

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice, and on behalf of the Office of Inspector General of the Department of Health and Human Services (“OIG-HHS”), the TRICARE Management Activity (“TMA”), the United States Office of Personnel Management (“OPM”), the United States Department of Veterans Affairs (“VA”), and the Office of Workers Compensation Programs of the United States Department of Labor (“DOL-OWCP”) (collectively the “United States”); Meredith McCoyd, Susan Mulcahy, Doreen Merriam, Sondra Knowles, Tamara Dietzler, Thomas J. Spetter, Jr. (collectively, “Relators”); and Abbott Laboratories (“Abbott”), through its authorized representatives. Collectively, all of the above will be referred to as “the Parties.”

II. RECITALS

A. Abbott is an Illinois corporation headquartered in Abbott Park, Illinois. At all relevant times, Abbott distributed, marketed, and sold pharmaceutical products in the United States, including a drug sold under the trade names Depakote DR, Depakote ER, and Depakote Sprinkle (collectively, “Depakote”).

B. Relators have filed the following qui tam actions against Abbott (collectively, the “Civil Actions”):

- i. *United States, et al., ex rel. Meredith McCoyd v. Abbott Labs., et al.*, Civil Action No. 1:07-cv-00081 (W.D. Va.);
- ii. *United States ex rel. Susan Mulcahy, Doreen Merriam, and Sondra Knowles v. Abbott Labs., et al.*, Civil Action No. 1:08-cv-00054 (W.D. Va.);
- iii. *United States of America, et al., ex rel. Tamara Dietzler v. Abbott Labs.*, Civil Action No. 1:09-cv-00051 (W.D. Va.);

iv. *United States, et al., ex rel. Thomas J. Spetter, Jr. v. Abbott Labs., Inc., et al.*, Civil Action No. 1:10-cv-00006 (W.D. Va.).

C. The United States of America intervened in the Civil Actions on February 1, 2011.

D. On such date as may be determined by the Court, Abbott will plead guilty pursuant to Fed. R. Crim. P. 11 to an Information to be filed by the United States in *United States v Abbott Labs.*, Criminal Action No. [to be assigned] (W.D. Va.) (the “Criminal Action”) that will allege a violation of 21 U.S.C. §§ 331(a) and 333(a)(1), 352(a) and 352(f)(1), namely, the introduction into interstate commerce of a misbranded drug, Depakote, in violation of the Food, Drug and Cosmetic Act.

E. Abbott has entered or will be entering into separate settlement agreements, described in Paragraph III.1(b) below (the “Medicaid State Settlement Agreements”) with certain states and the District of Columbia in settlement of the Covered Conduct, defined below. States with which Abbott executes a Medicaid State Settlement Agreement in the form to which Abbott and the National Association of Medicaid Fraud Control Units (“NAMFCU”) have agreed, or in a form otherwise agreed to by Abbott and an individual State, shall be defined as “Medicaid Participating States.”

F. The United States alleges that Abbott caused claims for payment for Depakote to be submitted to the Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (“Medicaid”) and the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”). The United States further alleges that Abbott caused claims for payment for Depakote to be submitted to the TRICARE program, 10 U.S.C. §§ 1071-1109 (“TRICARE”); the Federal Employees Health Benefits Program, 5 U.S.C. §§ 8901-8914 (“FEHBP”); and the following DOL-OWCP programs: the Federal Employees’ Compensation Act, 5 U.S.C. § 8101 *et seq.* (“FECA”), the Energy Employees Occupational

Illness Compensation Program Act, 42 U.S.C. § 7384 et seq. (“EEOICPA”), and the Black Lung Benefits Act, 30 U.S.C. § 901 et seq. (“BLBA”); and that Abbott caused purchases of Depakote by the VA, 38 U.S.C. §§ 1701-1743 (collectively, the “Other Federal Healthcare Programs”).

G. The United States contends that it and the Medicaid Participating States have certain civil claims against Abbott, as specified in Paragraph III.2 below, for engaging in the following conduct concerning the marketing, promotion and sale of Depakote between January 1998 and December 31, 2008 (hereinafter referred to as the “Covered Conduct”):

Abbott illegally marketed Depakote by:

- (a) knowingly promoting the sale and use of Depakote for uses that were not approved by the Food and Drug Administration as safe and effective (“unapproved uses”), including behavioral disturbances in dementia patients, psychiatric conditions in children and adolescents, schizophrenia, depression, anxiety, conduct disorders, obsessive-compulsive disorder, post-traumatic stress disorder, alcohol and drug withdrawal, attention deficit disorder, autism, and other psychiatric conditions. Some of these unapproved uses were not medically accepted indications for which the United States and state Medicaid programs provided coverage for Depakote. This promotion included, in part:
 - (i) making false and misleading statements about the safety, efficacy, dosing, and cost-effectiveness of Depakote for some of these unapproved uses;
 - (ii) marketing Depakote to health care professionals to control behavioral disturbances in dementia patients in nursing homes by claiming that Depakote was not subject to certain requirements of the Omnibus Budget Reconciliation Act of 1987 (OBRA) designed to prevent the use of unnecessary drugs in nursing homes and that this use of Depakote would help nursing homes avoid the administrative burdens and costs of complying with OBRA regulatory restrictions applicable to antipsychotics.
- (b) offering and paying illegal remuneration to health care professionals and long term care pharmacy providers to induce them to promote and/or prescribe Depakote and to improperly and unduly influence the content of company sponsored Continuing Medical Education programs, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b).

As a result of the foregoing conduct, the United States alleges that Abbott knowingly caused false and/or fraudulent claims for Depakote to be submitted to, or caused purchases by, Medicare, Medicaid and the Other Federal Healthcare Programs.

H. The United States also contends that it has certain administrative claims against Abbott as specified in Paragraphs III.4 through III.7, below, for engaging in the Covered Conduct.

I. This Agreement is made in compromise of disputed claims. This Agreement is not an admission of facts or liability by Abbott, nor a concession by the United States that its claims are not well-founded. Abbott expressly denies the allegations of the United States and Relators as set forth herein and in the Civil Actions and denies that it engaged in any wrongful conduct in connection with the Covered Conduct, with the exception of such admissions that are made in connection with any guilty plea by Abbott in connection with the Criminal Action and the following:

(1) A substantial percentage of nursing home residents with dementia were beneficiaries of federal healthcare programs, including Medicare and Medicaid. Promotion of Depakote to healthcare providers in nursing homes for the control of the agitation and aggression of dementia patients caused the submission of certain claims to federal healthcare programs for that use. These programs paid hundreds of millions of dollars for claims resulting from the use of Depakote for the control of the agitation and aggression of dementia patients.

(2) A substantial percentage of individuals suffering from schizophrenia were beneficiaries of federal healthcare programs, including Medicare and Medicaid. Promotion of Depakote to healthcare providers for the treatment of schizophrenia caused the submission of certain claims to federal healthcare programs for

that use. These programs paid millions of dollars for claims resulting from the use of Depakote to treat schizophrenia.

