STATE OF MAINE
KENNEBEC, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-12-

STATE of MAINE, Plaintiff, v. ABBOTT LABORATORIES, Defendant	)	COMPLAINT (Injunctive Relief Requested)

INTRODUCTION

Plaintiff State of Maine, by and through its Attorney General, alleges claims for relief based on violations of Maine's Unfair Trade Practices Act ("UTPA"), 5 M.R.S. §§ 205-A through 214.

PARTIES

1. Plaintiff State of Maine (the "State") is a sovereign state, having its capital at Augusta, Maine, that brings this action by and through its Attorney General pursuant to 5 M.R.S. §§ 191 and 209 and the powers vested in him by common law.

2. Defendant Abbott Laboratories ("Abbott" or "Defendant") is an Illinois corporation with its principal place of business at100 Abbott Park Road, D-322 AP6D, Illinois, 60064.

3. Abbott transacts business in the State of Maine by advertising, soliciting, selling, promoting and distributing prescription drugs, including Depakote® ("Depakote"), to consumers in the State of Maine and nationwide.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action, pursuant to 4 M.R.S. § 105 and 5 M.R.S. § 209. This Court has jurisdiction over Defendant, pursuant to 5 M.R.S. § 209 and 14 M.R.S. § 704-A.

5. Venue is properly laid in Kennebec County, pursuant to 5 M.R.S. § 209.

STATUTORY BACKGROUND

6. Pursuant to 5 M.R.S. § 207, "unfair or deceptive acts or practices in the conduct of any trade or commerce are . . . unlawful."

7. Pursuant to 5 M.R.S. § 209:

> Whenever the Attorney General has reason to believe that any person is using or is about to use any method, act or practice declared by section 207 to be unlawful, and that proceedings would be in the public interest, he may bring an action in the name of the State against such person to restrain by temporary or permanent injunction the use of such method, act or practice and the court may make such other orders or judgments as may be necessary to restore to any person who has suffered any ascertainable loss by reason of the use or employment of such unlawful method, act or practice, any moneys or property, real or personal, which may have been acquired by means of such method, act or practice. . . .

8. Pursuant to 5 M.R.S. § 209, each intentional violation of 5 M.R.S. § 207 that results from unfair or deceptive conduct is a civil violation for which a penalty of up to $10,000 may be imposed.

9. Pursuant to 14 M.R.S. § 1522(1)(A), should the State prevail in an action brought by the Attorney General to enforce 5 M.R.S.A. § 207, the Court shall allow litigation costs, including court costs, reasonable attorney's fees, and reasonable expert witness fees.

FACTS

10. Drug companies are prohibited by the Food Drug and Cosmetic Act of 1938, 21 USCA § 321 *et seq* ("FDCA") from promoting drugs for indications (uses) that are not approved by the U.S. Food and Drug Administration ("FDA").

11. In order to obtain FDA approval to lawfully market a drug in the United States, a drug company must submit clinical trials that prove by substantial evidence that the drug is safe and effective for its intended use.

12. Abbott obtained FDA approval to market the prescription drug Depakote only for treatment of seizure disorders, mania associated with bipolar disorder, and prophylaxis of migraines.

13. In addition to the indications approved by the FDA, Abbott knew that doctors prescribed Depakote "off-label" to treat a number of other indications, including agitation associated with dementia, and as combination therapy with antipsychotic medications to treat schizophrenia.

14. Although Abbott did not possess substantial evidence to substantiate a claim that Depakote is effective for the treatment of agitation associated with dementia, or as adjunct therapy with antipsychotics to treat schizophrenia, Abbott chose to bypass the regulatory process and to engage in off-label promotion for these indications.

15. The decision to promote Depakote off-label was driven by Abbott's understanding that the studies required by the FDA to demonstrate safety and efficacy for these indications would be expensive and the results of the required studies might not be sufficient to support Abbott's application.

16. Abbott was also concerned that even if the FDA approved the new indications, the patent on Depakote would expire at about the same time as FDA's approval, and Abbott would not be able to take advantage of the approval before cheaper generics captured the market.

17. Abbott instructed its sales representatives to distribute and detail studies that found Depakote to be effective for the off-label uses. However, these studies were not competent and reliable scientific evidence and did not substantiate efficacy.

18. Abbott also promoted Depakote at supposedly independent Continuing Medical Education events. In fact, these events were promotional in nature and an integral part of the Abbott's scheme to promote for the off-label uses.

19. To support its efforts to promote Depakote for schizophrenia in combination with antipsychotic drugs to treat schizophrenia, Abbott conducted a clinical trial relating to this use. However, the result of this study was negative and showed the addition of Depakote to be ineffective. Nonetheless, Abbott continued to promote Depakote as an adjunct with antipsychotic medications to treat schizophrenia and failed to timely publish or publicize the negative study results.

20. Similarly, even after Abbott learned about a well conducted, well designed clinical trial that found Depakote to be ineffective for treatment of agitation associated with dementia, Abbott continued to promote Depakote off-label for this indication.

COUNT 1

Maine Unfair Trade Practices Act

5 M.R.S. § 207

21. The State realleges and incorporates each and every allegation contained in the preceding paragraphs 1 through 20.

22. In the course of advertising, soliciting, selling, promoting and distributing the prescription drug Depakote, Abbott has engaged in a course of trade or commerce that violates 5 M.R.S. § 207 by representing that Depakote has sponsorship, approval, characteristics, ingredients, uses, benefits, quantities or qualities that it does not have.

23. Abbott's conduct, as described in Count 1, was intentional.

PRAYER FOR RELIEF

WHEREFORE, the State prays that this honorable Court enter an Order:

(a) Issuing a permanent injunction prohibiting Defendant, its agents, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with any of them, from engaging in unfair or deceptive conduct, as provided by 5 M.R.S. § 209;

(b) Ordering Defendant to pay reasonable attorney fees and costs for the prosecution and investigation of this action, as provided by 14 M.R.S. 1522(1)(A);

(c) Ordering Defendant to pay civil penalties of up to $10,000 for each intentional violation of 5 M.R.S. § 207, as provided by 5 M.R.S. § 209; and

(d) Granting such other and further relief as the Court deems equitable and proper.

