

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or the “Settlement”) is made and entered into by and between (a) defendants Ferring B.V. and Ferring Pharmaceuticals, Inc. (together “Ferring”), by and through its counsel, Arnold & Porter LLP; and Aventis Pharmaceuticals, Inc. (“Aventis”), by and through its counsel, Jones Day (collectively, Ferring and Aventis are defined herein as “Defendants”); and (b) the States of Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New York, North Carolina, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Washington, D.C., by and through their respective Attorneys General (or Acting or Interim Attorneys General) (collectively, “Settling States”). Defendants and the Settling States are hereafter defined herein in this Settlement Agreement collectively as the “Parties.”

WHEREAS, private parties have filed multiple class action lawsuits alleging that Ferring, the owner of U.S. Patent No. 5,407,398 (the “398 Patent”), and Aventis, then the exclusive licensee of the ‘398 Patent, engaged in a scheme to delay the approval and sale of generic versions of DDAVP, a brand name drug used to treat, *inter alia*, water metabolism and bedwetting disorders (the “Alleged Conduct”);

WHEREAS, the class action lawsuits have been filed and consolidated under the captions *In re DDAVP Direct Purchaser Antitrust Litigation*, United States District Court for the Southern District of New York, Civil Action No. 05-cv-2237(CS), and *In re DDAVP Indirect Purchaser Antitrust Litigation*, United States District Court for the Southern District of New York, Civil Action No. 05-cv-2237(CS) (together, the “Class Actions”);

WHEREAS, to enable the Settling States to conduct an investigation of potential claims arising from the Alleged Conduct, the Settling States entered into a Tolling Agreement with the Defendants to suspend any applicable statute of limitations or other time-based defenses applying to any claims arising from the Alleged Conduct (the “Covered Claims”);

WHEREAS, the Settling States have conducted an independent investigation of the Alleged Conduct to determine whether Ferring and Aventis engaged in a scheme to delay the approval and sale of generic versions of DDAVP (the “Independent Investigation”);

WHEREAS, as a result of the Independent Investigation, the Settling States would be prepared to assert in their sovereign capacity and/or as *parens patriae* for the citizens of their respective states, some or all available claims for civil penalties, disgorgement, damages, and/or ancillary and equitable relief under federal and state competition laws arising from the Alleged Conduct, including the Covered Claims (the “State Claims”);

WHEREAS, the Settling States and Defendants desire to settle the State Claims so as to avoid further expense and the inconvenience of future litigation;

WHEREAS, the Settling States and Defendants agree that this Settlement Agreement shall not be deemed or construed to be evidence of any violation of any federal or state statute or law or of any liability or wrongdoing by any Defendant, or of the truth of any of the allegations set forth in the Class Actions or that would be asserted in any litigation concerning the State Claims;

WHEREAS, the Parties have engaged in arm’s-length settlement negotiations and have reached this Settlement Agreement, which embodies all of the terms and conditions of the settlement between them;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the undersigned, on behalf of the Settling States, on the one hand, and Defendants on the

other, that the State Claims be settled, compromised, and forever extinguished (and, except as hereinafter provided, without costs as to any party) on the following terms and conditions:

1. Settlement Consideration. Within the later of ten (10) business days from receipt of written wire transfer instructions from the Settling States or February 17, 2012 (the "Execution Date"), Ferring shall deposit the sum of One Million, Eight Hundred Thousand Dollars (\$1,800,000) and Aventis shall deposit One Million, Six Hundred Fifty Thousand Dollars (\$1,650,000) (collectively, the "Settlement Funds") into the account specified in the wire transfer instructions ("Settlement Account"). No portion of the Settlement Funds shall be considered payment of a fine or penalty. The failure of either Aventis or Ferring to make its required payment into the Settlement Account shall constitute a substantial and material breach of this Settlement Agreement, and shall entitle the Settling States to pursue immediate legal action. This paragraph of the Settlement Agreement shall be governed and interpreted according to the law of the State of Texas without regard to its conflicts of law provisions. For enforcement of this paragraph, Defendants and each Settling State hereby irrevocably submit to the exclusive personal jurisdiction of any state or federal court with subject matter jurisdiction located in Travis County, Texas.

