

COMMONWEALTH OF KENTUCKY  
PIKE CIRCUIT COURT  
DIVISION II  
CIVIL ACTION NO. 07-CI-01303

TENDERED  
DEC 22 2015  
BY: *[Signature]* D.C.

COMMONWEALTH OF KENTUCKY, *ex rel.*  
JACK CONWAY, ATTORNEY GENERAL

PLAINTIFF

v.

PURDUE PHARMA L.P.,  
PURDUE PHARMA, INC.,  
THE PURDUE FREDERICK COMPANY, INC.,  
d/b/a THE PURDUE FREDERICK COMPANY,  
PURDUE PHARMACEUTICALS, L.P.,  
THE P.F. LABORATORIES, INC.,  
ABBOTT LABORATORIES, and  
ABBOTT LABORATORIES, INC.

ENTERED  
ANNA [unclear] BEARS  
DEC 22 2015  
PIKE CIRCUIT COURT  
BY: *[Signature]* D.C.

DEFENDANTS

**AGREED JUDGMENT AND STIPULATION  
OF DISMISSAL WITH PREJUDICE**

Plaintiff, Commonwealth of Kentucky, acting by and through Attorney General Jack Conway ("the Commonwealth"), and Defendants Purdue Pharma L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc. d/b/a The Purdue Frederick Company, Purdue Pharmaceuticals L.P., The P.F. Laboratories, Inc. (hereinafter collectively "Purdue"), have reached an agreement for the resolution of all claims the Commonwealth asserted, or could have asserted in this lawsuit against Purdue and Abbott Laboratories and Abbott Laboratories, Inc. (hereinafter collectively "Abbott"). Accordingly, the Commonwealth, Purdue and Abbott now jointly ask the Court to enter this Agreed Judgment:

Having been sufficiently advised,

**THE COURT HEREBY FINDS, ORDERS AND ADJUDGES as follows:**

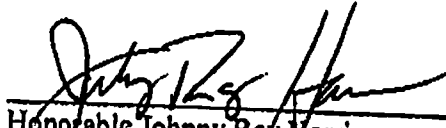
1. This action was commenced in 2007 by the Commonwealth filing a lawsuit styled *Commonwealth of Kentucky, ex rel. Jack Conway, Attorney General, and Pike County,*

*Kentucky v. Purdue Pharma L.P., et al.*, Civil Action No. 07-CI-1303 (Pike Circuit Court) (the "Action").

2. The Commonwealth and Purdue have resolved all claims arising from the Action as evidenced by this Agreed Judgment and by the document entitled the "SETTLEMENT AGREEMENT AND GENERAL RELEASE" (the "Agreement"), attached hereto.
3. The Agreement is incorporated herein by reference for all purposes as if fully set forth herein.
4. The Commonwealth and Purdue are hereby ordered and required to comply with all obligations in the Agreement. The terms of this Agreed Judgment shall be governed by the laws of the Commonwealth of Kentucky. This Court retains jurisdiction of this Judgment and the Parties hereto for the purpose of enforcing this Judgment.
5. By entry of this Agreed Judgment, this Action is dismissed in its entirety with prejudice as against all of the Defendants as set forth in the Agreement.
6. All parties shall bear their own costs and attorneys' fees.
7. Based on the agreement of the parties in paragraph 20 of the Agreement, the Requests for Admission to Purdue that were deemed admitted by Purdue under orders by the Pike Circuit Court dated April 1, 2013 and September 25, 2013, are hereby withdrawn pursuant to CR 36.02, and Purdue's April 12, 2013 responses are accepted in the record as the proper responses to the Commonwealth's October 4, 2007 Requests for Admission.
8. Upon receipt of the settlement payments, the Attorney General shall direct the payment in a manner consistent with the terms of this Agreed Judgment. Apart from payment of attorneys' fees and expenses and keeping the reasonable cost of litigation pursuant to KRS 48.005, any funds shall be placed in a restricted fund within the Commonwealth of

Kentucky for the General Assembly to appropriate for the use of public health initiatives, educational or public safety campaigns, reimbursement or financing of health care services and infrastructure related to addiction prevention and treatment.