Dated: May 4, 2012

Respectfully submitted,

WILLIAM J. SCHNEIDER
Attorney General

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STATE OF MAINE
KENNEBEC, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-12-144

STATE of MAINE,

Plaintiff

v.

ABBOTT LABORATORIES,

Defendant

CONSENT JUDGMENT

1. PREAMBLE

1.1 The Attorneys General of the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, District of Columbia, West Virginia, and Wisconsin (collectively, the "Attorneys General," or "AGs"), conducted an investigation under the State Consumer Protection Laws[1] regarding certain Abbott Laboratories ("Abbott") Promotional practices related to Depakote; and

1.2 Abbott (as defined in the Definitions Section) is willing to enter into a Consent Judgment ("Judgment") regarding its Promotional practices and dissemination of information to Health Care Professionals regarding Depakote in the United States ("Covered Conduct") in order to resolve the AGs' investigation under the State Consumer Protection Laws and arrive at a complete and total settlement and resolution of any disagreement as to the matters addressed in this Judgment and thereby avoid unnecessary expense, inconvenience, and uncertainty; and

1.3 The Parties have agreed to resolve the issues raised by the Covered Conduct by entering into this Judgment. Abbott is entering into this Judgment solely for the purpose of settlement and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Abbott and Pharmaceutical Company (as defined below) expressly deny. Abbott and Pharmaceutical Company do not admit any violation of the State

[1] This Consent Judgment filed in the State of Maine is governed by the Maine Unfair Trade Practices Act, 5 M.R.S. §§ 205-A through 214.

Consumer Protection Laws, and do not admit any wrongdoing that was or could have been alleged by any Attorney General before the date of the Judgment under those laws. Except in an action brought by an Attorney General to enforce this Judgment, this Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Abbott and/or Pharmaceutical Company, including, but not limited to Abbott's and Pharmaceutical Company's right to defend themselves from, or make any arguments in, any other matter, including, but not limited to, any investigation or litigation relating to the existence, subject matter or terms of this Judgment. This Judgment is made without trial or adjudication of any issue of fact or law or finding of wrongdoing or liability of any kind. It is the intent of the Parties that this Judgment shall not be admissible in any other matter, including, but not limited to, any investigation or litigation, or bind Abbott or Pharmaceutical Company in any respect other than in connection with the enforcement of this Judgment. No part of this Judgment shall create a private cause of action or confer any right to any third party for violation of any federal or state statute except that a State may file an action to enforce the terms of this Judgment. All obligations undertaken by Abbott and Pharmaceutical Company in this Judgment shall apply prospectively; and nothing contained herein prevents or prohibits the use of this Judgment for purposes of enforcement of this Judgment by the AGs; and

1.4 The AGs have reviewed the terms of the Judgment and find that such terms serve the public interest; and

1.5 This Judgment (or any portion thereof) shall in no way be construed to prohibit Abbott or Pharmaceutical Company from making representations with respect to Depakote that are permitted under Federal law or in Labeling for the drug under the most current draft or final standard promulgated by the FDA or the most current draft or final FDA Guidance for Industry, or permitted or required under any Investigational New Drug Application, New Drug Application, Supplemental New Drug Application, or Abbreviated New Drug Application approved by FDA, so long as the representation, taken in its entirety, is not false, misleading or deceptive; and

IT IS HEREBY ORDERED THAT:

2. FINDINGS

2.1 This Court has jurisdiction over the subject matter of this lawsuit and over all Parties. This Court retains jurisdiction of this Judgment and the Parties hereto for the purpose of enforcing and modifying this Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.

2.2 The terms of this Judgment shall be governed by the laws of the State of Maine.

2.3 Entry of this Judgment is in the public interest and reflects a negotiated agreement among the Parties.

3. DEFINITIONS

Abbott has publicly announced that it plans to separate into two publicly traded companies, one a diversified medical products company, which may retain the Abbott name, ("Diversified Company") and the other a research-based pharmaceutical company ("Pharmaceutical Company") which will not be a subsidiary or corporate affiliate of Abbott (this separation is hereinafter referred to as the "Transaction" and the "Effective Time" shall be the date and time that the Transaction becomes effective). For the purpose of this Judgment and the provisions herein, the term "Responsible Entity" shall mean the corporate entity that bears the obligations of this Judgment. Abbott shall be the Responsible Entity prior to the Effective Time and Pharmaceutical Company shall be the Responsible Entity after the Effective Time. Abbott also has represented to the States that at the Effective Time of the Transaction, the assets of Abbott's research-based human pharmaceuticals products business will be transferred, conveyed, and/or assigned by Abbott to the Pharmaceutical Company and that the Diversified Company shall no longer be involved in the marketing or promotion of research- based human pharmaceutical products in the United States. After the Effective Time, Pharmaceutical Company will be deemed to be the successor in interest, for purposes of this Judgment, and all of Abbott's obligations herein will become the obligations of Pharmaceutical Company. Neither Abbott nor Diversified Company shall have any further obligations under this Judgment after the Effective Time.

The following definitions shall be used in construing this Judgment:

3.1 "Abbott" shall mean Abbott Laboratories, including all of its past and present subsidiaries, divisions, affiliates, co-promoters, controlled joint ventures, predecessors, successors and assigns, and each and all of its current and former officers, directors, shareholders, employees, agents and contractors.

3.2 "Covered Conduct" shall mean Responsible Entity's Promotional practices and dissemination of information to Health Care Professionals regarding Depakote in the United States.

3.3 "Depakote" shall mean all Responsible Entity Products that are FDA approved drug formulations containing valproate or valproic acid and sold under the trade name Depakote, including, but not limited to, Depakote, Depakote ER, Depakote DR, Depakote Sprinkles, Depakene and Depakon, and are approved by the FDA for the treatment of epilepsy, migraine headaches, and acute manic or mixed episodes associated with bipolar disease.

3.4 "Effective Date" shall mean the date on which a copy of this Judgment, duly executed by Abbott and by the Signatory Attorney General, is approved by, and becomes a Judgment of the Court.

