

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 ("OIG-HHS") of the Department of Health and Human Services ("HHS"), the Defense Health Agency ("DHA") on behalf of the TRICARE Program, the United States Office of Personnel Management ("OPM"), and the United States Department of Veterans Affairs ("VA") (collectively the "United States"); Endo Health Solutions Inc. ("Endo Health Solutions") and Endo Pharmaceuticals Inc. ("Endo") (collectively "Defendants"); and Peggy Ryan, ("Ryan"), Max H. Weathersby and MK Litigation Partnership, LLP (the "Weathersby Relators"), and Gursheel S. Dhillon ("Dhillon") (Ryan, the Weathersby Relators, and Dhillon are collectively, "Relators") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

II. RECITALS

A. Endo Pharmaceuticals Inc. is a Delaware corporation headquartered in Malvern, Pennsylvania and is a wholly owned subsidiary of Endo Health Solutions Inc. At all relevant times, Defendants distributed, marketed, and sold pharmaceutical products in the United States, including a drug approved for the treatment of the pain associated with post-herpetic neuralgia sold under the trade name of Lidoderm. From September 1999 through the present, Defendants manufactured, marketed, and sold Lidoderm.

B. On or about July 5, 2005, Relator Ryan filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania captioned United States ex

rel. Ryan v. Endo Pharmaceuticals Inc., Civil Action No. 05CV3450, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). On or about September 4, 2010, Relator Ryan amended her Complaint, and this Second Amended Complaint sets forth the allegations in her *qui tam* action (the “Ryan Civil Action”). On or about May 4, 2010, Relator Weathersby filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania captioned United States ex rel. Weathersby v. Endo Pharmaceuticals, Inc., et al, Civil Action No. 10-2039, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b). On or about December 21, 2011, Relator Weathersby amended his Complaint a third time, adding Relator MK Litigation Partnership, LLP, and this Third Amended Complaint sets forth the allegations in their *qui tam* action (the “Weathersby Civil Action”). On or about February 3, 2011, Relator Dhillon filed a *qui tam* action in the United States District Court for the Middle District of Tennessee captioned United States ex rel. Dhillon v. Endo Pharmaceuticals, Civil Action No. 3-11-0098, pursuant to the *qui tam* provision of the False Claims Act, 31 U.S.C. § 3730(b) (the “Dhillon Civil Action”). On or about December 20, 2011, the Dhillon Civil Action was transferred to the United States District Court for the Eastern District of Pennsylvania. The Ryan Civil Action, Weathersby Civil Action, and Dhillon Civil Action are collectively the “Civil Actions.”

C. Endo Pharmaceuticals Inc. has entered into a Deferred Prosecution Agreement (“DPA”) with the United States Attorney’s Office for the Northern District of New York and the Consumer Protection Branch of the United States Department of Justice. As provided by the DPA, Endo Pharmaceuticals Inc. accepted and acknowledged that the United States will file a one-count criminal Information in the

United States District Court for the Northern District of New York, and recommend that prosecution be deferred for the duration of the term of the DPA. The Information will allege that Endo Pharmaceuticals Inc. introduced and caused the delivery for introduction into interstate commerce of quantities of Lidoderm, which drug was misbranded in violation of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 331(a), 331(a)(1), and 352(f)(1).

D. 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 the 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.”

E. The United States contends that Defendants submitted or caused to be submitted claims for payment for Lidoderm to the Medicare Program (“Medicare”), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1. The United States further alleges that Defendants caused claims for payment for Lidoderm to be submitted to the Medicaid Program (“Medicaid”), 42 U.S.C. §§ 1396-1396w-5. The United States also alleges that Defendants caused claims for payment for Lidoderm to be submitted to the TRICARE Program, 10 U.S.C. §§ 1071-1110a; the Federal Health Benefits Program (FEHBP), 5 U.S.C. §§ 8901-8914; and caused purchases by the Department of Veterans

Affairs Program, 38 U.S.C. §§ 1701-1743 (collectively, the “other Federal Health Care Programs”).

