

SETTLEMENT AGREEMENT

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 Defense Health Agency (“DHA”), the United States Office of Personnel Management (“OPM”), and the United States Department of Veterans Affairs (“VA”) (collectively “the United States”); Lisa A. Alexander and James P. Goan (collectively, “Relators”); and Warner Chilcott Sales (U.S.) LLC (“Warner Chilcott”), through their authorized representatives. Collectively, all of the above will be referred to as “the Parties.”

RECITALS

A. Warner Chilcott is a for-profit limited liability company organized under the laws of Delaware with its principal place of business in Parsippany, New Jersey. Warner Chilcott distributed, marketed and sold pharmaceutical products in the United States, including drugs sold under the following trade names: Actonel[®], Asacol[®], Asacol HD[®], Atelvia[®], Doryx[®], Enablex[®], Estrace[®], Loestrin 24 Fe[®], and Lo Loestrin[®] (collectively, “the Subject Drugs”). In October 2013, Warner Chilcott plc, Warner Chilcott’s indirect parent corporation, became a wholly-owned subsidiary of Actavis plc. In March 2015, Actavis plc completed an acquisition of Allergan plc, and thereafter changed its corporate name to Allergan.

B. On March 30, 2011, Relators filed a *qui tam* action in the United States District Court for the District of Massachusetts captioned *United States ex rel. Alexander,*

et al. v. Warner Chilcott plc, et al., No. 11-cv-10545-RGS (D. Mass.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action).

C. On such date as may be determined by the Court, Warner Chilcott will plead guilty pursuant to Fed. R. Crim. P. 11(c)(1)(C) (the “Plea Agreement”) to an Information to be filed in United States v. Warner Chilcott, Criminal Action No. [to be assigned] (D. Mass.) (the “Criminal Action”) that will allege Warner Chilcott committed a felony violation of 18 U.S.C. § 1347 by, among other things, providing illegal remuneration to physicians throughout the United States to induce them to prescribe the Subject Drugs and manipulating prior authorizations to induce insurance companies to cover prescriptions for Atelvia they may not have otherwise covered.

D. Warner Chilcott has entered 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 the Covered Conduct. States with which Warner Chilcott executes a Medicaid State Settlement Agreement in the form to which Warner Chilcott and the National Association of Medicaid Fraud Control Units (“NAMFCU”) Negotiating Team have agreed, or in a form otherwise agreed to by Warner Chilcott and an individual State, shall be defined as “Medicaid Participating States.”

E. The United States alleges that Warner Chilcott caused claims for payment for the Subject Drugs to be submitted to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C §§ 1395-1395kkk-1 (“Medicare”), and 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 Warner Chilcott caused claims for payment for the

Subject Drugs to be submitted to the TRICARE program, 10 U.S.C. §§ 1071-1110b (“TRICARE”), and the Federal Employees Health Benefit Program (“FEHBP”), 5 U.S.C. §§ 8901-8914, and caused purchases by the VA, 38 U.S.C. §§ 1701-1743.

F. The United States contends that it and the Medicaid Participating States have certain civil claims against Warner Chilcott for engaging in the following conduct (hereinafter referred to as the “Covered Conduct”):

1. The United States contends that during the period January 1, 2009, through March 31, 2013, Warner Chilcott knowingly offered and paid illegal remuneration to physicians throughout the United States to induce them to prescribe the Subject Drugs, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). The illegal remuneration consisted of payments, honoraria, meals, snacks, and gifts associated with medical education events, which included speaker programs, speaker training, dinners, lunches, receptions, preceptorships, and in-office programs. These events were used as a way to pay remuneration to physicians and other health care providers. The company required sales representatives to conduct a minimum number of medical education events, which often were held at up-scale restaurants, contained minimal or no educational component, and were instead used to gain a “competitive advantage” over competitors.
2. The United States contends that during the period January 1, 2011, through March 31, 2013, Warner Chilcott assisted healthcare professionals with prior authorization requests, non-formulary exception requests, coverage determination requests, and appeals documentation throughout the United States in order to ensure coverage and reimbursement of the drug Atelvia[®] and to overcome formulary restrictions that favored less expensive oral bisphosphonate drugs. Warner Chilcott personnel routinely completed the required prior authorization forms, including both paper and electronic versions, or coached healthcare professionals regarding the content to use on required forms, in many cases using information that was false, inaccurate, misleading, or of unknown application to the particular patient. Warner Chilcott also submitted prior authorization requests through www.covermymeds.com, a web-based software application that allows health care professionals and pharmacists to submit prior authorization requests more efficiently. In particular, certain Warner Chilcott sales representatives posed as health care professionals in order to gain access to www.covermymeds.com that was otherwise not available to them, and thereafter they submitted numerous prior authorization requests

for Atelvia[®], many of which contained information that was false, inaccurate, misleading, or of unknown application to the particular patient.

