

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”); Victoria Starr, Lynn Powell, Camille McGowan, Judy Doetterl, and Kurtis J. Barry (collectively, “Relators”); Janssen Pharmaceuticals, Inc. (“Janssen”) and Johnson & Johnson (collectively, “Defendants”). Collectively, all of the above will be referred to as “the Parties.”

II. RECITALS

A. Johnson & Johnson is a New Jersey corporation headquartered in New Brunswick, New Jersey.

B. Janssen is a Pennsylvania corporation and a subsidiary of Johnson & Johnson. Janssen is headquartered in Titusville, New Jersey and is the successor in interest to Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica Products, L.P., and Ortho-McNeil Pharmaceutical Products, Inc. At all relevant times, these entities distributed, marketed, and sold pharmaceutical products in the United States, including the drugs Risperdal® and Invega®.

C. Relators have filed the following *qui tam* actions against Defendants (collectively, the “Civil Actions”):

- i. *United States ex rel. Victoria Starr v. Janssen Pharmaceutica Prods. L.P.*, Civil Action No. 04-1529 (E.D. Pa.);
- ii. *United States ex rel. Lynn Powell v. Janssen Pharmaceutica Prods. L.P and Johnson & Johnson*, Civil Action No. 04-5184 (E.D. Pa.);

- iii. *United States ex rel. Camille McGowan and Judy Doetterl v. Janssen Pharmaceutica, Inc., Janssen Pharmaceutica Prods., L.P., and Johnson & Johnson*, Civil Action No. 05-5436 (E.D. Pa.); and
- iv. *United States ex rel. Kurtis J. Barry v. Ortho-McNeil-Janssen Pharms., Inc. and Johnson & Johnson, Inc.*, Civil Action No. 10-0098 (E.D. Pa.).

The United States intervened in the Civil Actions on April 29, 2011.

D. On such date as may be determined by the Court, Janssen will plead guilty to introducing a misbranded drug, Risperdal®, into interstate commerce in violation of the Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 331(a) & 333(a)(1) (the “Plea Agreement”). *United States v. Janssen Pharmaceuticals, Inc.*, Criminal Action No. [to be assigned] (E.D. Pa.).

E. Defendants have 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 Defendants execute a Medicaid State Settlement Agreement in the form to which Defendants and National Association of Medicaid Fraud Control Units (“NAMFCU”) have agreed, or in a form otherwise agreed to by Defendants and an individual State, shall be defined as “Medicaid Participating States.”

F. The United States contends that Defendants caused claims for payment for Risperdal® to be submitted to the Medicaid program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”). The United States further alleges that Defendants caused claims for payment for Risperdal® to be submitted to the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“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 Defendants caused purchases of Risperdal® by the VA, 38 U.S.C. §§ 1701-1743 (collectively, the “Other Federal Healthcare Programs”).

G. The United States further contends that Defendants caused claims for the payment for Invega® to be submitted to Medicaid, the Other Federal Healthcare Programs, and the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”).

H. The United States contends that it and the Medicaid Participating States have certain civil claims against Defendants, as specified in Paragraph III.2 below, for engaging in the conduct concerning the marketing, promotion, and sale of Risperdal® and Invega® alleged in the United States’ Complaint in Intervention and as set forth below (hereinafter referred to as the “Covered Conduct”):

- (1) **Risperdal®.** During the period January 1, 1999 through December 31, 2005, Defendants knowingly: (a) promoted the sale and use of Risperdal® for conditions and for patients for which it was not approved as safe and effective by the Food and Drug Administration, including the treatment and/or control of: (i) behavioral disturbances in elderly dementia patients, (ii) conduct disorders, attention deficit hyperactivity disorders, and other uses in children and adolescents under the age of 18, (iii) conduct disorders in individuals with mental retardation and developmental disabilities, and (iv) various non-psychotic mental disorders; some of which were not medically accepted indications as defined by 42 U.S.C. § 1396r-8(k)(6) and were not covered by the United States and state Medicaid programs; (b) made false and misleading statements about the safety and efficacy of Risperdal®; and (c) offered and paid illegal remuneration to health care professionals and long term care pharmacy providers to induce them to promote and/or prescribe Risperdal®, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b).
- (2) **Invega®.** On December 19, 2006, FDA approved Invega® for the treatment of schizophrenia. On July 31, 2009, FDA approved Invega® for the acute treatment of schizoaffective disorder as monotherapy and as an adjunct to mood stabilizers

and/or antidepressants. During the period January 1, 2007 through December 31, 2009, Defendants knowingly: (a) promoted the sale and use of Invega® for conditions for which it was not approved as safe and effective by the Food and Drug Administration; some of which were not medically accepted indications as defined by 42 U.S.C. § 1396r-8(k)(6) and were not covered by the United States and state Medicaid programs; and (b) made false and misleading statements about the safety and efficacy of Invega®.

