

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF STATES
AND BRISTOL-MYERS SQUIBB CO., WATSON PHARMA, INC.
AND DANBURY PHARMACAL, INC. REGARDING BUSPAR**

This Settlement Agreement is made and entered into this 7th day of March, 2003, by and between the States and Commonwealths of Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Texas, Utah, Vermont, Washington, West Virginia, and Wisconsin, and the District of Columbia, plus any other State or Commonwealth that has elected or elects to participate in the terms of the Settlement Agreement, through their respective Attorneys General ("Plaintiff States" as defined below), and Bristol-Myers Squibb Company ("BMS"), Watson Pharma, Inc. ("Watson") and Danbury Pharmacal, Inc. ("Danbury"), through their undersigned counsel, (collectively, the "Parties"). Any State electing to enter into this Settlement Agreement shall do so by executing a signature page, included as attachment 8, which shall be appended to this Agreement.

WHEREAS, many of the Litigating Plaintiff States (as defined in Section I.K below) in December, 2001, filed suit against BMS in the United States District Court for the Southern District of New York on their own behalf, on behalf of state and local agencies and consumers, and through their equitable or common law authority or as representative of or *parens patriae* on behalf of natural person citizens of those states, alleging monopolization, attempted monopolization, and

agreements in restraint of trade, in violation of federal and state antitrust and unfair competition or consumer protection laws, and seeking, among other things, damages and injunctive relief;

WHEREAS, in an Amended Complaint filed in January, 2002, Watson Pharma, Inc. and Danbury Pharmacal, Inc. (collectively "Watson") were made defendants to this Action;

WHEREAS, a Sixth Amended Complaint will be filed by the Plaintiff States adding those States which have chosen to participate in this Settlement Agreement;

WHEREAS, Litigating Plaintiff States have conducted an extensive investigation relating to the claims and underlying events and transactions alleged in the Plaintiff States' initial and amended Complaints, as well as extensive legal research and, as a result, the Litigating Plaintiff States are thoroughly familiar with the liability and damages aspects of the claims they have asserted in their initial and amended Complaints;

WHEREAS, as a result of the Parties' extensive arm's-length negotiations, the Litigating Plaintiff States have concluded that the proposed settlement embodied in this Settlement Agreement is fair, adequate and reasonable considering the sharply contested legal and factual issues involved in these actions and the risks and costs attendant upon further prosecution of these actions;

WHEREAS, Defendants, likewise recognizing the risks and costs attendant upon further litigation of the claims in these actions, and while continuing to deny vigorously the allegations, any violation of law or wrongdoing, and any liability with respect to any and all claims asserted in the Plaintiff States' Complaint, have concluded that it is desirable that all claims asserted against Defendants in this action be compromised and settled;

WHEREAS, the Parties have each determined it to be in their respective best interests to resolve this dispute and enter into this Settlement Agreement;

NOW, THEREFORE, WITNESSETH:

I. DEFINITIONS

As used herein:

A. "Agency Account" means a separate account, to be established and funded pursuant to the Final Escrow Agreement. The Agency Account shall be distributed as specified in the Government Compensation Plan.

B. "Class" means the members of a class to be certified for settlement purposes only pursuant to this Settlement Agreement and Rule 23 of the Federal Rules of Civil Procedure, which shall include all natural person consumers within Plaintiff States where such a class action may be brought, not otherwise represented by the Plaintiff States as *parens patriae*, who purchased either or both of the Relevant Drugs during the Relevant Period.

C. "Consumer Distribution Plan" means the plan or method of allocation of the Consumer Fund, which shall be submitted to the Court for approval, and which is consistent with the Guidelines Governing Development of Consumer Distribution Plan, included as Attachment 7.

D. "Consumer Fund" means an interest-bearing escrow account, established pursuant to the Final Escrow Agreement and administered by the Escrow Agent. The principal of the Consumer Fund shall be funded as set forth in Paragraph IV, below, and the Final Escrow

Agreement. The Consumer Fund shall be distributed as specified in the Consumer Distribution Plan.

E. "Court" means the United States District Court for the Southern District of New York.

F. "Effective Date" means the date on which this Settlement Agreement becomes effective. The Effective Date shall occur when all of the following conditions have been satisfied, unless one or more of such conditions is modified in a writing signed by the Parties:

1. Execution of this Settlement Agreement;
2. Entry by the Court of the Stipulated Injunction;
3. Entry by the Court of a Preliminary Approval Order substantially similar to the form attached hereto as Attachment 3;
4. Expiration of the period within which consumers represented *parens patriae* and members of the proposed Class must exercise their rights to be excluded from *parens patriae* representation or from the Class;
5. Defendants have not availed themselves of any right to terminate or withdraw from the Settlement pursuant to this Settlement Agreement;
6. Final approval by the Court of the Settlement embodied herein;
7. Entry by the Court of the Final Judgment and Order substantially in the form attached hereto as Attachment 2; and
8. The Final Judgment and Order shall have become "final," which shall be deemed to occur upon the expiration of the tenth day after the applicable time for appeals of the Final

Judgment and Order (whether as of right or upon showing of excusable neglect or good cause) has expired without any appeal having been taken, or, if an appeal is taken, either upon the expiration of the tenth day after such appeal has been dismissed prior to resolution by the Court or upon the expiration of the tenth day after the Final Judgment and Order is finally affirmed by the appellate court with no possibility of subsequent appeal or judicial review thereof. For purposes of this Subsection, an "appeal" shall include any Petition for a Writ of Certiorari that may be filed in connection with the approval or disapproval of this Settlement Agreement.

G. "Escrow Agent" means the person or entity chosen by the Plaintiff States and designated pursuant to the Final Escrow Agreement to administer the Consumer Fund and Agency Account pursuant to the terms of this Settlement Agreement.

H. "Final Escrow Agreement" means the escrow agreement, substantially in the form of Attachment 1 hereto.

I. "Final Judgment and Order" means the Court's final, appealable order, substantially in the form of Attachment 2 hereto.

J. "Government Compensation Plan" means the plan or method of allocation of the State Fund which is consistent with the Guidelines Governing Development of Government Compensation Plan, included as Attachment 6.

K. "Litigating Plaintiff States" means: Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Mexico, New York, North Carolina, North

Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, and the District of Columbia.

L. "Non-Litigating States" means all States and Commonwealths of the United States not listed in sub-paragraph I.K, above.

M. "Notice" means the notice or notices of this Settlement Agreement and hearing thereof that are to be published and/or mailed to members of the Settlement Group pursuant to Section VII.

