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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, ex rel. JOHN
KROGER, Attorney General of the State of
Oregon,

Plaintiff,

v.

GLAXOSMITHKLINE LLC and SB
PHARMCO PUERTO RICO, INC.,

Defendants.

No. 1106-0817⁹

STIPULATED GENERAL JUDGMENT

Plaintiff, State of Oregon (“the State”), acting by and through Attorney General John Kroger, and Defendants, GlaxoSmithKline LLC and SB Pharmco Puerto Rico, Inc. (“Defendants”), voluntarily enter into this Stipulated General Judgment on the terms and conditions set forth below. **IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:**

INTRODUCTION

The State has filed a Complaint for a permanent injunction and other relief in this matter pursuant to the Oregon Unlawful Trade Practices Act, ORS 646.605, *et seq.* alleging that Defendants committed violations of the aforementioned Act.

The State, by its counsel, and Defendants, by their counsel, have agreed to the entry of this Stipulated General Judgment (“Stipulated Judgment”) by the Court without trial or adjudication of any issue of fact or law or finding of wrongdoing or liability of any kind. Defendants hereby accept and expressly waive any defect in connection with service of

1 process issued to Defendants by the State. Defendants expressly waive the Notice of
2 Unlawful Trade Practices required by ORS 646.632(2).

3 **I. DEFINITIONS**

4 The following definitions shall be used in construing this Stipulated Judgment:

5 A. "GlaxoSmithKline LLC" or "GlaxoSmithKline" shall mean GlaxoSmithKline
6 LLC, all of its past and present officers, directors, shareholders, employees, subsidiaries,
7 divisions, predecessors and successors.

8 B. "SB Pharmco Puerto Rico, Inc." or "SB Pharmco" shall mean SB Pharmco
9 Puerto Rico, Inc., all of its past and present officers, directors, shareholders, employees,
10 subsidiaries, divisions, and predecessors.

11 C. "Covered Conduct" shall mean Defendants' production, manufacturing,
12 processing, packing, holding, distribution, and sale of Covered Products manufactured at SB
13 Pharmco's production facility at Cidra, Puerto Rico.

14 D. "Covered Products" shall mean those products, set forth in Exhibit A.

15 E. "Effective Date" shall mean the date on which a copy of this Stipulated
16 Judgment, duly executed by Defendants and by the signatory Attorney General, is approved
17 by, and becomes a Judgment of the Court.

18 F. "Multistate Working Group" shall mean the Attorneys General and their staff
19 representing Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut,
20 Delaware, the District of Columbia, Florida, Hawaii,¹ Idaho, Illinois, Iowa, Kansas,
21 Kentucky, Maine, Maryland, Massachusetts, Michigan, Missouri, Montana, Nebraska,
22 Nevada, New Jersey, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode

23 _____
24 ¹ Hawaii is being represented on this matter by its Office of Consumer Protection, an
25 agency which is not part of the state Attorney General's Office, but which is statutorily
26 authorized to undertake consumer protection functions, including legal representation of the
State of Hawaii. For simplicity, the entire group will be referred to as the "Attorneys
General," and such designation, as it includes Hawaii, refers to the Executive Director of the
State of Hawaii Office of Consumer Protection.

1 Island, South Dakota, Tennessee, Texas, Vermont, Washington, West Virginia and
2 Wisconsin.

3 G. "Multistate Executive Committee" shall mean the Attorneys General and their
4 staff representing Arizona, Florida, Illinois, Maryland, Oregon, Pennsylvania, Tennessee and
5 Texas.

6 H. "Defendants" shall mean GlaxoSmithKline LLC and SB Pharmco Puerto
7 Rico, Inc.

8 I. "Parties" shall mean the Oregon Attorney General and Defendants.

9 J. "Attorneys General" shall mean the Attorneys General of the Multistate
10 Working Group.

11 **II. PREAMBLE**

12 A. The Attorneys General conducted an investigation regarding the Covered
13 Conduct. The Parties have agreed to resolve the concerns related to the Covered Conduct
14 under the State Consumer Protection Laws,² as cited in footnote 2, by entering into this
15 Stipulated Judgment.