F. The United States contends that it and the Medicaid Participating States have certain civil claims against Defendants, as specified in Paragraph III.3 below, for engaging in the following conduct between March 1999 and December 2007 (hereafter referred to as the “Covered Conduct”):

Endo knowingly promoted the sale and use of Lidoderm for conditions for which it had not been approved by the United States Food and Drug Administration (FDA), including for use in connection with lower back pain and chronic pain, which were not medically-accepted indications (as defined in 42 U.S.C. § 1396r-8(k)(6)), and were not covered by Medicare, Medicaid, and other Federal Health Care Programs; and these prescriptions were paid for or reimbursed by Medicaid, Medicare, or other Federal Health Care Programs.

As a result of the foregoing conduct (referred to hereafter as the “Covered Conduct”), Defendants knowingly caused false and fraudulent claims for Lidoderm to be submitted or caused Lidoderm purchases by Medicare, Medicaid, and other Federal Health Care Programs. The United States contends that engaging in the Covered Conduct gives rise to civil liability under the False Claims Act, 31 U.S.C. §§ 3729-3733, and/or the common law.

G. Except as admitted in connection with the DPA, this Agreement is not an admission of liability by Defendants as to the civil claims asserted or a concession by the United States that its claims are not well founded.

H. 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.

I. 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:

III. TERMS AND CONDITIONS

1. Defendants shall pay to the United States, and to the Medicaid Participating States, collectively, the sum of One Hundred Seventy-One Million, Nine Hundred Ten Thousand, One Hundred Fifty-Three Dollars (\$171,910,153) plus accrued interest in an amount of 1.375% per annum from December 11, 2012 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) Defendants shall pay to the United States the sum of \$137,700,172, 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 fourteen (14) business days after this Agreement is fully

executed by the Parties and delivered to Defendants' attorneys.

- (b) Defendants shall deposit the sum of \$34,209,981, plus accrued interest as set forth above ("Medicaid State Settlement Amount"), 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.

2. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Amount, the United States releases Defendants from any civil or administrative monetary claim the United States has 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; or the common law theories of payment by mistake, unjust enrichment, fraud and, if applicable, breach of contract.

3. Relator Release

- a. Conditioned upon Defendants' full payment of the Settlement Amount, Relator Ryan, for herself and for her heirs, successors, attorneys, agents, and assigns, fully and finally releases, waives and forever discharges Defendants together with their current and former parent corporations, current, former, and future affiliates, 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, and attorneys, individually and collectively, from any civil monetary claim Relator Ryan has on behalf of the United States 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 Relator Ryan asserted or could have asserted in the Civil Actions, except for any claim pursuant to 31 U.S.C. § 3730(d) for attorneys' fees, costs, and expenses.

- b. Conditioned upon Defendants' full payment of the Settlement Amount, the Weathersby Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, fully and finally release, waive and forever discharge Defendants together with their current and former parent corporations, current, former, and future affiliates, 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, and attorneys,

individually and collectively, from any civil monetary claim the Weathersby Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733. The Weathersby Relators do not release, and they expressly reserve their rights to assert (i) any claim that they and/or their counsel may be entitled under 31 U.S.C. § 3730(d) or analogous state laws to assert against Defendants for reimbursement of their reasonable attorneys' fees, expenses and costs arising out of or in connection with the Civil Actions; (ii) any currently pending claim against Defendants in the Civil Actions other than Endo Health Solutions Inc. and Endo Pharmaceuticals Inc.; (iii) the Weathersby Relators' claims asserted on behalf of states that are not Medicaid Participating States; (iv) the Weathersby Relators' currently pending claim under § 3730(h) and analogous state laws; and (v) any claims reserved and not released by this Agreement. For avoidance of doubt, nothing in this Paragraph III.3(b), or in this Agreement, constitutes a release of any claim by the Weathersby Relators against any Defendant other than those defined in the Covered Conduct in Paragraph II.F.

- c. Conditioned upon Defendants' full payment of the Settlement Amount, Relator Dhillon, for himself and for his heirs, successors, attorneys, agents, and assigns, fully and finally releases, waives and forever discharges Defendants together with their current and former parent corporations, current, former, and future affiliates, 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, and attorneys, individually and collectively, from any civil monetary claim Relator Dhillon has on behalf of the United States 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 Relator Dhillon asserted or could have asserted in the Civil Actions, except for any claims pursuant to 31 U.S.C. § 3730(d) for attorneys' fees, costs and expenses.