3.5 "FDA Guidance for Industry" shall mean final documents issued by the FDA pursuant to 21 U.S.C. §371(h) that represent the FDA's latest thinking on the topic.

3.6 "Health Care Professional" or "HCP" shall mean any U.S. based physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products.

3.7 "Labeling" shall mean all FDA-approved labels and other written, printed, or graphic matters (a) upon any article or any of its containers or wrappers, or (b) accompanying such article.

3.8 "Medical Information Response" shall mean a non-Promotional, scientific communication to address Unsolicited Requests for medical information from HCPs regarding Depakote.

3.9 "Multistate Executive Committee" shall mean the Attorneys General and their staffs representing Ohio, Oregon, Illinois, Florida, North Carolina, Pennsylvania, South Carolina, and Texas.

3.10 "Multistate Working Group" shall mean the Attorneys General and their staff representing Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, District of Columbia, West Virginia, and Wisconsin.

3.11 "Off-Label" shall mean a use not consistent with the indications section of the Depakote Labeling approved by the FDA at the time information regarding such use was communicated.

3.12 "Parties" shall mean Responsible Entity and the Signatory Attorney General.

3.13 "Promotional," "Promoting," or "Promote" shall mean representations about Depakote and other product-related practices intended to increase sales or that attempt to influence prescribing practices of HCPs.

3.14 "Promotional Materials" shall mean any item that is used to Promote Depakote.

3.15 "Promotional Speaker" shall mean a HCP speaker who is engaged as a non-employee of Responsible Entity to Promote Depakote.

3.16 "Reprints Containing Off-Label Information" shall mean articles or reprints from a scientific or medical journal, as defined in 21 C.F.R. 99.3(j), or reference publication, as defined in 21 C.F.R. 99.3(i), describing an Off-Label use for Depakote.

3.17 "Responsible Entity Marketing" shall mean Responsible Entity personnel with responsibilities for marketing Depakote in the United States.

3.18 "Responsible Entity Medical" shall mean Responsible Entity personnel in the Global Pharmaceutical Research & Development organization who are assigned to the United States and who have responsibilities related to Depakote.

3.19 "Responsible Entity Sales" shall mean the Responsible Entity sales force responsible for U.S. Depakote sales.

3.20 "Scientifically Trained Personnel" shall mean Responsible Entity personnel experts with specialized training, scientific and medical knowledge whose roles involve the provision of specialized medical or scientific information, including Medical Affairs and Clinical Science Managers, but excluding anyone performing sales, marketing or other commercial roles.

3.21 "Signatory Attorney General" shall mean the Attorney General of Maine, or his authorized designee, who has agreed to this Judgment.

3.22 "State Consumer Protection Laws" shall mean the consumer protection laws cited in Footnote 1 under which the Attorneys General have conducted the investigation.

3.23 "Unsolicited Request" shall mean a request for Off-Label information regarding Depakote from a HCP communicated to an employee or contract sales agent of Responsible Entity that has not been prompted by Responsible Entity.

4. COMPLIANCE PROVISIONS

Promotional Activities

4.1 Responsible Entity shall not make, or cause to be made, any written or oral claim that is false, misleading, or deceptive regarding Depakote.

4.2 Responsible Entity shall not Promote Depakote for Off-Label uses.

4.3 Responsible Entity shall require that the compensation (including through salaries, bonuses, and contests) of its United States sales representatives be designed to ensure

that financial incentives do not motivate such individuals to engage in Off-Label Promotion of Depakote.

4.4 For five years from the Effective Date of this Judgment, Responsible Entity shall inform Responsible Entity Sales and Marketing personnel of the results of any company-sponsored clinical trial relating to Depakote completed after the Effective Date.

Dissemination and Exchange of Medical Information

4.5 The content of Responsible Entity's communications concerning Off-Label uses of Depakote shall not be false, misleading or deceptive.

Medical Information Responses

The following subsections shall be effective for five years from the Effective Date of this Judgment.

4.6 Responsible Entity Medical shall have ultimate responsibility for developing and approving the medical content for all Medical Information Responses regarding Depakote, including any that may describe Off-Label information. Responsible Entity shall not distribute any such materials unless:

A. Clinically Relevant Information is included in these materials to provide scientific balance;

B. Data in these materials are presented in an unbiased, non-Promotional manner; and

C. These materials are clearly distinguishable from sales aids and other Promotional Materials.

4.7 Responsible Entity Sales and Responsible Entity Marketing personnel shall not develop the medical content of Medical Information Responses regarding Depakote. This provision does not prohibit Responsible Entity Sales or Responsible Entity Marketing personnel from suggesting topics for Medical Information Responses.

4.8 Responsible Entity Sales and Responsible Entity Marketing personnel shall not distribute Medical Information Responses regarding Depakote.

4.9 Responsible Entity shall not knowingly disseminate any Medical Information Response that makes any false or misleading representation regarding Depakote or any false or misleading statement concerning a competing product.

Responses to Unsolicited Requests for Off-Label Information

The following subsections shall be effective for five years from the Effective Date of this Judgment.

4.10 In responding to an Unsolicited Request for Off-Label information regarding Depakote, including any request for a specific article related to Off-Label uses, Responsible Entity shall advise the requestor that the request concerns an Off-Label use, and inform the requestor of the drug's FDA-approved indication(s) and/or dosage and other relevant Labeling information.

4.11 If Responsible Entity elects to respond to an Unsolicited Request for Off-Label information from a HCP regarding Depakote, Responsible Entity Medical personnel shall be required to provide accurate, objective, and scientifically balanced responses. Any such response shall not Promote Depakote for any Off-Label use(s).