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

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

J. This Agreement is made in compromise of disputed claims. This Agreement is not an admission of facts or liability by Defendants, nor a concession by the United States that its claims are not well-founded. Defendants expressly deny the allegations of the United States and Relators as set forth herein and in the Civil Actions and deny that they engaged in any wrongful conduct in connection with the Covered Conduct, with the exception of such admissions that are made in connection with the Plea Agreement.

K. 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.

L. To avoid the delay, uncertainty, inconvenience, and expense 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. Defendants shall pay to the United States and the Medicaid Participating States, collectively, one billion, two hundred seventy-three million, and twenty-four thousand dollars

(\$1,273,024,000), plus interest at the rate of 1.375 percent per annum from June 17, 2012, and continuing until and including the day of payment (collectively, 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) Defendants shall pay to the United States the sum of \$749,240,137, 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) calendar days after (i) this Agreement is fully executed by the Parties and delivered to Defendants’ attorneys; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Paragraph II.C in connection with the criminal action referenced in Preamble Paragraph II.D and imposes the agreed upon sentence, whichever occurs later.

(b) Defendants shall deposit the sum of \$523,783,863, 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 Defendants, but segregated from other accounts of Defendants (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 Defendants will enter into with the Medicaid Participating States.

(c) If Janssen’s agreed-upon guilty plea 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 Defendants. If either the United States or Defendants 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, Defendants 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.C, above, were filed.

2. Subject to the exceptions in Paragraph III.8 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Amount, the United States releases Defendants, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; and their current and former owners, officers, directors, employees, and affiliates; and the predecessors, successors, transferees, and assigns of any of them, 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, disgorgement, fraud, and if applicable, breach of contract.

3. Subject to the exceptions in Paragraph III.8 below (concerning excluded claims) and Paragraph III.17 below (concerning Relators' Share and reasonable fees, expenses, and costs), and conditioned upon Defendants' full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Defendants, together with their predecessors, current and former parent corporations, transferees, divisions, affiliates, subsidiaries, successors, and assigns, and their current or former owners, officers, directors, and employees, representatives, agents, servants, consultants, and attorneys, individually or collectively, from any and all civil monetary claim Relators have or may have on

behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733 and for any and all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages (including treble damages and any civil penalties), punitive damages, costs and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, or under any federal or state statute or regulations, or otherwise that Relators have standing to bring which Relators may now have or claim to have against Defendants or related entities, arising in any way out of or connected in any way with the facts, claims, and circumstances alleged in, arising under, or arising from the filing of, the Civil Actions, or from any other past activities and actions of the Defendants or related entities with the following exception: Relators and Relators' counsel do not release the Defendants or related entities for any claims they may have for reasonable attorneys' fees, expenses and costs pursuant to 31 U.S.C. § 3730(d) and pursuant to any similar state statute.

4. In consideration of the obligations of Defendants in this Agreement and the Corporate Integrity Agreement (CIA) entered into between OIG-HHS and Johnson & Johnson, and conditioned upon Defendants' full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Defendants 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, and other prohibited activities) for the Covered Conduct, or under 42 U.S.C. § 1320a-7(b)(1) based on Janssen's agreement to plead guilty to the Criminal Action referenced in Paragraph C above, except as reserved in Paragraph III.8 (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 Defendants from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this

Paragraph 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.8, below.

5. In consideration of the obligations of Defendants set forth in this Agreement, and conditioned upon Defendants' 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 Defendants and their predecessors, and their 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.8 (concerning excluded claims), below, and as reserved in this Paragraph. TMA expressly reserves authority to exclude Defendants from the TRICARE Program 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.8, below.

6. In consideration of the obligations of Defendants in this Agreement, and conditioned upon Defendants' full payment of the Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action against Defendants and their predecessors, and their 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 or 5 C.F.R. Part 890 Subpart J or Part 919 for the Covered Conduct, except as reserved in Paragraph III.8 (concerning excluded claims), below and as reserved in this Paragraph. OPM expressly reserves all rights to comply with any statutory obligations to debar Defendants from the FEHBP under 5 U.S.C. § 8902a(b) (mandatory exclusion) based upon the Covered Conduct. 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.8, below.