N. "Notice Plan" means the Court-approved process by which the Plaintiff States will effectuate the Notice.

O. "Person" means any natural person, partnership, corporation, or business entity.

P. "Plaintiff States" means the Litigating Plaintiff States and any State or Commonwealth which is or which becomes a party to this Settlement Agreement, as provided in Section IX hereof, through the State or Commonwealth's Attorney General, individually and as authorized by law, in the State or Commonwealth's sovereign capacity, on behalf of past, present and future state departments, state bureaus, state agencies, state self-insured employee benefit plans, and other state government entities that they have the authority to represent, on behalf of any local governmental departments, bureaus, agencies or other local entities that the Litigating Plaintiff States and any other State or Commonwealth which becomes a party to this Settlement Agreement represents in this Action, and on behalf of any of the past, present or future predecessors, successors or assigns of the foregoing, in a statutory, equitable and/or common law capacity, and as F.R.C.P.

Rule 23 Class representative of and/or *parens patriae* on behalf of all natural person citizens of such state who have purchased either or both of the Relevant Drugs during the Relevant Period.

Q. "Plaintiff States' Complaint" means the complaint filed by the Litigating Plaintiff States on December 12, 2001, as amended.

R. "Preliminary Approval Order" means the Court's order preliminarily approving this Settlement Agreement and establishing a schedule for Notice and further proceedings, as set forth in Section VII below, and substantially in the form of Attachment 3 hereto.

S. "Released Claims" means the claims released in Paragraph IV.F of this Settlement Agreement.

T. "Relevant Drugs" means BuSpar or generic buspirone hydrochloride sold in the United States.

U. "Relevant Period" means the period from February 5, 1995 through January 31, 2003.

V. "Settlement Group" means all natural person consumers represented by Attorneys General for the Plaintiff States, individually and as authorized by law in a statutory, equitable and/or common law capacity, as *parens patriae* and/or as representatives of the Class.

W. "Defendants" means Bristol-Myers Squibb Company ("BMS"), Watson Pharma, Inc. and Danbury Pharmacal, Inc.

X. "Settling Members of the Settlement Group" means each and every member of the Settlement Group who does not exercise his or her right to exclude himself or herself from the

Settlement Group pursuant to a proper written request for exclusion postmarked on or before the date to be set by the Court.

Y. "State Liaison Counsel" or "Liaison Counsel for Plaintiff States" or "Co-lead Counsel" means the Attorneys General of the States of Maryland, New York and Texas.

Z. "Self-insured Natural Persons" means individuals who purchased the Relevant Drugs without benefit of insurance during any part of the Relevant Period.

AA. "Action" means *State of Alabama, et al v. Bristol-Myers Squibb, et al.*, MDL No. 1413 (S.D.N.Y.).

BB. "Releasers" means Plaintiff States, and the Settling Members of the Settlement Group (including the past, present or future legal representatives, trustees, guardians, heirs, executors, assigns and administrators of the foregoing).

CC. "Releasees" means Defendants and any and all of their former, current and future parents, affiliates, subsidiaries, divisions and other organizational units of any kind, any of the predecessors, successors and assigns of the foregoing, and any of the former, current and future officers, directors, employees, agents, attorneys, representatives, shareholders, partners, trustees, associates, heirs, executors and other persons acting on the behalf of any of the foregoing.

II. AGREEMENT

Subject to the approval of the Court, the Parties agree to compromise, settle and fully and finally resolve all Released Claims on the terms set forth herein as set forth in paragraph VI of the Final Judgment and Order.

III. INJUNCTION

As part of this Settlement Agreement, the Plaintiff States and the BMS have agreed to the entry of the Stipulated Injunction in the form of Attachment 4, the terms and conditions of which are incorporated into this Settlement Agreement as though set forth in this Section III in full. Attachment 4 may be modified to take into account any changes that the Federal Trade Commission ("FTC") may make to the language in the FTC's proposed order, before the FTC's proposed order is entered. The terms set forth in the Stipulated Injunction shall govern the enforcement of this Section III.

IV. MONETARY PAYMENT

A. BMS has agreed to pay the Releasers \$93 million in cash plus an additional \$7 million in cash if and when Non-Litigating States representing two thirds (2/3) of the population of all Non-Litigating States agree to participate in this Settlement. These payments are made in full and final settlement of the claims against all Releasees as set forth in the Plaintiff States' Complaint and

in exchange for the release of all Released Claims, all as set forth in paragraph F below. The Plaintiff States shall use their best efforts to persuade the Non-Litigating States to join this Settlement Agreement. The funds paid by BMS pursuant to this paragraph IV.A shall be deposited into escrow and divided between the Agency Account and the Consumer Fund pursuant to the Final Escrow Agreement.

B. BMS shall have the right to request the return of the \$7,000,000.00, plus the net interest and income accrued thereon, pursuant to the terms of the Final Escrow Agreement, if the conditions set forth thereunder for return of the \$7,000,000.00 are met.

C. The Litigating Plaintiff States will apply to the Court to obtain reasonable costs and attorneys fees for the prosecution of this litigation from the amounts specified in Paragraph IV.A, above. These attorneys' fees shall be paid out of the Agency Account.

D. The Litigating States may apply to the Escrow Agent for release of such funds as are necessary to pay for notice and administrative costs that arise prior to the Effective Date.

E. The payments made by BMS pursuant to Section IV.A are not and shall not, be considered, the payment or compromise of a penalty or fine under any state or federal laws, rules or regulations or any other applicable statute or provision. Rather, they are, and shall be considered, payments made to compromise claims asserted against BMS, Watson and Danbury for compensatory and equitable relief.

F. In consideration of the monetary and injunctive provisions contained in this Settlement Agreement:

1. Subject to the provisions of paragraph 2, upon the Effective Date, each of the

law of any state or territory of the United States. Each Releasor may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of this paragraph, but upon the Effective Date each Releasor hereby expressly waives and fully, finally and forever settles and releases, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of this paragraph whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

2. "Released Claims" excludes claims that do not arise from or relate to the facts, matters, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act set forth or alleged by the Litigating Plaintiff States in *State of Alabama, et al v. Bristol-Myers Squibb, et al.*, MDL No. 1413 (S.D.N.Y.), such as claims relating to Best Price or Average Wholesale Price reporting practices or Medicaid Fraud or Abuse.

G. Each Releasor hereby covenants and agrees that it shall not, hereafter, seek to establish liability against any of the Releasees based, in whole or in part, upon any of the Released Claims.

H. BMS warrants that, as of the date of this Settlement Agreement, neither it nor any of its affiliates, are insolvent, nor will any payment to the Consumer Fund and Agency Account render it or any of its affiliates insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code. If a case is commenced with respect to BMS or any of its affiliates, under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under _____ the release, which if known by him must have materially affected his settlement with the debtor."