4.12 Any written response to an Unsolicited Request for Off-Label information regarding Depakote shall include:

A. Medical Information Response or other document prepared in response to the request in accordance with Paragraphs 4.6, 4.7, 4.8, 4.9, 4.10 and 4.11; or

B. A report containing the results of a reasonable literature search using terms from the request.

4.13 Responsible Entity Sales and Responsible Entity Marketing personnel may respond in writing to an Unsolicited Request for Off-Label information regarding Depakote from a HCP only by informing the HCP of the presence or absence of published studies concerning the Off-Label topic or by acknowledging whether the topic is an area of research, and by offering to request on behalf of the HCP that a Medical Information Response or other information be sent to the HCP in follow up, provided it complies with Paragraph 4.12 set forth above. Responsible Entity Sales and Responsible Entity Marketing personnel shall not characterize, describe, identify, name, or offer any opinions about or summarize any such Off-Label information.

4.14 Responsible Entity Sales and Responsible Entity Marketing personnel may respond orally to an Unsolicited Request for Off-Label information regarding Depakote from a HCP only by informing the HCP of the presence or absence of published studies concerning the Off-Label topic or by acknowledging whether the topic is an area of research, and by offering to request on behalf of the HCP that a Medical Information Response or other information be sent to the HCP in follow up. Responsible Entity Sales and Responsible Entity Marketing personnel

shall not characterize, describe, identify, name, or offer any opinions about or summarize any such Off-Label information.

Reprints Containing Off-Label Information

The following subsections shall be effective for five years from the Effective Date of this Judgment.

4.15 Responsible Entity Medical and/or Responsible Entity's regulatory function shall be responsible for the identification, selection and approval of Reprints Containing Off-Label Information regarding Depakote.

4.16 Reprints Containing Off-Label Information regarding Depakote shall:

A. Be accompanied by the full prescribing information for the product, or a clearly and conspicuously described hyperlink that will provide the reader with such information, and contain a disclosure in a prominent location, which would include the first page or as a cover page where practicable, indicating that the article may discuss Off-Label information; and

B. Not be referred to or used in a Promotional manner.

4.17 Reprints Containing Off-Label Information regarding Depakote may be disseminated only by Responsible Entity Scientifically Trained Personnel to HCPs. Responsible Entity Non-Scientifically Trained Personnel shall not disseminate these materials to HCPs.

Continuing Medical Education (CME) and Grants

The following subsections shall be effective for five years from the Effective Date of this Judgment.

4.18 Responsible Entity shall disclose, at least annually, on its company website Depakote-related CME grants in amounts of more than $200. The information posted on the company website shall include: (1) definitions for the types of grants and donations posted; (2) list of recipients in alphabetical order; and (3) payment amount and purpose. Currently Abbott discloses this information at http://www.abbott.com/citizenship/disclosures/financial-support.htm.

A. Responsible Entity shall maintain this information on its website once posted for at least two years and shall maintain the information in a readily accessible format for review by the States upon written request for a period of three years.

4.19 Responsible Entity's Grant-Making Function shall manage all requests for funding related to CME regarding Depakote. Such approval decisions shall be made by financial and/or other organizations separate from the Responsible Entity Sales and Responsible Entity Marketing organizations.

4.20 Responsible Entity shall not use CME grants to Promote Depakote. This provision includes, but is not limited to, the following prohibitions:

A. Responsible Entity Sales and Responsible Entity Marketing personnel shall not initiate, coordinate or implement grant applications on behalf of any customer or HCP regarding Depakote;

B. Responsible Entity Sales and Responsible Entity Marketing personnel shall not be involved in selecting grantees or CME-funded speakers regarding Depakote; and

C. Responsible Entity Sales and Responsible Entity Marketing personnel shall not measure or attempt to track in any way the impact of grants or speaking fees on the participating HCPs' subsequent prescribing habits, practices or patterns regarding Depakote.

4.21 Responsible Entity shall not condition funding of a CME program grant request regarding Depakote upon the requestor's selection or rejection of particular speakers.

4.22 Responsible Entity shall not control, or attempt to influence selection of the specific topic, title, content, speakers or audience for CMEs regarding Depakote, consistent with ACCME guidelines.

4.23 Responsible Entity Sales and Responsible Entity Marketing personnel shall not approve CME grant requests regarding Depakote, nor attempt to influence the Responsible Entity's grant-making function to reward any customers or HCPs with grants for their prescribing habits, practices or patterns regarding Depakote.

4.24 Responsible Entity shall contractually require providers of Depakote-related CME programs to disclose to CME program attendees Responsible Entity's financial support of the CME program and any significant financial or other relationship with faculty and speakers at such CME.

4.25 After the initial delivery of a CME program, Responsible Entity shall not distribute, arrange, or provide HCPs access to any accredited presentations containing Off-Label Information regarding Depakote. If Responsible Entity's grant-making function or Responsible Entity Medical learns that a CME's program's content has more than an incidental reference to Off-Label Information regarding Depakote, it will not fund the CME program in the future.

Clinical Research

The following subsections shall be effective for five years from the Effective Date of this Judgment.

4.26 Responsible Entity shall report research regarding Depakote in an accurate, objective and balanced manner as follows and as required by applicable law:

A. To the extent permitted by the National Library of Medicine and as required by the FDA Amendments Act of 2007 (Public Law No. 110-85), Responsible Entity shall register clinical trials and submit clinical trial results to the registry and results data bank regarding Depakote as required by the FDA Amendments Act and any accompanying regulations that may be promulgated pursuant to that Act. With respect to Depakote, Abbott registers on a publicly accessible NIH website (www.clinicaltrials.gov) the initiation of all applicable Abbott-sponsored clinical trials involving individuals beginning after the Effective Date and posts a summary of the results of all applicable Abbott-sponsored clinical trials in patients or volunteers that were completed after the Effective Date.

4.27 When presenting information about a clinical study regarding Depakote in any Promotional Materials, Responsible Entity shall not do any of the following:

A. Present favorable information or conclusions from a study that is inadequate in design, scope, or conduct to furnish significant support for such information or conclusions;

B. Use the concept of statistical significance to support a claim that has not been demonstrated to have clinical significance or validity, or fails to reveal the range of variations around the quoted average results;

C. Use statistical analyses and techniques on a retrospective basis to discover and cite findings not soundly supported by the study, or to suggest scientific validity and rigor for data from studies the design or protocol of which are not amenable to formal statistical evaluations;

D. Present the information in a way that implies that the study represents larger or more general experience with the drug than it actually does; or

E. Use statistics on numbers of patients or counts of favorable results or side effects, derived from pooling data from various insignificant or dissimilar studies in a way that suggests either that such statistics are valid if they are not or that they are derived from large or significant studies supporting favorable conclusions when such is not the case.