2. Distribution of and Control over Settlement Funds. After Defendants have deposited the Settlement Funds in the Settlement Account they shall have no dominion, control or title to the Settlement Funds, and shall have no right to challenge the Settling States' administration of the Settlement Account, or the allocation, distribution, or utilization of the Settlement Funds. Each Settling State shall use the Settlement Funds for one or more of the following purposes, as determined by each Settling State's Attorney General at his or her

exclusive option, and as otherwise consistent with the laws of his or her respective state enacted as of the Execution Date of this Settlement Agreement:

- a. Distribution to the Settling State's governmental agencies and other entities;
- b. Reimbursement of the Settling State's attorneys' fees and /or investigation, litigation and settlement administration costs;
- c. Reimbursement of the Settling States' consultants' and experts' fees;
- d. Promotion of antitrust or consumer protection enforcement by the Attorney General of such state, PROVIDED THAT, with respect to the State of Washington, the Settlement Funds shall only be used for the promotion of antitrust enforcement;
- 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, PROVIDED THAT, with respect to the State of Washington, the Settlement Funds shall only be used for the promotion of antitrust enforcement;
- f. Deposit into a fund exclusively dedicated to assisting the state's Attorney General to defray the cost of experts, economists, and consultants in antitrust investigations and litigation; and/or
- g. As otherwise required or provided for by applicable state law enacted as of the Execution Date of this Settlement Agreement.¹

3. Releases. Upon and in consideration of payment of the Settlement Funds (the "Payment Date"), the Settling States shall release and forever discharge Defendants and their past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries', and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing (the "Released Parties") from the State Claims, as well as any and all past, present, or future civil

¹ With respect to the State of Colorado, its apportionment shall be used first for reimbursement of Colorado's actual costs and attorneys fees and second, to be held along with any interest thereon, in trust by the Attorney General for future consumer education, consumer fraud or antitrust enforcement efforts.

liabilities, claims, demands, obligations, suits, damages, levies, executions, judgments, debts, penalties, charges, actions, or causes of action, at law or in equity, whether class, *parens patriae* or otherwise in nature, and whether known or unknown, arising out of or relating to the Alleged Conduct that could have been brought under the Sherman Act, 15 U.S.C. §§ 1 & 2, *et seq.*, or any other federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, consumer protection, or civil conspiracy statute or common law theory (the “Released Claims”). So long as they are unrelated to the State Claims, the Released Claims shall not include any: “best price,” “direct price,” “average wholesale price” or “wholesale acquisition cost” reporting practices; false advertising claims; federal Medicaid drug rebate statute violations; FDA marketing violations; Medicaid fraud or abuse claims; kickback claims; and/or any product liability, breach of contract, breach of warranty, bodily or personal injury, or other claims.

Furthermore, this release shall not (1) release or otherwise extinguish any claims by individual consumers; or (2) waive, bar, limit, prohibit, or preclude any individual consumers and/or state department, state bureau, state agency, or other state governmental entity from participating in any settlements or other recoveries arising from the Class Actions (“Class Action Settlements”), so long as those persons or entities are otherwise eligible to do so under the terms of any such Class Action Settlements.

4. Covenants Not to Sue. On and as of the Payment Date each of the Settling States hereby covenants and agrees that it shall not file, cause to be filed, or join any civil suit or complaint, whether class, individual, *parens patriae*, or otherwise in nature, and whether known or unknown, in any state, federal, or local court or before any state, federal, or other government agency or entity or administrative tribunal against any Released Party relating to or arising from the Alleged Conduct that occurred prior to the Payment Date.

5. Additional Release. 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. General Release--Claims Extinguished. 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 Settling States may hereafter discover facts other than or different from those which it knows or believes to be true with respect to the Released Claims, but each of the Settling States hereby expressly fully, finally and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent State 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.