16 ² ALABAMA- Deceptive Trade Practices Act, AL ST 8-19-1, 13A-9-42, 8-19-8;
17 ALASKA - *Alaska Unfair Trade Practices and Consumer Protection Act*, AS 45.50.471
18 *et seq.*; ARIZONA - *Arizona Consumer Fraud Act*, A.R.S. § 44-1521 *et seq.*;
19 ARKANSAS – Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, *et seq.*;
20 CALIFORNIA - Bus. & Prof Code §§ 17200 *et seq.* and 17500 *et seq.*;
21 COLORADO - *Colorado Consumer Protection Act*, Colo. Rev. Stat. § 6-1-101 *et seq.*;
22 CONNECTICUT - *Connecticut Unfair Trade Practices Act*, Conn. Gen. Stat. §§ 42-110a *et*
23 *seq.*; DELAWARE - *Delaware Consumer Fraud Act*, Del. CODE ANN. tit. 6, §§ 2511 to
24 2527; DISTRICT OF COLUMBIA, *District of Columbia Consumer Protection Procedures*
25 *Act*, D.C. Code §§ 28-3901 *et seq.*; FLORIDA - *Florida Deceptive and Unfair Trade*
26 *Practices Act, Part II*, Chapter 501, Florida Statutes, 501.201 *et seq.*; HAWAII - *Uniform*
Deceptive Trade Practice Act, Haw. Rev. Stat. Chpt. 481A and Haw. 501.201 *et seq.*;
IDAHO - Consumer Protection Act, Idaho Code Section 48-601 *et seq.*;
ILLINOIS - *Consumer Fraud and Deceptive Business Practices Act*, 815 ILCS 505/2 *et seq.*;
IOWA - *Iowa Consumer Fraud Act*, Iowa Code Section 714.16; KANSAS - *Kansas*
Consumer Protection Act, K.S.A. 50-623 *et seq.*; KENTUCKY- *The Kentucky Consumer*
Protection Act, KRS 367.110 *et seq.*; LOUISIANA - *Unfair Trade-Practices and Consumer*
Protection Law, LSA-R.S. 51:1401, *et seq.*; MAINE - *Unfair Trade Practices Act*, 5
M.R.S.A. § 207 *et seq.*; MARYLAND - *Maryland Consumer Protection Act*, Md. Code
Ann., Com. Law §§ 13-101 *et seq.*; MASSACHUSETTS - Mass. Gen. Laws c. 93A, §§ 2 and
(continued . . .)

1 B. This Stipulated Judgment reflects a negotiated agreement entered into by the
2 Parties as their own free and voluntary act, and with full knowledge and understanding of the
3 nature of the proceedings and the obligations and duties imposed by this Stipulated
4 Judgment. Defendants are entering into this Stipulated Judgment solely for the purpose of
5 settlement, and nothing contained herein may be taken as or construed to be an admission or
6 concession of any violation of law or regulation, or of any other matter of fact or law, or of
7 any liability or wrongdoing, all of which Defendants expressly deny. Through this Stipulated
8 Judgment, Defendants do not admit any violation of law, and do not admit any wrongdoing
9 that was or could have been alleged by any of the signatory Attorneys General before the
10 date of the Stipulated Judgment. No part of this Stipulated Judgment, including its
11 statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing
12 by Defendants. This Stipulated Judgment does not constitute an admission by Defendants
13 that the Covered Conduct violated or could violate the State Consumer Protection Laws. It is
14 the intent of the Parties that this Stipulated Judgment shall not be admissible or binding in