Releasees shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action of every nature, whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, fines, penalties and attorneys' fees, in law or equity, that the Releasors (including their past, present or future state departments, state bureaus, state agencies, state self-insured employee benefit plans, and other state government entities they have the authority to represent, local governmental departments, bureaus, agencies or other local entities that the Releasors represent in this action) and any natural persons that the Releasors represent (including any of their past, present or future, legal representatives, trustees, guardians, heirs, executors, administrators and assigns), whether directly, representatively, derivatively or in any other capacity and whether or not they make a claim upon or participate in any portion of the settlement fund, ever had, now has or hereafter can, shall or may have, arising from or relating to the facts, matters, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act set forth or alleged by the Plaintiff States in *State of Alabama, et al v. Bristol-Myers Squibb, et al.*, MDL No. 1413 (S.D.N.Y.), under or relating to any federal or state antitrust, unfair competition, unfair practices, or trade practice laws, Section 17200 *et seq.* of the California Business and Professions Code, equity, common law, or any other law or regulation ("Released Claims"). In addition, subject to the provisions of paragraph (2), upon the Effective Date, the Releasors hereby expressly waive and release any and all provisions, rights or benefits conferred by Section 1542 of the California Civil Code,¹ or by any similar, comparable or equivalent

¹ Section 1542 reads: "General Release: extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing

any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the payment of the principal amount of the Consumer Fund or Agency Account, and any accrued interest, or any portion thereof, by or on behalf of BMS or any affiliate of BMS, to be a preference, voidable transfer, fraudulent transfer or similar transaction, and if pursuant to an order of a court of competent jurisdiction monies paid by BMS or any of its affiliates, into the Consumer Fund or the Agency Account pursuant to this agreement are either not delivered or are returned to BMS or any of its affiliates, or the trustee, receiver, or conservator appointed by a court in any bankruptcy proceeding with respect to BMS or any of its affiliates, then this Settlement Agreement shall be terminated and cancelled as set forth in Section X herein. Such termination and cancellation will be the sole and exclusive remedy of the Releasors for breach of this warranty.

V. SETTLEMENT ADMINISTRATION

A. The Escrow Agent for the Consumer Fund and Agency Account (collectively, the "Settlement Accounts") shall be selected by the Plaintiff States based upon a solicitation of competitive bids from five (5) independent financial institutions. The Escrow Agent shall invest the Consumer Fund and Agency Account in obligations of, or obligations guaranteed by, the United States of America or any of its departments or agencies, or in pre-funded or escrowed municipal bonds which are federally insured, to obtain the highest available return on investment, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then current market rates. The terms of any such investment shall not exceed ninety days. Any losses shall not

be recoverable from Defendants or their counsel and Defendants and their counsel shall have no responsibility for the Escrow Agent's performance. So long as the Escrow Agent has followed the investment requirements of the Final Escrow Agreement, neither Defendants nor Plaintiff States' Representative shall direct the Escrow Agent to liquidate any investment in the Escrow Funds prior to its maturity. The Escrow Agent shall bear all risks related to the investment of the Escrow Funds. All such investments (including principal, interest and sale proceeds) shall at all times constitute a part of the Escrow Funds, and all income, interest and profits on such investments shall become a part of and credited to the Escrow Funds.

B. The Settlement Accounts shall be administered pursuant to the Consumer Distribution Plan, the Government Compensation Plan, the Escrow Agreement, the Final Escrow Agreement, this Settlement Agreement, and any order of the Court, as applicable.

C. All funds held in the Settlement Accounts shall be deemed to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such Settlement Accounts are fully distributed, or upon further order(s) of the Court.

D. Tax Treatment of Settlement Accounts

1. The Settlement Accounts shall be treated as being at all times qualified settlement funds within the meaning of Treas. Reg. 1.468B-1. The Escrow Agent and, as required, the Parties shall timely make such elections as necessary or advisable to carry out the provisions of this Section V.D., including the "relation-back election," as defined in Treas. Reg. 1.468B-1, back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the responsibility of the Escrow Agent to

timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

2. The Escrow Agent shall be the "administrator" (as defined in Treas. Reg. 1.468B-2(k)(3)) of the Settlement Accounts. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Accounts (including, without limitation, the returns described in Treas. Reg. 1.468B-2(k) and (l)). Such returns (as well as the election described in Section V.D.1.) shall be consistent with this Section V.D. and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Accounts shall be paid out of the appropriate Settlement Account as provided in Section V.D.3 herein.

3. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by a Settlement Account, including any taxes or tax detriments that may be imposed upon BMS with respect to any income earned by a Settlement Account for any period during which such Settlement Account does not qualify as a qualified settlement fund for federal or state income tax purposes ("Taxes"), and (ii) expenses and costs incurred in connection with the operation and implementation of this Section V.D. (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section V.D.) ("Tax Expenses"), shall be paid out of the affected Settlement Account.

4. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the appropriate Settlement Account with respect to which such Taxes and/or Tax Expenses have accrued, without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution out of the appropriate Settlement Account any funds necessary to pay such amounts including the establishment for adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. 1.468B-2(1) & (2)).

5. BMS and the Plaintiff States agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section V.D. For purposes of this Section V.D., references to a Settlement Account shall include such Settlement Account and any earnings thereon.

E. Defendants and their counsel will have no responsibility or liability, and no person shall have any claim against Defendants or their counsel, for any distributions from the Settlement Accounts or interest earned thereon, or any reporting requirements that may relate thereto. No person shall have any claim against any of the Plaintiff States, their respective counsel, the Escrow Agent or any agent designated by the Escrow Agent based on the distributions made substantially in accordance with this Settlement Agreement and any orders of the Court.

VI. SETTLEMENT DISBURSEMENTS

A. Disbursement of Administrative Costs:

1. Agency Account: The Escrow Agent shall pay from the Agency Account only those administrative costs and expenses incurred in writing checks and otherwise incurred in administering or distributing the Agency Account.

2. Consumer Fund: The Escrow Agent shall pay from the Consumer Fund all administrative costs and expenses, other than those identified in Section VI.A.1, above, associated with administering this Settlement, including without limitation, costs and expenses necessary to secure court approval of the Settlement Agreement, such as an expert's affidavit, costs and expenses for providing proper notice of this Settlement Agreement, the processing and payment of claims and the fees and expenses of the Escrow Agent.