Neither this Agreement or its execution, nor the performance of any obligation arising under it, including any payment, nor the fact of settlement, is intended to be, or shall be understood as, an admission of liability or wrongdoing, or other expression reflecting on the merits of the dispute by any party to this Agreement.

J. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relators' reasonable expenses, attorneys' fees, and costs.

K. To avoid the delay, expense, inconvenience, and uncertainty of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the parties agree and covenant as follows:

III. TERMS AND CONDITIONS

1. Abbott shall pay to the United States and the Medicaid Participating States, collectively, the sum of Eight Hundred Million Dollars (\$800,000,000.00), plus accrued interest in an amount of 2.5% per annum from September 16, 2011 and continuing until and including the day of payment (the "Settlement Amount"). The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the Effective Date of this Agreement. This debt shall be discharged by payments to the United States and the Medicaid Participating States, under the following terms and conditions:

(a) Abbott shall pay to the United States the sum of \$560,851,357, plus accrued interest as set forth above ("Federal Settlement Amount"). The Federal Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions from the United States no later than seven (7) business days after (i) this Agreement is fully executed by the Parties and delivered to Abbott's attorneys; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble Paragraph II.D in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later.

(b) Abbott shall deposit the sum of \$239,148,643, plus accrued interest as set forth above ("Medicaid State Settlement Amount") into one or more interest-bearing money market or bank accounts that are held in the name of Abbott, but segregated from other Abbott accounts (the "State Settlement Accounts"), and make payment from the State Settlement Accounts to the Medicaid Participating States pursuant to written instructions from the NAMFCU Negotiating Team and under the terms and conditions of the Medicaid State Settlement Agreements that Abbott will enter into with the Medicaid Participating States.

(c) Contingent upon the United States receiving the Federal Settlement Amount from Abbott, the United States agrees to pay, as soon as feasible upon receipt, to Relator Meredith

McCoyd, the sum of \$84,127,704, plus 15 percent of the actual accrued interest paid to the United States by Abbott, as set forth in Paragraph III.1(a), above (“Relators’ Share”) as Relators’ share of the proceeds pursuant to 31 U.S.C. § 3730(d). No other relator payments shall be made by the United States with respect to the matters covered by this Agreement. All Relators represent that they will abide by the terms of any separate agreements that they may have reached with one or more of the other Relators concerning the allocation of the Relators’ Share among themselves.

(d) If Abbott’s agreed-upon guilty plea pursuant to Fed. R. Crim. P. 11(c)(1)(C) in the Criminal Action described in Preamble Paragraph II.D is not accepted by the Court or the Court does not impose the agreed-upon sentence for whatever reason, this Agreement shall be null and void at the option of either the United States or Abbott. If either the United States or Abbott exercises this option, which option shall be exercised by notifying all Parties, through counsel, in writing within five (5) business days of the Court’s decision, the Parties will not object and this Agreement will be rescinded. If this Agreement is rescinded, Abbott will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims, actions or proceedings arising from the Covered Conduct that are brought by the United States within 90 calendar days of rescission, except to the extent such defenses were available on the day on which the qui tam complaints listed in Preamble Paragraph II.B, above, were filed.

2. Subject to the exceptions in Paragraph III.9 below (concerning excluded claims) and conditioned upon Abbott’s full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, servants, agencies, and departments) releases Abbott, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, and their current and former directors, officers,

and employees, and the predecessors, successors, and assigns of any of them (the “Released Parties”) from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; any statutory provision creating a cause of action for civil damages or civil penalties which the Civil Division of the Department of Justice has actual or present authority to assert and compromise pursuant to 28 C.F.R. Pt. 0, Subpart I, 0.45(d); or the common law theories of payment by mistake, unjust enrichment, fraud, disgorgement, and, if applicable, breach of contract.

3. Subject to the exceptions in Paragraph III.9 below (concerning excluded claims) and Paragraph III.20 below (concerning Relators’ Share and reasonable fees, expenses, and costs), and conditioned upon Abbott’s full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, fully and finally release, waive and forever discharge Abbott together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, transferees, and the predecessors, successors, and assigns of any of them and their current or former owners, directors, officers and employees, representatives, servants, agents, consultants and attorneys, individually and collectively, from any civil monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and any claims, allegations, demands, actions or causes of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or under common law, that they, their heirs, successors, attorneys, agents and assigns otherwise would have standing to bring, including, without limitation, any claim that the Relators asserted or could have asserted in the Civil Actions.

4. In consideration of the obligations of Abbott in this Agreement and the Corporate Integrity Agreement (“CIA”) entered into between OIG-HHS and Abbott, and conditioned upon Abbott’s full payment of the Settlement Amount, OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Abbott under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks or other prohibited activities) for the Covered Conduct, or against Abbott under 42 U.S.C. § 1320a-7(b)(1) based on Abbott’s agreement to plead guilty to the charge in the Criminal Action referenced above in Preamble Paragraph II.D, except as reserved in Paragraph III.9 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Abbott from the Medicare, Medicaid, or other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Section precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.9, below.

5. In consideration of the obligations of Abbott set forth in this Agreement, conditioned upon Abbott’s full payment of the Settlement Amount, TMA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Abbott, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors, and assigns, and their current and former directors, officers, and employees under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph III.9 (concerning excluded claims) below, and as reserved in this Paragraph. TMA expressly reserves its authority to exclude Abbott under 32 C.F.R. §

199.9(f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii), based upon the Covered Conduct. Nothing in this Paragraph precludes TMA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.9, below.

6. In consideration of the obligations of Abbott set forth in this Agreement, and conditioned upon Abbott's full payment of the Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action against Abbott, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors, and assigns, and their current and former directors, officers, and employees under 5 U.S.C. § 8902a(b) or 5 C.F.R. Part 919 for the Covered Conduct, except as reserved in Paragraph III.9 (concerning excluded claims) below, and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). Nothing in this Paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.9, below.

7. In consideration of the obligations of Abbott in this Agreement, and conditioned upon Abbott's full payment of the Settlement Amount, DOL-OWCP agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion and debarment from the FECA, EEOICPA and BLBA programs against Abbott, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and assigns, and their current and former directors, officers, and employees under 20 C.F.R. §§ 10.815, 30.715 and 702.431 for the Covered Conduct, except as reserved in Paragraph III.9 (concerning excluded claims), below and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). Nothing in this Paragraph precludes the OWCP of the DOL from taking action against entities or

persons, or for conduct and practices, for which claims have been reserved in Paragraph III.9, below.

8. 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). In the event the Transaction occurs, and as of the Effective Time, the foregoing releases in Paragraphs III.2 through III.3 and III.5 through III.7 that run to the benefit of Abbott will continue to apply fully to Abbott, the Diversified Company, the Pharmaceutical Company, and their subsidiaries and the foregoing release in Paragraph III.4 will apply fully to Abbott, the Diversified Company, and the Pharmaceutical Company.