15 _____
16 (. . . continued)
17 4; MICHIGAN - *Michigan Consumer Protection Act*, MCL § 445.901 *et seq.*;
18 MISSOURI - *Missouri Merchandising Practices Act*, Mo. Rev. Stat. §§ 407 *et seq.*;
19 MONTANA - *Montana Unfair Trade Practices and Consumer Protection Act*, Mont. Code
20 Ann. § 30-14-101 *et seq.*; NEBRASKA - *Uniform Deceptive Trade Practices Act*, NRS
21 §§ 87-301 *et seq.*; NEVADA - *Deceptive Trade Practices Act*, Nevada Revised Statutes
22 598.0903 *et seq.*; NEW JERSEY - *New Jersey Consumer Fraud Act*, NJSA 56:8-1 *et seq.*;
23 NORTH CAROLINA - *North Carolina Unfair and Deceptive Trade Practices Act*, N.C.G.S.
24 75-1.1, *et seq.*; NORTH DAKOTA - *Unlawful Sales or Advertising Practices*, N.D. Cent.
25 Code § 51-15-02 *et seq.*; OHIO - *Ohio Consumer Sales Practices Act*, R.C. 1345.01, *et seq.*;
26 OREGON - *Oregon Unlawful Trade Practices Act*, ORS 646.605 *et seq.*; PENNSYLVANIA
- *Pennsylvania Unfair Trade Practices and Consumer Protection Law*, 73 P.S. 201-1 *et seq.*;
RHODE ISLAND - *Rhode Island Deceptive Trade Practices Act*, Rhode Island General
Laws § 6-13.1-1, *et seq.*; SOUTH DAKOTA - *South Dakota Deceptive Trade Practices and
Consumer Protection*, SDCL ch. 37-24; TENNESSEE - *Tennessee Consumer Protection Act*,
Tenn. Code Ann. § 47-18-101 *et seq.*; TEXAS - *Texas Deceptive Trade Practices-Consumer
Protection Act*, TEX. BUS. & COM. CODE § 17.41, *et seq.*; VERMONT - *Consumer Fraud Act*,
9 V.S.A. §§ 2451 *et seq.*; WASHINGTON - *Unfair Business Practices/Consumer Protection
Act*, RCW §§ 19.86 *et seq.*; WEST VIRGINIA - *West Virginia Consumer Credit and
Protection Act*, W.Va. Code § 46A-1101 *et seq.*; WISCONSIN - Wis. Stat. § 100.18
(Fraudulent Representations).

1 any other matter, including, but not limited to, any investigation or litigation, other than in
2 connection with the enforcement of this Stipulated Judgment. No part of this Stipulated
3 Judgment shall create a private cause of action or convert any right to any third party for
4 violation of any federal or state statute or law except that an Attorney General may file an
5 action to enforce the terms of this Stipulated Judgment. Nothing contained herein prevents
6 or prohibits the use of this Stipulated Judgment for purposes of enforcement by the Oregon
7 Attorney General.

8 C. This Stipulated Judgment does not create a waiver or limit Defendants' legal
9 rights, remedies, or defenses in any other action by the Oregon Attorney General, and does
10 not waive or limit Defendants' right to defend themselves from, or make arguments in, any
11 other matter, claim, or suit, including, but not limited to, any investigation or litigation
12 relating to the existence, subject matter, or terms of this Stipulated Judgment. Nothing in this
13 Stipulated Judgment shall waive, release, or otherwise affect any claims, defenses or other
14 positions Defendants may assert in connection with any investigations, claims, or other
15 matters the Attorneys General are not releasing hereunder. Notwithstanding the foregoing,
16 the Oregon Attorney General may file an action to enforce the terms of this Stipulated
17 Judgment.

18 D. This Stipulated Judgment does not constitute an approval by the Attorneys
19 General of the Defendants' business practices and Defendants shall make no representation
20 or claim to the contrary.

21 E. This Stipulated Judgment sets forth the entire agreement between the Parties
22 hereto and supersedes all prior agreements or understandings, whether written or oral,
23 between the Parties and/or their respective counsel with respect to the Covered Conduct.

24 F. This Court retains jurisdiction of this Stipulated Judgment and the Parties
25 hereto for the purpose of enforcing and modifying this Stipulated Judgment and for the
26 purpose of granting such additional relief as may be necessary and appropriate.

1 Attorneys General for attorneys' fees and other costs of investigation and litigation, or to be
2 placed in, or applied to, the consumer protection enforcement fund, consumer education or
3 litigation or local consumer aid or revolving fund, used to defray the costs of the inquiry
4 leading hereto, or for other uses permitted by state law, at the sole discretion of each
5 Attorney General. The Parties acknowledge that the payment described herein is not a fine
6 or penalty, or payment in lieu thereof.