4.28 When submitting information about a clinical study regarding Depakote for publication, Responsible Entity shall:

A. Require that a person can be considered an "author" only if he or she has made substantial contributions to the conception and design of the study, acquisition or analysis of data and has final approval of the version to be published, unless otherwise required by a journal or congress, in which case the journal or congress criteria for authorship will be followed; and

B. Acknowledge Responsible Entity's role as the funding source of all Responsible Entity-initiated research and clinical trials in all related scientific publications.

5. TERMS RELATING TO REPAYMENT

5.1 No later than 30 days after the Effective Date of this Judgment, Abbott shall pay a total amount of $100 million to be divided and paid by Abbott directly to each Signatory Attorney General of the Multistate Working Group in an amount to be designated by and in the sole discretion of the Multistate Executive Committee. Said payment shall be used by the States as and for attorneys' fees and other costs of investigation and litigation, or be placed in, or applied to, a consumer protection enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, or used to defray the costs of the inquiry leading hereto, and may be used to fund or assist in funding programs directed at conditions for which Depakote is used to treat, including but not limited to education and outreach or for other uses permitted by state law, at the sole discretion of each Signatory Attorney General.

6. RELEASE

6.1 By its execution of this Judgment, the State of Maine releases and forever discharges, to the fullest extent permitted by law, Abbott and all of its past and present subsidiaries, divisions, affiliates, co-promoters, controlled joint ventures, predecessors, successors and assigns, including Pharmaceutical Company and Diversified Company, and each and all of their current and former officers, directors, shareholders, employees, agents and contractors, (collectively, the "Released Parties") from the following: all civil claims, causes of action, damages, restitution, fines, costs, attorneys fees, and penalties that the Maine Attorney General could have asserted against the Released Parties under the above-cited consumer protection statutes, successor statutes, or common law claims concerning unfair, deceptive or fraudulent trade practices impacting consumers or state statutes equivalent to the federal Food, Drug and Cosmetic Act that the Office of the Attorney General has the authority to release resulting from the Covered Conduct up to and including the Effective Date that is the subject of this Judgment.

6.2 Notwithstanding any term of this Judgment, specifically reserved and excluded from the Release in Paragraph 6.1 as to any entity or person, including Released Parties, are any and all of the following:

A. Any criminal liability that any person and/or entity, including Released Parties, has or may have to the State of Maine.

B. Any civil or administrative liability that any person and/or entity, including Released Parties, has or may have to the State of Maine not expressly covered by the release in Paragraph 6.1 above, including but not limited to any and all of the following claims:

i) State or federal antitrust violations;

ii) Reporting practices, including "best price," "average wholesale price" or "wholesale acquisition cost;"

iii) Medicaid violations, including federal Medicaid drug rebate statute violations, Medicaid fraud or abuse, and/or kickback violations related to any State's Medicaid program;

iv) State false claims violations;

v) Any liability under the State of Maine's above-cited consumer protection laws which any person and/or entity, including Released Parties, has or may have to individual consumers of said State; and

vi) Any liability under the State of Maine's above-cited consumer protection laws or other actions of state program payors, which any person and/or entity, including Released Parties, has or may have to State program payors of said State.

7. DISPUTE RESOLUTION

7.1 For the purposes of resolving disputes with respect to compliance with this Judgment, should any of the Signatory Attorneys General have a reasonable basis to believe that Responsible Entity has engaged in a practice that violates a provision of this Judgment subsequent to the Effective Date of this Judgment, then such Attorney General shall notify Responsible Entity in writing of the specific objection, identify with particularity the provisions of this Judgment that the practice appears to violate, and give Responsible Entity thirty (30) days to respond to the notification; provided, however, that a Signatory Attorney General may take any action if the Signatory Attorney General concludes that, because of the specific practice, a threat to the health or safety of the public requires immediate action. Upon receipt of written

notice, Responsible Entity shall provide a good-faith written response to the Attorney General notification, containing either a statement explaining why Responsible Entity believes it is in compliance with the Judgment, or a detailed explanation of how the alleged violation occurred and a statement explaining how Responsible Entity intends to remedy the alleged breach. Nothing in this paragraph shall be interpreted to limit the state's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law, and Responsible Entity reserves all of its rights with respect to a CID or investigative subpoena issued pursuant to such authority.

7.2 Upon giving Responsible Entity thirty (30) days to respond to the notification described above, the Signatory Attorney General shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody or control of Responsible Entity that relate to Responsible Entity's compliance with each provision of this Judgment as to which cause that is legally sufficient in the State has been shown.

7.3 The State may assert any claim that Responsible Entity has violated this Judgment in a separate civil action to enforce compliance with this Judgment, or may seek any other relief afforded by law, but only after providing Responsible Entity an opportunity to respond to the notification described in Paragraph 7.2 above; provided, however, that a Signatory Attorney General may take any action if the Signatory Attorney General concludes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

8. GENERAL PROVISIONS

8.1 This Judgment represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Judgment, and no prior versions of any of its terms that were not entered by the Court in this Judgment, may be introduced for any purpose whatsoever.

8.2 This Judgment may be executed in counterparts, and a facsimile or PDF signature shall be deemed to be, and shall have the same force and effect as, an original signature.

