“Lead Counsel”). *Id.* The Class Representatives and Plaintiffs’

Counsel have fairly and adequately represented the interests of the Class and satisfied the requirements of Fed. R. Civ. P. 23(g).

4. The Court has jurisdiction over these actions, each of the parties, and all members of the Class for all manifestations of this case, including these Settlements.

5. The notice of settlement (substantially in the form presented to this Court as Exhibit 4 to Plaintiffs' Motion for Preliminary Approval of Proposed Settlements (D.I. 910-4) and Exhibit A to Plaintiffs' Unopposed Motion for Extension of Certain Deadlines Relating to Approval of Settlements (D.I. 918-1)) (the "Notice") directed to the members of the Class via First Class Mail, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided for individual notice to all members of the Class who were identified through reasonable efforts. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the Notice provided Class members due and adequate notice of the Settlements, the Settlement Agreements, these proceedings, and the rights of Class members to object to the Settlements.

6. Due and adequate notice of the proceedings having been given to the Class and a full opportunity having been offered to the Class to participate in the

September 12, 2025 Fairness Hearing, it is hereby determined that all Class Members are bound by this Order and Final Judgment.

7. The Settlement Agreements were not the product of collusion between Plaintiffs and Defendants or their respective counsel, but rather were the result of *bona fide* and arm's-length negotiations conducted in good faith between Plaintiffs' Counsel and counsel for Defendants.

8. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement Agreements and finds that the Settlement Agreements are in all respects fair, reasonable and adequate. Accordingly, the Settlement Agreements shall be consummated in accordance with the terms and provisions of the Settlement Agreements.

9. The Court hereby approves the Plan of Allocation of the Settlement Fund as proposed by Plaintiffs' Counsel (the "Plan"), as summarized in the Notice of Proposed Settlement and filed as Exhibit 6 with Plaintiffs' Motion for Preliminary Approval of Settlement (D.I. 910-6), and directs RG/2 Claims Administration LLC ("RG/2"), the firm retained by Plaintiffs' Counsel and previously appointed by this Court as Notice and Claims Administrator, to distribute the net Settlement Fund as provided in the Plan.

10. All claims of the Direct Purchaser Class against Defendants in *In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litig.*, Case No. 20-cv-1076 (D. Del.) are hereby dismissed with prejudice, and without costs.

11. Upon the occurrence of the Effective Date set forth in Paragraph 8 of the AstraZeneca Settlement, and in consideration of payment of the Settlement Amount specified in Paragraph 20 of the AstraZeneca Settlement, Named Plaintiffs and all Class Members, whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, and their respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and their parents', subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and their predecessors, successors, heirs, executors, administrators, and representatives ("AstraZeneca Releasing Parties") shall be deemed to and do hereby completely, finally, and forever release and discharge jointly and severally, individually and collectively, AstraZeneca and its past, present, or future parents, subsidiaries, and Affiliates; all of the past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, associates, employees, and legal representatives of any of the foregoing; the trustees, heirs, executors,

administrators, beneficiaries, predecessors, successors, and assigns of any of the foregoing; and any other person or entity that claims, or might claim, by, through, under, on behalf of, or for the benefit of any of the foregoing (“AstraZeneca Released Parties”) from: any and all manner of claims, counterclaims, complaints, demands, actions, potential actions, suits, causes of action, grievances, allegations, accusations, obligations, liabilities, matters, disputes, and issues of any nature whatsoever, as well as all forms of relief, including all remedies, costs, expenses, losses, liabilities, debts, damages, penalties, and attorneys’ and other professionals’ fees and related disbursements, whether known or unknown, foreseen or unforeseen, discoverable or undiscoverable, accrued or unaccrued, contingent or non-contingent, direct or indirect, suspected or unsuspected, apparent or unapparent, liquidated or unliquidated, in law or equity (collectively, “AstraZeneca Claims”), that AstraZeneca Releasing Parties ever had, now have, or hereafter can, shall, or may have from the beginning of the world through the Effective Date, directly, representatively, derivatively, as assignees, or in any other capacity, to the extent arising out of or relating in any way to the Litigation or any conduct that reasonably could have been alleged in the Litigation, including but not limited to any conduct related in any way to the sale of Seroquel XR or its generic equivalents (the “AstraZeneca Released Claims”). The AstraZeneca Releasing Parties shall not, hereafter, to the full extent permitted by law: (1) sue or otherwise

seek to establish or to impose liability based, in whole or in part, on any AstraZeneca Released Claim against any of the AstraZeneca Released Parties; (2) issue any subpoena or discovery request to any of the AstraZeneca Released Parties seeking discovery concerning any AstraZeneca Released Claim (however, if additional information is needed for purposes of distribution of the Settlement Fund, the Parties will work together in good faith to address); or (3) assist, support, cooperate with, or provide information to, directly or indirectly, any person or entity in seeking to establish or to impose liability based, in whole or in part, on any AstraZeneca Released Claim against any of the AstraZeneca Released Parties.