3. The United States contends that during the period October 1, 2009, through March 31, 2013, Warner Chilcott assisted healthcare professionals with prior authorization requests, non-formulary exception requests, coverage determination requests, and appeals documentation throughout the State of New York in order to ensure coverage and reimbursement of the drug Actonel[®] and to overcome formulary restrictions that favored less expensive oral bisphosphonate drugs. Warner Chilcott personnel routinely completed the required forms, including both paper and electronic versions, or coached healthcare professionals regarding the content to use on required forms, in many cases using information that was false, inaccurate, misleading, or of unknown application to the particular patient.

As a result of the foregoing conduct, the Government alleges that Warner Chilcott knowingly caused false or fraudulent claims for the Subject Drugs to be submitted to, or caused purchases by, Medicare, Medicaid, TRICARE, FEHBP, and VA.

G. The United States also contends that it has certain administrative claims against Warner Chilcott for engaging in the Covered Conduct.

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

I. To settle, compromise, and resolve the claims described herein, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Warner Chilcott shall pay to the United States and the Medicaid Participating States collectively \$102,060,000.00 plus interest at the rate of 1.875% per annum from February 18, 2015, and continuing until and including the date of payment (the "Settlement Amount") under the terms and conditions set forth in this Agreement.

The Settlement Amount shall constitute a debt immediately due and owing to the United States and 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 as follows:

(a) Warner Chilcott shall pay to the United States the sum of \$91,477,694.00, plus accrued interest as set forth above (“Federal Settlement Amount”). The Federal Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions from the United States no later than seven (7) business days after (i) this Agreement is fully executed by the Parties and delivered to Warner Chilcott’s attorneys; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble Paragraph C in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later.

(b) Warner Chilcott shall pay the Medicaid Participating States the sum of \$10,582,306.00, plus accrued interest as set forth above, to be disbursed in accordance with written instructions from the NAMFCU Negotiating Team and under the terms and conditions of the agreements that Warner Chilcott will enter into with the Medicaid Participating States.

(c) If Warner Chilcott’s agreed-upon guilty plea pursuant to Fed. R. Crim. P. 11(c)(1)(C) in the Criminal Action described in Preamble Paragraph C 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 Warner Chilcott. If either the United States or Warner Chilcott 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, Warner Chilcott 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* complaint listed in Preamble Paragraph B, above, was filed.

2. Contingent upon the United States receiving the Federal Settlement Amount from Warner Chilcott, the United States agrees to pay Relators, as soon as feasible upon receipt, the sum of \$22,869,423.50, plus a pro rata share of the actual accrued interest paid to the United States by Warner Chilcott on the amount set forth above in Paragraph 1(a), above, as Relators' share of the proceeds pursuant to 31 U.S.C. § 3730(d). No other relator payments shall be made by the United States with respect to the matters covered by this Agreement.

3. Subject to the exceptions in Paragraph 6 (concerning excluded claims), below, in consideration of the obligations of Warner Chilcott set forth in this Agreement, and conditioned upon Warner Chilcott's full payment of the Settlement Amount, the United States releases Warner Chilcott, together with its current and former direct and indirect parent corporations, and each of their current and former direct and indirect subsidiaries, brother and sister corporations, divisions, and affiliates; and each of their current and former owners, officers, directors, and employees; and the predecessors, successors, assigns, and transferees of any of them ("Warner Chilcott Released Parties"), from any civil or administrative monetary claim the United States has or may have for the

Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; any statutory provision creating a cause of action for civil damages or civil penalties 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 0, Subpart I, 0.45(d); or the common law theories of fraud, payment by mistake, unjust enrichment, and, if applicable, breach of contract.

4. Subject to the exceptions in Paragraph 6, below, and conditioned upon Warner Chilcott's full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release the Warner Chilcott Released Parties 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, 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 Relators, their heirs, successors, attorneys, agents and assigns otherwise would have standing to bring as of the date of this Agreement, including any liability to Relators arising from or relating to the claims Relators asserted or could have asserted in the Civil Action; provided, however, that Relators' release of the Warner Chilcott Released Parties does not extend to: (1) any claim by Relators for reasonable attorneys' fees, expenses and costs resulting from the Civil Actions pursuant to 31 U.S.C. § 3730(d), or (2) any claims by Relators set forth in *State of California ex rel. Johnson, et al. v. Warner Chilcott PLC, et al.*, Case No. 2:14-cv-03249-DMG-JC (C.D. Cal.).