4. In consideration of the obligations of Defendants in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and Endo Pharmaceuticals Inc., 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, except as reserved in Paragraph 7 (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 and persons, or for conduct and practices, for which claims have been reserved in Paragraph 7, below.

5. In consideration of the obligations of Defendants set forth in this Agreement, and conditioned upon Defendants' full payment of the Settlement Amount, DHA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE program against Defendants under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph 7 (concerning excluded claims), below, and as reserved in this Paragraph. DHA 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 DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 7, below.

6. In consideration of the obligations of Defendants in this Agreement, 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 under 5 U.S.C. § 8902a(c) or 5 C.F.R. Part 890, Subpart J, for the Covered Conduct, except as reserved in Paragraph 7 (concerning excluded claims), below

and except if required by 5 U.S.C. § 8902a(b). 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 7, below.

7. Notwithstanding the releases given in paragraph 2 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 or services, including quality of goods and services;
- g. Any liability for failure to deliver goods 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.

8. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement and 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). Should this Agreement be challenged by any person as not fair, adequate, and reasonable pursuant to 31 U.S.C. § 3730(c)(2)(B), Defendants agree that they will take all reasonable and necessary steps to defend the Settlement Amount and this Agreement.

9. Defendants waive and shall not assert any defenses Defendants 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.

10. 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.

11. Defendants fully and finally release Relators Ryan and Dhillon, their heirs, successors, attorneys, agents, and assigns from any claims (including attorney's fees,

costs, and expenses of every kind and however denominated) arising from the investigation, filing and litigating of the Civil Actions.

12. 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 contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, or carrier) or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor or any state or Federal payer any previously denied claims related to the Covered Conduct, and agree not to appeal any such denials of claims.

13. 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-1 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:

- (1) the matters covered by this Agreement and the Deferred Prosecution Agreement;
- (2) the United States' audit(s), and civil and the criminal investigation(s), of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and the criminal investigation(s)

- in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement and the Deferred Prosecution Agreement;
 - (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants 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 Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs).

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.

14. 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 15 (waiver for beneficiaries paragraph), below.

15. 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 payers based upon the claims defined as Covered Conduct.

16. Upon receipt of the payment described in Paragraph III.1, above, the Parties shall promptly sign and file Joint Stipulations of Dismissal in the Civil Actions pursuant to Rule 41(a)(1). The stipulations 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 about which Relators currently know or reasonably should know; (c) 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); (ii) Relators' claims for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d)(1); (iii) the Weathersby Relators' claims asserted on behalf of states that are not Medicaid Participating States, (iv) the Weathersby Relators' currently pending claim(s) under § 3730(h) and analogous state laws, and (v) the Weathersby Relators' claims reserved in Paragraph III.3(b).

17. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except as otherwise provided, except, however, that Relators reserve their right to seek payment of their attorneys' fees, costs and expenses pursuant to 31 U.S.C. § 3730(d) and state law analogues, as well as in connection with any claim reserved by Paragraph III.3(b) hereof.

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

19. 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. 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.

20. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

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

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

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

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

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

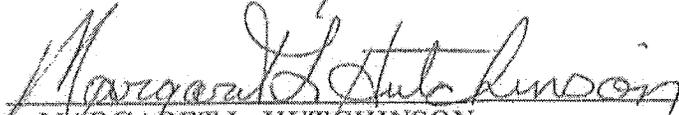
26. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 2-20-14

BY: 
ZANE DAVID MEMEGER
United States Attorney

DATED: 2-20-14

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

DATED: 2/20/14

BY: 
GERALD B. SULLIVAN
Assistant United States Attorney
For the Eastern District of Pennsylvania

DATED: _____

BY: _____
MICHAEL D. GRANSTON
JAMIE ANN YAVELBERG
BRIAN J. McCABE
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
ZANE DAVID MEMEGER
United States Attorney

DATED: _____

BY: _____
MARGARET L. HUTCHINSON
Chief, Civil Division
Assistant United States Attorney
For the Eastern District of Pennsylvania

DATED: _____

BY: _____
GERALD B. SULLIVAN
Assistant United States Attorney
For the Eastern District of Pennsylvania