6. Reservation of Claims. Notwithstanding the releases contained in Paragraphs 3 and 5 above, the Settling States and Defendants expressly agree that this Settlement

Agreement only releases the Released Parties as defined above, and that the Parties do not intend this Settlement Agreement, any part hereof, or any other aspect of the Settlement to release or otherwise affect in any way any rights any of the Settling States has or may have against any other party or entity whatsoever other than the Released Parties with respect to the releases contained in Paragraphs 3 and 5.

7. Satisfaction. The Settling 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 Settling States or their attorneys, experts, advisors, agents and representatives.

8. Defendants' Obligations Are Several and Not Joint. Any and all obligations assumed by the Defendants under this Settlement Agreement are intended to be, and shall remain, several and not joint. In this regard, in the event that either Aventis or Ferring fails to make the deposit into the Settlement Account it is obligated to make pursuant to Paragraph 1 above, all of the terms of the Settlement Agreement shall remain in effect between the Settling States and the Defendant which fulfilled its deposit obligations pursuant to Paragraph 1 above.

9. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of the Parties and their predecessors, successors and assigns.

10. Integrated Agreement. This Agreement contains the entire, complete, and integrated statement of each and every term and provision of the settlement between the Settling 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 or by counsel on their behalf.

11. Mistake and Affirmation. The undersigned counsel for the Settling States warrant that, as to the state for which he or she executed the Settlement Agreement, 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”).

12. No Party is the Drafter. Each of the Parties participated materially in the drafting of this Agreement. None of the Parties 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.

13. Independent Settlement. This Settlement is not conditioned or dependent on a) approval by the Court or any other indirect or direct purchaser of DDAVP or b) any other case or any other settlement.

14. Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

15. Governing Law. With the exception of Paragraph 1 of this Settlement Agreement, this Settlement Agreement shall be governed by and interpreted according to the law of the State of New York, without regard to its conflict of law provisions.

16. Consent to Jurisdiction. Defendants and each Settling State hereby irrevocably submit to the exclusive personal jurisdiction of any state or federal court with subject matter jurisdiction located in the County of New York, New York for any suit, action, proceeding or dispute arising out of or relating to all provisions of this Settlement Agreement other than Paragraph 1, or the applicability of this Settlement Agreement other than Paragraph 1,

including, without limitation, any suit, action, proceeding or dispute relating to the release provisions herein.

17. Representations and Warranties. Each party hereto represents and warrants to each other party hereto that it has the requisite authority (or in the case of natural persons, the legal capacity) to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. Further, each of the Settling States represents and warrants that it has not assigned or transferred to any person or entity any right to recover for any State Claim that otherwise would be a Released Claim.

18. Construction of the Settlement Agreement. 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, 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 regarding the strengths or merits of any State Claim or of any claim alleged in the Class Actions. Nothing in this Settlement Agreement shall be construed as an admission in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, by Defendants, including, without limitation, that Defendants have engaged in any conduct or practices that violate any statute or other law.

19. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

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

Julie McEvoy
Jones Day
51 Louisiana Avenue NW
Washington, D.C.
(202) 879-4645
jmcevoy@jonesday.com
(For Aventis Pharmaceuticals, Inc.)

Douglas Wald
Arnold & Porter LLP
555 Twelfth Street, NW
Washington, DC 20004-1206
(202) 942-5000
Douglas.Wald@aporter.com
(For Ferring B.V. and Ferring Pharmaceuticals, Inc.)

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

Cheryl Johnson
Deputy Attorney General
Office of the Attorney General, California
300 S. Spring Street, Suite 1700
Los Angeles, CA 90013
Cheryl.Johnson@doj.ca.gov
Telephone: (213) 897- 2688

William Shieber
Assistant Attorney General
Office of the Attorney General, Texas
P. O. Box 12548
Austin, Texas 78711-2548
William.Shieber@oag.state.tx.us
Telephone: (512) 436-1720

Jonathan Mark
Assistant Attorney General
Washington State Attorney General Office
800 Fifth Avenue, Suite 2000
Seattle, Washington 98104
JonathanM2@atg.wa.gov
Telephone: (206) 464-6293