8.3 All Notices under this Judgment shall be provided to the following via Overnight Mail:

General Counsel
Abbott Laboratories
100 Abbott Park Road
Abbott Park, IL 60064-3500

and

Carolyn A. Silsby
Assistant Attorney General
Consumer Protection Division
Office of the Maine Attorney General
6 State House Station
Augusta, ME 04333-0006

8.4 To the extent that any provision of this Judgment obligates Responsible Entity to change any policy(ies) or procedure(s) and to the extent not already accomplished, Responsible Entity shall implement the policy(ies) or procedure(s) as soon as reasonably practicable, but no later than 120 days after the Effective Date of this Judgment/.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 5/15/12

JUSTICE
Maine Superior Court

APPROVED AND AGREED TO:

For Plaintiff:

WILLIAM J. SCHNEIDER
MAINE ATTORNEY GENERAL

Dated: May 4, 2012

CAROLYN A. SILSBY, Bar No. 3030
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Office of the Maine Attorney General
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(207)626-8829
Carolyn.silsby@maine.gov

ATTORNEYS FOR THE STATE OF MAINE

APPROVED AND AGREED TO:

For Defendant:

Dated: 5/2/2012

ABBOTT LABORATORIES

By: _____

Karen Hale
Divisional Vice President and Associate
General Counsel
Abbott Laboratories
100 Abbott Park Road
Abbott Park, IL 60064-3500

_____

Henry J. DePippo
Kirkland & Ellis, LLP
601 Lexington Ave.
New York, NY 10022

APPROVED AS TO FORM:

For Defendant:

Dated: May 3, 2012

DEFENDANT'S LOCAL COUNSEL:

By: _____
David L. Galgay, Jr. BAR NO. 3643
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One Portland Square
Portland, ME 04112-0586
(207) 253-4514
dgalgay@verrilldana.com

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

STATE OF FLORIDA, et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	C.A. No. 08-155 (SLR)
	)	
ABBOTT LABORATORIES, FOURNIER INDUSTRIE ET SANTÉ, and LABORATOIRES FOURNIER, S.A.,	)	
	)	
Defendants.	)	

STIPULATED INJUNCTION AND [PROPOSED] ORDER

All plaintiffs and all defendants in this action stipulate as follows:

WHEREAS, the States of Florida, Arizona, Arkansas, California, Connecticut, Idaho, Iowa, Kansas, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, New York, North Carolina, Oregon, South Carolina, Texas, Washington and West Virginia, and the Commonwealths of Massachusetts and Pennsylvania, and the District of Columbia, all by their respective Attorneys General (or Acting or Interim Attorneys General) (collectively, "States"), brought an action against defendants Abbott Laboratories ("Abbott"), Fournier Industrie et Sante and Laboratoires Fournier S.A. ("Fournier") (collectively "Defendants") pursuant to Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1, 2, Section 16 of the Clayton Act, 15 U.S.C. § 26, and 28 U.S.C. §§ 1331, 1337, and state antitrust, consumer protection and/or unfair competition statutes and related common law, seeking damages, civil penalties, injunctive and other equitable relief (the "Lawsuit");

WHEREAS, the Lawsuit, C.A. No. 08-155 (SLR), is pending in the United States District Court for the District of Delaware before the Hon. Sue L. Robinson;

WHEREAS, the States and Defendants desire to settle their disputes and the Lawsuit as between them to avoid further expense and inconvenience of litigation, without any admission of liability or wrongdoing on the part of Defendants or any admission on the part of the States of any lack of merit in the claims asserted;

WHEREAS, the States and Defendants have entered into a settlement agreement ("Settlement Agreement") that requires, inter alia, the payment of $22.5 million by Defendants to Plaintiffs and the entry of the following Stipulated Injunction;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is hereby ORDERED:

1. Except as required by law, act or order by a court or administrative agency, Defendants shall not request, support or authorize the deletion, removal or cancellation of the TriCor NDA or any National Drug Codes or any other relevant codes for TriCor 145 mg and/or TriCor 48 mg from the National Drug Data File maintained by First Databank, or from any other pricing database, until the earliest of:

(a) 45 days after the effective date (under 21 U.S.C. § 355(j)(5)(B)(ii)) of the approval by the FDA of a "TriCor ANDA", or

(b) 45 days after the time period referenced in 21 U.S.C. §355(j)(5)(B)(iii) is no longer the basis for the deferral of the effective date (under 21 U.S.C. § 355(j)(5)(B)(ii)) of approval of a "TriCor ANDA" ; or

(c) the date on which a district court enters a judgment reflecting a determination of infringement and validity or, if infringement is uncontested, a determination of validity in any patent litigation based upon a "TriCor ANDA"; or

(d) the date on which there has been a disapproval, termination, withdrawal and/or abandonment (for any reason) of every "TriCor ANDA."

For purposes of (a)-(d) above, "TriCor ANDA" means an ANDA for TriCor 145 mg and/or TriCor 48 mg for which Abbott has received as of the date of this agreement timely Paragraph IV notification with respect to TriCor 145 mg and/or TriCor 48 mg.

2. The parties' stipulation has been made without the taking of proof or trial. Neither the parties' stipulation nor the Court's order embodying that stipulation constitutes evidence or an admission regarding any allegation in this action or otherwise. Neither the parties' stipulation nor the Court's order embodying that stipulation constitutes an adjudication of the substantive merits of any allegation, claim or defense in this action. Defendants denied and continue to deny all liability with respect to any and all of the allegations and claims in this action, deny that they have engaged in any wrongdoing, deny that they have acted improperly in any way, and deny that any of the conduct prohibited herein would violate any statute, law, regulation or other legal requirement or obligation.

3. The Court retains jurisdiction of this matter for purposes of construction, modification and enforcement of this Stipulated Injunction and Order and of the Settlement Agreement attached hereto.

4. All claims in this action are hereby dismissed with prejudice, each party to bear its own costs and attorney's fees except as otherwise provided in the Settlement Agreement.

SO STIPULATED.

STATE OF FLORIDA
BILL McCOLLUM
ATTORNEY GENERAL

/s/ Patricia A. Conners

Patricia A. Conners
Associate Deputy Attorney General
Elizabeth G. Arthur
Assistant Attorney General
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On behalf of the Plaintiff States

STATE OF ARIZONA
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Consumer Protection Division
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Telephone: 304-558-8986
Facsimile: 304-558-0184

January 7, 2010
3316620

SO ORDERED this 8th day of January, 2010.