7. In consideration of the obligations of Defendants in this Agreement, and conditioned upon Defendants' 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 Defendants, their predecessors, and their 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.8 (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 DOL-OWCP from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph III.8, below.

8. Notwithstanding any term of this Agreement, the following claims of the United States are specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Defendants and the Relators):

- a. Any liability arising under Title 26, U.S. 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 to the United States or the State of Arkansas (or their agencies) arising from claims pending in Arkansas state court relating to Risperdal® claims submitted to the Arkansas Medicaid program;
- f. Any liability based upon such obligations as are created by this Agreement;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and

i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

9. 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). In connection with this Agreement and the Civil Actions, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, nor any dismissal of the Civil Actions, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relators should receive of any proceeds of the settlement of their claim(s).

10. Defendants waive and shall not assert any defenses they 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.

11. Defendants fully and finally release 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 Defendants have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

12. In consideration of the obligations of the Relators set forth in this Agreement, Defendants, on behalf of themselves, their predecessors, and their current and former parent corporations, transferees, divisions, affiliates, subsidiaries, successors, and assigns, and their current or former officers, directors, and employees, fully and finally release, waive, and forever discharge Relators and their respective heirs, successors, attorneys, agents, and assigns from any claims or allegations that Defendants have asserted or could have asserted arising from the Covered Conduct or related to the initiation, investigation, and/or prosecution of the Civil Actions by Relators or their attorneys, except as they relate to: (i) Relators' claims arising under the *qui tam* provisions of any State with which Defendants do not execute a Medicaid State Settlement Agreement pursuant to the terms of this Agreement; (ii) a claim by Relators for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d) and pursuant to any similar state statute.

13. 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 carrier or payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare carrier or intermediary or any other state or Federal carrier or payer any previously denied claims related to the Covered Conduct, and agree not to appeal any such denials of claims.

14. Defendants agree 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 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their present or former officers, directors, employees, shareholders, and agents in connection with the following are "Unallowable Costs" for government contracting purposes and under the Medicare Program, Medicaid Programs, TRICARE Program, 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) Defendants' 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 Defendants make to the United States or any State pursuant to this Agreement, the Plea Agreement, or the Medicaid State Settlement Agreements, and any payments that Defendants 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.14(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 Defendants.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendants, and Defendants 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 Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Defendants further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, 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 Defendants or any of their 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. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants 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 Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Defendants or any of their 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 Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

15. 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 Paragraph III.2, above, and Paragraph III.16 (waiver for beneficiaries paragraph), below.

16. Defendants agree that they waive and shall not seek payment for any of the health care 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.

17. Upon receipt of the payment described in Paragraph III.1, above, the United States and Relators shall promptly sign and file a Joint Stipulation of Dismissal in the Civil Actions pursuant to Rule 41(a)(1). The stipulation of dismissal shall be (a) with prejudice as to the United States 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 as to remaining claims, if any, asserted in each of the Civil Actions; (c) and with prejudice as to Relators as to all claims in each of the Civil Actions; provided, however, that the following claims shall not be dismissed until they are settled, adjudicated, or otherwise resolved: (i) Relators' claims for a Relators' Share of the Settlement Amount pursuant to 31 U.S.C. § 3730(d)(1) and pursuant to any similar state statute; (ii) Relators' claims arising under the *qui tam* provisions of any State with which Defendants do not execute a Medicaid State Settlement Agreement pursuant to the terms of this Agreement; and (iii) Relators' claims for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d)(1) and pursuant to any similar state statute.

18. Except as expressly provided to the contrary elsewhere 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.

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

20. 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 Eastern District of Pennsylvania, 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.

21. 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.

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

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

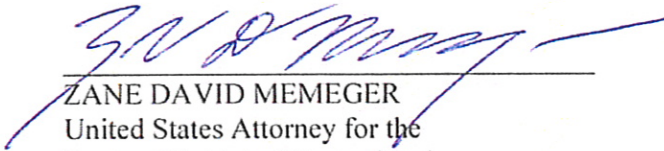
24. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

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


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

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

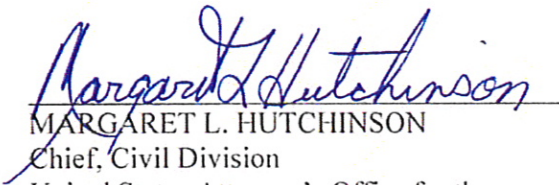
THE UNITED STATES OF AMERICA

By: 
ZANE DAVID MEMEGER
United States Attorney for the
Eastern District of Pennsylvania

