IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

STATE OF FLORIDA, et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	C.A. No. 08-155 (SLR)
	)	
ABBOTT LABORATORIES, FOURNIER INDUSTRIE ET SANTÉ, and LABORATOIRES FOURNIER, S.A.,	)	
	)	
Defendants.	)	

STIPULATED INJUNCTION AND [PROPOSED] ORDER

All plaintiffs and all defendants in this action stipulate as follows:

WHEREAS, the States of Florida, Arizona, Arkansas, California, Connecticut, Idaho, Iowa, Kansas, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, New York, North Carolina, Oregon, South Carolina, Texas, Washington and West Virginia, and the Commonwealths of Massachusetts and Pennsylvania, and the District of Columbia, all by their respective Attorneys General (or Acting or Interim Attorneys General) (collectively, "States"), brought an action against defendants Abbott Laboratories ("Abbott"), Fournier Industrie et Sante and Laboratoires Fournier S.A. ("Fournier") (collectively "Defendants") pursuant to Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1, 2, Section 16 of the Clayton Act, 15 U.S.C. § 26, and 28 U.S.C. §§ 1331, 1337, and state antitrust, consumer protection and/or unfair competition statutes and related common law, seeking damages, civil penalties, injunctive and other equitable relief (the "Lawsuit");

WHEREAS, the Lawsuit, C.A. No. 08-155 (SLR), is pending in the United States District Court for the District of Delaware before the Hon. Sue L. Robinson;

WHEREAS, the States and Defendants desire to settle their disputes and the Lawsuit as between them to avoid further expense and inconvenience of litigation, without any admission of liability or wrongdoing on the part of Defendants or any admission on the part of the States of any lack of merit in the claims asserted;

WHEREAS, the States and Defendants have entered into a settlement agreement ("Settlement Agreement") that requires, inter alia, the payment of $22.5 million by Defendants to Plaintiffs and the entry of the following Stipulated Injunction;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is hereby ORDERED:

1. Except as required by law, act or order by a court or administrative agency, Defendants shall not request, support or authorize the deletion, removal or cancellation of the TriCor NDA or any National Drug Codes or any other relevant codes for TriCor 145 mg and/or TriCor 48 mg from the National Drug Data File maintained by First Databank, or from any other pricing database, until the earliest of:

(a) 45 days after the effective date (under 21 U.S.C. § 355(j)(5)(B)(ii)) of the approval by the FDA of a "TriCor ANDA", or

(b) 45 days after the time period referenced in 21 U.S.C. §355(j)(5)(B)(iii) is no longer the basis for the deferral of the effective date (under 21 U.S.C. § 355(j)(5)(B)(ii)) of approval of a "TriCor ANDA" ; or

(c) the date on which a district court enters a judgment reflecting a determination of infringement and validity or, if infringement is uncontested, a determination of validity in any patent litigation based upon a "TriCor ANDA"; or

(d) the date on which there has been a disapproval, termination, withdrawal and/or abandonment (for any reason) of every "TriCor ANDA."

For purposes of (a)-(d) above, "TriCor ANDA" means an ANDA for TriCor 145 mg and/or TriCor 48 mg for which Abbott has received as of the date of this agreement timely Paragraph IV notification with respect to TriCor 145 mg and/or TriCor 48 mg.

2. The parties' stipulation has been made without the taking of proof or trial. Neither the parties' stipulation nor the Court's order embodying that stipulation constitutes evidence or an admission regarding any allegation in this action or otherwise. Neither the parties' stipulation nor the Court's order embodying that stipulation constitutes an adjudication of the substantive merits of any allegation, claim or defense in this action. Defendants denied and continue to deny all liability with respect to any and all of the allegations and claims in this action, deny that they have engaged in any wrongdoing, deny that they have acted improperly in any way, and deny that any of the conduct prohibited herein would violate any statute, law, regulation or other legal requirement or obligation.

3. The Court retains jurisdiction of this matter for purposes of construction, modification and enforcement of this Stipulated Injunction and Order and of the Settlement Agreement attached hereto.

4. All claims in this action are hereby dismissed with prejudice, each party to bear its own costs and attorney's fees except as otherwise provided in the Settlement Agreement.

SO STIPULATED.

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On behalf of the Plaintiff States

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January 7, 2010
3316620

SO ORDERED this day of , 2010.