B. Distribution to States:

1. Litigation Costs: The Escrow Agent shall disburse from the Agency Account the amount of attorneys' fees and costs ordered by the Court, and the Plaintiff States will disburse this amount pursuant to Guidelines Governing Payment of Attorneys' Fees and Litigation Costs that are appended as Attachment 5 to this Settlement Agreement.

2. Distribution to State Agencies: The Escrow Agent shall distribute all funds remaining in the Agency Account after payment of the administrative and litigation costs (including, without limitation, attorneys fees), according to the Government Compensation Plan to be developed by the Plaintiff States. The Government Compensation Plan shall be

consistent with the Guidelines Governing Development of the Government Compensation Plan, included as Attachment 6 to this Settlement Agreement.

C. Distribution to Consumers: The Escrow Agent and/or a claims administrator employed by the Plaintiff States shall distribute and/or administer the distribution of all funds remaining in the Consumer Fund after payment of the costs and expenses set forth in Section VI.A.2 above, according to the Court-approved Consumer Distribution Plan. The Consumer Distribution Plan shall be consistent with the Guidelines Governing Development of Consumer Distribution Plan, included as Attachment 7 to this Settlement Agreement.

D. Timing of Disbursements:

1. The Escrow Agent shall pay the cost of administering this Settlement Agreement, as specified in Section VI.A. above, as these costs accrue, upon submission to the Escrow Agent of invoices for these costs as provided in the Final Escrow Agreement.

2. The Escrow Agent shall distribute the portion of the Agency Account not already distributed pursuant to Section VI.A.1. above, within thirty (30) days after the Effective Date.

3. The Escrow Agent shall, in conjunction with the claims administrator, begin distributing the portion of the Consumer Fund not already distributed pursuant to section VI.A.2. above within thirty (30) days after the Effective Date and shall continue with such distributions according to the terms of the Court-approved Consumer Distribution Plan until the Consumer Fund is fully distributed.

VII. NOTICE AND SETTLEMENT HEARING

A. Within 14 days after execution of this Settlement Agreement, Liaison Counsel for Plaintiff States shall file a motion for Preliminary Approval of the Settlement Agreement with the Court. This motion shall include this Settlement Agreement and attachments, a proposed Notice Plan, the Plaintiff States' Consumer Distribution Plan and the Preliminary Approval Order. The Preliminary Approval Order shall be substantially in the form of Attachment 3.

B. Within ninety (90) days after entry by the Court of the Preliminary Approval Order, Liaison Counsel for Plaintiff States shall effectuate the Notice Plan.

C. The Parties contemplate a notice period of ninety (90) days, or such other time period as set by the Court ("Notice Period"). Within ninety (90) days following the conclusion of the Notice Period, Liaison Counsel for Plaintiff States shall file with the Court a motion seeking final approval of the Final Judgment and Order. The Final Judgment and Order shall be substantially in the form of Attachment 2. Counsel for all of the Parties shall use all reasonable efforts to obtain the entry of the Final Judgment and Order.

VIII. COOPERATION AND IMPLEMENTATION

A. The Parties, and their respective counsel, agree to use all reasonable, practicable efforts and to take all steps reasonably necessary to effectuate this Settlement Agreement.

B. The parties agree, subject to the approval of the Court, that discovery shall be stayed except to the extent discovery is necessary with respect to opt-outs from the Settling Members of the Settlement Group and for the purposes of administering and consummating this

Settlement Agreement. In the event that the Settlement Agreement is not approved by the Court or the settlement does not become final, discovery will resume in *State of Alabama, et al v. Bristol-Myers Squibb, et al*, MDL 1413 (S.D.N.Y.), in a reasonable manner to be approved by the Court.

IX. BENEFIT AND BINDING EFFECT

A. The terms of this Settlement Agreement shall be binding on, and shall inure to the benefit of, the Parties and the Settling Members of the Settlement Group and their predecessors, successors and assigns. The Parties expressly disclaim any intention to create rights under this Settlement Agreement which may be enforced by any other person under any circumstances whatsoever, except as provided in this Settlement Agreement.

B. The terms of this Settlement Agreement may be entered into by the Attorney General of any state who takes the following actions within 60 days of the execution of this Settlement Agreement:

1. Signs a signature page which will be appended onto the body of the Settlement Agreement in the form provided in Attachment 8; and
2. Designates the Liaison Counsel for Plaintiff States to represent such state and agrees to be named as a plaintiff in the Plaintiff States' Sixth Amended Complaint.

X. EFFECT OF TERMINATION OR DISAPPROVAL

A. If this Settlement Agreement is not approved or is terminated, cancelled, voided or the Effective Date does not occur for any reason, all monies paid into the Consumer Fund and the Agency Account, and any interest and income accrued thereon, shall be refunded to BMS, reduced by the amount of actual out-of-pocket costs and expenses incurred or committed in the administration of this Settlement Agreement to the date of disapproval, cancellation, termination, voiding or the Effective Date not occurring. Refund to BMS shall occur within five (5) business days of BMS sending notice to the Escrow Agent and Liaison Counsel for the Plaintiff States of the disapproval, cancellation, termination, voiding or the Effective Date not occurring. In such event, this Settlement Agreement shall become null and void, shall have no further force and effect, and the Plaintiff States shall retain full rights to assert any and all causes of action against Defendants, and Defendants shall retain any and all defenses thereto. This action shall thereupon revert forthwith to its procedural and substantive status prior to the date of execution hereof and shall proceed as if this Settlement Agreement, and all other related orders and papers, including the Stipulated Injunction, had not been executed, and the Parties shall jointly request that any order contemplated hereby, including the Stipulated Injunction, which shall have been entered, be vacated. Notwithstanding the foregoing, the provisions of Section XI. I. shall survive the termination of this Settlement Agreement for any reason.

B. If the Court does not enter the orders or judgments contemplated by this Settlement Agreement in substantially the form provided herein, or if the Court enters the orders or judgments

and appellate review is sought, and on such review any such order or judgment is materially modified, then this Settlement Agreement can be cancelled and terminated, subject to the provisions of this Settlement Agreement, by any Party to this Settlement Agreement within thirty (30) days from the date of the mailing of such ruling to such Parties, by providing written notice to all other Parties hereto of that Party's belief that a material modification has been made. If thirty (30) days from the mailing of such ruling to the Parties expires, and no notice has been received of a Party's belief that a material modification has been made, the Settlement will proceed. A denial of or modification of the States' request for fees and costs or the Consumer Distribution Plan is not a material modification and shall not be grounds for termination.