21. Severability. If any provision of this Settlement Agreement is found by a court to be unenforceable, then the Defendants' and the State Liaison counsel shall confer and determine whether they are willing to proceed as if such unenforceable provision had never been included in the Settlement Agreement. If counsel do not agree to proceed in such a fashion, they shall use their best efforts to modify the unenforceable provision in a manner that eliminates the basis for the finding of unenforceability while still fulfilling the original intent of the Parties. If no agreement is reached to modify the unenforceable provision, then any Party may seek rescission of the Agreement, reformation of the provision(s) at issue, or other appropriate relief from a court of competent jurisdiction, and it will be up to that court to determine if the unenforceability of the provision constitutes a material change in the Settlement Agreement and, if it is material, what, if any, relief should be granted.

22. Authority to Execute Settlement Agreement. By executing this Settlement Agreement, undersigned counsel for each of the Parties represents that he or she has been legally authorized to enter into this Settlement Agreement on behalf of his or her respective client or clients. In this regard, the law firms of Arnold & Porter and Jones Day warrant that they have been legally authorized by their respective clients, pursuant to the law of their client's country of incorporation and country of residence, to enter into this Settlement Agreement on behalf of their client and, in so doing, bind their clients to all terms and conditions contained herein.

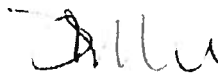
Agreed to this Thirtieth Day of January 2012:



Douglas L. Wald
ARNOLD & PORTER LLP
555 - 12th Street, N.W.
Washington, DC 20004
(202) 942-5112

Counsel for Ferring B.V. and Ferring Pharmaceuticals, Inc.

AGREED TO this Thirtieth Day of January 2012:



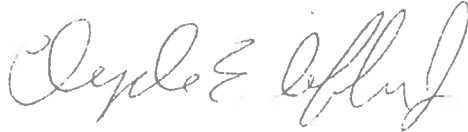
Julie E. McEvoy
Jones Day
51 Louisiana Avenue NW
Washington, D.C.
(202) 879-4645
jmcevoy@jonesday.com

Counsel for Aventis Pharmaceuticals, Inc.

Agreed to on behalf of the State of Alaska, this Thirtieth Day of January 2012.

RICHARD SVOBDNEY
Acting Attorney General

By:

A handwritten signature in cursive script, appearing to read "Clyde E. Sniffen, Jr.", written in black ink.

Clyde E. Sniffen, Jr.
Senior Assistant Attorney General

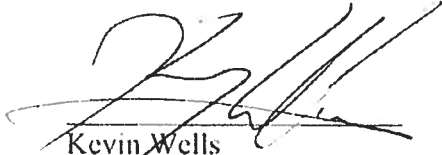
Agreed to on behalf of the State of Arizona, this Thirtieth Day of January 2012.

TOM HORNE
ATTORNEY GENERAL OF THE STATE OF ARIZONA

A handwritten signature in black ink, appearing to read "N. Bonnell", written over a horizontal line.

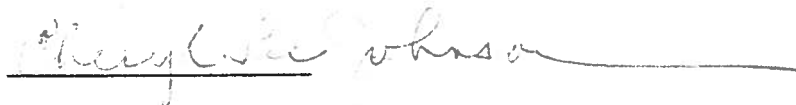
Nancy M. Bonnell
Antitrust Unit Chief
Office of the Attorney General
1275 West Washington
Phoenix, Arizona 85007
Tel: (602) 542-7728
Fax: (602) 542-9088
Nancy.bonnell@azag.gov

Agreed to on behalf of the State of Arkansas, this Thirtieth Day of January 2012.

A handwritten signature in black ink, appearing to read 'Kevin Wells', written over a horizontal line.

Kevin Wells
Assistant Attorney General
Arkansas Attorney General's Office
323 Center Street
Suite 200
Little Rock, AR 72201
Email: kevin.wells@arkansasag.gov
Phone: (501) 682-8063
Fax: (501) 682-8118


Agreed to on behalf of the State of California, this Thirtieth Day of January 2012.