UNITED STATES DISTRICT JUDGE

SETTLEMENT AGREEMENT

This settlement agreement ("Agreement") is made and entered into as of December 31, 2009 by and between (a) defendants Abbott Laboratories ("Abbott"), Fournier Industrie et Sante and Laboratoires Fournier S.A. ("Fournier") (collectively "Defendants"), and (b) the States of Florida, Arizona, Arkansas, California, Connecticut, Idaho, Iowa, Kansas, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, New York, North Carolina, Oregon, South Carolina, Texas, Washington and West Virginia, and the Commonwealths of Massachusetts and Pennsylvania, and the District of Columbia, all by their respective Attorneys General (or Acting or Interim Attorneys General) (collectively, "States").

WITNESSETH:

WHEREAS, the States have brought an action against Defendants, C.A. No. 08-155 (SLR), pending in the United States District Court for the District of Delaware before the Hon. Sue L. Robinson (the "Lawsuit") in which the States allege violations of federal and state antitrust, consumer protection, unfair competition and related statutory and common law and seek damages, penalties, injunctive relief and other equitable relief;

WHEREAS, Defendants deny each and every one of the States' allegations of unlawful or wrongful conduct, and deny that any conduct challenged by the States caused any damage whatsoever, and have asserted a number of defenses to the States' claims;

WHEREAS, the States and Defendants desire to settle their disputes and the Lawsuit as between them to avoid further expense and inconvenience of litigation, without any admission of liability or wrongdoing on the part of Defendants or any admission on the part of the States of any lack of merit in the claims asserted;

WHEREAS, the States and Defendants agree that this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants or of the truth of any claim or allegation or a waiver of any defenses thereto, or an admission by the States of any lack of merit in the claims asserted;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Within ten (10) business days following the entry of an order in the form attached as A Exhibit hereto and Defendants' receipt by fax or email of wire transfer instructions in a writing signed by any of States' Liaison Counsel as defined below, Defendants shall pay, by wire transfer, the sum of Twenty Two Million, Five Hundred Thousand dollars ($22,500,000) (the "Settlement Funds") to such single account administered by the Attorney General of Missouri as directed in the wire transfer instructions. The Attorney General of Missouri shall act on behalf of the States in distributing the Settlement Funds in accordance with their direction. The Settlement Funds are comprised of $16,559,366.00 for reimbursement to State governmental agencies and other entities and $5,940,634.00 for reimbursement to the States for legal fees and costs, including expert fees and other investigative and litigation costs.

2. Defendants shall have no dominion, control or title to the Settlement Funds, and shall have no right to challenge the States' distribution of the Settlement Funds or the manner in which they are utilized. Each Plaintiff State shall use the Settlement Funds for one or more of the following purposes, as determined by each Plaintiff State's Attorney General at his or her exclusive option, and as otherwise consistent with the laws of his or her respective state:

a. Distribution to the Plaintiff State's governmental agencies and other entities;

b. Reimbursement of the Plaintiff State's attorneys' fees and/or investigation, litigation and settlement administration costs;

c. Reimbursement of the Plaintiff State's consultants' and experts' fees;

d. Promotion of antitrust or consumer protection enforcement by the Attorney General of such state;

e. Deposit into a state antitrust or consumer protection account (e.g., revolving account, trust account, etc.) for use in accordance with the state laws governing that account; and/or

f. Deposit into a fund exclusively dedicated to assisting the Plaintiff State's Attorney General to defray the cost of experts, economists, and consultants in antitrust investigations and litigation.

3. Defendants shall deposit the Settlement Funds paid to the Plaintiff States pursuant to this Agreement into the account specified in the wire transfer instructions referenced in Paragraph 1. Defendants shall have no right to impose any restrictions on the Plaintiff States' administration of said account, either directly or by their agent(s).

4. Defendants and States shall execute a Stipulated Injunction and Order in the form attached as Exhibit A hereto concurrently with the execution of this Agreement. Within four (4) business days of final execution, the Stipulated Injunction and Order shall be filed in the Court in which the Lawsuit is pending.

5. The Released Parties (as defined below) are and shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages, fines, penalties and liabilities, of any nature whatsoever (collectively "Claims") (whether such Claims arise or are incurred before, during or after the date hereof), including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that any of the Releasing Parties (as defined below) ever had, now has, or hereafter can, shall or may have, directly, indirectly, as assignee, representatively, derivatively, in a proprietary capacity, or in any other capacity, to the extent that such Claims

(i) were asserted in the Lawsuit, or

(ii) arise out of any conduct alleged in the Lawsuit, or

(iii) arise out of any alleged change in formulation, withdrawal, substitution or introduction of, or impairment of competition (including but not limited to the alleged improper obtaining or enforcement of any patent) relating to any TriCor product (including TriCor 200 mg, 134 mg and 67 mg capsules, TriCor 160 mg and 54 mg tablets, TriCor 145 mg and 48 mg tablets and Lipidil) or any generic equivalent thereof,

provided only that such conduct ("Conduct") occurred or allegedly occurred prior to the date

hereof. (the "Released Claims"). The term "Released Claims" shall not include the claims identified in Paragraph 7 below.

