SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and among: the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General ("OIG-HHS") of the Department of Health and Human Services ("HHS"), the United States Office of Personnel Management ("OPM"), the Department of Veterans' Affairs ("DVA"), and the Department of Defense TRICARE Management Activity ("TMA") (collectively, the "United States"); the relators Jim Austin, John Montgomery, Steve McKee, Darryl Copeland, and Jeremy Garrity (collectively, "Relators"); and Novartis Pharmaceuticals Corporation ("NPC"). Collectively, all of the above will be referred to as "the Parties."

RECITALS

A. NPC is a Delaware corporation headquartered in East Hanover, New Jersey.

B. NPC manufactured, distributed, marketed, promoted, and sold the drugs oxcarbazepine under the trade name of Trileptal®, valsartan under the trade name of Diovan®, tegaserod under the trade name Zelnorm®, octreatide under the trade name of Sandostatin®, aliskiren under the trade name of Tekturna®, and a mixture of amlodipine and valsartan under the trade name of Exforge® (collectively, the "Covered Drugs").

C. The Relators have filed the following qui tam actions against NPC (collectively the "Civil Actions"):

1. United States et al. ex rel. Austin and Montgomery v. Novartis Pharmaceuticals Corp., Civil Action No. 8:03-CV-1551-T-30-TGW (M.D. Fla.);

2. United States et al. ex rel. McKee v. Novartis Pharmaceuticals Corp., Civil Action No. 04-CV-1664 (E.D. Pa.);

3. United States et al. ex rel. Copeland. v. Novartis Pharmaceuticals Corp., Civil Action No. 06-CV-1630 (E.D. Pa.); and

4. United States et al. ex rel. Garrity v. Novartis Pharmaceuticals Corp., Civil Action No. 08-CV-2588 (E.D. Pa.).

D. NPC has entered into a plea agreement with the United States Attorney for the Eastern District of Pennsylvania and the Office of Consumer Litigation of the Department of Justice and has agreed to plead guilty, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), to an Information, which charges it with the conduct described in the plea agreement to be filed in United States v. Novartis Pharmaceuticals Corporation, Criminal Action No. [to be assigned] (Eastern District of Pennsylvania) (the "Federal Criminal Action").

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

F. The United States and the Medicaid Participating States contend that NPC caused to be submitted claims for payment for the Covered Drugs to the Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§1396-1396w-5. The United States further alleges that NPC caused to be submitted claims for payment for certain of the Covered Drugs to the Medicare program, Title XVIII of the Social Security Act, §§ 1395-1395kkk. The United States

further alleges that NPC submitted or caused to be submitted claims for payment for the Covered Drugs to the TRICARE Program (formerly known as the Civilian Health and Medical Program of the Uniformed Services), 10 U.S.C. §§ 1071-1110a, and the Federal Employees Health Benefits Program ("FEHBP"), 5 U.S.C. §§ 8901-8914, the Federal Employees Compensation Program, 5 U.S.C. § 8101 et seq., and the Energy Employees Occupational Illness Compensation Program, and caused purchases of the Covered Drugs by the Department of Veterans' Affairs ("DVA") and the Department of Defense ("DOD") (collectively, the "other Federal Health Care Programs).

G. The United States alleges that it has certain civil claims, as specified in Paragraph 3 below, against NPC for engaging in the following conduct (hereinafter the "Covered Conduct"):

1. During the period January 1, 2001 to June 30, 2005, NPC: (a) knowingly promoted the sale and use of Trileptal® for uses (including, but not limited to, bipolar disorder and neuropathic pain) that were not approved by the Food and Drug Administration (FDA) (i.e., off-label uses) and were not medically accepted indications for which the United States and state Medicaid Programs provided coverage for Trileptal®; and (b) offered and paid illegal remuneration to health care professionals to induce them to promote and prescribe Trileptal®, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). As a result of the foregoing conduct, NPC caused false or fraudulent claims to be submitted to or caused purchases by Medicaid, and the other Federal Health Care Programs.