A handwritten signature in cursive script that reads "Cheryl Lee Johnson". The signature is written in dark ink and is positioned above a horizontal line.

KAMALA D. HARRIS
State of California
Attorney General
DEPARTMENT OF JUSTICE
CHERYL LEE JOHNSON
Deputy Attorney General
300 S. Spring Street, Suite 1702
Los Angeles, California 90013
Cheryl.Johnson@doj.ca.gov
213 897-2688

Agreed to on behalf of the State of Colorado this Thirtieth Day of January 2012.

STATE OF COLORADO
JOHN W. SUTHERS
Attorney General



DEVIN LAIHO
Assistant Attorney General
Attorneys for the State of Colorado

1525 Sherman Street, 7th Floor
Denver, Colorado 80203
Voice: 303-866-5079
Email: devin.laiho@state.co.us

DDAVP Settlement Agreement
with Ferring B.V., Ferring Pharmaceuticals, Inc., and Aventis Pharmaceuticals, Inc.

Agreed to on behalf of the State of Connecticut, this Thirtieth Day of January 2012.

STATE OF CONNECTICUT
GEORGE JEPSEN
ATTORNEY GENERAL

BY:



GEORGE JEPSEN

Michael E. Cole
Chief, Antitrust Department
Christopher M. Haddad
Assistant Attorneys General
55 Elm Street, PO Box 120
Hartford, CT 06141-0120
Tel: (860)808-5040
Fax: (860)808-5033
michael.cole@ct.gov

**Settlement Agreement between Ferring, Aventis, and Settling States Regarding
DDAVP**

Agreed to on behalf of the State of Delaware, this Thirtieth Day of January 2012.

JOSEPH R. BIDEN, III
Attorney General of the State of Delaware




Michael A. Undorf
Deputy Attorney General
Delaware Department of Justice
820 N. French St., 5th Floor 19801
Wilmington, DE 19801
Telephone: (302) 577-8924

Agreed to on behalf of the District of Columbia this Thirtieth Day of January 2012.

IRVIN B. NATHAN
Attorney General for the District of Columbia

ELLEN S. EFROS
Deputy Attorney General
Public Interest Division

By: 
BENNETT RUSHKOFF
Chief, Public Advocacy Section
Office of the Attorney General
441 Fourth Street, N.W., Suite 600-S
Washington, DC 20001
(202) 727-5173
bennett.rushkoff@dc.gov

Attorneys for the District of Columbia

Agreed to on behalf of the State of Hawaii, this Thirtieth Day of January 2012.

ATTORNEY GENERAL OF THE
STATE OF HAWAII

David M. Louie
Attorney General of Hawaii



Deborah Day Emerson
Rodney I. Kimura
Deputy Attorneys General
Department of the Attorney General
425 Queen Street
Honolulu, Hawaii 96813
(808) 586-1180
(808) 586-1205 (fax)

Agreed to on behalf of the State of Idaho.

Dated: January 30, 2012

Boise, Idaho

LAWRENCE G. WASDEN
ATTORNEY GENERAL
STATE OF IDAHO

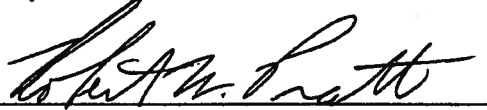


Brett T. DeLange (ISB No. 3628)
Deputy Attorney General
Consumer Protection Division
Office of the Attorney General
954 W. Jefferson St., 2nd Floor
P. O. Box 83720
Boise, Idaho 83720-0010
Telephone: (208) 334-4114
FAX: (208) 334-4151
brett.delange@ag.idaho.gov

Agreed to on behalf of the State of Illinois, this Thirtieth Day of January 2012.

STATE OF ILLINOIS
LISA MADIGAN
Attorney General

By:

A handwritten signature in cursive script, appearing to read "Robert W. Pratt", is written over a horizontal line.