The term "Releasing Parties" shall mean: (i) the States, including all State departments, divisions, bureaus and agencies and (ii) all entities listed on Exhibit B hereto, regardless of whether they are described by (i). Each of the States represents that Exhibit B includes all of the entities on whose behalf any of them has asserted any claims in this Lawsuit with the exception of such entities that have released their claims, directly or indirectly through a third party, in Case No. 05-360 (U.S.D.C., D. Del.) or Case No. 05-340 (U.S.D.C., D. Del.) (the"Private Actions"). This release shall not diminish any right of any entity to participate, directly or indirectly, in the settlements of the Private Actions.

The term "Released Parties" shall mean: Defendants and, in their capacities as such, Defendants' respective past, present and future parents, subsidiaries, divisions, affiliates, stockholders, owners, officers, directors, insurers, general or limited partners, employees, agents, attorneys and other legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

6. For the avoidance of doubt, each of the States expressly acknowledges that Released Claims are intended to include Claims under §17200, *et seq.*, of the California Business and Professions Code or any similar, comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction to the extent that such Claims would otherwise fall within the definition of Released Claims. In the event any Releasing Party asserts a claim that is a Released Claim, this Agreement shall operate as a complete bar to such claim. In addition, each of the States hereby expressly waives and releases any and all provisions, rights or benefits conferred by §1542 of the California Civil Code or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code, with respect to the Released Claims as defined above, provided that reference to §1542 of the California Civil Code or similar statutes shall not be deemed to convert a specific release into a general release. Section 1542 of the California Civil Code provides:

> **Section 1542. <u>General Release--Claims Extinguished</u>. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Each of the States may hereafter discover facts other than or different from those which it knows or believes to be true with respect to the Claims which are the subject matter of this Paragraph 5, but each of the States hereby expressly fully, finally and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

7. Released Claims shall not include claims arising in the ordinary course of business between the Releasing Parties and the Released Parties concerning product liability, breach of warranty, breach of contract (other than breach of contract based in whole or in part on the Conduct) or bodily injury. Released Claims also shall not include (a) claims of criminal liability; and (b) claims involving: "best price," "direct price," "average wholesale price" or "wholesale acquisition cost" reporting practices; federal Medicaid drug rebate statute violations; FDA marketing violations; Medicaid fraud or abuse; and/or kickback violations related to any State's Medicaid program.

8. Each of the States represents and warrants that it has not assigned or transferred to any person or entity any right to recover for any Claim that otherwise would be a Released Claim.

9. The States and their counsel shall look solely to the Settlement Funds for settlement and satisfaction against the Released Parties of all Released Claims, including without limitation any costs, fees or expenses of any of the States or their attorneys, experts, advisors, agents and representatives, including with respect to the Lawsuit and to the performance of their obligations under this Agreement.

10. It is further understood and agreed that this Agreement is made in compromise and settlement of claims made and denied, and that nothing in this Agreement, and no action taken pursuant to it, should be construed as an admission or concession by the Defendants, or a finding by any court, (i) of a violation of any statute, regulation, or other legal requirement or of any liability under any theory of recovery at law or in equity; or (ii) regarding the strengths or merits of any claim previously alleged or which could have been alleged in the Lawsuit. This Agreement and any and all negotiations, documents and discussions associated with it (including but not limited to any injunction entered in the Lawsuit pursuant to his Agreement) shall not be construed as or deemed to be evidence of any admission of liability or wrongdoing on the part of Defendants, or of the truth of any of the claims or allegations contained in any complaint or any other pleading or document, and evidence thereof shall not be offered or accepted as evidence of such in any litigation, arbitration, or other proceeding, and shall have no precedential value; provided, however, that nothing contained herein shall preclude use of this Agreement in any proceeding to enforce this Agreement.

11. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their predecessors, successors and assigns.