SO ORDERED, ADJUDGED AND DECREED this 22 day of December, 2015:

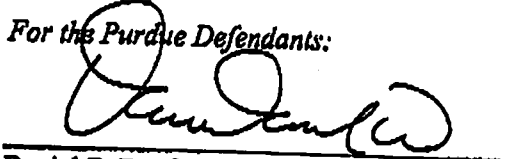
  
\_\_\_\_\_  
Honorable Johnny Ray Marris  
Sitting by Designation in the  
Pike County Circuit Court

HAVING SEEN AND AGREED, SO STIPULATED AND  
ACKNOWLEDGED THIS \_\_\_th DAY OF DECEMBER, 2015.


*For the Commonwealth of Kentucky:*

  
\_\_\_\_\_  
Mitchel Denham

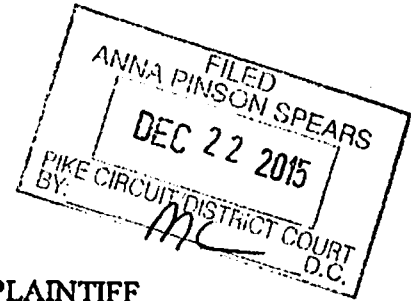
*For the Purdue Defendants:*

  
\_\_\_\_\_  
Daniel E. Danford

*For the Abbott Defendants:*

  
\_\_\_\_\_  
Susan J. Pope *by DEO (with permission)*

COMMONWEALTH OF KENTUCKY  
PIKE CIRCUIT COURT  
DIVISION II  
CIVIL ACTION NO. 07-CI-01303



COMMONWEALTH OF KENTUCKY, *ex rel.*  
JACK CONWAY, ATTORNEY GENERAL

PLAINTIFF

v.

PURDUE PHARMA L.P.,  
PURDUE PHARMA, INC.,  
THE PURDUE FREDERICK COMPANY, INC.,  
d/b/a THE PURDUE FREDERICK COMPANY,  
PURDUE PHARMACEUTICALS, L.P.,  
THE P.F. LABORATORIES, INC.,  
ABBOTT LABORATORIES, and  
ABBOTT LABORATORIES, INC.

DEFENDANTS

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") is made this 18th day of December, 2015, by and between the Plaintiff, Commonwealth of Kentucky, acting by and through Attorney General Jack Conway (hereinafter the "Commonwealth"), and Defendants Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc. d/b/a The Purdue Frederick Company, Purdue Pharmaceuticals L.P., The P.F. Laboratories, Inc. (hereinafter collectively "Purdue"), in the case styled *Commonwealth of Kentucky, ex rel. Jack Conway, Attorney General, and Pike County, Kentucky v. Purdue Pharma L.P., et al.*, Civil Action No. 07-CI-01303 (Pike Circuit Court), in order to settle all claims that were or could have been brought in the Action against Purdue, or Abbott Laboratories and Abbott Laboratories, Inc. (hereinafter collectively "Abbott") (Purdue and Abbott are hereinafter collectively "Defendants"), in this action, or any other action regarding the Covered Conduct, and consent to the entry of an Agreed Judgment with Stipulation of Dismissal with Prejudice ("Agreed Judgment"), for the purposes of settlement only, without the Agreed Judgment constituting

evidence against or any admission by any party, and without trial of any issue of fact or law.

**IN CONSIDERATION** of the mutual promises, covenants and agreements hereafter set forth and the exchange of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **I. DEFINITIONS**