5. In compromise and settlement of the rights of OIG-HHS to exclude Warner Chilcott pursuant to 42 U.S.C. § 1320a-7(a)(1) based on an agreement to plead guilty to 18 U.S.C. §1347 (a felony) described in Paragraph C of the Preamble above, and pursuant to 42 U.S.C. § 1320a-7(b)(7) based upon the Covered Conduct described in Paragraph F of the Preamble above, Warner Chilcott agrees to be permanently excluded from Medicare, Medicaid, and all other federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f). The permanent exclusion shall become effective upon Warner Chilcott's sentencing in the Criminal Action.

Such exclusion shall have national effect. Federal health care programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by Warner Chilcott in any capacity while Warner Chilcott is excluded. This payment prohibition applies to Warner Chilcott and all other individuals and entities (including, for example, anyone who employs or contracts with Warner Chilcott, and any hospital or other provider where Warner Chilcott provides services). The exclusion applies regardless of who submits the claim or other request for payment. Violation of the conditions of the exclusion may result in criminal prosecution and the imposition of civil monetary penalties and assessments. Warner Chilcott further agrees to hold the federal health care programs, and all federal beneficiaries and/or sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed to such beneficiaries or sponsors after the effective date of the exclusion. Warner Chilcott waives any further notice of the exclusion and agrees not to contest such exclusion either administratively or in any state or federal court.

6. 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 except as set forth in the Plea Agreement resolving the Criminal Action;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive 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 (including current or former directors, officers, employees, agents, or shareholders of Warner Chilcott) who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys'

Manual), are indicted or charged, are convicted, or who enter into a plea agreement, related to the Covered Conduct.

7. 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).

Conditioned upon Relators' receipt of the payment described in Paragraph 2, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Warner Chilcott waives and shall not assert any defenses it 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.

9. Warner Chilcott fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Warner Chilcott has

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.

10. In consideration of the obligations of Relators set forth in this Agreement, Warner Chilcott for itself and for its heirs, successors, transferees, attorneys, agents and assigns, fully and finally releases Relators and their heirs, successors, attorneys, agents, and assigns from any claims of every kind and however denominated (including attorneys' fees, costs, and expenses of every kind and however denominated) that Warner Chilcott has asserted or could have asserted against Relators and their heirs, successors, attorneys, agents, and assigns, arising from or related in any way to the Civil Action; provided, however, Warner Chilcott reserves any defenses or claims as to Relators' or Relators' counsel's claims for reasonable attorneys' fees, expenses and costs resulting from the Civil Actions pursuant to 31 U.S.C. § 3730(d), which are reserved pursuant to Paragraph 4 above.

11. 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, carrier), DHA, or any state payer, related to the Covered Conduct; and Warner Chilcott agrees not to resubmit to any Medicare contractor, DHA, or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

12. Warner Chilcott agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the

Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Warner Chilcott, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement and any related Plea Agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Warner Chilcott's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement and any Plea Agreement; and
- (5) the payment Warner Chilcott makes to the United States pursuant to this Agreement and any payments that Warner Chilcott may make to Relators, including costs and attorneys' fees,

are unallowable costs for government contracting purposes and under the Medicare Program, the Medicaid Program, TRICARE Program, and FEHBP (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Warner Chilcott, and Warner Chilcott 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 Warner Chilcott or any of its subsidiaries or affiliates to the Medicare Program, the Medicaid Program, TRICARE, or FEHBP.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Warner Chilcott further agrees that, within 90 days of the Effective Date of this Agreement, it 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 Warner Chilcott 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. Warner Chilcott agrees that the United States, at a minimum, shall be entitled to recoup from Warner Chilcott 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 Warner Chilcott or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Warner Chilcott 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 Warner Chilcott's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

13. Warner Chilcott agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Specifically, upon reasonable notice, Warner Chilcott shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Warner Chilcott further agrees to furnish to the United States, upon request, complete and unredacted copies of all relevant, non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

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 Paragraphs 3, 4, and 5 above, and Paragraph 15 (waiver for beneficiaries paragraph), below.

15. Warner Chilcott 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.

16. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The Joint Stipulation of Dismissal shall be with prejudice as to the United States' and Relators' claims as to the Covered Conduct, and without prejudice to the United States and with prejudice as to Relators as to all other claims in the Civil Action, except claims by Relators for reasonable attorneys' fees, expenses and costs resulting from the Civil Action pursuant to 31 U.S.C. § 3730(d).

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 Relators reserve any claims they may have to seek reasonable attorneys' fees, expenses and costs from Warner Chilcott pursuant to 31 USC 3730(d).

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 District of Massachusetts. 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 with respect to the issues covered by this Agreement. 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 Warner Chilcott's successors, transferees, heirs, and assigns.