12. This Agreement contains the entire, complete, and integrated statement of each and every term and provision of the settlement between the States and Defendants. This Agreement may not be modified in any respect except by a writing executed by duly authorized representatives of all the parties hereto or by counsel on their behalf. All terms of this Agreement shall be governed by and interpreted according to the law of the State of Delaware, without regard to its conflict of law provisions.

13. Defendants and the States hereby irrevocably submit to the jurisdiction of the United States District Court for the District of Delaware for any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement, except that this shall not prohibit the assertion and enforcement of this Agreement as a defense to a claim in the forum in which such claim is brought.

14. The undersigned counsel for the States warrant that all of the States listed herein are parties to this Agreement even if one or more of them is mistakenly identified in this Agreement by an incorrect name (for example, if the "Commonwealth of Pennsylvania" were actually the "State of Pennsylvania").

15. Each of the parties hereto participated materially in the drafting of this Agreement. None of the parties hereto shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof.

16. The complaint and claims in the Lawsuit shall be dismissed with prejudice (each party to bear its own costs and attorney's fees except as otherwise expressly provided herein) upon entry by the court in which the Lawsuit is pending of the Stipulated Injunction and Order in the form specified in Exhibit A hereto.

17. Notice to Defendants pursuant to this Agreement shall be sent by United States mail and either facsimile or electronic mail to the following, or such other persons as Defendants subsequently specify:

Jeffrey I. Weinberger
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355 South Grand Avenue
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(For Abbott Laboratories)

James L. Cooper
Arnold & Porter LLP
555 Twelfth Street, NW
Washington, DC 20004-1206
(For Fournier Industrie et Sante and Laboratoires Fournier S.A.)

Notice to any of the States pursuant to this Agreement shall be sent by United States mail and either facsimile or electronic mail to the following State Liaison Counsel, the Attorney General of the relevant State (with copies to State Liaison Counsel), or such other persons as the States subsequently specify:

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18. This 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. The parties agree that for any such proceeding, any court of competent jurisdiction may enter an injunction restraining prosecution of such proceeding. The parties further agree that this Agreement may be pleaded as necessary for the purpose of enforcing the Agreement.

19. In the event any one or more of the provisions of this Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision if Defendants' and the States' counsel mutually agree to proceed as if such illegal, invalid or unenforceable provision had never been

included in the Agreement.

20. This Agreement may be executed in counterparts. Signatures transmitted from facsimile or other electronic means shall be considered as valid signatures as of the date hereof.

IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, represents that he or she is authorized to execute this Agreement on behalf of the party or parties for whom he or she has signed, has agreed on behalf of his or her respective party or parties to be bound by its terms, and has entered into this Agreement on behalf of the party or parties for whom be or she has signed as of the date hereof.

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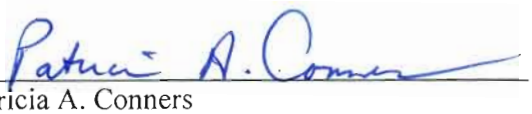

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Exhibit A

EXHIBIT A TO SETTLEMENT AGREEMENT

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

STATE OF FLORIDA, et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	C.A. No. 08-155 (SLR)
	)	
ABBOTT LABORATORIES, FOURNIER INDUSTRIE ET SANTÉ, and LABORATOIRES FOURNIER, S.A.,	)	
	)	
Defendants.	)	

STIPULATED INJUNCTION AND [PROPOSED] ORDER

All plaintiffs and all defendants in this action stipulate as follows:

WHEREAS, the States of Florida, Arizona, Arkansas, California, Connecticut, Idaho, Iowa, Kansas, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, New York, North Carolina, Oregon, South Carolina, Texas, Washington and West Virginia, and the Commonwealths of Massachusetts and Pennsylvania, and the District of Columbia, all by their respective Attorneys General (or Acting or Interim Attorneys General) (collectively, "States"), brought an action against defendants Abbott Laboratories ("Abbott"), Fournier Industrie et Sante and Laboratoires Fournier S.A. ("Fournier") (collectively "Defendants") pursuant to Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1, 2, Section 16 of the Clayton Act, 15 U.S.C. § 26, and 28 U.S.C. §§ 1331, 1337, and state antitrust, consumer protection and/or unfair competition statutes and related common law, seeking damages, civil penalties, injunctive and other equitable relief (the "Lawsuit");

WHEREAS, the Lawsuit, C.A. No. 08-155 (SLR), is pending in the United States District Court for the District of Delaware before the Hon. Sue L. Robinson;