2. During the period January 1, 2002 to December 31, 2009, NPC provided illegal remuneration, through mechanisms such as speaker programs, advisory boards, and gifts, (including entertainment, travel and meals), to health care professionals to induce

them to promote and prescribe the drugs Diovan®, Zelnorm®, Sandostatin®, Exforge®, and Tekturna®, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). As a result of the foregoing conduct, NPC caused false or fraudulent claims to be submitted to or caused purchases by Medicaid, Medicare and the other Federal Health Care Programs.

H. This Settlement Agreement is made in compromise of disputed claims. It is neither an admission of facts nor liability by NPC, except to the extent admitted in NPC's guilty plea in the Federal Criminal Action, nor a concession by the United States that its claims are not well founded. With the exception of the specific conduct for which NPC is pleading guilty as described in the plea agreement filed in connection with the Federal Criminal Action, NPC denies the allegations of the United States and the Relators as set forth herein and in the Civil Actions and denies any liability or wrongdoing related to those allegations.

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

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 Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. NPC agrees to pay to the United States and the Medicaid Participating States collectively, the sum of Two Hundred Thirty Seven Million, Five Hundred Thousand Dollars ($237,500,000), and interest at the rate of 2.625% percent per annum from July 19, 2010, and continuing until and including the day before payment is made under this Agreement (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, as defined in Paragraph 30 below. This debt shall be discharged by payments to the United States and the Medicaid Participating States, under the following terms and conditions:

(a) NPC shall pay to the United States the sum of $149,241,306, plus accrued interest ("Federal Settlement Amount"). The Federal Settlement Amount shall consist of: $149,241,306, plus interest accrued on this amount at the rate of 2.625% per annum from July 19, 2010, continuing until and including the day before payment is made. 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 this Agreement is fully executed by the Parties and delivered to NPC's attorneys.

(b) NPC shall pay to all of the Medicaid Participating States collectively the principal sum of $88,258,694 plus interest accrued thereon at the rate of 2.625% per annum from July 19, 2010, continuing until and including the day before payment is made (hereinafter the "Medicaid State Settlement Amount"). The Medicaid State Settlement Amount shall be paid by electronic funds transfer to an interest bearing account pursuant to the written instructions from NAMFCU and under the terms and conditions of the Medicaid State Settlement Agreements that NPC will enter into with the Medicaid Participating States. NPC shall pay the Medicaid State Settlement Amount no later than ten (10) business days after this Agreement is fully executed by the Parties and delivered to NPC's attorneys.

2. Conditioned upon the United States receiving the Federal Settlement Amount

from NPC, the United States agrees to pay by electronic funds transfer, as soon as feasible after receipt, the following Relators the following amounts plus their proportionate share of the actual accrued interest paid to the United States by NPC on the amount set forth in Paragraph 1(a), as Relators' shares of the proceeds pursuant to 31 U.S.C. § 3730(d):

(a) Jim Austin: $20,202,809

(b) Steve McKee: $2,511,611

(c) Darryl Copeland: $2,200,981

(d) Jeremy Garrity: $759,634

No other relator payments shall be made by the United States with respect to the matters covered by this Agreement. All Relators in the Civil Actions represent that they have entered into separate agreements concerning the allocation of the Relators' share among themselves and that they will abide by the terms of those agreements.

3. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, conditioned upon NPC's full payment of the Settlement Amount, the United States, on behalf of itself, its officers, agents, agencies, and departments, releases NPC, 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 and former directors, officers, and employees, from any civil or administrative monetary claim that the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Civil Monetary Penalties Law, 42 U.S.C. §1320a-7a; any statutory provision creating a cause of action for civil damages or civil penalties for which the Civil Division of the Department of

Justice has actual or present authority to assert and compromise pursuant to 28 C.F.R. Part O, Subpart I, Section 0.45(d); or the common law theories of fraud, payment by mistake, unjust enrichment, disgorgement of illegal profits and, if applicable, breach of contract.