Robert W. Pratt
Chief, Antitrust Bureau
Office of the Illinois Attorney General
100 W. Randolph Street
Chicago, Illinois 60601
312-814-3722
rpratt@atg.state.il.us

Agreed to on behalf of the State of Indiana, this Thirtieth Day of January, 2012.

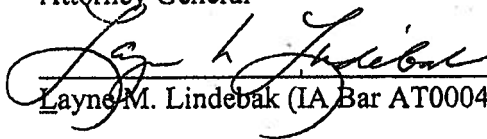
State of Indiana
GREGORY F. ZOELLER
Indiana Attorney General

By: 

Jeremy R. Comeau
Jeremy R. Comeau
Atty. No. 26310-53
Office of Attorney General
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 232-6317
jeremy.comeau@atg.in.gov

Agreed to on behalf of the State of Iowa, this Thirtieth Day of January 2012.

THOMAS J. MILLER
Attorney General


Layne M. Lindebak (IA Bar AT0004755)

Assistant Attorney General
Special Litigation Division
Hoover Office Building-Second Floor
1305 East Walnut Street
Des Moines, IA 50319
Tel: (515) 281-7054
Fax: (515) 281-4902
Layne.Lindebak@iowa.com
Attorneys for the State of Iowa

Agreed to on behalf of the State of Louisiana, this Thirtieth Day of January 2012.

Respectfully submitted,

JAMES D. "BUDDY" CALDWELL
LOUISIANA ATTORNEY GENERAL



Stacie deBlieux (Bar Roll #29142)

Assistant Attorney General

LOUISIANA DEPARTMENT OF JUSTICE

1885 North Third Street

Post Office Box 94005

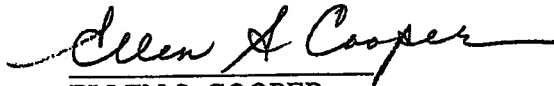
Baton Rouge, Louisiana 70804-9005

Telephone: (225) 326-6400

Facsimile: (225) 326-6499

Agreed to on behalf of the State of Maryland, this Thirtieth Day of January 2012.

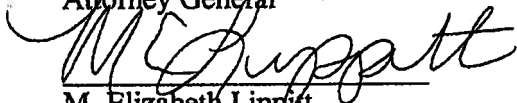
DOUGLAS F. GANSLER
Attorney General

A handwritten signature in cursive script that reads "Ellen S. Cooper". The signature is written in black ink and is positioned above the printed name and title.

ELLEN S. COOPER
Assistant Attorney General,
Chief, Antitrust Division
200 Saint Paul Place
Baltimore, Maryland 21202
(410) 576-6470

Agreed to on behalf of the State of Michigan, this Thirtieth Day of January 2012.

STATE OF MICHIGAN
BILL SCHUETTE
Attorney General

A handwritten signature in black ink, appearing to read "M. Elizabeth Lippitt", written over a horizontal line.

M. Elizabeth Lippitt
Assistant Attorney General
Corporate Oversight Division
Antitrust Section
Attorneys for the State of Michigan
G. Mennen Williams Building, 6th Floor
525 W. Ottawa Street
Lansing, Michigan 48933
Telephone: (517) 373-1160
Fax: (517) 335-6755
Lippitte@michigan.gov

Agreed to on behalf of the State of Minnesota, this Thirtieth Day of January 2012.

LORI SWANSON
Attorney General
State of Minnesota

Dated: 1/30/12

By: Ben Velzen
BENJAMIN VELZEN
Assistant Attorney General

445 Minnesota Street, Suite 1400
St. Paul, MN 55101-2131
(651) 757-1235 (Voice)
(651) 296-9663 (Facsimile)
benjamin.velzen@ag.state.mn.us

Attorneys for State of Minnesota

Agreed to on behalf of the State of Mississippi, this Thirtieth Day of January 2012.

STATE OF MISSISSIPPI
JIM HOOD, ATTORNEY GENERAL

BY: 

Crystal Utley, MSBN 102132
Special Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
Post Office Box 22947
Jackson, Mississippi 39225-2947
Telephone: 601-359-4213

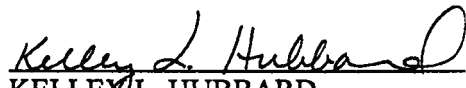
Agreed to on behalf of the State of Missouri, this 30th Day of January, 2012.