WHEREAS, the States and Defendants desire to settle their disputes and the Lawsuit as between them to avoid further expense and inconvenience of litigation, without any admission of liability or wrongdoing on the part of Defendants or any admission on the part of the States of any lack of merit in the claims asserted;

WHEREAS, the States and Defendants have entered into a settlement agreement ("Settlement Agreement") that requires, inter alia, the payment of $22.5 million by Defendants to Plaintiffs and the entry of the following Stipulated Injunction;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is hereby ORDERED:

1. Except as required by law, act or order by a court or administrative agency, Defendants shall not request, support or authorize the deletion, removal or cancellation of the TriCor NDA or any National Drug Codes or any other relevant codes for TriCor 145 mg and/or TriCor 48 mg from the National Drug Data File maintained by First Databank, or from any other pricing database, until the earliest of:

(a) 45 days after the effective date (under 21 U.S.C. § 355(j)(5)(B)(ii)) of the approval by the FDA of a "TriCor ANDA", or

(b) 45 days after the time period referenced in 21 U.S.C. §355(j)(5)(B)(iii) is no longer the basis for the deferral of the effective date (under 21 U.S.C. § 355(j)(5)(B)(ii)) of approval of a "TriCor ANDA" ; or

(c) the date on which a district court enters a judgment reflecting a determination of infringement and validity or, if infringement is uncontested, a determination of validity in any patent litigation based upon a "TriCor ANDA"; or

(d) the date on which there has been a disapproval, termination, withdrawal and/or abandonment (for any reason) of every "TriCor ANDA."

For purposes of (a)-(d) above, "TriCor ANDA" means an ANDA for TriCor 145 mg and/or TriCor 48 mg for which Abbott has received as of the date of this agreement timely Paragraph IV notification with respect to TriCor 145 mg and/or TriCor 48 mg.

2. The parties' stipulation has been made without the taking of proof or trial. Neither the parties' stipulation nor the Court's order embodying that stipulation constitutes evidence or an admission regarding any allegation in this action or otherwise. Neither the parties' stipulation nor the Court's order embodying that stipulation constitutes an adjudication of the substantive merits of any allegation, claim or defense in this action. Defendants denied and continue to deny all liability with respect to any and all of the allegations and claims in this action, deny that they have engaged in any wrongdoing, deny that they have acted improperly in any way, and deny that any of the conduct prohibited herein would violate any statute, law, regulation or other legal requirement or obligation.

3. The Court retains jurisdiction of this matter for purposes of construction, modification and enforcement of this Stipulated Injunction and Order and of the Settlement Agreement attached hereto.

4. All claims in this action are hereby dismissed with prejudice, each party to bear its own costs and attorney's fees except as otherwise provided in the Settlement Agreement.

SO STIPULATED.

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December 31, 2009

SO ORDERED this day of , 2010.

UNITED STATES DISTRICT JUDGE

Exhibit B

EXHIBIT B TO SETTLEMENT AGREEMENT

State	Public Entities/Programs
Arizona	Arizona Health Care Cost Containment System (AHCCCS) (including AHCCCS Pharmacy Benefits)
Arkansas	1. Arkansas Department of Finance and Administration, Employee Benefits Division (including Prescription Drug Program for Arkansas State and Public School Employee Health Insurance Plan) 2. Arkansas Medicaid Program, Arkansas Department of Human Services, Division of Medical Services
California	1. California Department of Developmental Services, including: • Fairview Developmental Center • Lanterman Developmental Center • Porterville Developmental Center • Sonoma Developmental Center • Sierra Vista Developmental Center • Canyon Springs Developmental Center 2. California Department of General Services. 3. California Department of Corrections and Rehabilitation , including Adult Parole, Youth Authority and Division of Juvenile Justice, and including • California Department of Corrections and Rehabilitation Division of Adult Operations • California Department of Corrections and Rehabilitation Division of Adult Parole Operations • California Department of Corrections and Rehabilitation Division of Juvenile Justice (aka California Youth Authority) • California Department of Corrections and Rehabilitation Division of Juvenile Justice Parole Operations 4. California Prison Health Care Services 5. Receiver appointed to executive management of the California prison medical system in *Plata v. Schwarzenegger*, No. C01-1351 TEH (N.D. Cal.). 6. California Prison Health Care Receivership Corporation 7. California Department of Health Care Services, including its Medi-Cal Contracting Section and Section of Emergency Services – Emergency Preparedness