4. Subject to the exceptions in Paragraph 9 below, and conditioned upon NPC's full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release NPC, its predecessors, current and former divisions, parents, affiliates, subsidiaries, transferees, successors, and assigns, and all of their current and former directors, officers, employees, representatives, servants, agents, consultants and attorneys, individually and collectively, from any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and from all liability, claims, demands, actions or causes of action whatsoever existing as of the effective date of this Agreement, whether 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 in common law, that they, their heirs, successors, attorneys, agents and assigns otherwise would have standing to bring, including any liability to Relators arising from the filing of the Civil Actions; provided, however, that Relators do not release NPC for any claims under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

5. NPC fully and finally releases the Relators and their heirs, assigns, agents and attorneys from any claims (including attorney's fees, costs, and expenses of every kind and however denominated), liability, demands, actions or causes of action whatsoever existing as of the effective date of this Agreement, whether 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 in common

law, that they, their heirs, successors, attorneys, agents and assigns otherwise would have standing to bring, including without limitation claims related to Relators' investigation and prosecution of the Civil Actions.

6. In consideration of the obligations of NPC in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and NPC, conditioned upon NPC's 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 NPC 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 NPC's agreement to plead guilty to charges in the Federal Criminal Action referenced in Paragraph D above, except as reserved in Paragraph 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 NPC 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 9, below.

7. In consideration of the obligations of NPC set forth in this Agreement, conditioned upon NPC'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 NPC under 32 C.F.R. § 199.9 for the Covered Conduct,

except as reserved in Paragraph 9 (concerning excluded claims), below, and as reserved in this Paragraph. TMA expressly reserves authority to exclude NPC 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 9, below.

8. In consideration of the obligations of NPC in this Agreement, conditioned upon NPC's full payment of the Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action, including any action seeking exclusion from the FEHBP against NPC under 5 U.S.C. § 8902a or 5 C.F.R. Part 970 for the Covered Conduct, except as reserved in Paragraph 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 9, below.

9. Notwithstanding the releases given in Paragraphs 3 and 4 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, 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 based upon obligations 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 failure to deliver items or services due;

(h) Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; or

(i) Any liability of individuals.

10. Each Relator and his respective heirs, successors, attorneys, agents, and assigns shall not object to this Agreement and agrees and confirms that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relators' receipt of the payments described in Paragraph 2, Relators and their heirs, successors, agents, and assigns fully and finally release, waive, and forever discharge the United States, its officers, agents, and employees, 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. NPC waives and shall not assert any defenses it may have to any criminal prosecution or administrative action relating to the Covered Conduct that are based in whole or in part on a contention that, under the Double Jeopardy Clause of the Fifth Amendment of the Constitution, or under the Excessive Fines Clause of 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. NPC fully and finally releases the United States, and its agencies, employees, servants, and agents from any claims (including attorneys' fees, costs, and expense of every kind and however denominated) that NPC has asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

13. NPC, Relators, and the United States agree that the following allocation of the Settlement Amount to the Covered Conduct identified in Paragraph G is fair, adequate and reasonable under the circumstances:

(a) For the Covered Conduct referenced in Paragraph G (1) regarding Trileptal®: $201,000,000;

(b) For the Covered Conduct referenced in Paragraph G (2) regarding Diovan®, Zelnorm®, Sandostatin®, Exforge®, and Tekturna®: $36,500,000.

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 federal or state payer, related to the Covered Conduct; and NPC agrees not to resubmit to any federal or state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

15. 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 NPC, its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement and the related plea agreement;

(2) the United States' audit and civil and criminal investigation of the matters covered by this Agreement;

(3) NPC's investigation, defense, and corrective actions undertaken in response to the United States' audit and civil and criminal investigation in connection with the matters covered by this Agreement (including attorney's fees);

(4) the negotiation and performance of this Agreement, the related plea agreement and the Medicaid State Settlement Agreements;

(5) the payment NPC makes to the United States pursuant to this Agreement and the Medicaid State Settlement Agreements, and any payments that NPC may make to Relators, including costs and attorneys fees; and