C. Defendants may elect to terminate this Settlement Agreement if, after the date fixed by the Court for natural persons to exclude themselves from participation in this Settlement, the number of Self-insured Natural Persons in the United States (including Puerto Rico) excluding themselves from this settlement exceeds the number specified in the letter dated March 7, 2003 from Alan Barr to Richard Stark. Within thirty (30) days following the date fixed by the Court for natural persons in the Plaintiff States to exclude themselves, Co-lead Counsel for the Plaintiff States shall provide to Defendants by Certified Mail or Overnight Delivery Service written notice of the identity of all natural persons who have opted out. Defendants' option to terminate the Settlement Agreement shall be exercised, if at all, within ten (10) business days of receipt of the information required to be provided by such notice. Defendants' election to terminate the Settlement Agreement shall be by written notice served upon all Co-lead Counsel for the Plaintiff States by facsimile and

by Certified Mail or Overnight Delivery Service, and Defendants shall file a copy of such notice with the Court. In the event Defendants exercise this option, this Settlement Agreement shall be null and void.

XI. MISCELLANEOUS

A. This Settlement Agreement and the Attachments contain the entire agreement and understanding of the Parties. There are no additional promises or terms of the Settlement Agreement other than those contained herein.

B. The terms or provisions of this Settlement Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in a writing duly signed by all Parties. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions hereof, and that Party, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement to be performed by the other Party.

C. The undersigned counsel for each Party hereby represents that he or she is authorized to enter into this Settlement Agreement on behalf of that Party.

D. The Settlement Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

E. The captions contained in this Settlement Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Settlement Agreement or the intent of any provision hereof.

F. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

G. Any and all notices, requests, consents, directives, or communications by any party intended for any other party shall be in writing and shall, unless expressly provided otherwise herein, be given personally, by express courier, or by postage prepaid mail, or by facsimile transmission followed by postage prepaid mail, and shall be addressed as follows:

To Plaintiff States or the Class:

**Alan Barr
Assistant Attorney General
Office of the Attorney General
200 Saint Paul Place
Antitrust Division, 19th Floor
Baltimore, MD 21202-2202**

**Richard L. Schwartz
Assistant Attorney General
Office of the Attorney General of New York
Antitrust Bureau
120 Broadway
Suite 26-01
New York, NY 10271**

**William Shieber
Assistant Attorney General
Antitrust Section
Office of the Attorney General
P.O. Box 12548
Capitol Station
Austin, TX 78711-2548**

To Defendants:

Richard J. Stark
Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019

Jonathan Greenblatt
Shearman & Sterling
801 Pennsylvania Ave., N.W.
Washington, D.C. 20004

Any one of the Parties may, from time to time, change the address to which such notices, requests, consents, directives, or communications are to be delivered, by giving the other Parties prior written notice of the changed address, in the manner herein above provided.

H. This Settlement Agreement, including, but not limited to, the releases contained herein, shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its choice of law or conflict of laws principles. The Parties agree that the Final Judgment and Order shall provide that the Court shall retain jurisdiction to enforce all provisions and terms of this Settlement Agreement. This Settlement Agreement shall be enforced in the United States District Court for the Southern District of New York. The Parties, on behalf of themselves and the Settling Members of the Settlement Group, waive any objection that each of them may now have or hereafter have to this venue, whether for this Settlement Agreement or for any related suit, action or proceeding and irrevocably consent to the jurisdiction of the Court and agree to accept and acknowledge service in any such suit, action or proceeding.

I. Neither this Settlement Agreement, nor any negotiations preceding it, nor any

proceedings undertaken in accordance with the terms set forth herein, shall be construed as or deemed to be evidence of or an admission or concession by Defendants as to the validity of any claim that Releasors have or could have asserted against them or as to any liability by them, which liability is hereby expressly denied and disclaimed by Defendants. Neither this Settlement Agreement, nor any of its provisions, nor any statement or document made or filed in connection herewith (including the Stipulated Injunction, its terms, any consent order entered into between BMS and the Federal Trade Commission concerning or relating to the matter alleged in this action and the terms of such consent order), shall be filed, offered, received in evidence or otherwise used in any action or proceeding or in any arbitration, except in connection with the Parties' application for approval or enforcement of this Settlement Agreement and all proceedings incident thereto, including requests for attorneys' fees, costs and disbursements and compensation to Litigating Plaintiff States. The fact of this Settlement will not be used in any proceeding except for the purposes of enforcing this Settlement Agreement.


J. Within 30 days after the Effective Date and at the request of the Party or entity that produced the materials or documents, to the extent allowed by law, the Plaintiff States and Defendants shall return all materials and documents produced by any Party or non-party in this action to the person or entity that produced the materials or documents. If no request is made within 30 days, and to the extent allowed by law, the materials and documents will be immediately destroyed. In the event that materials or documents are destroyed, the Plaintiff States and Defendants shall provide prompt notice to the person or entity that produced them, certifying their destruction. In the

event that the Plaintiff States are requested by subpoena or other legal process (including freedom of information requests) to provide materials or documents produced in this action to any person prior to the time said materials or documents are returned or destroyed in accordance with the provisions stated above, they shall promptly inform the Defendants of the subpoena or legal process, shall decline to waive any privileges and objections to disclosure as may exist, shall reasonably cooperate with the Defendants who shall have the right and responsibility to challenge such subpoena or legal process.

K. Notwithstanding Section XI.I. above, this Settlement Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims and may be filed, offered and received into evidence and otherwise used for this purpose. The Parties agree that for any such proceeding, the Court or any court of competent jurisdiction may enter an injunction restraining prosecution of such proceeding. The Parties further agree that this Settlement Agreement may be pleaded as necessary for the purpose of enforcing the Settlement Agreement.

Dated: March 7, 2003

By: _____


Evan K. Giesler, Esq.
Richard J. Stark, Esq.
CRAVATH, SWAINE & MOORE
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000

Counsel for Bristol-Myers Squibb Company

By: _____

Jonathan L. Greenblatt, Esq.
Heather Lamberg-Kafele, Esq.
SHEARMAN & STERLING
801 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
(202) 508-8000

*Counsel for Watson Pharmaceuticals,
Inc., Watson Pharma, Inc., Watson
Laboratories, Inc. and Danbury
Pharmaceutical, Inc.*

K. Notwithstanding Section XII above, this Settlement Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims and may be filed, offered and received into evidence and otherwise used for this purpose. The Parties agree that for any such proceeding, the Court or any court of competent jurisdiction may enter an injunction restraining prosecution of such proceeding. The Parties further agree that this Settlement Agreement may be pleaded as necessary for the purpose of enforcing the Settlement Agreement.