EXHIBIT B TO SETTLEMENT AGREEMENT

Connecticut	Connecticut Department of Social Services
District of Columbia	Department of Health Care Finance
Florida	1. Agency for Health Care Administration 2. Bay Medical Center (including Bay Medical Employee Health and Dental Benefit Plan) 3. Bert Fish Medical Center 4. Halifax Hospital Medical Center (including Halifax Health Plan) 5. Health Central Hospital (including West Orange Health Care District Employee Medical Plan and Health Central Employee Medical Plan) 6. Lee Memorial Health System (including Lee Memorial Health System Employee Health Plan) 7. North Broward Hospital District 8. Parrish Medical Center 9. Public Health Trust of Miami-Dade County 10. South Broward Hospital District (including Memorial Managed Care Plan) 11. Sarasota Memorial Hospital
Idaho	Idaho Department of Health and Welfare, Division of Medicaid
Iowa	The Iowa Medicaid Enterprise
Kansas	1. Kansas Medicaid, Kansas Health Policy Authority
Maine	1. Office of MaineCare Services, Maine Department of Health & Human Services 2. Office of Employee Health & Benefits, Maine Department of Administrative and Financial Services
Maryland	1. State Employee and Retiree Health and Welfare Benefits Program, Employee Benefits Division, Department of Budget and Management (including Prescription Drug Plan) 2. Maryland Medicaid Pharmacy Program
Massachusetts	1. Office of Medicaid, 2. State Office of Pharmacy Services 3. Prescription Advantage Program
Michigan	1. Michigan Department of Community Health (MDCH), including prescription drug programs for: • Medicaid • Children's Special Health Care Services • MOMS

	• Adult Benefits Waiver • Plan First!
Minnesota	1. Minnesota Department of Human Services, including these programs: • Medicaid • General Assistance Medical Care (GAMC) • Prescription Drug Program (PDP) • Minnesota Care • AIDS Drug Assistance Program (ADAP)
Missouri	1. MO HealthNet Division, Department of Social Services
Nevada	1. Public Employees' Benefits Program 2. Senior Rx and Disability Rx, Department of Health & Human Services
New York	1. New York State Medicaid 2. Elderly Pharmaceutical Insurance Coverage (EPIC) 3. New York State AIDS Drug Assistance Program (ADAP) 4. New York State Department of Correctional Services (DOCS) 5. New York State Office of Mental Health (OMH) 6. New York City Health and Hospitals Corporation (HHC), including: • Bellevue Hospital Center • Belvis Diagnostic and Treatment Center • Coler Hospital • Coney Island Hospital • Cumberland Diagnostic and Treatment Center • East NY Diagnostic and Treatment Center • Elmhurst Hospital Center • Goldwater Hospital • Gouverneur Ambulatory Care and Nursing Facility • Harlem Hospital Center • Jacobi Medical Center • Kings County Hospital Center • Lincoln Medical and Mental Health Center • McKinney Nursing Rehab Center • Morrisania Diagnostic and Treatment Center • North Central Bronx Hospital • Renaissance Diagnostic and Treatment Center • SeaView Hospital and Rehab Center • Woodhull Medical Center
North Carolina	1. North Carolina Dep't of Health and Human Services, Division of Medical Assistance, North Carolina Medicaid Program, including North Carolina Medicaid Outpatient Pharmacy Program

EXHIBIT B TO SETTLEMENT AGREEMENT

Oregon	1. Oregon Department of Human Services (DHS) 2. All entities on whose behalf the Office of Attorney General, Oregon Department of Justice, has statutory authority to bring the claims alleged in State of Florida et al. v. Abbott Laboratories et al. (C.A. 08-155) (SLR).
Pennsylvania	1. Pennsylvania Turnpike Commission (PTC) 2. PACE (Pharmaceutical Assistance Contract for the Elderly) – Pennsylvania Department of Aging, Bureau of Pharmaceutical Assistance 3. Pennsylvania Medicaid, Department of Public Welfare, Office of Medical Assistance Programs.
South Carolina	1. DHHS/SC Medicaid Program 2. South Carolina Employee Insurance Program a/k/a South Carolina State Health Plan 3. SilveRxCard Program
Texas	1. Texas Medicaid, Texas Health & Human Services Commission
Washington	1. Washington Medicaid Program, Department of Social and Health Services, Health and Recovery Services Administration. 2. State of Washington Health Care Authority, including Uniform Medical Plan and Aetna Public Employees Health Plan 3. University of Washington Medical Center, Harborview Medical Center (UWMC/HMC) Pharmacy Services
West Virginia	1. West Virginia Bureau for Medical Services, Department of Health & Human Services