1. The following definitions shall be used in construing this Agreement. Terms used in the singular shall include the plural and vice versa.
  - A. The "Action" means the proceeding pending in the Pike Circuit Court, Commonwealth of Kentucky entitled, *Commonwealth of Kentucky, ex rel. Jack Conway, Attorney General, and Pike County, Kentucky v. Purdue Pharma L.P., et al.*, Civil Action No. 07-CI-01303 (Pike Circuit Court).
  - B. "Affiliated Company" of Purdue or Abbott means any person, firm, trust, partnership, corporation, company or other entity or combination thereof, which directly or indirectly controls or is controlled by or is under common control with Purdue or Abbott, respectively. The terms "control" and "controlled" means ownership of fifty percent (50%) or more, including ownership by one or more trusts with substantially the same beneficial interests, of the voting or equity rights of such person, firm, trust, partnership, corporation, company or other entity or combination thereof or the power to direct the management of such person, firm, trust, partnership, corporation, company or other entity or combination thereof.
  - C. The term "Releasers" refers to the Commonwealth of Kentucky, Jack Conway, Attorney General, and his successors, the named Plaintiff in the Action, along with any and all people purporting to act on behalf of the Commonwealth of Kentucky in an official capacity as a representative of the Commonwealth, including the Commonwealth's officials, officers, employees, agents, attorneys, legal representatives, and any and all of its political subdivisions. Releasers shall further refer to any and all of the Commonwealth's counties, cabinets, administrative bodies, boards, bureaus, offices, agencies, divisions, departments, government bodies, and commissions; and any predecessors, successors, heirs, executors, trustees, administrators, and assigns of the foregoing.
  - D. The term "Releasees" means: (i) Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc. d/b/a The Purdue Frederick Company, Purdue Pharmaceuticals L.P., The P.F. Laboratories, Inc., and all Affiliated Companies of the foregoing; (ii) along with their successors, assigns, subsidiaries, and trustees and/or beneficiaries of trusts which have an interest in the above referenced

companies, and/or any of their current, past or future owners, directors, officers, employees, consultants, suppliers, distributors, attorneys, outside counsel, insurers, accountants, direct and indirect shareholders, partners, members, or agents as relates to the Covered Conduct; (iii) Abbott Laboratories and Abbott Laboratories, Inc. and all Affiliated Companies of the foregoing; (iv) along with their successors, assigns, subsidiaries, affiliates, and trustees and/or beneficiaries of trusts which have an interest in the above referenced companies, and/or any current, past or future owners, directors, officers, employees, consultants, suppliers, distributors, attorneys, outside counsel, insurers, accountants, direct and indirect shareholders, partners, members, or agents as relates to the Covered Conduct.

- E. **"Complaint"** means the First Amended Complaint or the Complaint in the Action.
- F. **"Covered Conduct"** shall mean all conduct whenever or wherever occurring, whether inside or outside of the Commonwealth of Kentucky, relating to any Purdue Opioid, and including but not limited to all conduct, including but not limited to conduct relating to and/or arising from the purchase, use, misuse, abuse, theft, prescription, marketing, manufacture, distribution, sale, promotion, co-promotion, research, design, development, clinical studies, pediatric studies, formulation, labeling, approval and/or ingestion of any Purdue Opioid, and also including but not limited to the allegations contained in this Action. Covered Conduct shall also include any action by Releasees relating to the treatment of pain, including but not limited to the appropriateness of using Purdue Opioids, and actions or inactions in connection with prescribers, key opinion leaders, researchers, third party organizations that related to promulgating materials or guidelines concerning any aspect of the treatment of pain or dissemination of non-branded content in any format up to the effective date of this Agreement.
- G. **"Released Claims"** means any and all claims, demands, actions, suits, debts, sums of money, causes of action, controversies, agreements, promises, damages whenever incurred, and liabilities of any nature whatsoever, including costs, expenses, fines, penalties, injunctive relief, reimbursement, restitution, equitable remedies, punitive and exemplary damages, interest, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, civil or criminal, that Releasees ever had, now have, or hereafter can, shall, or may have, directly, indirectly, representatively, derivatively, or in any capacity, including in its parens patriae capacity, arising out of Covered Conduct by any of the Releasees, whether alleged or not by the Commonwealth in this action or any other action of any kind whether or not relating to the subject matter of this action. The Released Claims include all claims arising out of or relating to the Covered Conduct and/or any claims that were or could have been alleged in the Action, whether or not the underlying facts were known to the Commonwealth.

- H. **“Purdue Opioid”** means: (i) OxyContin®, MS Contin®, Butrans®, Dilaudid®, Palladone®, Ryzolt®, Hysingla®, or Targiniq®; (ii) any generic or authorized generic versions of the foregoing medications, which generic versions are developed, marketed, promoted, designed, distributed, or sold by Purdue; or (iii) immediate release oxycodone hydrochloride, and immediate release combinations of oxycodone hydrochloride and acetaminophen developed, marketed, promoted, designed, distributed, or sold by Purdue.