UNITED STATES DISTRICT JUDGE

9590979.1

SETTLEMENT AGREEMENT

This settlement agreement ("Agreement") is made and entered into as of December 31, 2009 by and between (a) defendants Abbott Laboratories ("Abbott"), Fournier Industrie et Sante and Laboratoires Fournier S.A. ("Fournier") (collectively "Defendants"), and (b) the States of Florida, Arizona, Arkansas, California, Connecticut, Idaho, Iowa, Kansas, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, New York, North Carolina, Oregon, South Carolina, Texas, Washington and West Virginia, and the Commonwealths of Massachusetts and Pennsylvania, and the District of Columbia, all by their respective Attorneys General (or Acting or Interim Attorneys General) (collectively, "States").

WITNESSETH:

WHEREAS, the States have brought an action against Defendants, C.A. No. 08-155 (SLR), pending in the United States District Court for the District of Delaware before the Hon. Sue L. Robinson (the "Lawsuit") in which the States allege violations of federal and state antitrust, consumer protection, unfair competition and related statutory and common law and seek damages, penalties, injunctive relief and other equitable relief;

WHEREAS, Defendants deny each and every one of the States' allegations of unlawful or wrongful conduct, and deny that any conduct challenged by the States caused any damage whatsoever, and have asserted a number of defenses to the States' claims;

WHEREAS, the States and Defendants desire to settle their disputes and the Lawsuit as between them to avoid further expense and inconvenience of litigation, without any admission of liability or wrongdoing on the part of Defendants or any admission on the part of the States of any lack of merit in the claims asserted;

WHEREAS, the States and Defendants agree that this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants or of the truth of any claim or allegation or a waiver of any defenses thereto, or an admission by the States of any lack of merit in the claims asserted;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Within ten (10) business days following the entry of an order in the form attached as A Exhibit hereto and Defendants' receipt by fax or email of wire transfer instructions in a writing signed by any of States' Liaison Counsel as defined below, Defendants shall pay, by wire transfer, the sum of Twenty Two Million, Five Hundred Thousand dollars ($22,500,000) (the "Settlement Funds") to such single account administered by the Attorney General of Missouri as directed in the wire transfer instructions. The Attorney General of Missouri shall act on behalf of the States in distributing the Settlement Funds in accordance with their direction. The Settlement Funds are comprised of $16,559,366.00 for reimbursement to State governmental agencies and other entities and $5,940,634.00 for reimbursement to the States for legal fees and costs, including expert fees and other investigative and litigation costs.

2. Defendants shall have no dominion, control or title to the Settlement Funds, and shall have no right to challenge the States' distribution of the Settlement Funds or the manner in which they are utilized. Each Plaintiff State shall use the Settlement Funds for one or more of the following purposes, as determined by each Plaintiff State's Attorney General at his or her exclusive option, and as otherwise consistent with the laws of his or her respective state:

a. Distribution to the Plaintiff State's governmental agencies and other entities;

b. Reimbursement of the Plaintiff State's attorneys' fees and/or investigation, litigation and settlement administration costs;

c. Reimbursement of the Plaintiff State's consultants' and experts' fees;

d. Promotion of antitrust or consumer protection enforcement by the Attorney General of such state;

e. Deposit into a state antitrust or consumer protection account (e.g., revolving account, trust account, etc.) for use in accordance with the state laws governing that account; and/or

f. Deposit into a fund exclusively dedicated to assisting the Plaintiff State's Attorney General to defray the cost of experts, economists, and consultants in antitrust investigations and litigation.

3. Defendants shall deposit the Settlement Funds paid to the Plaintiff States pursuant to this Agreement into the account specified in the wire transfer instructions referenced in Paragraph 1. Defendants shall have no right to impose any restrictions on the Plaintiff States' administration of said account, either directly or by their agent(s).

4. Defendants and States shall execute a Stipulated Injunction and Order in the form attached as Exhibit A hereto concurrently with the execution of this Agreement. Within four (4) business days of final execution, the Stipulated Injunction and Order shall be filed in the Court in which the Lawsuit is pending.

5. The Released Parties (as defined below) are and shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages, fines, penalties and liabilities, of any nature whatsoever (collectively "Claims") (whether such Claims arise or are incurred before, during or after the date hereof), including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that any of the Releasing Parties (as defined below) ever had, now has, or hereafter can, shall or may have, directly, indirectly, as assignee, representatively, derivatively, in a proprietary capacity, or in any other capacity, to the extent that such Claims

(i) were asserted in the Lawsuit, or

(ii) arise out of any conduct alleged in the Lawsuit, or

(iii) arise out of any alleged change in formulation, withdrawal, substitution or introduction of, or impairment of competition (including but not limited to the alleged improper obtaining or enforcement of any patent) relating to any TriCor product (including TriCor 200 mg, 134 mg and 67 mg capsules, TriCor 160 mg and 54 mg tablets, TriCor 145 mg and 48 mg tablets and Lipidil) or any generic equivalent thereof,

provided only that such conduct ("Conduct") occurred or allegedly occurred prior to the date

hereof. (the "Released Claims"). The term "Released Claims" shall not include the claims identified in Paragraph 7 below.

The term "Releasing Parties" shall mean: (i) the States, including all State departments, divisions, bureaus and agencies and (ii) all entities listed on Exhibit B hereto, regardless of whether they are described by (i). Each of the States represents that Exhibit B includes all of the entities on whose behalf any of them has asserted any claims in this Lawsuit with the exception of such entities that have released their claims, directly or indirectly through a third party, in Case No. 05-360 (U.S.D.C., D. Del.) or Case No. 05-340 (U.S.D.C., D. Del.) (the"Private Actions"). This release shall not diminish any right of any entity to participate, directly or indirectly, in the settlements of the Private Actions.