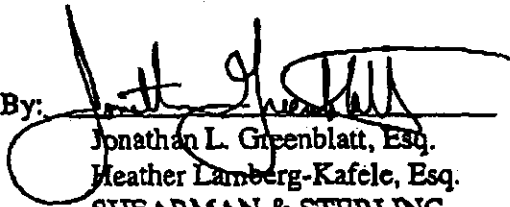
Dated: March 7, 2003

By: _____

Evan R. Chesler, Esq.
Richard J. Stark, Esq.
CRAVATH, SWAINE & MOORE
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000

Counsel for Bristol-Myers Squibb Company

By: _____


Jonathan L. Greenblatt, Esq.
Heather Lamber-Kafele, Esq.
SHEARMAN & STERLING
801 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
(202) 508-8000

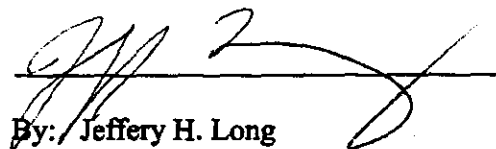
*Counsel for Watson Pharmaceuticals,
Inc., Watson Pharma, Inc., Watson
Laboratories, Inc. and Danbury
Pharmaceutical, Inc.*

Signature block for Plaintiff State of Alabama in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL NO. 1413 (S.D.N.Y.)

Dated: March 4th, 2003

Respectfully submitted,

William H. Pryor Jr.
Attorney General of Alabama

A handwritten signature in black ink, appearing to read "JH Long", is written over a horizontal line.

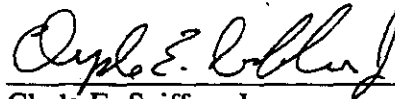
By: Jeffery H. Long
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
Statehouse Building
11 South Union Street
Montgomery, Alabama 36130
(334) 242-7391
(334) 242-2433 (Facsimile)

Signature block for Plaintiff State of Alaska in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 4, 2003

Respectfully submitted,

GREGG D. RENKES
Attorney General of Alaska



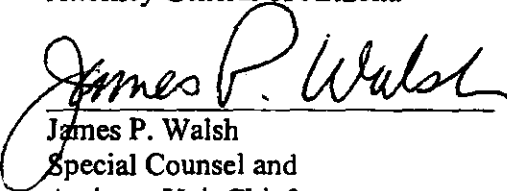
Clyde E. Sniffen, Jr.
Assistant Attorney General
Fair Business Practices Section
Consumer Protection Unit
Office of the Attorney General
1031 W. 4th Avenue # 200
Anchorage, AK 99501
907.269.5200
907.276.8445 (Facsimile)

Signature block for Plaintiff State of Arizona in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co. et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 5, 2003

Respectfully submitted,

TERRY GODDARD
Attorney General of Arizona

A handwritten signature in cursive script that reads "James P. Walsh". The signature is written in dark ink and is positioned above a horizontal line.

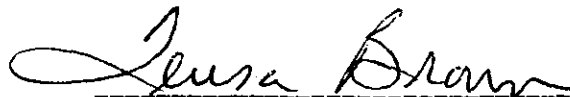
James P. Walsh
Special Counsel and
Antitrust Unit Chief
Office of the Attorney General
1275 W. Washington Street
Phoenix, AZ 85007
602-542-7701
602-542-9088 (facsimile)

Signature block for Plaintiff State of Arkansas in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 3, 2003

Respectfully submitted,

MIKE BEEBE
Attorney General of Arkansas

A handwritten signature in cursive script that reads "Teresa Brown". The signature is written in black ink and is positioned above a horizontal line.

Teresa Brown
Deputy Attorney General
Public Protection Department
Office of the Attorney General
323 Center St., Ste. 200
Little Rock, AR 72207
(501) 682-3561
(501) 682-8118 (Facsimile)

Signature block for Plaintiff State of Colorado in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

KEN SALAZAR
Attorney General of Colorado



MARIA BERKENKOTTER
First Assistant Attorney General
Consumer Protection Section

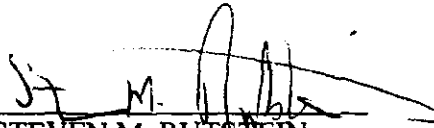
DEVIN LAIHO
Assistant Attorney General
Antitrust Unit

1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: 303-866-5079
Facsimile: 303-866-4916
Devin.Laiho@state.co.us

Signature Block for Plaintiff State of Connecticut in
Settlement between and among Plaintiff States and Defendants in
Alabama, et al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y).

RICHARD BLUMENTHAL
ATTORNEY GENERAL
STATE OF CONNECTICUT

By:



STEVEN M. RUTSTEIN

Assistant Attorney General
Department Head / Antitrust Department

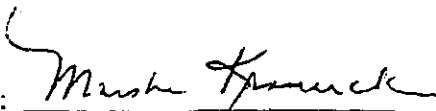


ARNOLD B. FEIGIN
Assistant Attorney General
110 Sherman Street
Hartford, CT 06105
Tel: (860) 808-5540
Fax: (860) 808-5585

In RE: Plaintiff State of Delaware in Settlement between and among Plaintiff States including Delaware, and Defendants in Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 4, 2003

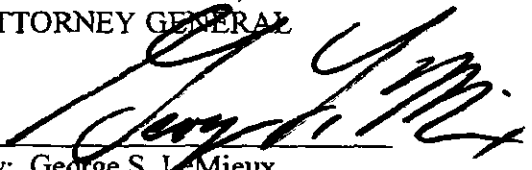
M. Jane Brady, Esquire
Delaware Attorney General

BY: 

Marsha Kramarck, Esquire
Deputy Attorney General
Department of Justice
820 North French Street
Wilmington, DE 19801
(302) 577 5180 (phone)
(302) 577 6630 (facsimile)
e-mail: mkramarck@state.de.us

STATE OF FLORIDA

CHARLES J. CRIST, JR.
ATTORNEY GENERAL



By: George S. Lemieux
Deputy Attorney General
Patricia A. Conners
Chief, Antitrust Section
Craig S. Farringer
Peter S. Fritsche
Assistant Attorneys General
PL-01, The Capitol
Tallahassee, FL 32399-1050
(850) 414-3600
(850) 488-9134 (fax)

Signature block for Plaintiff State of Idaho in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 4, 2003
Boise, Idaho

LAWRENCE G. WASDEN
ATTORNEY GENERAL
STATE OF IDAHO

A handwritten signature in cursive script, appearing to read "Brett DeLange", written over a horizontal line.