## II. GENERAL AGREED TERMS

2. The terms of this Agreement shall be governed by the laws of the Commonwealth of Kentucky.
3. The parties shall attach this Agreement to an Agreed Judgment and Stipulation of Dismissal with Prejudice (“hereinafter “Agreed Judgment”) for entry by the Pike Circuit Court, and agree that the terms of this Agreement and entry of an Agreed Judgment is in the public interest and reflects a negotiated agreement between the Commonwealth and Purdue.
4. The Commonwealth and Purdue have agreed to resolve the issues raised by and related to the Action, or in any present or future action or proceeding of any kind whatsoever, civil, criminal, or otherwise, before any state, federal, county or other court, administrative agency, regulatory body, or any other body or authority present, by entering into this Agreement. This Agreement, the Agreed Judgment and the negotiations of each between the parties, and all of the terms herein, constitute compromises and offers to compromise covered by Kentucky Rule of Evidence 408 and any similar, comparable, or equivalent law, rule, or statute under federal law or the law of another state.
5. Purdue is entering into this Agreement solely for the purpose of settlement. Purdue expressly denies liability, and nothing contained herein may be taken as or construed to be an admission of liability by Purdue for any violation of any civil or criminal statute,



law, rule, or regulation, or of any cause of action raised in the Action. This Agreement and the Agreed Judgment may not be used as evidence of any violation, misconduct, liability, fault, or wrongdoing, or of the truth of any of the claims or allegations contained in any complaint, motion, pleading, or filing, whether in this Action or in any present or future action or proceeding of any kind whatsoever, civil, criminal, or otherwise, before any state, federal, county or other court, administrative agency, regulatory body, or any other body or authority present.

6. This Agreement and the Agreed Judgment may be pleaded as a full and complete defense to any action, suit, investigation, or any other proceeding that has been or may be filed, instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used by Defendants for such defense.
7. No part of this Agreement or Agreed Judgment shall create a cause of action or confer any right to any third-party for violation of any federal, state, or local statute to enforce the terms of this Agreement or Agreed Judgment, or for any other purpose whatsoever, except that either the Defendants or the Commonwealth may file an action to enforce the terms of this Agreement or Agreed Judgment. Subject to the provisions in paragraph 6, it is the intent of the Commonwealth and Purdue that this Agreement and the Agreed Judgment not be admissible in other cases or binding on the Defendants in any respect other than in connection with the enforcement of this Agreement or Agreed Judgment.

### III. RELEASE PROVISIONS

8. The Releasors and Purdue have agreed to resolve the issues that were raised or could have been raised in the Action or any other action regarding the Covered Conduct by

entering into this Agreement and the Agreed Judgment.

9. By execution of this Agreement, the Releasors release and forever discharge, to the fullest extent permitted by law, the Releasees from all Released Claims, and expressly waive all claims, causes of action or assertions which arise from the Covered Conduct prior to the date of this Agreement. The Releasors expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts. The Releasors covenant and agree that they shall not hereafter initiate any proceeding or seek to establish liability against any of the Releasees based, in whole or in part, on any of the Released Claims and/or based on or relating to Covered Conduct prior to the date of this Agreement.
10. The Office of the Attorney General of Kentucky represents and warrants as a material term of the settlement that it has the authority under Kentucky law to bind, and has in fact bound, the Commonwealth and each and every of the Releasors, including without limitation each of the counties and other political subdivisions of the Commonwealth and any other Releasor, to the terms of the settlement by virtue of his signature hereto. The Commonwealth hereby binds each of the counties and other political subdivisions of the Commonwealth, and any other Releasor, to the terms of this Agreement and the Agreed Judgment.
11. Nothing in this Agreement or Agreed Judgment is intended to alter the terms of a release in any previously executed settlement, release or agreed judgment.
12. Nothing in this Agreement or Agreed Judgment is intended to alter the terms of the May 8, 2007 Consent Judgment entered into by the Franklin Circuit Court, Division I, in Case

No. 07-CI-00740, styled *In the Matter of Purdue Pharma L.P., et al.*, and this Order shall not impact in any way Defendants' arguments that the Consent Judgment bars claims under *res judicata* or release. Purdue and the Commonwealth agree that the provisions set forth in paragraphs 2 through 24 of that Consent Judgment shall remain in effect pursuant to the terms of that Consent Judgment, but any of the foregoing paragraphs that contain sunset provisions shall remain in effect until the earlier of either December 31, 2023 or three months after Purdue ceases promotion of OxyContin through sales representatives.