25. This Agreement is binding on Relators' successors, transferees, partners, 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 of this Agreement). Facsimile and .pdf copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[Signature Pages Follow]

THE UNITED STATES OF AMERICA

DATED: 10/29/2015

BY: Sonya A. Rao
SONYA A. RAO
SUSAN POSWISTILO
Assistant United States Attorneys
District of Massachusetts

DATED: _____

BY: _____
COLIN M. HUNTLEY
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
ROBERT K. DECONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of
Health and Human Services

THE UNITED STATES OF AMERICA


DATED: _____

BY: _____

SONYA A. RAO
SUSAN POSWISTILO
Assistant United States Attorneys
District of Massachusetts

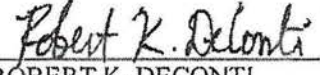
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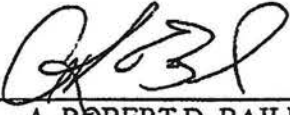

COLIN M. HUNTLEY
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 10/19/15

BY: _____


ROBERT K. DECONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of
Health and Human Services

WARNER CHILCOTT SALES (U.S.) LLC

DATED: 10/29/15 BY: 
A. ROBERT D. BAILEY
President
Warner Chilcott Sales (U.S.) LLC

DATED: _____ BY: _____
GEOFFREY E. HOBART
MATTHEW J. O'CONNOR
Covington & Burling LLP
Counsel for Warner Chilcott Sales (U.S.) LLC

WARNER CHILCOTT SALES (U.S.) LLC

DATED: _____

BY: _____

A. ROBERT D. BAILEY
President
Warner Chilcott Sales (U.S.) LLC

DATED: 10/28/15

BY:  _____

GEOFFREY E. HOBART
MATTHEW J. O'CONNOR
Covington & Burling LLP

Counsel for Warner Chilcott Sales (U.S.) LLC

RELATORS

DATED: 10/16/2015

BY: 
LISA A. ALEXANDER
Relator

DATED: _____

BY: _____
JAMES P. GOAN
Relator

DATED: _____

BY: _____
W. SCOTT SIMMER
THOMAS J. POULIN
Simmer Law Group PLLC

Counsel for Relators

DATED: _____

BY: _____
STEPHEN A. WEISS
Seeger Weiss LLP

Counsel for Relators

DATED: _____

BY: _____
STEVEN F. MOLO
MoloLamken LLP

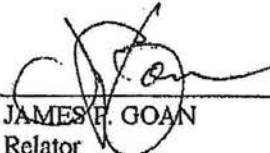
Counsel for Relators

RELATORS

DATED: _____

BY: _____
LISA A. ALEXANDER
Relator

DATED: 10-16-15

BY:  _____
JAMES F. GOAN
Relator

DATED: _____

BY: _____
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THOMAS J. POULIN
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Counsel for Relators

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STEVEN F. MOLO
MoloLamken LLP

Counsel for Relators

RELATORS

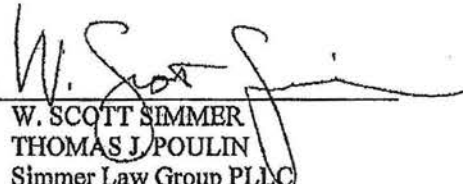
DATED: _____

BY: _____
LISA A. ALEXANDER
Relator

DATED: _____

BY: _____
JAMES P. GOAN
Relator

DATED: 10/16/2015

BY: 
W. SCOTT SIMMER
THOMAS J. POULIN
Simmer Law Group PLLC

Counsel for Relators

DATED: _____

BY: _____
STEPHEN A. WEISS
Secger Weiss LLP

Counsel for Relators

DATED: _____

BY: _____
STEVEN F. MOLO
MoloLamken LLP

Counsel for Relators

RELATORS

DATED: _____

BY: _____
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Relator

DATED: _____

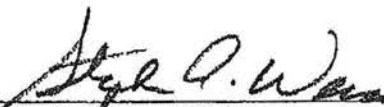
BY: _____
JAMES P. GOAN
Relator

DATED: _____

BY: _____
W. SCOTT SIMMER
THOMAS J. POULIN
Simmer Law Group PLLC

Counsel for Relators

DATED: 10/8/15

BY: 
STEPHEN A. WEISS
Seeger Weiss LLP

Counsel for Relators

DATED: _____

BY: _____
STEVEN F. MOLO
MoloLamken LLP

Counsel for Relators

RELATORS

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BY: _____

LISA A. ALEXANDER
Relator

DATED: _____

BY: _____

JAMES P. GOAN
Relator

DATED: _____

BY: _____

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THOMAS J. POULIN
Simmer Law Group PLLC

Counsel for Relators

DATED: _____

BY: _____

STEPHEN A. WEISS
Seeger Weiss LLP

Counsel for Relators

DATED: 10/16/15

BY:  _____

STEVEN F. MOLO
MoloLamken LLP

Counsel for Relators

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