7 **V. REPRESENTATIONS AND WARRANTIES**

8 A. GlaxoSmithKline acknowledges that it is a proper party to this Stipulated
9 Judgment. GlaxoSmithKline further warrants and represents that the individual signing this
10 Stipulated Judgment on behalf of GlaxoSmithKline is doing so in his or her official capacity
11 and is fully authorized by GlaxoSmithKline to enter into this Stipulated Judgment and to
12 legally bind GlaxoSmithKline to all of the terms and conditions of the Stipulated Judgment.

13 B. SB Pharmco acknowledges that it is a proper party to this Stipulated
14 Judgment. SB Pharmco further warrants and represents that the individual signing this
15 Stipulated Judgment on behalf of SB Pharmco is doing so in his or her official capacity and
16 is fully authorized by SB Pharmco to enter into this Stipulated Judgment and to legally bind
17 SB Pharmco to all of the terms and conditions of the Stipulated Judgment.

18 C. The Attorney General warrants and represents that he is signing this
19 Stipulated Judgment in his official capacity, and that he is fully authorized by his State to
20 enter into this Stipulated Judgment, including, but not limited to, the authority to grant the
21 release contained in Section VI of this Stipulated Judgment, and to legally bind his State to
22 all of the terms and conditions of this Stipulated Judgment.

23

24 _____

25 (... continued)
26 \$2,675.13 to the Oregon Department of Corrections that shall be deposited into The
Department of Corrections Account established by ORS 423.097.

1 **VI. RELEASE**

2 A. By execution of this Stipulated Judgment, the State of Oregon, the Oregon
3 Public Employees' Benefit Board, the Oregon State Accident Insurance Fund Corporation,
4 and the Oregon Department of Corrections release and forever discharge Defendants and all
5 of their past and present officers, directors, shareholders, employees, subsidiaries, divisions,
6 parents, predecessors, successors, assigns, and transferees (collectively, the "Released
7 Parties"), from the following: all civil claims, causes of action, parens patriae claims,
8 damages, restitution, fines, costs, attorneys' fees, remedies and/or penalties that were or
9 could have been asserted against the Released Parties by the Attorney General or by the
10 Oregon Public Employees' Benefit Board, the Oregon State Accident Insurance Fund
11 Corporation, and the Oregon Department of Corrections under the Oregon Unlawful Trade
12 Practices Act, ORS 646.605 et seq. or any amendments thereto, or by common law claims
13 concerning unfair, deceptive, or fraudulent trade practices resulting from the Covered
14 Conduct up to and including the Effective Date of this Stipulated Judgment (collectively, the
15 "Released Claims").

16 B. Notwithstanding any term of this Stipulated Judgment, specifically reserved
17 and excluded from the Released Claims as to any entity or person, including Released
18 Parties, are any and all of the following:

19 1. Any claims related to the marketing or promotion of rosiglitazone that
20 do not relate to the manner in which the product was manufactured at the Cidra,
21 Puerto Rico facility.

22 2. Any criminal liability that any person or entity, including Released
23 Parties, has or may have to the State of Oregon;

24 3. Any civil or administrative liability that any person or entity, including
25 Released Parties, has or may have to the State of Oregon, under any statute,
26

1 regulation or rule not expressly covered by the release in Section VI.A, including, but
2 not limited to, any and all of the following claims:

3 a. State or federal antitrust violations;

4 b. Medicaid violations, including, but not limited to, federal
5 Medicaid drug rebate statute violations, Medicaid fraud or abuse, and/or
6 kickback violations related to Oregon's Medicaid program;

7 c. Claims involving "best price," "average wholesale price" or
8 "wholesale acquisition cost;"

9 d. State false claims act violations; and

10 e. Claims to enforce the terms and conditions of this Stipulated
11 Judgment.

12 4. Actions of state program payors of the State of Oregon other than
13 those referenced in Section VI.A arising from the Covered Conduct, except for the
14 Oregon Public Employees' Benefit Board, the State Accident Insurance Fund
15 Corporation, and the Department of Corrections, and except for the release of civil
16 penalties under the state consumer protection laws cited in footnote 2.