The term "Released Parties" shall mean: Defendants and, in their capacities as such, Defendants' respective past, present and future parents, subsidiaries, divisions, affiliates, stockholders, owners, officers, directors, insurers, general or limited partners, employees, agents, attorneys and other legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

6. For the avoidance of doubt, each of the States expressly acknowledges that Released Claims are intended to include Claims 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 to the extent that such Claims would otherwise fall within the definition of Released Claims. In the event any Releasing Party asserts a claim that is a Released Claim, this Agreement shall operate as a complete bar to such claim. In addition, each of the States hereby expressly waives and releases any and all provisions, rights or benefits conferred by §1542 of the California Civil Code or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code, with respect to the Released Claims as defined above, provided that reference to §1542 of the California Civil Code or similar statutes shall not be deemed to convert a specific release into a general release. Section 1542 of the California Civil Code provides:

> **Section 1542. General Release--Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Each of the States may hereafter discover facts other than or different from those which it knows or believes to be true with respect to the Claims which are the subject matter of this Paragraph 5, but each of the States hereby expressly fully, finally and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

7. Released Claims shall not include claims arising in the ordinary course of business between the Releasing Parties and the Released Parties concerning product liability, breach of warranty, breach of contract (other than breach of contract based in whole or in part on the Conduct) or bodily injury. Released Claims also shall not include (a) claims of criminal liability; and (b) claims involving: "best price," "direct price," "average wholesale price" or "wholesale acquisition cost" reporting practices; federal Medicaid drug rebate statute violations; FDA marketing violations; Medicaid fraud or abuse; and/or kickback violations related to any State's Medicaid program.

8. Each of the States represents and warrants that it has not assigned or transferred to any person or entity any right to recover for any Claim that otherwise would be a Released Claim.

9. The States and their counsel shall look solely to the Settlement Funds for settlement and satisfaction against the Released Parties of all Released Claims, including without limitation any costs, fees or expenses of any of the States or their attorneys, experts, advisors, agents and representatives, including with respect to the Lawsuit and to the performance of their obligations under this Agreement.

10. It is further understood and agreed that this Agreement is made in compromise and settlement of claims made and denied, and that nothing in this Agreement, and no action taken pursuant to it, should be construed as an admission or concession by the Defendants, or a finding by any court, (i) of a violation of any statute, regulation, or other legal requirement or of any liability under any theory of recovery at law or in equity; or (ii) regarding the strengths or merits of any claim previously alleged or which could have been alleged in the Lawsuit. This Agreement and any and all negotiations, documents and discussions associated with it (including but not limited to any injunction entered in the Lawsuit pursuant to his Agreement) shall not be construed as or deemed to be evidence of any admission of liability or wrongdoing on the part of Defendants, or of the truth of any of the claims or allegations contained in any complaint or any other pleading or document, and evidence thereof shall not be offered or accepted as evidence of such in any litigation, arbitration, or other proceeding, and shall have no precedential value; provided, however, that nothing contained herein shall preclude use of this Agreement in any proceeding to enforce this Agreement.

11. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their predecessors, successors and assigns.

12. This Agreement contains the entire, complete, and integrated statement of each and every term and provision of the settlement between the States and Defendants. This Agreement may not be modified in any respect except by a writing executed by duly authorized representatives of all the parties hereto or by counsel on their behalf. All terms of this Agreement shall be governed by and interpreted according to the law of the State of Delaware, without regard to its conflict of law provisions.

13. Defendants and the States hereby irrevocably submit to the jurisdiction of the United States District Court for the District of Delaware for any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement, except that this shall not prohibit the assertion and enforcement of this Agreement as a defense to a claim in the forum in which such claim is brought.

14. The undersigned counsel for the States warrant that all of the States listed herein are parties to this Agreement even if one or more of them is mistakenly identified in this Agreement by an incorrect name (for example, if the "Commonwealth of Pennsylvania" were actually the "State of Pennsylvania").

15. Each of the parties hereto participated materially in the drafting of this Agreement. None of the parties hereto shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof.

16. The complaint and claims in the Lawsuit shall be dismissed with prejudice (each party to bear its own costs and attorney's fees except as otherwise expressly provided herein) upon entry by the court in which the Lawsuit is pending of the Stipulated Injunction and Order in the form specified in Exhibit A hereto.

17. Notice to Defendants pursuant to this Agreement shall be sent by United States mail and either facsimile or electronic mail to the following, or such other persons as Defendants subsequently specify:

Jeffrey I. Weinberger
Stuart N. Senator
Munger, Tolles & Olson LLP
355 South Grand Avenue
Los Angeles, CA 90071
(For Abbott Laboratories)

James L. Cooper
Arnold & Porter LLP
555 Twelfth Street, NW
Washington, DC 20004-1206
(For Fournier Industrie et Sante and Laboratoires Fournier S.A.)

Notice to any of the States pursuant to this Agreement shall be sent by United States mail and either facsimile or electronic mail to the following State Liaison Counsel, the Attorney General of the relevant State (with copies to State Liaison Counsel), or such other persons as the States subsequently specify:

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Anne Schneider
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Office of the Attorney General
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Jefferson City, MO 65102

18. This Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims. The parties agree that for any such proceeding, any court of competent jurisdiction may enter an injunction restraining prosecution of such proceeding. The parties further agree that this Agreement may be pleaded as necessary for the purpose of enforcing the Agreement.

19. In the event any one or more of the provisions of this Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision if Defendants' and the States' counsel mutually agree to proceed as if such illegal, invalid or unenforceable provision had never been

included in the Agreement.

20. This Agreement may be executed in counterparts. Signatures transmitted from facsimile or other electronic means shall be considered as valid signatures as of the date hereof.

IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, represents that he or she is authorized to execute this Agreement on behalf of the party or parties for whom he or she has signed, has agreed on behalf of his or her respective party or parties to be bound by its terms, and has entered into this Agreement on behalf of the party or parties for whom be or she has signed as of the date hereof.

ABBOTT LABORATORIES

By _____
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Attorneys for Fournier Industrie et Sante and Laboratoires Fournier S.A.

included in the Agreement.

20. This Agreement may be executed in counterparts. Signatures transmitted from facsimile or other electronic means shall be considered as valid signatures as of the date hereof.

IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, represents that he or she is authorized to execute this Agreement on behalf of the party or parties for whom he or she has signed, has agreed on behalf of his or her respective party or parties to be bound by its terms, and has entered into this Agreement on behalf of the party or parties for whom be or she has signed as of the date hereof.

ABBOTT LABORATORIES

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On behalf of the Plaintiff States

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