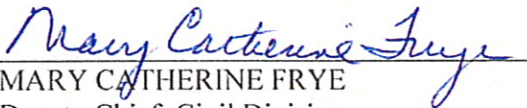
Dated: 11-01-13

By: 
LOUIS D. LAPPEN
First Assistant United States Attorney for the
Eastern District of Pennsylvania

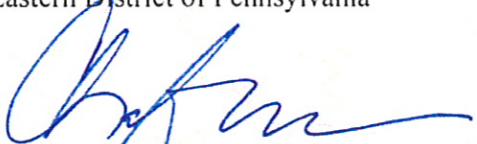
Dated: 11-01-13

By: 
MARGARET L. HUTCHINSON
Chief, Civil Division
United States Attorney's Office for the
Eastern District of Pennsylvania

Dated: 11-01-13

By: 
MARY CATHERINE FRYE
Deputy Chief, Civil Division
United States Attorney's Office for the
Eastern District of Pennsylvania

Dated: 11-01-13

By: 
CHARLENE KELLER FULLMER
Assistant United States Attorney
United States Attorney's Office for the
Eastern District of Pennsylvania

Dated: 11-01-13

STUART F. DELERY
Assistant Attorney General

By:



MICHAEL D. GRANSTON
JAMIE ANN YAVELBERG
JENNIFER L. CIHON
EDWARD C. CROOKE
Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

Dated: 11-01-13

By: Robert K. DeConti Dated: 10/31/13
ROBERT K. DeCONTI
Assistant Inspector General for Legal Affairs
Office of Inspector General
United States Department of Health and Human Services

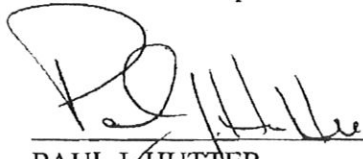
By: _____ Dated: _____
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

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

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

By: _____ Dated: _____
PETER M. KRAH
Chief, Branch of Medical Standards and Rehabilitation
Office of Workers' Compensation Programs
United States Department of Labor

By: _____ Dated: _____
ROBERT K. DeCONTI
Assistant Inspector General for Legal Affairs
Office of Inspector General
United States Department of Health and Human Services

By:  _____ Dated: 9/30/13
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: _____
J. DAVID COPE
Debarring Official
Office of the Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

By: _____ Dated: _____
PETER M. KRAH
Chief, Branch of Medical Standards and Rehabilitation
Office of Workers' Compensation Programs
United States Department of Labor

By: _____ Dated: _____
ROBERT K. DeCONTI
Assistant Inspector General for Legal Affairs
Office of Inspector General
United States Department of Health and Human Services

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

By:  _____ Dated: 9/30/13
SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance Operations
United States Office of Personnel Management

By:  _____ Dated: 9/30/2013
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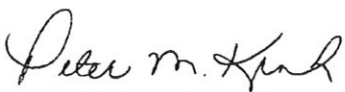
By: _____ Dated: _____
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United States Department of Labor

DEFENDANTS

By: Joseph G. Braunreuther
JOSEPH G. BRAUNREUTHER
Deputy General Counsel
Johnson & Johnson

Dated: 10/31/13

By: _____
CHRISTOPHER A. WRAY
MARK A. JENSEN
BRANDT LEIBE
King & Spalding LLP
Counsel for Janssen Pharmaceuticals, Inc.

Dated: _____

By: _____
RICHARD L. SCHEFF
Montgomery McCracken Walker & Rhoads, LLP
Counsel for Janssen Pharmaceuticals, Inc.

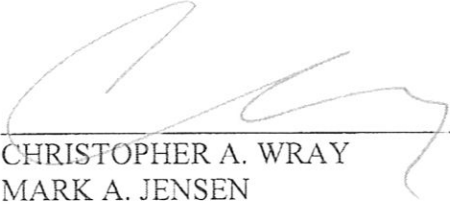
Dated: _____


By: _____
THEODORE V. WELLS, JR.
Paul, Weiss, Rifkind, Wharton & Garrison LLP
Counsel for Janssen Pharmaceuticals, Inc.

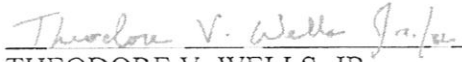
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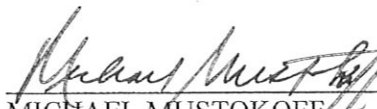
By:  _____ Dated: 10/31/13
CHRISTOPHER A. WRAY
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Counsel for Defendant Janssen Pharmaceuticals, Inc.

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THEODORE V. WELLS, JR.
Paul, Weiss, Rifkind, Wharton & Garrison LLP
Counsel for Defendant Janssen Pharmaceuticals, Inc.