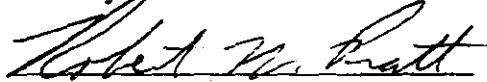
Brett T. DeLange (ISB No. 3628)
Deputy Attorney General
Consumer Protection Unit
Office of the Attorney General
Len B. Jordan Building
650 W. State St., Lower Level
P. O. Box 83720
Boise, Idaho 83720-0010
Telephone: (208) 334-2424
FAX: (208) 334-2830

Signature block for Plaintiff State of Illinois in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 6, 2003

Respectfully submitted,

Lisa Madigan
Attorney General of Illinois



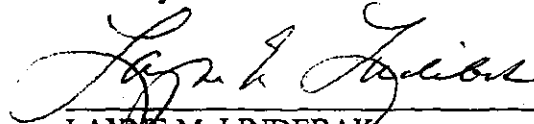
Robert W. Pratt
Chief, Antitrust Bureau
Office of the Illinois Attorney General
100 West Randolph Street, 13th Floor
Chicago, Illinois 60601
312.814.3722
312.814.1154 (Facsimile)

Signature block for Plaintiff State of Iowa in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 3, 2003

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa
JOHN F. DWYER
Attorney



LAYNE M. LINDEBAK
Assistant Attorney General
Special Litigation Section
Iowa Department of Justice
Second Floor, Hoover Office Building
Des Moines, Iowa 50319
515/281-7054
515/281-4902 (Facsimile)

Signature block for Plaintiff State of Kansas in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 05, 2003

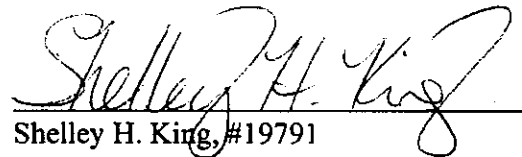
Respectfully submitted.



PHILL KLINE, # 13249
Attorney General of Kansas

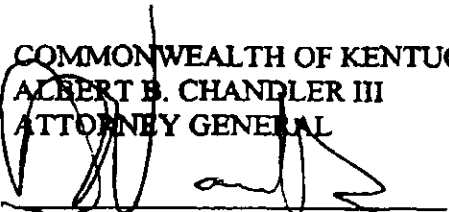


Rex G. Beasley, # 08777
Assistant Attorney General
120 SW Tenth Avenue, 2nd Floor
Topeka, KS 66612-1597
(785) 296-3751
(785) 291-3699 (facsimile)



Shelley H. King, #19791
Assistant Attorney General
120 SW Tenth Avenue, 2nd Floor
Topeka, KS 66612-1597
(785) 296-3751
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COMMONWEALTH OF KENTUCKY
ALBERT B. CHANDLER III
ATTORNEY GENERAL



David R. Vandeventer
Assistant Attorney General
Consumer Protection Division
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Frankfort, KY 40601
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RICHARD P. IEYOUB
ATTORNEY GENERAL


State of Louisiana
DEPARTMENT OF JUSTICE
PUBLIC PROTECTION DIVISION
Baton Rouge
70825

ONE AMERICAN PLACE
301 MAIN ST., SUITE 1250
TELEPHONE (225) 342-7900
FAX (225) 342-7901

Signature block for Plaintiff State of Louisiana in
Settlement between and among Plaintiff States and Defendants in
~~Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)~~

3/4/03

RICHARD P. IEYOUB
Attorney General
State of Louisiana

By: 
Jane Bishop Johnson
Assistant Attorney General/Antitrust
Louisiana Department of Justice
301 Main Street, Suite 1250
Baton Rouge, LA 70801

Signature block for Plaintiff State of Maine in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 5, 2003

Respectfully submitted,

G. STEVEN ROWE
Attorney General of Maine

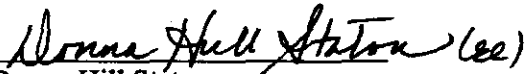
LINDA CONTI
Assistant Attorney General
Chief, Consumer Protection Division




John R. Brautigam
Assistant Attorney General
Office of the Attorney General
6 State House Station
Augusta, ME 04333
(207) 626-8867
(207) 624-7730 (facsimile)


Signature block for Plaintiff State of Maryland in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 7, 2003


Donna Hill Staton
Deputy Attorney General


Ellen S. Cooper
Chief, Antitrust Division


Alan M. Barr
Deputy Chief, Antitrust Division


Meredyth Smith Andrus
Assistant Attorney General
200 St. Paul Street
Baltimore, MD 21202
(410) 576-6470

Attorneys for the State of Maryland

**Signature block for Plaintiff Commonwealth of Massachusetts in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)**

Dated: March 5, 2003

Respectfully submitted,

**THOMAS F. REILLY
Attorney General
Commonwealth of Massachusetts**

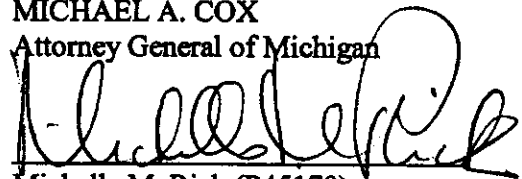
A handwritten signature in black ink, appearing to read 'Judith M. Whiting', is written over a horizontal line.

**Judith M. Whiting
Assistant Attorney General
Consumer Protection and Antitrust Division
Office of the Attorney General
Commonwealth of Massachusetts
One Ashburton Place
Boston, Massachusetts 02108
tel. (617) 727-2200, ext. 2959
fax.(617) 727-5765**

Signature block for Plaintiff State of Michigan in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et. al. MDC No. 1413 (S.D.N.Y.)

Dated: 3/7/03

MICHAEL A. COX
Attorney General of Michigan

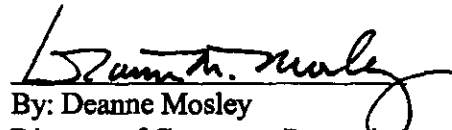


Michelle M. Rick (P45170)
Assistant Attorney General
Consumer Protection Division
Post Office Box 30213
Lansing, Michigan 48909
517/241-2060
517/335-1935 (facsimile)

Signature block for Plaintiff State of Mississippi in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 5, 2003
Jackson, Mississippi

MIKE MOORE
ATTORNEY GENERAL



By: Deanne Mosley
Director of Consumer Protection
802 North State Street, Suite 301
Jackson, MS 39225
(601) 359-4429
(601) 359-4231 (Fax)
Dmosl@ago.state.ms.us



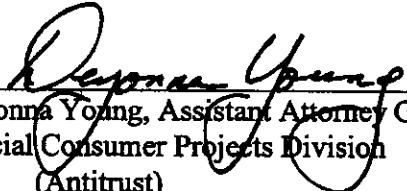
By: Sondra Simpson
Special Assistant Attorney General
Consumer Protection
802 North State Street, Suite 301
Jackson, MS 39225
(601) 359-3748
(601) 359-4231 (Fax)
Ssim@ago.state.ms.us