9. Notwithstanding the releases given in Paragraphs III.2 through III.8 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- (a) Any liability arising under Title 26, United States Code (Internal Revenue Code);
- (b) Any criminal liability;
- (c) Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- (d) Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

- (e) Any liability based upon such obligations as are created by this Agreement;
- (f) Any liability for express or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- (g) Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- (h) Any liability for failure to deliver goods or services due; and
- (i) Any liability of individuals (including current or former directors, officers, employees, agents, or shareholders of Abbott) who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual), are indicted or charged, or enter into a plea agreement.

10. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon the payment of the Relators' Share described in Paragraph 1(c), Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Actions or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Actions.

11. Abbott waives and shall not assert any defenses Abbott may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

12. Abbott fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Abbott has asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

13. Conditioned on Relators' compliance with their obligations under this Agreement, Abbott together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, transferees, and the predecessors, successors, and assigns of any of them and their current or former owners, directors, officers and employees, representatives, servants, agents, consultants and attorneys, individually and collectively, fully and finally release, waive and forever discharge Relators and their heirs, successors, attorneys, agents, and assigns, from any claims, allegations, demands, actions or causes of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or under common law, that they otherwise would have standing to bring, including, without limitation, any claim that Abbott asserted or could have asserted in the Civil Actions, except to the extent related to: (i) Relators' claims for a Relators' Share of the Medicaid State Settlement Amount under the Medicaid State Settlement Agreements; (ii) Relators' claims arising under the *qui tam* provisions of any State with which Abbott does not execute a Medicaid State Settlement Agreement pursuant to the terms of this

Agreement; or (iii) Relators' claims for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d)(1).

14. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any other state or Federal payer, related to the Covered Conduct; and Abbott agrees not to resubmit to any Medicare carrier or intermediary or any other state or Federal payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

15. Abbott agrees to the following:

(a) Unallowable Costs Defined. All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47 and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5, and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Abbott, its present or former officers, directors, employees, shareholders, and agents in connection with the following are "Unallowable Costs" for government contracting purposes and under Medicare, Medicaid, TRICARE, and FEHBP:

- (i) the matters covered by this Agreement and the plea agreement referenced in Preamble Paragraph II.D;
- (ii) the United States' audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;
- (iii) Abbott's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

- (iv) the negotiation and performance of this Agreement, the Plea Agreement, and the Medicaid State Settlement Agreements;
- (v) the payments Abbott makes to the United States or any State pursuant to this Agreement, the Plea Agreement, or the Medicaid State Settlement Agreements, and any payments that Abbott may make to Relators (including costs and attorneys' fees); and
- (vi) the negotiation of, and obligations undertaken pursuant to the CIA to: (a) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (b) prepare and submit reports to OIG-HHS. However, nothing in this Paragraph III.15(a)(vi) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Abbott.

(b) Future Treatment of Unallowable Costs. Unallowable Costs shall be separately estimated and accounted for by Abbott, and Abbott shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Abbott or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

(c) Treatment of Unallowable Costs Previously Submitted for Payment. Abbott further agrees that within 90 days of the Effective Date of this Agreement, it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carders, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid Program,

including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Abbott or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Abbott agrees that the United States, at a minimum, shall be entitled to recoup from Abbott any overpayment, plus applicable interest and penalties, as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment. Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Abbott, or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs on Abbott's or any of its subsidiaries' or affiliates' cost reports, cost statements, or information reports.

(d) Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Abbott's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

16. Abbott agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Abbott shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals.

17. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraphs III.8 and III.18 (waiver for beneficiaries paragraph), below.

18. Abbott agrees that it waives and shall not seek payment for any of the healthcare billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

19. Abbott warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Abbott, within the meaning of 11 U.S.C. § 547(c)(1); and (b) have concluded that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity that Abbott was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(I).

20. Upon receipt of the payments described in Paragraph 1, above, the United States and Relators shall file a Joint Stipulation of Dismissal as to the Released Parties in each of the Civil Actions pursuant to Rule 41(a)(1). Each stipulation of dismissal shall be (a) with prejudice as to the United States' and Relators' claims as to the Covered Conduct pursuant to and consistent with the terms and conditions of this Agreement; (b) without prejudice as to the United States and with prejudice as to Relators as to all other claims; (c) provided, however, that

the following claims shall not be dismissed until they are settled, adjudicated, or otherwise resolved, and the Court is so informed: (i) Relators' claims for a Relators' Share of the Medicaid State Settlement Amount under the Medicaid State Settlement Agreements; (ii) Relators' claims arising under the *qui tam* provisions of any State or political subdivision with which Abbott does not execute a Medicaid State Settlement Agreement pursuant to the terms of this Agreement; or (iii) Relators' claims for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d)(1).

21. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

22. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

23. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Western District of Virginia, except that disputes arising under the CIA shall be resolved exclusively through the dispute resolution provisions set forth in the CIA. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

24. This Agreement constitutes the complete agreement between the Parties with respect to the issues covered by this Agreement. This Agreement may not be amended except by written consent of the Parties.

25. The undersigned counsel represent and warrant that they are authorized to execute this Agreement on behalf of the persons and entities indicated below.

26. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

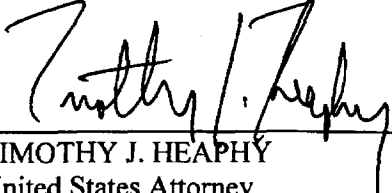
27. This Agreement is binding on Abbott's successors, transferees, heirs, and assigns.

28. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.


29. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

30. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "Effective Date"). Facsimiles of signatures shall constitute acceptable binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

By: 
TIMOTHY J. HEAPHY
United States Attorney
United States Attorney's Office
Western District of Virginia

Dated: 5/7/12

By: 
RICK A. MOUNTCASTLE
Chief, Civil Division
United States Attorney's Office
Western District of Virginia

Dated: 5/7/12

By: _____
BRIAN McCABE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

Dated: _____

By: _____
EDWARD C. CROOKE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

Dated: _____

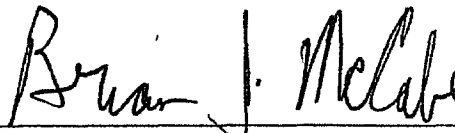
THE UNITED STATES OF AMERICA

By: _____
TIMOTHY J. HEAPHY
United States Attorney
United States Attorney's Office
Western District of Virginia

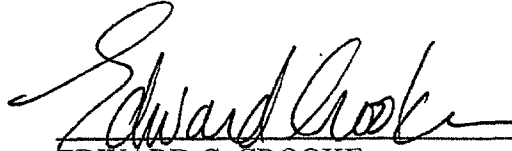
Dated: _____

By: _____
RICK A. MOUNTCASTLE
Chief, Civil Division
United States Attorney's Office
Western District of Virginia