17 5. Any claims individual consumers have or may have under the State of
18 Oregon's consumer protection laws against any person or entity, including Released
19 Parties.

20 **VII. CONFLICTS**

21 A. If, subsequent to the Effective Date of this Stipulated Judgment, the federal
22 government or any state, or any federal or state agency, enacts or promulgates legislation or
23 regulations with respect to matters governed by this Stipulated Judgment that creates a
24 conflict with any provision of the Stipulated Judgment and Defendants intend to comply with
25 the newly enacted legislation or regulation, Defendants shall notify the Attorneys General (or
26 the Attorney General of the affected State) of the same. If the Attorney General agrees, he

1 shall consent to a modification of such provision of the Stipulated Judgment to the extent
2 necessary to eliminate such conflict. If the Attorney General disagrees and the Parties are not
3 able to resolve the disagreement, Defendants shall seek a modification from an appropriate
4 court of any provision of this Stipulated Judgment that presents a conflict with any such
5 federal or state law or regulation. Changes in federal or state laws or regulations with respect
6 to the matters governed by this Stipulated Judgment, shall not be deemed to create a conflict
7 with a provision of this Stipulated Judgment unless Defendants cannot reasonably comply
8 with both such law or regulation and the applicable provision of this Stipulated Judgment.

9 **VIII. DISPUTE RESOLUTION**

10 A. For the purposes of resolving disputes with respect to compliance with this
11 Stipulated Judgment, should any of the signatory Attorneys General believe that one or both
12 Defendants have violated a provision of this Stipulated Judgment subsequent to the Effective
13 Date, then such Attorney General shall notify that Defendant or those Defendants in writing
14 of the specific objection, identify with particularity the provisions of this Stipulated
15 Judgment that the practice appears to violate, and give Defendants 30 days to respond to the
16 notification.

17 B. Upon receipt of written notice from any of the Attorneys General, each
18 Defendant receiving such notice shall provide a good-faith written response to the Attorney
19 General notification, containing either a statement explaining why that Defendant believes it
20 is in compliance with the Stipulated Judgment or a detailed explanation of how the alleged
21 violation occurred and statement explaining how and when that Defendant intends to remedy
22 the alleged violation.

23 C. Except as set forth in Sections VIII.E and F below, the Attorney General may
24 not take any action during the 30-day response period. Nothing shall prevent the Attorney
25 General from agreeing in writing to provide Defendant with additional time beyond the 30
26 days to respond to the notice.

1 **X. GENERAL PROVISIONS**

2 A. Nothing in this Stipulated Judgment is intended to modify the Settlement
3 Agreement, effective December 15, 2010, between the State of Oregon and
4 GlaxoSmithKline, LLC formerly known as SmithKline Beecham corporation, d/b/a
5 GlaxoSmithKline, and SB Pharmco, Puerto Rico, Inc (collectively "GSK").

6 B. Nothing will prevent the Attorney General from agreeing in writing to provide
7 Defendants with additional time to perform any act required by the Stipulated Judgment.
8 The Attorney General shall not unreasonably withhold his consent to the request for
9 additional time.

10 C. All notices under this Stipulated Judgment shall be sent by overnight United
11 States mail. The documents shall be sent to the following addresses:

12 For GlaxoSmithKline LLC: and SB Pharmco Puerto Rico, Inc.:

13 Matthew J. O'Connor
14 Covington & Burling LLP
15 1201 Pennsylvania Avenue, NW
16 Washington, DC 20004-2401

17 Barry H. Boise
18 Pepper Hamilton LLP
19 3000 Two Logan Square
20 Eighteenth and Arch Streets
21 Philadelphia, PA 19103

22 For State of Oregon:

23 David Hart, OSB 002750
24 Senior Assistant Attorney General
25 Attorney for Plaintiff, State of Oregon
26 Oregon Dept. of Justice
1515 SW 5th Ave., Suite 410
Portland, OR 97201
Tel. 971-673-1880
Fax 971-673-1884
Email: david.hart@doj.state.or.us