CHRIS KOSTER
Attorney General



By: Anne E. Schneider
Assistant Attorney General/Antitrust Counsel
Missouri Bar No. 35479
P. O. Box 899
Jefferson City, MO 65102
(573) 751-7445
(573) 751-2041 (facsimile)
Anne.Schneider@ago.mo.gov

Agreed to on behalf of the State of Montana, this Thirtieth Day of January 2012.



KELLEY L. HUBBARD
Assistant Attorney General
P.O. Box 201401
Helena, MT 59620-1401
khubbard@mt.gov
Phone: (406) 444-2026
Fax: (406) 444-3549

Agreed to on behalf of the State of Nevada, this Thirtieth Day of January 2012.

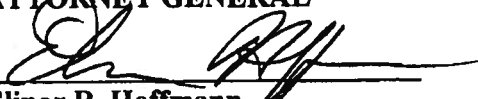
CATHERINE CORTEZ MASTO
Attorney General of the State of Nevada
ERIC WITKOSKI
Chief Deputy Attorney General
Consumer Advocate



By: BRIAN ARMSTRONG
Senior Deputy Attorney General
Office of the Attorney General
Bureau of Consumer Protection
555 East Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
Tel (702) 486-3420

Agreed to on behalf of the State of New York, this Thirtieth Day of January 2012.

**STATE OF NEW YORK
ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL**



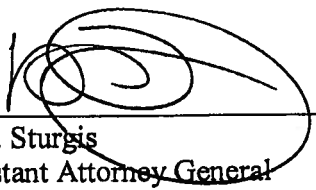
**Elinor R. Hoffmann
Amy E. McFarlane
Assistant Attorneys General**

**Office of the Attorney General
Antitrust Bureau
26th Floor, 120 Broadway
New York, NY 10271
Voice: (212) 416-8262
elinor.hoffmann@ag.ny.gov**

This the 30th day of January 2012.

ROY COOPER
Attorney General of the State of North Carolina

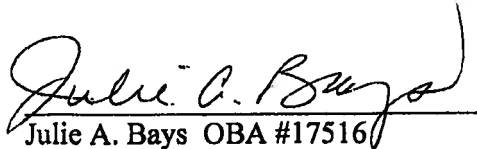
By: _____



K. D. Sturgis
Assistant Attorney General
N.C. State Bar No. 9486
North Carolina Department of Justice
P.O. Box 629
Raleigh, NC 27602
Tel (919) 716-6000
Fax (919) 716-6050
ksturgis@ncdoj.gov

Agreed to on behalf of the State of Oklahoma, this Thirtieth Day of January 2012.

THE STATE OF OKLAHOMA
E. SCOTT PRUITT, ATTORNEY GENERAL

A handwritten signature in cursive script, reading "Julie A. Bays", is written over a horizontal line.

Julie A. Bays OBA #17516
Consumer Protection Unit
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Telephone: (405) 522-3082
Facsimile: (405) 522-0085
Email: julie.bays@gmail.com

Agreed to on behalf of the State of Oregon, this Thirtieth Day of January 2012.



Michael A. Kakuk OSB #074256
Assistant Attorney General
Oregon Department of Justice
Financial Fraud/Consumer Protection Section
1162 Court Street NE
Salem, OR 97301-4096
Phone: (503) 934-4400
Fax: (503) 378-5017
Email: Michael.A.Kakuk@doj.state.or.us

Agreed to on behalf of the State of South Carolina, this Thirtieth Day of January 2012.

ALAN WILSON
South Carolina Attorney General



By: C. HAVIRD JONES, JR.
Assistant Deputy Attorney General
Post Office Box 11549
Columbia, South Carolina 29211
(803) 734-3970
agsjones@scag.gov

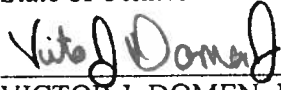
Agreed to on behalf of the State of South Dakota, this Thirtieth Day of January,
2012.