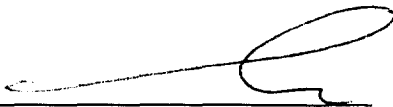
Dated: _____

By: 
BRIAN McCABE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

Dated: 5/7/12

By: 
EDWARD C. CROOKE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

Dated: 5/7/12

By:  Dated: 5/6/12
GREGORY E. DEMSKE
Chief Counsel to the Inspector General
Office of Counsel to the Inspector General
United States Department of Health and Human Service

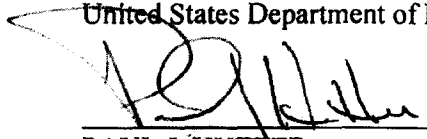
By: _____ Dated: _____
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

By: _____ Dated: _____
SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance Operations
United States Office of Personnel Management

By: _____ Dated: _____
DAVID COPE
Debarring Official
Office of the Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

By: _____ Dated: _____
CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

By: _____ Dated: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
United States Department of Health and Human Service

By:  _____ Dated: 4/30/12
PAUL J. HUTTEN
General Counsel
TRICARE Management Activity
United States Department of Defense


By: _____ Dated: _____
SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance Operations
United States Office of Personnel Management

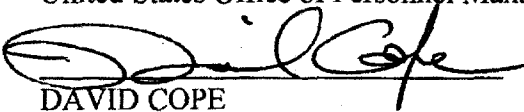
By: _____ Dated: _____
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Debarring Official
Office of the Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

By: _____ Dated: _____
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Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

By: _____ Dated: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
United States Department of Health and Human Service

By: _____ Dated: _____
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

By:  Dated: 5/1/12
SHIRLEY K. PATTERSON
Assistant Director for Federal Employee Insurance Operations
United States Office of Personnel Management

By:  Dated: 5/1/2012
DAVID COPE
Debarring Official
Office of the Assistant Inspector General for Legal Affairs
United States Office of Personnel Management


By: _____ Dated: _____
CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

By: _____ Dated: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
United States Department of Health and Human Service

By: _____ Dated: _____
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

By: _____ Dated: _____
SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance Operations
United States Office of Personnel Management

By: _____ Dated: _____
DAVID COPE
Debarring Official
Office of the Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

By:  _____ Dated: 4/27/12
CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

DEFENDANT ABBOTT LABORATORIES

By: _____ Dated: _____
LAURA J. SCHUMACHER
Executive Vice-President, General Counsel, and Secretary
of Abbott Laboratories
Authorized Corporate Officer

By: _____ Dated: _____
THEODORE V. WELLS, JR., ESQ.
Counsel for Abbott Laboratories


By: _____ Dated: _____
MARK FILIP, ESQ.
Counsel for Abbott Laboratories

RELATOR MEREDITH McCOYD

By: 

MEREDITH McCOYD
Relator

Dated: 5/3/2012

By: 

REUBEN A. GUTTMAN, ESQ.
Counsel for Relator McCoyd

Dated: 5/3/2012

RELATORS SUSAN MULCAHY, DOREEN MERRIAM, SONDRA KNOWLES

By: Susan Mulcahy
SUSAN MULCAHY
Relator

Dated: May 3, 2012

By: _____
DOREEN MERRIAM
Relator

Dated: _____

By: _____
SONDRA KNOWLES
Relator

Dated: _____

By: James Backstrom
JAMES A. BACKSTROM, ESQ.
Counsel for Relators Mulcahy, Merriam,
and Knowles

Dated: May 3, 2012

RELATORS SUSAN MULCAHY, DOREEN MERRIAM, SONDRA KNOWLES

By: _____ Dated: _____
SUSAN MULCAHY
Relator

By: Doreen Merriam Dated: May 3, 2012
DOREEN MERRIAM
Relator

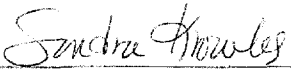
By: _____ Dated: _____
SONDRA KNOWLES
Relator


By: James Backstrom Dated: May 3, 2012
JAMES A. BACKSTROM, ESQ.
Counsel for Relators Mulcahy, Merriam,
and Knowles

RELATORS SUSAN MULCAHY, DOREEN MERRIAM, SONDRA KNOWLES

By: _____ Dated: _____
SUSAN MULCAHY
Relator

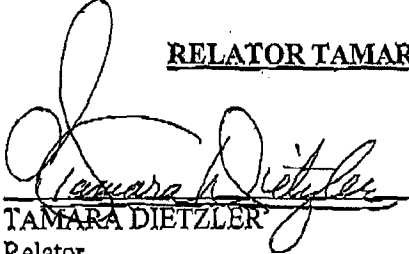
By: _____ Dated: _____
DOREEN MERRIAM
Relator

By:  Dated: May 3, 2012
SONDRA KNOWLES
Relator

By:  Dated: May 3, 2012
JAMES A. BACKSTROM, ESQ.
Counsel for Relators Mulcahy, Merriam,
and Knowles

RELATOR TAMARA DIETZLER

By:


TAMARA DIETZLER
Relator

Dated: 5/2/12

By:

SUSAN M. COLER, ESQ.
Counsel for Relator Dietzler

Dated: _____

By:

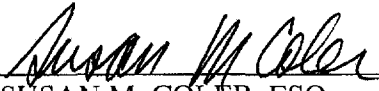
STEVEN M. SPRENGER
Counsel for Tamara Dietzler

Dated: _____

RELATOR TAMARA DIETZLER

By: _____
TAMARA DIETZLER
Relator

Dated: _____

By:  _____
SUSAN M. COLER, ESQ.
Counsel for Relator Dietzler

Dated: 5/3/2012

By: _____
STEVEN M. SPRENGER
Counsel for Tamara Dietzler

Dated: _____


RELATOR TAMARA DIETZLER

By: _____
TAMARA DIETZLER
Relator

Dated: _____

By: _____
SUSAN M. COLER, ESQ.
Counsel for Relator Dietzler

Dated: _____

By:  _____
STEVEN M. SPRENGER
Counsel for Tamara Dietzler

Dated: 5-4-12

RELATOR THOMAS J. SPETTER, JR.

By: Thomas J. Spetter Jr.
THOMAS J. SPETTER, JR.
Relator

Dated: 5-3-12

By: W. Scott Simmer
W. SCOTT SIMMER, ESQ.
Counsel for Relator Spetter

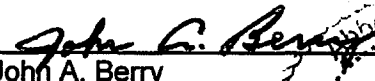
Dated: May 3, 2012

CERTIFICATE

I, John A. Berry, do hereby certify that I am a duly appointed and qualified Assistant Secretary of Abbott Laboratories and acting as such; that Abbott Laboratories is a corporation duly organized and validly existing under the laws of the State of Illinois with its principal office at 100 Abbott Park Road, Abbott Park, Lake County, Illinois; that I am a keeper of its books and records and its corporate seal; that the following resolution is a true, complete and correct copy of the resolution adopted at a regular meeting of its Board of Directors on April 27, 2012; that said meeting was duly called, a quorum was present there at; and that that such resolution is still in effect:

RESOLVED, that the Executive Vice President, General Counsel and Secretary is hereby authorized to enter or cause to be entered on behalf of this Corporation: the Plea Agreement, civil settlement agreements with the federal government and the coordinating states, a Corporate Integrity Agreement with the HHS Office of Inspector General, and all other documents necessary or appropriate to effectuate the settlement of all aspects of the investigation of the Corporation's sales and marketing practices for Depakote from 1998 to 2008 by the United States Department of Justice at any time on or after the date of this meeting.