(6) the negotiation of, and obligations undertaken pursuant to the CIA to:

(i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and

(ii) prepare and submit reports to the OIG-HHS;

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and FEHBP (hereinafter referred to as Unallowable Costs). However, nothing in this paragraph 15.a.(6) 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 NPC.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by NPC, and NPC 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 NPC or any of its subsidiaries or affiliates to the Medicare, Medicaid or other Federal Health Care Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: NPC further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and Medicaid and other Federal Health Care programs, fiscal intermediaries, carriers, fiscal agents and/or contractors, 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 NPC 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. NPC agrees that the United States, at a minimum, shall be entitled to recoup from NPC 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 NPC or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on NPC 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 NPC's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

16. 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 17 (waiver for beneficiaries paragraph), below.

17. NPC agrees that it waives 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 payers based upon the claims defined as Covered Conduct.

18. On the Effective Date of this Agreement or any date thereafter:

(a) The United States shall intervene in the Civil Actions as to the Covered Conduct and decline or consent to the voluntary dismissal as to all other allegations set forth in the Civil Actions.

(b) Following payment of the Settlement Amount described in Paragraph 1(a) above, the United States and Relators shall file a stipulation of dismissal in each of the Civil Actions as follows:

(1) each stipulation of dismissal shall be with prejudice as to the United States' and Relators' claims as to NPC as to the Covered Conduct in each Civil Action pursuant to and consistent with the terms and conditions of this Agreement;

(2) each stipulation of dismissal shall be without prejudice as to the United States and with prejudice as to Relators as to all other claims;

(3) provided, however, that the Relators' claims against NPC for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d) shall not be dismissed, unless they are settled, adjudicated, or otherwise resolved, and the Court is so informed.

19. 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.

20. NPC represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion whatsoever.

21. Each Relator represents that he freely and voluntarily enters in to this Agreement without any degree of duress or compulsion whatsoever.

22. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement, shall be the district court in which the Civil Action was pending on the Effective Date of this Agreement, except as otherwise agreed by the parties to the dispute, and except that disputes arising under the CIA shall be resolved exclusively through the dispute resolution provisions set forth in the CIA.

23. 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. This Agreement may not be amended except by written consent of the Parties.

25. The undersigned counsel represent and warrant that they are fully 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 NPC'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 ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

UNITED STATES OF AMERICA

TONY WEST
Assistant Attorney General

By: _____ Dated: 9-29-10

JESSICA S. CHAMPA
Trial Attorney
Commercial Litigation Branch, Civil Division
United States Department of Justice

By:

ZANE DAVID MEMEGER
United States Attorney
Eastern District of Pennsylvania

Dated: 9-28-10

MARGARET L. HUTCHINSON
Chief, Civil Division
Assistant United States Attorney
Eastern District of Pennsylvania

Dated: 9-29-10

MARILYN MAY
Assistant United States Attorney
Eastern District of Pennsylvania

Dated: 9/24/10

JACQUELINE C. ROMERO
Assistant United States Attorney
Eastern District of Pennsylvania

Dated: 9/29/10

PAUL KAUFMAN
Assistant United States Attorney
Eastern District of Pennsylvania

A. BRIAN ALBRITTON
United States Attorney
Middle District of Florida

By: _____ Dated: Sept. 28, 2010

RANDY HARWELL
Assistant United States Attorney
Middle District of Florida

By: _____ Dated: 9/28/10

GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

By: Shirley R. Patterson Dated: 9/22/10

SHIRLEY R. PATTERSON
Acting Deputy Associate Director Insurance Operations
United States Office of Personnel Management

By: J. David Cope Dated: 9/27/2010

J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

By: _____ Dated: 27 Sep 2016

LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department of Defense

NOVARTIS PHARMACEUTICALS CORPORATION

By: _____ Dated: 9/27/10
ANDY WYSS
President, NPC

By: _____ Dated: _____
EVAN R. CHESLER
Cravath, Swaine & Moore, LLP
Counsel for NPC