RELATOR VICTORIA STARR

By:  Dated: 10/22/13
VICTORIA STARR
Relator

By:  Dated: 10/23/13
MICHAEL MUSTOKOFF
Duane Morris LLP
Counsel for Relator Victoria Starr

By: _____ Dated: _____
STEPHEN A. SHELLER
Sheller, P.C.
Counsel for Relator Victoria Starr

By: _____ Dated: _____
GARY M. FARMER, JR.
Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.
Counsel for Relator Victoria Starr

RELATOR VICTORIA STARR

By: _____ Dated: _____
VICTORIA STARR
Relator

By: _____ Dated: _____
MICHAEL MUSTOKOFF
Duane Morris LLP
Counsel for Relator Victoria Starr

By:  _____ Dated: 10/21/13
STEPHEN A. SHELLER
Sheller, P.C.
Counsel for Relator Victoria Starr

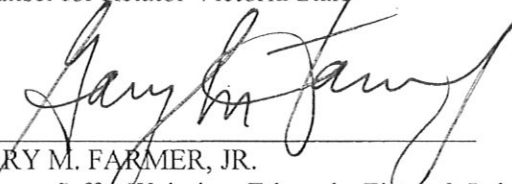
By: _____ Dated: _____
GARY M. FARMER, JR.
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Counsel for Relator Victoria Starr

RELATOR VICTORIA STARR

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VICTORIA STARR
Relator

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MICHAEL MUSTOKOFF
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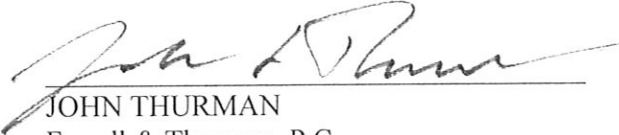
By: _____ Dated: _____
STEPHEN A. SHELLER
Sheller, P.C.
Counsel for Relator Victoria Starr

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GARY M. FARMER, JR.
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Counsel for Relator Victoria Starr

RELATOR LYNN POWELL

By: 
LYNN POWELL
Relator

Dated: 10-18-2013

By: 
JOHN THURMAN
Farrell & Thurman, P.C.
Counsel for Relator Lynn Powell

Dated: 10-18-2013

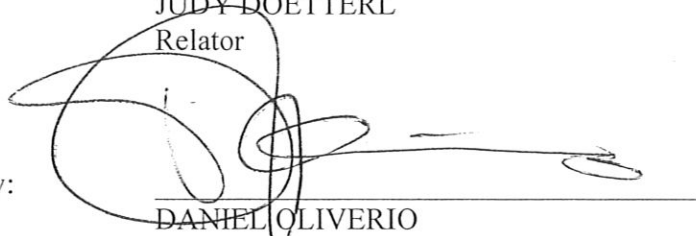
RELATORS CAMILLE McGOWAN AND JUDY DOETTERL

By: 
CAMILLE McGOWAN
Relator

Dated: Oct. 18, 2013.

By: _____
JUDY DOETTERL
Relator

Dated: _____



DANIEL OLIVERIO
Hodgson Russ, LLP
Counsel for Relators Camille McGowan & Judy Doetterl

Dated: Oct 21 2013

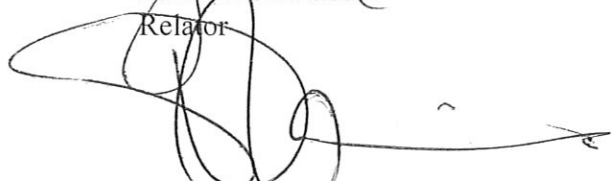
RELATORS CAMILLE McGOWAN AND JUDY DOETTERL

By: _____
CAMILLE McGOWAN
Relator

Dated: _____

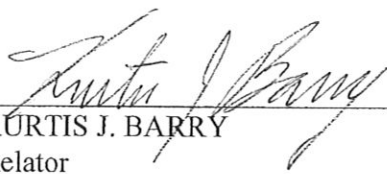
By: _____

JUDY DOETTERL
Relator

Dated: 10/18/13


By: _____

DANIEL OLIVERIO
Hodgson Russ, LLP
Counsel for Relators Camille McGowan & Judy Doetterl

Dated: Oct 21 2013

RELATOR KURTIS J. BARRY

By: 
KURTIS J. BARRY
Relator

Dated: 10-20-13

By: 
THOMAS W. SHERIDAN
Sheridan & Murray, LLC
Counsel for Relator Kurtis J. Barry

Dated: 10/20/13