1 **XI. MONEY AWARD AND SUMMARY**

- 2 A. **Judgment Creditor:** State of Oregon, *ex rel.* John Kroger, Attorney General of
3 Oregon.
- 4 a. **Address of Judgment Creditor:** 1162 Court Street, NE, Salem, OR 97301-
5 4096.
- 6 b. **Judgment Creditor's Attorney:** David Hart, OSB 002750, Senior Assistant
7 Attorney General.
- 8 c. **Address of Judgment Creditor's Attorney:** Oregon Department of Justice,
9 1515 SW 5th Ave., Suite 410, Portland, OR 97201. Telephone: (971) 673-
10 1880. Fax: (971) 673-1884. Email: david.hart@doj.state.or.us
- 11 B. **Judgment Debtor:** GlaxoSmithKline LLC
- 12 a. **Address of Judgment Debtor:** 5 Moore Drive, RTP, NC 27709.
- 13 b. **Date of Birth:** N/A.
- 14 c. **Social Security Number:** N/A
- 15 d. **Driver's License No. / State of Issuance:** N/A
- 16 e. **Judgment Debtor's Attorney:** Matthew J. O'Connor
- 17 f. **Address of Judgment Debtor's Attorney:** Covington & Burling LLP, 1201
18 Pennsylvania Avenue NW, Washington, DC 20003. Telephone: (202) 662-
19 5469. Fax: (202) 778-5469. Email: moconnor@cov.com.
- 20 C. Other person(s) or public body entitled to a portion of payment: None.
- 21 D. Principal Amount of Judgment: \$ 1,883,835.95
- 22 E. Pre-judgment Interest:None.
- 23 F. **Post-judgment Interest:** At the rate of 9% (nine percent) per annum commencing
24 thirty days after Effective Date.
- 25 G. Other Costs, Disbursements, Periodic Payments, Arrearages: None.
- 26

1 **H. Attorneys' Fees and Associated Costs:** None. Parties to bear their own costs and
2 fees.

3 **CONCLUSION**

4 This Stipulated General Judgment is hereby accepted for entry of Judgment for all
5 purposes as set forth herein.

6 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

7 DATED this _____ day of JUN 23 2011, 2011.

8 *JERRY MAURER*

9 _____
Multnomah County Circuit Court Judge

10
11 Submitted by:

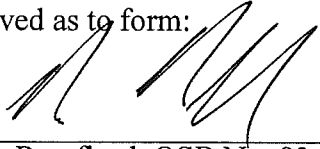
12 David Hart, OSB 002750
13 Senior Assistant Attorney General
14 Attorney for Plaintiff, State of Oregon
15 Oregon Dept. of Justice
16 1515 SW 5th Ave., Suite 410
Portland, OR 97201
Tel. 971-673-1880
Fax 971-673-1884
Email: david.hart@doj.state.or.us

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1 Approved as to form:

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3 By:



Date: 6/17/11

3

Per Ramfjord, OSB No. 934024
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204-1268
Telephone: (503) 224-3380
Facsimile: (503) 220-2480
Email: paramfjord@stoel.com

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Attorney for GlaxoSmithKline LLC and SB Pharmco Puerto Rico, Inc.

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1 **IT IS SO STIPULATED:**

2 **DEFENDANT'S SIGNATURE AND ACKNOWLEDGEMENT**

3 Defendants and their attorneys have read and understand this Stipulated General
4 Judgment and each of its terms. Defendant admits to the jurisdiction of the Court in this matter,
5 and consents to the entry of this Stipulated General Judgment. Defendants agree to each and
6 every term herein.

7

8 FOR GLAXOSMITHKLINE LLC

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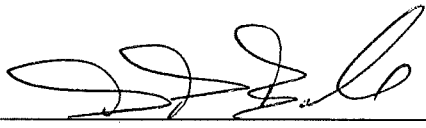
10 By: S. Mark Werner Date: 6.17.11

11 S. Mark Werner
12 Senior Vice President
13 GlaxoSmithKline LLC

1 FOR SB PHARMCO PUERTO RICO, INC.

2

3

By: 

Date: June 16th 2011

4

Desmond P. Burke

5

Trustee

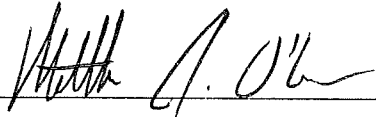
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SB Pharmco Puerto Rico, Inc.