#### IV. SETTLEMENT PAYMENT

13. Following entry of the Agreed Judgment in the form agreed to by Purdue and the Commonwealth, and pursuant to wire instructions provided by the Attorney General, Purdue shall pay the Commonwealth a total amount of twenty-four million dollars (\$24,000,000.00), payable in nine installments as follows.
  - A. The first installment of twelve million dollars (\$12,000,000.00) shall be paid within 30 days of the entry of the Agreed Judgment and shall consist of a payment of: (i) one million, five hundred thousand dollars (\$1,500,000.00) as reimbursement and restitution for payments made through state Medicaid and other state medical funding; (ii) nine million, five hundred thousand dollars (\$9,500,000.00) to pay for expenses incurred by the Commonwealth of Kentucky and any of its agencies; and (iii) the balance in the amount of one million dollars (\$1,000,000.00) as an additional payment to the Commonwealth of Kentucky;
  - B. The second through ninth installments shall each equal one million, five hundred thousand dollars (\$1,500,000.00) to pay for expenses incurred or to be incurred by

the Commonwealth of Kentucky and any of its agencies. The total payments of the second through ninth installments shall equal twelve million dollars (\$12,000,000.00). Each of these installments shall be paid within 30-days of the first through eighth anniversaries of the entry of the Agreed Judgment.

14. The Defendants shall not be otherwise or additionally liable for any of the Commonwealth's and/or any other Releasor's past, present or future expenses related to this Action, including but not limited to the Commonwealth's litigation expenses of this Action, including without limitation attorney's fees, court fees, expert witness and consultant fees and expenses, and expenses associated with discovery, motion practice, hearings, and/or appeals.
15. In the event that the Commonwealth and/or any of its counties or other political subdivisions, or any other Releasor, files or initiates any claim, litigation, or other proceeding against any of the Releasees on behalf of the Commonwealth or any of its counties or other political subdivisions in any forum seeking any form of relief relating to the Covered Conduct released herein based upon any legal, equitable, common law, statutory, constitutional, administrative, or other basis, including but not limited to claims that were or could have been raised against any of the Releasees in the Action with regard to Purdue Opioids, the parties agree that: (a) the Releasees may use or file this Agreement and/or the Agreed Judgment as a total bar to such claim, litigation, or other proceeding, and Releasors and the Office of the Attorney General will not contest such use or filing, or claim that the Agreement or Agreed Judgment is not legally valid or enforceable; (b) any Releasee named in the claim, litigation, or other proceeding may notify the Commonwealth of the claim, litigation, or other proceeding and shall provide

the Commonwealth with any written pleadings in the claim, litigation, or other proceeding; (c) upon receipt of notification of such claim, litigation, or other proceeding defined by the Covered Conduct released herein, and at the request of the Releasee, the Commonwealth will cooperate with the Releasee to notify the appropriate Court or agency of this Agreement and the Agreed Judgment and will agree to join in Releasees' motion to dismiss such claims.

16. The Commonwealth represents and warrants as a material term of the settlement that the foregoing payment provisions comport with Kentucky law, including but not limited to KRS 48.005.
17. In the event that the payments set forth in Paragraph 13 are found to be invalid by a Court of competent jurisdiction on account of any legal, regulatory or statutory provision, and subject to all other provisions of this Agreement, Purdue shall fully discharge any future payment obligations by making the foregoing payments on the same time schedule and in the same installment amounts to the Commonwealth of Kentucky to be deposited in the general fund surplus account as per KRS 48.005(4). To the extent Purdue has already made any payments pursuant to this Agreed Judgment, Purdue will not be obligated to make such payments again.

#### V. ADDITIONAL PROVISIONS

18. Within 5 business days of the Entry of the Agreed Judgment, Purdue agrees to move to dismiss its Writ appeal pending in the Kentucky Supreme Court in case number 2014-SC-168, and its motion for discretionary review pending in the Kentucky Supreme Court in case number 2015-SC-342 to the extent either appeal has not previously been resolved by the appellate court in which the appeal is pending. The parties agree that this

Agreement or Agreed Judgment is not contingent upon whether or not either appellate court renders its ruling during this period, and further agree that the nature or content of any potential ruling by either appellate court has no effect on the settlement terms agreed to in this Agreement or Agreed Judgment.