A handwritten signature in black ink, appearing to read "Marty J. Jackley", is written over a horizontal line.

Marty J. Jackley
Attorney General
State of South Dakota
1302 E. Highway 14, Suite 1
Pierre, SD 57501-8501
(605) 773-3215

Agreed to on behalf of the **State of Tennessee**, this Thirtieth Day of January 2012.

ROBERT E. COOPER, JR.
Attorney General and Reporter
State of Tennessee

A handwritten signature in cursive script, appearing to read "Victor J. Domen, Jr.", written over a horizontal line.

VICTOR J. DOMEN, JR. (BPR#015803)

Senior Counsel
Tennessee Attorney General's Office
425 Fifth Avenue North
Nashville, TN 37202
Tel: (615) 253-3327
Fax: (615) 532-6951

Agreed to on behalf of the State of Texas, this Thirtieth Day of January 2012.

GREG ABBOTT
Attorney General of Texas

DANIEL T. HODGE
First Assistant Attorney General

DAVID MATTAX
Acting Deputy Attorney General for Civil Litigation

TOMMY PRUD'HOMME
Chief, Consumer Protection Division


KIM VAN WINKLE
Chief, Antitrust Section

A large, stylized handwritten signature in black ink, appearing to read 'William Shieber', is written over the printed name and title of the signatory.

William Shieber
Assistant Attorney General
Office of the Attorney General of Texas
Antitrust Section
Consumer Protection Division
P.O. Box 12548
Austin, Texas 78711
Telephone: (512) 463-1710
Facsimile: (512) 320-0975

Agreed to on behalf of the State of Utah, this Thirtieth Day of January 2012.

MARK L. SHURTLEFF
ATTORNEY GENERAL OF UTAH

By: 

Ronald J. Ockey
Assistant Attorney General
Heber Wells Building
160 East 300 South, Fifth Floor
Salt Lake City, Utah 84111
Tel: 801-366-0359
Fax: 801-366-0315
Email: rockey@utah.gov

DDAVP Settlement Agreement

SETTLEMENT AGREEMENT¹

Agreed to on behalf of the State of Vermont, this Thirtieth Day of January 2012.

WILLIAM H. SORRELL
ATTORNEY GENERAL
STATE OF VERMONT



Ryan G. Kriger
Vermont Attorney General's Office
Public Protection Division
109 State Street
Montpelier, Vermont 05609
802-828-3170
rkriger@atg.state.vt.us

Counsel for State of Vermont

¹ Between defendants Ferring B.V., Ferring Pharmaceuticals, Inc., and Aventis Pharmaceuticals, Inc., and the States of Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New York, North Carolina, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Washington, D.C. regarding the sale of generic DDAVP.

Agreed to on behalf of the Commonwealth of Virginia, this Thirtieth Day of January 2012.

KENNETH T. CUCCINELLI, II
Attorney General

CHARLES E. JAMES, JR.
Chief Deputy Attorney General

WESLEY G. RUSSELL, JR.
Deputy Attorney General
Civil Litigation Division

DAVID B. IRVIN
Senior Assistant Attorney General and Chief
Antitrust & Consumer Litigation Section




Sarah Oxenham Allen
Assistant Attorney General
Antitrust & Consumer Litigation Section
Office of the Attorney General
900 East Main Street
Richmond, VA 23219
(804) 786-6557
Fax: (804) 786-0122

Agreed to on behalf of the State of Washington, this Thirtieth Day of January 2012.

ROBERT M. MCKENNA
Attorney General

TINA E. KONDO
Deputy Attorney General

A handwritten signature in black ink, appearing to read 'Jonathan A. Mark', written over a horizontal line.

JONATHAN A. MARK
Assistant Attorney General
Attorney General of Washington
800 Fifth Ave, Suite 2000
Seattle, WA 98104-3188
Telephone: (206) 464-7744
Fax: (206) 464-6338