IN WITNESS WHEREOF, I have affixed my name as Assistant Secretary and have caused the corporate seal of Abbott Laboratories to be hereunto affixed as of this ~~30th~~ day of April, 2012.



John A. Berry
Assistant Secretary



SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice, and on behalf of the Office of Inspector General of the Department of Health and Human Services (“OIG-HHS”), the TRICARE Management Activity (“TMA”), the United States Office of Personnel Management (“OPM”), the United States Department of Veterans Affairs (“VA”), and the Office of Workers Compensation Programs of the United States Department of Labor (“DOL-OWCP”) (collectively the “United States”); Meredith McCoyd, Susan Mulcahy, Doreen Merriam, Sondra Knowles, Tamara Dietzler, Thomas J. Spetter, Jr. (collectively, “Relators”); and Abbott Laboratories (“Abbott”), through its authorized representatives. Collectively, all of the above will be referred to as “the Parties.”

II. RECITALS

A. Abbott is an Illinois corporation headquartered in Abbott Park, Illinois. At all relevant times, Abbott distributed, marketed, and sold pharmaceutical products in the United States, including a drug sold under the trade names Depakote DR, Depakote ER, and Depakote Sprinkle (collectively, “Depakote”).

B. Relators have filed the following qui tam actions against Abbott (collectively, the “Civil Actions”):

- i. *United States, et al., ex rel. Meredith McCoyd v. Abbott Labs., et al.*, Civil Action No. 1:07-cv-00081 (W.D. Va.);
- ii. *United States ex rel. Susan Mulcahy, Doreen Merriam, and Sondra Knowles v. Abbott Labs., et al.*, Civil Action No. 1:08-cv-00054 (W.D. Va.);
- iii. *United States of America, et al., ex rel. Tamara Dietzler v. Abbott Labs.*, Civil Action No. 1:09-cv-00051 (W.D. Va.);

iv. *United States, et al., ex rel. Thomas J. Spetter, Jr. v. Abbott Labs., Inc., et al.*, Civil Action No. 1:10-cv-00006 (W.D. Va.).

C. The United States of America intervened in the Civil Actions on February 1, 2011.

D. On such date as may be determined by the Court, Abbott will plead guilty pursuant to Fed. R. Crim. P. 11 to an Information to be filed by the United States in *United States v Abbott Labs.*, Criminal Action No. [to be assigned] (W.D. Va.) (the “Criminal Action”) that will allege a violation of 21 U.S.C. §§ 331(a) and 333(a)(1), 352(a) and 352(f)(1), namely, the introduction into interstate commerce of a misbranded drug, Depakote, in violation of the Food, Drug and Cosmetic Act.

E. Abbott has entered or will be entering into separate settlement agreements, described in Paragraph III.1(b) below (the “Medicaid State Settlement Agreements”) with certain states and the District of Columbia in settlement of the Covered Conduct, defined below. States with which Abbott executes a Medicaid State Settlement Agreement in the form to which Abbott and the National Association of Medicaid Fraud Control Units (“NAMFCU”) have agreed, or in a form otherwise agreed to by Abbott and an individual State, shall be defined as “Medicaid Participating States.”

F. The United States alleges that Abbott caused claims for payment for Depakote to be submitted to the Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (“Medicaid”) and the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”). The United States further alleges that Abbott caused claims for payment for Depakote to be submitted to the TRICARE program, 10 U.S.C. §§ 1071-1109 (“TRICARE”); the Federal Employees Health Benefits Program, 5 U.S.C. §§ 8901-8914 (“FEHBP”); and the following DOL-OWCP programs: the Federal Employees’ Compensation Act, 5 U.S.C. § 8101 et seq. (“FECA”), the Energy Employees Occupational

Illness Compensation Program Act, 42 U.S.C. § 7384 et seq. (“EEOICPA”), and the Black Lung Benefits Act, 30 U.S.C. § 901 et seq. (“BLBA”); and that Abbott caused purchases of Depakote by the VA, 38 U.S.C. §§ 1701-1743 (collectively, the “Other Federal Healthcare Programs”).

G. The United States contends that it and the Medicaid Participating States have certain civil claims against Abbott, as specified in Paragraph III.2 below, for engaging in the following conduct concerning the marketing, promotion and sale of Depakote between January 1998 and December 31, 2008 (hereinafter referred to as the “Covered Conduct”):

Abbott illegally marketed Depakote by:

- (a) knowingly promoting the sale and use of Depakote for uses that were not approved by the Food and Drug Administration as safe and effective (“unapproved uses”), including behavioral disturbances in dementia patients, psychiatric conditions in children and adolescents, schizophrenia, depression, anxiety, conduct disorders, obsessive-compulsive disorder, post-traumatic stress disorder, alcohol and drug withdrawal, attention deficit disorder, autism, and other psychiatric conditions. Some of these unapproved uses were not medically accepted indications for which the United States and state Medicaid programs provided coverage for Depakote. This promotion included, in part:
 - (i) making false and misleading statements about the safety, efficacy, dosing, and cost-effectiveness of Depakote for some of these unapproved uses;
 - (ii) marketing Depakote to health care professionals to control behavioral disturbances in dementia patients in nursing homes by claiming that Depakote was not subject to certain requirements of the Omnibus Budget Reconciliation Act of 1987 (OBRA) designed to prevent the use of unnecessary drugs in nursing homes and that this use of Depakote would help nursing homes avoid the administrative burdens and costs of complying with OBRA regulatory restrictions applicable to antipsychotics.
- (b) offering and paying illegal remuneration to health care professionals and long term care pharmacy providers to induce them to promote and/or prescribe Depakote and to improperly and unduly influence the content of company sponsored Continuing Medical Education programs, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b).

As a result of the foregoing conduct, the United States alleges that Abbott knowingly caused false and/or fraudulent claims for Depakote to be submitted to, or caused purchases by, Medicare, Medicaid and the Other Federal Healthcare Programs.

H. The United States also contends that it has certain administrative claims against Abbott as specified in Paragraphs III.4 through III.7, below, for engaging in the Covered Conduct.