12. Upon the occurrence of the Effective Date set forth in Paragraph 9 of the Handa Settlement, and in consideration of payment of the Settlement Amount specified in Paragraph 21 of the Handa Settlement, and the other consideration provided for therein, Named Plaintiffs and all Class Members, whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, and their respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and the parents', subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and their predecessors, successors, heirs, executors,

administrators, and representatives (“Handa Releasing Parties”) shall be deemed to and do hereby completely, finally, and forever release and discharge jointly and severally, individually and collectively, Handa and its past, present, or future parents, subsidiaries, and Affiliates; all of the past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, associates, employees, and legal representatives of any of the foregoing; the trustees, heirs, executors, administrators, beneficiaries, predecessors, successors, and assigns of any of the foregoing; and any other person or entity that claims, or might claim, by, through, under, on behalf of, or for the benefit of any of the foregoing (“Handa Released Parties”) from: any and all manner of claims, counterclaims, complaints, demands, actions, potential actions, suits, causes of action, grievances, allegations, accusations, obligations, liabilities, matters, disputes, and issues of any nature whatsoever, as well as all forms of relief, including all remedies, costs, expenses, losses, liabilities, debts, damages, penalties, and attorneys’ and other professionals’ fees and related disbursements, whether known or unknown, foreseen or unforeseen, discoverable or undiscoverable, accrued or unaccrued, contingent or non-contingent, direct or indirect, suspected or unsuspected, apparent or unapparent, liquidated or unliquidated, in law or equity (collectively, “Handa Claims”), that Handa Releasing Parties ever had, now have, or hereafter can, shall, or may have from the

beginning of the world through the Effective Date, directly, representatively, derivatively, as assignees, or in any other capacity, to the extent arising out of or relating in any way to the Litigation or any conduct that reasonably could have been alleged in the Litigation (the “Handa Released Claims”). The Handa Releasing Parties shall not, hereafter, to the full extent permitted by law: (1) sue or otherwise seek to establish or to impose liability based, in whole or in part, on any Handa Released Claim against any of the Handa Released Parties; (2) assist, support, cooperate with, or provide information to, directly or indirectly, any person or entity in seeking to establish or to impose liability based, in whole or in part, on any Handa Released Claim against any of the Handa Released Parties; (3) cause or release any agent, employee, or contractor retained by any Handa Releasing Party in connection with the Litigation to engage in any such assistance, support, cooperation, or provision of information with respect to the Handa Released Claims against any of the Handa Released Parties; (4) grant any waivers with respect to any such assistance, support, cooperation, or provision of information with respect to the Handa Released Claims against any of the Handa Released Parties; (5) release any attorney who represented any Handa Releasing Parties in connection with the Litigation from maintaining the confidentiality of non-public information to which such attorney had access in the Litigation; or

(6) grant any waivers with respect to any such maintenance unless ordered to do so by the Court or otherwise compelled to do so by law.

13. In addition, the AstraZeneca Releasing Parties and Handa Releasing Parties (“Direct Purchaser Class Releasers”) expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. 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 and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party[.]

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law that is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Direct Purchaser Class Releasers may hereafter discover facts other than or different from those that they know or believe to be true regarding the claims that are the subject matter of Paragraph 30 of the Settlement Agreement, but each Direct Purchaser Class Releaser hereby expressly waives and fully, finally, and forever settles and releases any Claim that would otherwise fall within the definition of the AstraZeneca Released Claims or Handa Released Claims, whether or not concealed or hidden, regardless of the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, each Direct Purchaser Class Releaser also hereby expressly waives and fully, finally, and forever settles and

releases any and all Claims that would otherwise fall within the definition of AstraZeneca Released Claims or Handa Released Claims it may have against any AstraZeneca Released Party or Handa Released Party under § 17200 et seq. of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which Claims are hereby expressly incorporated into the definition of AstraZeneca Released Claims or Handa Released Claims, provided that such conduct occurred before the Effective Date. For the avoidance of doubt, AstraZeneca Released Claims and Handa Released Claims shall not include Claims for breach of warranty, breach of contract, violation of the Uniform Commercial Code, personal or bodily injury, or only arising out of or in any way relating to any products other than brand or generic Seroquel XR.