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1 FOR GLAXOSMITHKLINE LLC AND SB PHARMCO PUERTO RICO, INC.

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By:  Date: 6/20/11

Geoffrey E. Hobart
Matthew J. O'Connor
Covington & Burling LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004-2401

1 FOR GLAXOSMITHKLINE LLC AND SB PHARMCO PUERTO RICO, INC.
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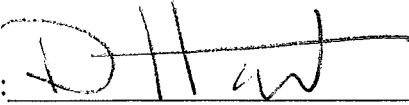
3
4 By: Barry H. Boise Date: 6/15/11
5

6 Nina M. Gussack
7 Barry H. Boise
8 Pepper Hamilton LLP
9 3000 Two Logan Square
10 Eighteenth and Arch Streets
11 Philadelphia, PA 19103

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APPROVED:

PLAINTIFF, STATE OF OREGON

By: 

Date: 6/22/11

David Hart, OSB 002750
Senior Assistant Attorney General
Financial Fraud/Consumer Protection Section
Oregon Department of Justice
1515 SW 5th Ave., Suite 410
Portland, OR 97201
Tel. (971) 673-1880
Fax (971) 673-1884
Email: david.hart@doj.state.or.us

1 APPROVED:

2 PLAINTIFF, STATE OF OREGON, by and through its Public Employees' Benefit Board

3

4 By: Joan Kapowich Date: 6/15/11


5 Joan Kapowich, Administrator
6 1225 Ferry St. SE
7 Salem, Oregon 97301
8 Tel. 503-378-3899
9 E-mail: joan.kapowich@state.or.us

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1 APPROVED:

2 PLAINTIFF, STATE OF OREGON, by and through its Department of Corrections

3

4 By:  Date: 6/15/11

5 Max Williams, Director
6 Oregon Department of Corrections
7 2575 Center Street, NE
8 Salem, Oregon 97301
9 Tel. 503-945-0927
10 E-mail: Max.Williams@doc.state.or.us

1 APPROVED:

2 PLAINTIFF, the State Accident Insurance Fund Corporation, an Oregon independent public
3 corporation

4

5 By: Brenda JP Rocklin Date: 6.16.2011

6 Brenda JP Rocklin,
7 President and CEO
8 SAIF Corporation
9 400 High Street SE
10 Salem, OR 97312
11 Tel: 503.373.8002
12 Email: breroc@saif.com

Exhibit A - Product Produced at Cidra, Puerto Rico facility 2001 - 2009

PRODUCT NAME
Abreva [®] (Docosanol) Cream 10 %
Albenza [®] (albendazole, USP)
Avandamet [®] (Roglitazone maleate/Metformin HCL)
Avandia [®] (Rosiglitazone Maleate)
Bactroban [®] (Mupirocin) Ointment
Bactroban Cream [®] (Mupirocin Calcium)
Tagamet [®] / Cimetidine USP / Tagamet [®] HB
Compazine [®]
Coreg [®] (carvedilol)
Denavir Cream [®] (Penciclovir) ¹
Dibenzylidene ^{® 2}
Dyazide [®]
Dyrenium ^{®2}
Ecotrin [®] Aqueous Film Coated
Factive [®] (gemifloxacin mesylate) ³
Kytril [®] (Granisetron HCl) ⁴
Paxil [®] (Paroxetine HCl) ⁵
Paxil [®] Oral Suspension (Paroxetine HCL)
Paxil CR [®] (Paroxetine HCL)
Relafen [®] (Nabumetone)
Stelazine [®]
Thorazine [®]

¹ Divested as part of GlaxoSmithkline merger but manufactured at Cidra, until transferred to new owner (Novartis).

² Divested product: manufactured at Cidra, until transferred to new owner (Wellspring).

³ Product manufactured under contract agreements with LG Life Sciences LTD (sold to Genesoft in 2002 before approved by the FDA in 2003).

⁴ Divested as part of GlaxoSmithkline merger but manufactured at Cidra, until transferred to new owner (Roche).

⁵ Generic version of product manufactured at Cidra but distributed by PAR Pharmaceutical.