I. This Agreement is made in compromise of disputed claims. This Agreement is not an admission of facts or liability by Abbott, nor a concession by the United States that its claims are not well-founded. Abbott expressly denies the allegations of the United States and Relators as set forth herein and in the Civil Actions and denies that it engaged in any wrongful conduct in connection with the Covered Conduct, with the exception of such admissions that are made in connection with any guilty plea by Abbott in connection with the Criminal Action and the following:

(1) A substantial percentage of nursing home residents with dementia were beneficiaries of federal healthcare programs, including Medicare and Medicaid. Promotion of Depakote to healthcare providers in nursing homes for the control of the agitation and aggression of dementia patients caused the submission of certain claims to federal healthcare programs for that use. These programs paid hundreds of millions of dollars for claims resulting from the use of Depakote for the control of the agitation and aggression of dementia patients.

(2) A substantial percentage of individuals suffering from schizophrenia were beneficiaries of federal healthcare programs, including Medicare and Medicaid. Promotion of Depakote to healthcare providers for the treatment of schizophrenia caused the submission of certain claims to federal healthcare programs for

that use. These programs paid millions of dollars for claims resulting from the use of Depakote to treat schizophrenia.

Neither this Agreement or its execution, nor the performance of any obligation arising under it, including any payment, nor the fact of settlement, is intended to be, or shall be understood as, an admission of liability or wrongdoing, or other expression reflecting on the merits of the dispute by any party to this Agreement.

J. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relators' reasonable expenses, attorneys' fees, and costs.

K. To avoid the delay, expense, inconvenience, and uncertainty of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the parties agree and covenant as follows:

III. TERMS AND CONDITIONS

1. Abbott shall pay to the United States and the Medicaid Participating States, collectively, the sum of Eight Hundred Million Dollars (\$800,000,000.00), plus accrued interest in an amount of 2.5% per annum from September 16, 2011 and continuing until and including the day of payment (the "Settlement Amount"). The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the Effective Date of this Agreement. This debt shall be discharged by payments to the United States and the Medicaid Participating States, under the following terms and conditions:

(a) Abbott shall pay to the United States the sum of \$560,851,357, plus accrued interest as set forth above ("Federal Settlement Amount"). The Federal Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions from the United States no later than seven (7) business days after (i) this Agreement is fully executed by the Parties and delivered to Abbott's attorneys; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble Paragraph II.D in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later.

(b) Abbott shall deposit the sum of \$239,148,643, plus accrued interest as set forth above ("Medicaid State Settlement Amount") into one or more interest-bearing money market or bank accounts that are held in the name of Abbott, but segregated from other Abbott accounts (the "State Settlement Accounts"), and make payment from the State Settlement Accounts to the Medicaid Participating States pursuant to written instructions from the NAMFCU Negotiating Team and under the terms and conditions of the Medicaid State Settlement Agreements that Abbott will enter into with the Medicaid Participating States.

(c) Contingent upon the United States receiving the Federal Settlement Amount from Abbott, the United States agrees to pay, as soon as feasible upon receipt, to Relator Meredith

McCoyd, the sum of \$84,127,704, plus 15 percent of the actual accrued interest paid to the United States by Abbott, as set forth in Paragraph III.1(a), above (“Relators’ Share”) as Relators’ share of the proceeds pursuant to 31 U.S.C. § 3730(d). No other relator payments shall be made by the United States with respect to the matters covered by this Agreement. All Relators represent that they will abide by the terms of any separate agreements that they may have reached with one or more of the other Relators concerning the allocation of the Relators’ Share among themselves.

(d) If Abbott’s agreed-upon guilty plea pursuant to Fed. R. Crim. P. 11(c)(1)(C) in the Criminal Action described in Preamble Paragraph II.D is not accepted by the Court or the Court does not impose the agreed-upon sentence for whatever reason, this Agreement shall be null and void at the option of either the United States or Abbott. If either the United States or Abbott exercises this option, which option shall be exercised by notifying all Parties, through counsel, in writing within five (5) business days of the Court’s decision, the Parties will not object and this Agreement will be rescinded. If this Agreement is rescinded, Abbott will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims, actions or proceedings arising from the Covered Conduct that are brought by the United States within 90 calendar days of rescission, except to the extent such defenses were available on the day on which the qui tam complaints listed in Preamble Paragraph II.B, above, were filed.

2. Subject to the exceptions in Paragraph III.9 below (concerning excluded claims) and conditioned upon Abbott’s full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, servants, agencies, and departments) releases Abbott, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, and their current and former directors, officers,

and employees, and the predecessors, successors, and assigns of any of them (the “Released Parties”) from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; any statutory provision creating a cause of action for civil damages or civil penalties which the Civil Division of the Department of Justice has actual or present authority to assert and compromise pursuant to 28 C.F.R. Pt. 0, Subpart I, 0.45(d); or the common law theories of payment by mistake, unjust enrichment, fraud, disgorgement, and, if applicable, breach of contract.

3. Subject to the exceptions in Paragraph III.9 below (concerning excluded claims) and Paragraph III.20 below (concerning Relators’ Share and reasonable fees, expenses, and costs), and conditioned upon Abbott’s full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, fully and finally release, waive and forever discharge Abbott together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, transferees, and the predecessors, successors, and assigns of any of them and their current or former owners, directors, officers and employees, representatives, servants, agents, consultants and attorneys, individually and collectively, from any civil monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and any claims, allegations, demands, actions or causes of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or under common law, that they, their heirs, successors, attorneys, agents and assigns otherwise would have standing to bring, including, without limitation, any claim that the Relators asserted or could have asserted in the Civil Actions.

4. In consideration of the obligations of Abbott in this Agreement and the Corporate Integrity Agreement (“CIA”) entered into between OIG-HHS and Abbott, and conditioned upon Abbott’s full payment of the Settlement Amount, OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Abbott under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks or other prohibited activities) for the Covered Conduct, or against Abbott under 42 U.S.C. § 1320a-7(b)(1) based on Abbott’s agreement to plead guilty to the charge in the Criminal Action referenced above in Preamble Paragraph II.D, except as reserved in Paragraph III.9 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Abbott from the Medicare, Medicaid, or other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Section precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.9, below.

5. In consideration of the obligations of Abbott set forth in this Agreement, conditioned upon Abbott’s full payment of the Settlement Amount, TMA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Abbott, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors, and assigns, and their current and former directors, officers, and employees under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph III.9 (concerning excluded claims) below, and as reserved in this Paragraph. TMA expressly reserves its authority to exclude Abbott under 32 C.F.R. §

199.9(f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii), based upon the Covered Conduct. Nothing in this Paragraph precludes TMA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.9, below.

6. In consideration of the obligations of Abbott set forth in this Agreement, and conditioned upon Abbott's full payment of the Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action against Abbott, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors, and assigns, and their current and former directors, officers, and employees under 5 U.S.C. § 8902a(b) or 5 C.F.R. Part 919 for the Covered Conduct, except as reserved in Paragraph III.9 (concerning excluded claims) below, and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). Nothing in this Paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.9, below.

