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14 *Attorneys for Plaintiffs Amarin Pharma, Inc. and*
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15 **UNITED STATES DISTRICT COURT**
 16 **DISTRICT OF NEVADA**

17 AMARIN PHARMA, INC. and AMARIN
 18 PHARMACEUTICALS IRELAND LIMITED,
 19 Plaintiffs,
 20 v.
 21 TEVA PHARMACEUTICALS USA, INC.
 22 Defendant.
 23

Case No.: 2:16-cv-02525-MMD-NJK
 (Consolidated with 2:16-cv-02562-MMD-NJK,
 2:16-cv-02658-MMD-NJK, and 2:17-cv-02641-
 MMD-NJK)

CONSENT JUDGMENT

24 Amarin Pharma, Inc. and Amarin Pharmaceuticals Ireland Limited (hereinafter collectively
 25 “Amarin”), and Teva Pharmaceuticals USA, Inc. (hereinafter “Teva”), the parties in the above-
 26 captioned actions, have agreed to terms and conditions representing a negotiated settlement of the
 27 actions and have set forth those terms and conditions in a Settlement Agreement (the “Settlement
 28

1 Agreement’). Now the parties, by their respective undersigned attorneys, hereby stipulate and
2 consent to entry of judgment and an injunction in the actions, as follows:

3 ORDERED, ADJUDGED AND DECREED as follows:

4 This District Court has jurisdiction over the subject matter of the above actions and has
5 personal jurisdiction over the parties.

6 As used in this Consent Judgment, the terms “Teva Product,” “Approved Vacepa Product,”
7 “Generic Icosapent Ethyl Product,” “Licensed Patents,” and “Affiliate” shall have the meanings
8 assigned to them in the Settlement Agreement.

9 Teva admits that the Teva Product infringes the Licensed Patents and that the Licensed
10 Patents and all the claims contained therein are each valid and enforceable in all respects. This
11 admission is without prejudice to any claim, defense or counterclaim (including non-infringement,
12 invalidity, unenforceability and unpatentability) in any future action regarding both (a) the Licensed
13 Patents and (b) a product other than a Generic Icosapent Ethyl product and other than the Teva
14 Product.

15 Unless otherwise specifically authorized pursuant to the Settlement Agreement, Teva,
16 including any of its Affiliates, successors and assigns, is enjoined from infringing the Licensed
17 Patents, on its own part or through any Affiliate, by making, having made, using, selling, offering to
18 sell, importing or distributing of the Teva Product.

19 Unless otherwise specifically authorized pursuant to the Settlement Agreement, Teva is
20 hereby enjoined and estopped during the term of each of the Licensed Patents from making any
21 challenge to the validity or enforceability of the Licensed Patents and from asserting that the Teva
22 Product does not infringe any of the Licensed Patents. Amarin acknowledges that Teva is entitled
23 to maintain its Paragraph IV certification to the Licensed Patents with respect to the Teva Product
24 pursuant to 21 C.F.R. § 314.94(a)(12)(v).

25 This Consent Judgment does not impact the U.S. Food and Drug Administration’s ability to
26 grant final approval of the Teva Product at any time.

1 Compliance with this Consent Judgment may be enforced by Amarin and its successors in
2 interest, or assigns, as permitted by the terms of the Settlement Agreement.

3 This District Court retains jurisdiction to enforce or supervise performance under this
4 Consent Judgment and the Settlement Agreement.

5 All claims, counterclaims, affirmative defenses and demands in these actions are hereby
6 dismissed with prejudice and without costs, disbursements or attorneys' fees to any party.

7 IT IS SO ORDERED:

8 
9 UNITED STATES DISTRICT JUDGE

10 Dated: May 25, 2018

11 We hereby consent to the form and entry of this Order:

12 /s/ Jason D. Smith
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