_____ Dated: _____
RONALD H. LEVINE
Post & Schell, P.C.
Counsel for NPC

_____ Dated: _____
KAREN F. GREEN
Wilmer Cutler Pickering Hale and Dorr LLP
Counsel for NPC

NOVARTIS PHARMACEUTICALS CORPORATION

By: _____ Dated: _____

By: _____ Dated: Sept. 29, 2010

EVAN R. CHESLER
Cravath, Swaine & Moore, LLP
Counsel for NPC

_____ Dated: _____

RONALD H. LEVINE
Post & Schell, P.C.
Counsel for NPC

_____ Dated: _____

KAREN F. GREEN
Wilmer Cutler Pickering Hale and Dorr, LLP
Counsel for NPC

NOVARTIS PHARMACEUTICALS CORPORATION

By: _____ Dated: _____

By: _____ Dated: _____
EVAN R. CHESLER
Cravath, Swaine & Moore, LLP
Counsel for NPC

_____ Dated: 9.29.10
RONALD H. LEVINE
Post & Schell, P.C.
Counsel for NPC

_____ Dated: 9/29/10
KAREN F. GREEN
Wilmer Cutler Pickering Hale and Dorr, LLP
Counsel for NPC

RELATORS

By: Jim Austin Dated: 09/22/2010
RELATOR JIM AUSTIN

By: _____ Dated: _____
RELATOR JOHN MONTGOMERY

By: _____ Dated: _____
KENNETH J. NOLAN
Nolan & Auerbach, P.A.
Counsel for Relators Jim Austin and John Montgomery

By: _____ Dated: _____
FREDERICK M. MORGAN
Morgan Verkamp LLC
Counsel for Relators Jim Austin and John Montgomery

RELATORS

By: _____ Dated: _____
RELATOR JIM AUSTIN

By: Dated: Sept, 20, 2010
RELATOR JOHN MONTGOMERY

By: Dated: Sept. 21, 2010
KENNETH J. NOLAN
Nolan & Auerbach, P.A.
Counsel for Relators Jim Austin and John Montgomery

By: _____ Dated: _____
FREDERICK M. MORGAN
Morgan Verkamp LLC
Counsel for Relators Jim Austin and John Montgomery

RELATORS

By: _____ Dated: _____
RELATOR JIM AUSTIN

By: _____ Dated: _____
RELATOR JOHN MONTGOMERY

By: _____ Dated: _____
KENNETH J. NOLAN
Nolan & Auerbach, P.A.
Counsel for Relators Jim Austin and John Montgomery

By: _____ Dated: 23 SEPT 10
FREDERICK M. MORGAN
Morgan Verkamp LLC
Counsel for Relators Jim Austin and John Montgomery

RELATORS

By: _____ Dated: 9/23/10
RELATOR STEVE MCKEE

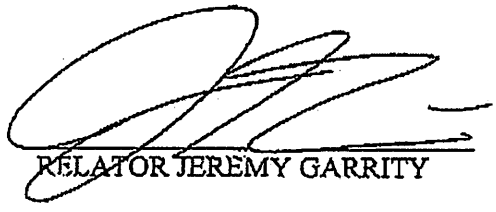
By: _____ Dated: 9/24/10
TRACY L. STECKLING
Law Office of Tracy L. Steckling, LLC
Counsel to Relator Steve McKee

RELATORS

By: Darryl A Copeland Dated: 27 Sept. 2010
RELATOR DARRYL COPELAND

By: Dated: 9/27/10
DON MCKENNA
Hare, Wynn, Newell, and Newton, LLP
Counsel for Relator Darryl Copeland

RELATORS

By: 
RELATOR JEREMY GARRITY

Dated: 9/27/10

By: Marcella Auerbach
MARCELLA AUERBACH
Nolan & Auerbach, P.A.
Counsel for Relator Jeremy Garrity

Dated: 9/27/10