7. In consideration of the obligations of Abbott in this Agreement, and conditioned upon Abbott's full payment of the Settlement Amount, DOL-OWCP agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion and debarment from the FECA, EEOICPA and BLBA programs against Abbott, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and assigns, and their current and former directors, officers, and employees under 20 C.F.R. §§ 10.815, 30.715 and 702.431 for the Covered Conduct, except as reserved in Paragraph III.9 (concerning excluded claims), below and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). Nothing in this Paragraph precludes the OWCP of the DOL from taking action against entities or

persons, or for conduct and practices, for which claims have been reserved in Paragraph III.9, below.

8. 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). In the event the Transaction occurs, and as of the Effective Time, the foregoing releases in Paragraphs III.2 through III.3 and III.5 through III.7 that run to the benefit of Abbott will continue to apply fully to Abbott, the Diversified Company, the Pharmaceutical Company, and their subsidiaries and the foregoing release in Paragraph III.4 will apply fully to Abbott, the Diversified Company, and the Pharmaceutical Company.

9. Notwithstanding the releases given in Paragraphs III.2 through III.8 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- (a) Any liability arising under Title 26, United States Code (Internal Revenue Code);
- (b) Any criminal liability;
- (c) Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- (d) Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

- (e) Any liability based upon such obligations as are created by this Agreement;
- (f) Any liability for express or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- (g) Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- (h) Any liability for failure to deliver goods or services due; and
- (i) Any liability of individuals (including current or former directors, officers, employees, agents, or shareholders of Abbott) who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual), are indicted or charged, or enter into a plea agreement.

10. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon the payment of the Relators' Share described in Paragraph 1(c), Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Actions or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Actions.

11. Abbott waives and shall not assert any defenses Abbott may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

12. Abbott fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Abbott has asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

13. Conditioned on Relators' compliance with their obligations under this Agreement, Abbott together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, transferees, and the predecessors, successors, and assigns of any of them and their current or former owners, directors, officers and employees, representatives, servants, agents, consultants and attorneys, individually and collectively, fully and finally release, waive and forever discharge Relators and their heirs, successors, attorneys, agents, and assigns, from any claims, allegations, demands, actions or causes of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or under common law, that they otherwise would have standing to bring, including, without limitation, any claim that Abbott asserted or could have asserted in the Civil Actions, except to the extent related to: (i) Relators' claims for a Relators' Share of the Medicaid State Settlement Amount under the Medicaid State Settlement Agreements; (ii) Relators' claims arising under the *qui tam* provisions of any State with which Abbott does not execute a Medicaid State Settlement Agreement pursuant to the terms of this

Agreement; or (iii) Relators' claims for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d)(1).

14. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any other state or Federal payer, related to the Covered Conduct; and Abbott agrees not to resubmit to any Medicare carrier or intermediary or any other state or Federal payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

15. Abbott agrees to the following:

(a) Unallowable Costs Defined. All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47 and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5, and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Abbott, its present or former officers, directors, employees, shareholders, and agents in connection with the following are "Unallowable Costs" for government contracting purposes and under Medicare, Medicaid, TRICARE, and FEHBP:

- (i) the matters covered by this Agreement and the plea agreement referenced in Preamble Paragraph II.D;
- (ii) the United States' audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;
- (iii) Abbott's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

- (iv) the negotiation and performance of this Agreement, the Plea Agreement, and the Medicaid State Settlement Agreements;
- (v) the payments Abbott makes to the United States or any State pursuant to this Agreement, the Plea Agreement, or the Medicaid State Settlement Agreements, and any payments that Abbott may make to Relators (including costs and attorneys' fees); and
- (vi) the negotiation of, and obligations undertaken pursuant to the CIA to: (a) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (b) prepare and submit reports to OIG-HHS. However, nothing in this Paragraph III.15(a)(vi) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Abbott.

(b) Future Treatment of Unallowable Costs. Unallowable Costs shall be separately estimated and accounted for by Abbott, and Abbott shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Abbott or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

(c) Treatment of Unallowable Costs Previously Submitted for Payment. Abbott further agrees that within 90 days of the Effective Date of this Agreement, it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carders, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid Program,

including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Abbott or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Abbott agrees that the United States, at a minimum, shall be entitled to recoup from Abbott any overpayment, plus applicable interest and penalties, as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment. Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Abbott, or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs on Abbott's or any of its subsidiaries' or affiliates' cost reports, cost statements, or information reports.

(d) Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Abbott's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

16. Abbott agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Abbott shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals.

17. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraphs III.8 and III.18 (waiver for beneficiaries paragraph), below.

18. Abbott agrees that it waives and shall not seek payment for any of the healthcare billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

19. Abbott warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Abbott, within the meaning of 11 U.S.C. § 547(c)(1); and (b) have concluded that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity that Abbott was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(I).

20. Upon receipt of the payments described in Paragraph 1, above, the United States and Relators shall file a Joint Stipulation of Dismissal as to the Released Parties in each of the Civil Actions pursuant to Rule 41(a)(1). Each stipulation of dismissal shall be (a) with prejudice as to the United States' and Relators' claims as to the Covered Conduct pursuant to and consistent with the terms and conditions of this Agreement; (b) without prejudice as to the United States and with prejudice as to Relators as to all other claims; (c) provided, however, that

the following claims shall not be dismissed until they are settled, adjudicated, or otherwise resolved, and the Court is so informed: (i) Relators' claims for a Relators' Share of the Medicaid State Settlement Amount under the Medicaid State Settlement Agreements; (ii) Relators' claims arising under the *qui tam* provisions of any State or political subdivision with which Abbott does not execute a Medicaid State Settlement Agreement pursuant to the terms of this Agreement; or (iii) Relators' claims for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d)(1).

21. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

22. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

23. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Western District of Virginia, except that disputes arising under the CIA shall be resolved exclusively through the dispute resolution provisions set forth in the CIA. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

24. This Agreement constitutes the complete agreement between the Parties with respect to the issues covered by this Agreement. This Agreement may not be amended except by written consent of the Parties.

25. The undersigned counsel represent and warrant that they are authorized to execute this Agreement on behalf of the persons and entities indicated below.

26. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

27. This Agreement is binding on Abbott's successors, transferees, heirs, and assigns.

28. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

29. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

30. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "Effective Date"). Facsimiles of signatures shall constitute acceptable binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

By: Timothy J. Heaphy
TIMOTHY J. HEAPHY
United States Attorney
United States Attorney's Office
Western District of Virginia

Dated: 5/7/12

By: _____
RICK A. MOUNTCASTLE
Chief, Civil Division
United States Attorney's Office
Western District of Virginia

Dated: _____

By: _____
BRIAN McCABE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

Dated: _____

By: _____
EDWARD C. CROOKE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

Dated: _____

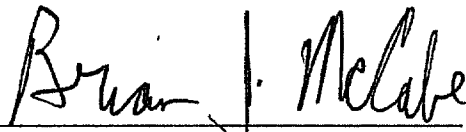
THE UNITED STATES OF AMERICA

By: _____
TIMOTHY J. HEAPHY
United States Attorney
United States Attorney's Office
Western District of Virginia


Dated: _____

By: _____
RICK A. MOUNTCASTLE
Chief, Civil Division
United States Attorney's Office
Western District of Virginia


Dated: _____

By: 
BRIAN McCABE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

Dated: 5/7/12

By: 
EDWARD C. CROOKE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

Dated: 5/7/12

By:  Dated: 5/6/12
GREGORY E. DEMSKE
Chief Counsel to the Inspector General
Office of Counsel to the Inspector General
United States Department of Health and Human Service


By: _____ Dated: _____
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

By: _____ Dated: _____
SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance Operations
United States Office of Personnel Management

By: _____ Dated: _____
DAVID COPE
Debarring Official
Office of the Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

By: _____ Dated: _____
CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

By: _____ Dated: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
United States Department of Health and Human Service

By:  _____ Dated: 4/30/12
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense


By: _____ Dated: _____
SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance Operations
United States Office of Personnel Management

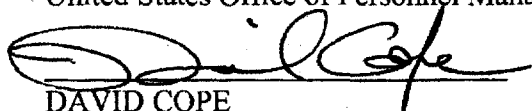
By: _____ Dated: _____
DAVID COPE
Debarring Official
Office of the Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

By: _____ Dated: _____
CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

By: _____ Dated: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
United States Department of Health and Human Service

By: _____ Dated: _____
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

By:  Dated: 5/1/12
SHIRLEY K. PATTERSON
Assistant Director for Federal Employee Insurance Operations
United States Office of Personnel Management

By:  Dated: 5/1/2012
DAVID COPE
Debarring Official
Office of the Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

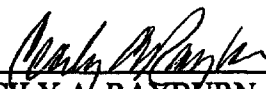
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CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

By: _____ Dated: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
United States Department of Health and Human Service

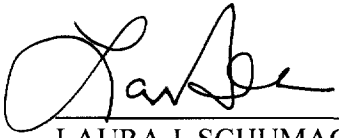
By: _____ Dated: _____
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

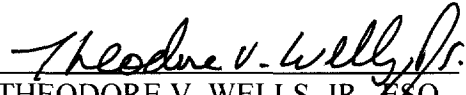
By: _____ Dated: _____
SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance Operations
United States Office of Personnel Management

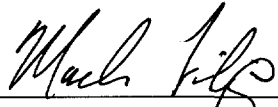
By: _____ Dated: _____
DAVID COPE
Debarring Official
Office of the Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

By:  Dated: 4/27/12
CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

DEFENDANT ABBOTT LABORATORIES

By:  Dated: 5/7/12
LAURA J. SCHUMACHER
Executive Vice-President, General Counsel, and Secretary
of Abbott Laboratories
Authorized Corporate Officer

By:  Dated: 5-7-12
THEODORE V. WELLS, JR., ESQ.
Counsel for Abbott Laboratories

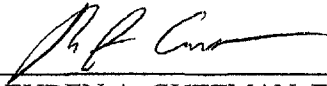
By:  Dated: 5/7/12
MARK FILIP, ESQ.
Counsel for Abbott Laboratories

RELATOR MEREDITH McCOYD

By: 

MEREDITH McCOYD
Relator

Dated: 5/3/2012

By: 

REUBEN A. GUTTMAN, ESQ.
Counsel for Relator McCoyd

Dated: 5/3/2012

RELATORS SUSAN MULCAHY, DOREEN MERRIAM, SONDRA KNOWLES

By: *Susan Mulcahy*
SUSAN MULCAHY
Relator

Dated: May 3, 2012

By: _____
DOREEN MERRIAM
Relator

Dated: _____

By: _____
SONDRA KNOWLES
Relator

Dated: _____

By: *James Backstrom*
JAMES A. BACKSTROM, ESQ.
Counsel for Relators Mulcahy, Merriam,
and Knowles

Dated: May 3, 2012

RELATORS SUSAN MULCAHY, DOREEN MERRIAM, SONDRA KNOWLES

By: _____
SUSAN MULCAHY
Relator

Dated: _____

By: Doreen Merriam
DOREEN MERRIAM
Relator

Dated: May 3, 2012

By: _____
SONDRA KNOWLES
Relator

Dated: _____

By: James A. Backstrom
JAMES A. BACKSTROM, ESQ.
Counsel for Relators Mulcahy, Merriam,
and Knowles

Dated: May 3, 2012

RELATORS SUSAN MULCAHY, DOREEN MERRIAM, SONDRA KNOWLES

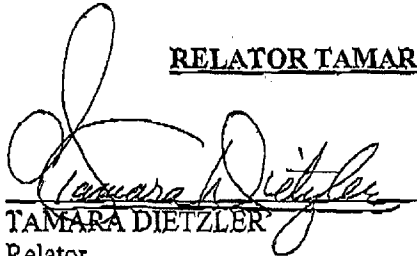
By: _____ Dated: _____
SUSAN MULCAHY
Relator

By: _____ Dated: _____
DOREEN MERRIAM
Relator

By: *Sandra Knowles* Dated: May 3, 2012
SONDRA KNOWLES
Relator

By: *James A. Backstrom* Dated: May 3, 2012
JAMES A. BACKSTROM, ESQ.
Counsel for Relators Mulcahy, Merriam,
and Knowles

RELATOR TAMARA DIETZLER

By: 
TAMARA DIETZLER
Relator

Dated: 5/2/12

By: _____
SUSAN M. COLER, ESQ.
Counsel for Relator Dietzler

Dated: _____

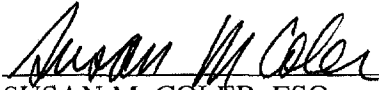
By: _____
STEVEN M. SPRENGER
Counsel for Tamara Dietzler

Dated: _____

RELATOR TAMARA DIETZLER

By: _____
TAMARA DIETZLER
Relator

Dated: _____

By:  _____
SUSAN M. COLER, ESQ.
Counsel for Relator Dietzler

Dated: 5/3/2012

By: _____
STEVEN M. SPRENGER
Counsel for Tamara Dietzler

Dated: _____

RELATOR TAMARA DIETZLER

By: _____
TAMARA DIETZLER
Relator

Dated: _____

By: _____
SUSAN M. COLER, ESQ.
Counsel for Relator Dietzler

Dated: _____

By:  _____
STEVEN M. SPRENGER
Counsel for Tamara Dietzler

Dated: 5-4-12

RELATOR THOMAS J. SPETTER, JR.

By: Thomas J. Spetter Jr.
THOMAS J. SPETTER, JR.
Relator

Dated: 5-3-12

By: W. Scott Simmer
W. SCOTT SIMMER, ESQ.
Counsel for Relator Spetter

Dated: May 3, 2012