Signature block for Plaintiff State of New Mexico in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 3, 2003

Respectfully submitted,

PATRICIA A. MADRID
Attorney General of New Mexico

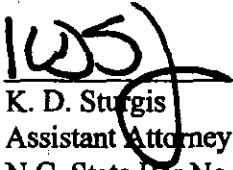
By: 
Deyonna Young, Assistant Attorney General
Special Consumer Projects Division
(Antitrust)

Office of the Attorney General
111 Lomas Blvd NW, Suite 300
Albuquerque, New Mexico 87102
Telephone (505) 222-9000
Facsimile (505) 222-9006

Signature block for Plaintiff State of North Carolina
in Settlement between and among Plaintiff States and Defendants in
Alabama, et al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 5, 2003

ROY COOPER
Attorney General of North Carolina

By: 
K. D. Sturgis
Assistant Attorney General
N.C. State Bar No. 9486

By: Michelle B. McPherson by word
Michelle B. McPherson
Assistant Attorney General
N.C. State Bar No. 16977
North Carolina Department of Justice
Post Office Box 629
Raleigh, NC 27602
Telephone: 919/716.6000
Facsimile: 919/716.6050

Signature block for Plaintiff State of North Dakota in
Settlement between and among Plaintiff States and Defendants in
Alabama, et al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 5, 2003

State of North Dakota
Wayne Stenehjem
Attorney General

By:



Parrell D. Grossman, ID No. 04684
Assistant Attorney General
Director, Consumer Protection &
Antitrust Div.

Todd A. Sattler, ID No. 05718
Assistant Attorney General
Office of Attorney General
600 E Boulevard Ave Dept. 125
Bismarck, ND 58505-0040

Signature block for Plaintiff State of Ohio in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 3, 2003

Respectfully submitted,

JIM PETRO
Attorney General of Ohio

JENNIFER L. PRATT
Senior Deputy Attorney General



MITCHELL L. GENTILE
Principal Attorney General
Antitrust Section
140 East Town Street, 12th Floor
Columbus, OH 43215
tel: (614) 466-4328
fax: (614) 995-0266

Signature block for Plaintiff State of Oklahoma in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 4, 2003

W.A. DREW EDMONDSON
ATTORNEY GENERAL



Julie A. Bays
Assistant Attorney General
Consumer Protection Unit
4545 N. Lincoln Blvd., Suite 260
Oklahoma City, Oklahoma 73105
Phone: (405) 521-4274
Fax: (405) 528-1867

Signature block for Plaintiff State of Oregon in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 4, 2003

Respectfully submitted,

HARDY MYERS
Attorney General of Oregon

A handwritten signature in black ink, appearing to read "D. Hart", is written over a horizontal line.

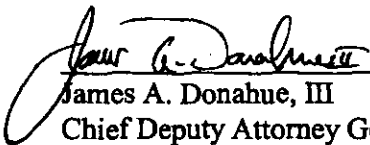
David A. Hart
OSB # 00275
Assistant Attorney General
State of Oregon
1162 Court Street NE
Salem, OR 97301-4096
Tel: (503) 378-4732
Fax: (503) 378-5187

Signature block for Plaintiff Commonwealth of Pennsylvania in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 4, 2003

Respectfully submitted,

D. MICHAEL FISHER
Attorney General of Pennsylvania


James A. Donahue, III
Chief Deputy Attorney General

Andrea M. Pollina
Deputy Attorney General

Joseph S. Betsko
Deputy Attorney General
Antitrust Section
14th Floor, Strawberry Square
Harrisburg, PA 17120
717/787-4530
717/705-7110 (Facsimile)


Signature block for Plaintiff Commonwealth of Puerto Rico in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 4, 2003

Respectfully submitted,

ANABELLE RODRIGUEZ
Secretary of Justice of Puerto Rico


JOSE G. DIAZ TEJERA
Assistant Attorney General
Antitrust Division
jdiaz@justicia.gobierno.pr


JUDITH MARTINEZ-FORTIER
Prosecutor
Office of the Secretary of Justice
Commonwealth of Puerto Rico
Antitrust Division
PO Box 9020192
San Juan, Puerto Rico 00902-0192
Tel. 787.723-7555
Facsimile 787.725-2475
jmartinez@justicia.gobierno.pr

**Signature block for Plaintiff State of [insert name] in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)**

Dated: March 5, 2003

**STATE of RHODE ISLAND
BY ITS ATTORNEY**

**PATRICK C. LYNCH
Attorney General**



**Maureen G. Glynn
Assistant Attorney General
& Health Care Advocate
150 South Main Street
Providence, RI 02903
Phone: 401-274-4400 ext. 2301
Fax: 401-222-3016**

Signature block for Plaintiff State of South Carolina in
Settlement between and among Plaintiff States and Defendants in
Alabama, et al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 7, 2003

Respectfully submitted,

HENRY D. McMASTER
Attorney General

TREVA ASHWORTH
Deputy Attorney General

C. HAVIRD JONES, JR.
Senior Assistant Attorney General

BY: 

C. HAVIRD JONES, JR.
Senior Assistant Attorney General
P. O. Box 11549
Columbia, SC 29211
(803) 734-3680
(803) 734-3677 (Facsimile)

Signature block for Plaintiff State of Texas in
Settlement between and among Plaintiff States and Defendants in
Alabama, et. al. v. Bristol-Myers Squibb Co., et al., MDL No. 1413 (S.D.N.Y.)

Dated: March 6, 2003

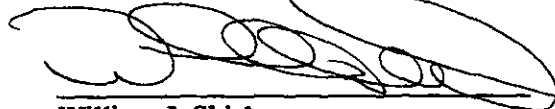
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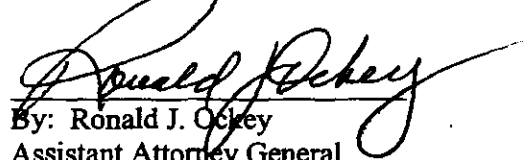


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Dated: March 5, 2003

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Dated: March 6, 2003

Respectfully submitted,

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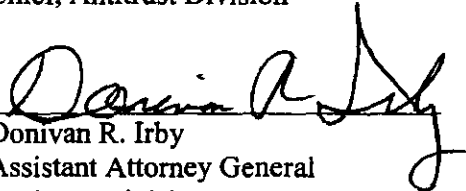
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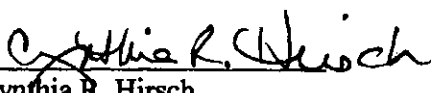
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