14. The Settlement Agreements release only the Releasees with respect to the Released Claims. The Settlement Agreements, in whole or in part, do not compromise or otherwise affect in any way any rights the Direct Purchaser Releasers have or may have against any other person, firm, association, or corporation whatsoever. The releases set forth in Paragraphs 30-32 of the Settlement Agreements are not intended to and do not release any claims other than the Released Claims.

15. The Settlements effect a complete and total resolution of this Action to the extent of the claims of the Direct Purchaser Class, as well as any compulsory counterclaims relating to the allegations in this Action that were or should have been asserted, but the AstraZeneca Releasing Parties do not release any claims for breach of warranty, breach of contract, violation of the Uniform Commercial Code, personal or bodily injury, or only arising out of or in any way relating to any products other than brand or generic Seroquel XR. The Handa Releasing Parties do not release any claims for products liability, breach of warranty, breach of contract, violation of the Uniform Commercial Code, or personal or bodily injury.

16. Plaintiffs' Counsel have moved for the award of attorneys' fees, reimbursement of expenses and service awards for the Class Representatives. Plaintiffs' Counsel requested an award of attorneys' fees of 36% of the Settlement amount (or \$16,849,494.89) (including the interest accrued thereon), reimbursement of the reasonable costs and expenses incurred in the prosecution of this action in the amount of \$4,414,847.53, and service awards of \$100,000 to each Class Representative, and such motion has been on the docket and otherwise publicly available since July 10, 2025.¹ D.I. 915-917.

¹ The motion has been available for review on Lead Counsel's website since July 23, 2025.

17. Upon consideration of the motion for attorneys' fees, costs and expenses, the Court hereby awards attorneys' fees of \$_____ (representing __% of the Settlement Fund) together with a proportionate share of the interest thereon from the date the funds were deposited in the Settlement Escrow Account until payment of such attorneys' fees, costs and expenses, at the rate earned by the Settlement Fund, to be paid solely from the Settlement Fund, and costs and expenses totaling \$_____. The attorneys' fees, costs and expenses authorized and approved by this Final Judgment and Order shall be paid within three (3) business days after this Final Approval Order is entered or as soon thereafter as is practical and in accordance with the terms of the Settlement Agreement and the Escrow Agreement.

18. Upon consideration of Plaintiffs' Counsel's petition for service awards for Class Representatives, Smith Drug and KPH are each hereby awarded \$_____, to be paid solely from the Settlement Fund as soon as possible after the Settlements become final in accordance with Paragraphs 8 and 29 of the AstraZeneca Settlement Agreement and Paragraphs 9 and 29 of the Handa Settlement Agreement.

19. The Releasees shall have no responsibility for, and no liability whatsoever with respect to any payment or disbursement of attorneys' fees, expenses, costs or service awards among Lead Counsel or other counsel and/or

Class Representatives, nor with respect to any allocation of attorneys' fees, expenses, costs or service awards to any other person or entity who may assert any claim thereto. The attorneys' fees, costs and expenses, and service awards authorized and approved by this Final Judgment and Order shall constitute full and final satisfaction of any and all claims that Plaintiffs and any Class member, and their respective counsel, may have or assert for reimbursement of fees, costs, and expenses, and service awards, and Plaintiffs and members of the Class, and their respective counsel, shall not seek or demand payment of any fees and/or costs and/or expenses and/or service awards from Releasees other than from the Settlement Fund.

20. The Court retains exclusive jurisdiction over the Settlements and the Settlement Agreements as described therein, including the administration and consummation of the Settlements, and over this Final Judgment and Order.

21. The Court finds that this Final Judgment and Order adjudicates all of the claims, rights and liabilities of the parties to the Settlement Agreements (including the members of the Class) and is final and shall be immediately appealable pursuant to Fed. R. Civ. P. 54(b). Neither this Order nor the Settlement Agreements nor any other Settlement-related document shall constitute any evidence, admission, or concession by any Releasee, in this or any other matter or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court,

administrative agency, regulatory body, or any other body or authority, present or future, nor shall either the Settlement Agreements, this Order, or any other Settlement-related document be offered in evidence or used for any other purpose in this or any other matter or proceeding except as may be necessary to consummate or enforce the Settlement Agreements, the terms of this Order, or if offered by any Releasee in responding to any action purporting to assert Released Claims, or if offered by any Releasor in asserting that a claim is not a Released Claim, including because such claim is covered by Paragraphs 30 and 32 of the Settlement Agreements (“Reservation of Claims” and “Additional Reservation of Claims”).

SO ORDERED, this ____ day of _____ 2025.

Honorable Colm F. Connolly, Chief Judge
United States District Court