DATED: 2/21/14

BY: Brian J. McCabe
MICHAEL D. GRANSTON
JAMIE ANN YAVELBERG
BRIAN J. McCABE
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 2/20/14

BY: Robert K. DeConti

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

DATED: _____

BY: _____

PAUL J. HUTTER
General Counsel
Defense Health Agency
United States Department
of Defense

DATED: _____

BY: _____

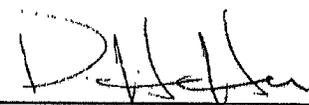
LLOYD V. WILLIAMS
Deputy Director for Federal Employee
Insurance Operations
United States Office of
Personnel Management

DATED: _____

BY: _____

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

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

DATED: 2/7/14 BY: 
PAUL J. HUTTER
General Counsel
Defense Health Agency
United States Department
of Defense

DATED: _____ BY: _____
LLOYD V. WILLIAMS
Deputy Director for Federal Employee
Insurance Operations
United States Office of
Personnel Management

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

DATED: _____

BY: _____

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

DATED: _____

BY: _____

PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department
of Defense

DATED: JAN 30 2014

BY: _____

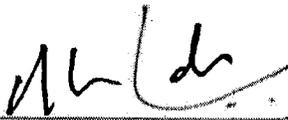

LLOYD V. WILLIAMS
Deputy Director for Federal Employee
Insurance Operations
United States Office of
Personnel Management

DATED: 2/11/2014

BY: _____


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

ENDO HEALTH SOLUTIONS INC. AND ENDO PHARMACEUTICALS INC.

DATED: 2/19/14 BY: 
RAJIV DE SILVA
President and CEO
Endo Health Solutions Inc. & Endo Pharmaceuticals
Inc.

DATED: _____ BY: _____
JONATHAN L. STERN, ESQ.
Arnold & Porter LLP
Counsel for Defendants Endo Solutions Inc. and Endo
Pharmaceuticals Inc.

ENDO HEALTH SOLUTIONS INC. AND ENDO PHARMACEUTICALS INC.

DATED: _____ BY: _____
RAJIV DE SILVA
President and CEO
Endo Health Solutions Inc. & Endo Pharmaceuticals Inc.

DATED: 2/19/14 BY: 
JONATHAN L. STERN, ESQ.
Arnold & Porter LLP
Counsel for Defendants Endo Solutions Inc. and Endo
Pharmaceuticals Inc.

RELATOR: PEGGY RYAN

DATED: 2-21-14 BY: 
PEGGY RYAN, Relator

DATED: 2/21/14 BY: 
JOHN NEWCOMER, JR.
ELAINE STROMGREN
CHRISTOPHER CASPER
James, Hoyer, Newcomer, & Smiljanich, LLP
Counsel for Relator Peggy Ryan

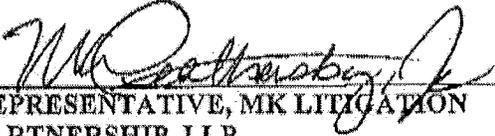
RELATOR: GURSHEEL S. DHILLON

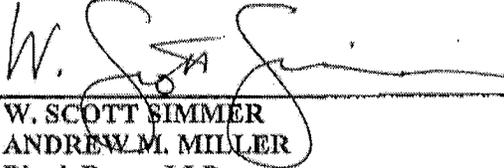
DATED: 2/5/2014 BY: Gursheel S. Dhillon
GURSHEEL S. DHILLON

DATED: Jan 5, 2014 BY: Phillip D Barber
PHILLIP D. BARBER
Counsel for Relator Gursheel S. Dhillon

RELATORS: MAX H. WEATHERSBY & MK LITIGATION PARTNERHSIP, LLP

DATED: 02/18/2014 BY: 
MAX H. WEATHERSBY, Relator

DATED: 02/18/2014 BY: 
REPRESENTATIVE, MK LITIGATION PARTNERSHIP, LLP

DATED: 2/19/2014 BY: 
W. SCOTT SIMMER
ANDREW M. MILLER
Blank Rome, LLP
Counsel for Relators Max H. Weathersby and MK Litigation Partnership, LLP