19. As set forth above, nothing in this Agreement or Agreed Judgment shall be deemed or construed as an admission or concession of liability or as evidence of any violation of any civil or criminal statute or law, of causation of any injury, or of any fault, misconduct, liability or wrongdoing by any of the Releasees, or of the truth of any of the claims or allegations alleged in this Action, or as a waiver of any defenses thereto. The Releasors will not make any public statement stating or implying otherwise.
20. The Commonwealth served Requests for Admissions on the Defendants (the "Requests") on October 4, 2007. The Requests directed to Purdue were deemed admitted by Purdue (the "Deemed Admissions") under orders by the Pike Circuit Court dated April 1, 2013 and September 25, 2013. The Releasors acknowledge that the Deemed Admissions do not reflect Purdue's actual responses to the Requests, and further acknowledge that Purdue's actual responses are those responses Purdue submitted on April 12, 2013. The Releasors further acknowledge that the Deemed Admissions have no effect, that they cannot be used by the Releasors for any purpose, and they cannot be used by any other person or entity against any of the Releasees for any purpose. The Releasors also agree that withdrawal of the Deemed Admissions will not prejudice them in connection with this Agreement of Agreed Judgment. Thus, the parties agree that the Deemed Admissions should be withdrawn as part of the Agreed Judgment pursuant to CR 36.02.
21. The Agreed Qualified Protective Order entered by the Court in this Action on December

- 4, 2013, shall continue to remain in full force and effect.
22. The parties and their lawyers agree that within 60 days of the date of this Agreement they will either return to the producing party or will completely destroy any and all paper and/or electronic documents received from the producing party, or received by virtue of any subpoena, and any copies made of same. The respective parties agree on that date to present to counsel for the producing parties a written certification of compliance with this term and description of the actions taken to comply.
23. The Releasors agree that they have not and will not, directly or indirectly, share or direct anyone else to share, the foregoing documents and/or any paper and/or electronic notes, memoranda or other writings that contain information about or from such documents, with any other person or entity, including any person or entity that is investigating or in litigation against Purdue or Abbott, or is contemplating or may be reasonably expected to contemplate an investigation or litigation against Purdue or Abbott.
24. The Releasors agree that none of them, with the exception of any attorney Releasor, will, directly or indirectly, confer with, assist, or share information gathered from a Releasee during the course of investigating or litigating this Action with any other person or entity, including any person or entity that is investigating or in litigation against Purdue or Abbott, or is contemplating or may be reasonably expected to contemplate an investigation or litigation against Purdue or Abbott. Notwithstanding this language, nothing contained in this Agreement is intended to violate Supreme Court Rule 3.130(5.6), which prohibits an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy, or otherwise restrict the practice of law of any lawyer representing the Commonwealth in this Action in connection with

their representation of any other client concerning claims against the Releasees related to the Covered Conduct.

25. This Agreement represents the full and complete terms of the settlement entered into by the Commonwealth and Purdue, and shall not be amended except by further written agreement in advance of both the Commonwealth and Purdue. In any action undertaken by either the Releasors or the Releasees, no prior versions of this Agreement, and no prior versions of any of its terms, that were not entered by the Court in the Agreed Judgment, may be introduced for any purpose whatsoever.
26. The Commonwealth and Purdue agree this Agreement is a binding agreement as to the terms set forth herein, and that its terms cannot be modified without the written agreement of the Commonwealth and Purdue. Further, this Agreement shall survive and remain a binding agreement between Releasors and Releasees without regard to the action taken by any court or other tribunal with respect to the tendered Agreed Judgment. Further, if the Pike Circuit Court does not enter the tendered Agreed Judgment in its entirety and without modification, the parties further agree as follows:
  - (a) At Purdue's request, the parties will cooperate and use their best efforts, through appeal, writ, or other legal or equitable means, or remedies provided by the Kentucky Rules of Civil Procedure, to have the modified judgment entered by the Pike Circuit Court amended to conform to the terms of the tendered Agreed Judgment. Failing such amendment, at Purdue's request the parties will seek to have the modified Agreed Judgment vacated in whole.
  - (b) In the event the Pike Circuit Court does not enter an Agreed Judgment, the



parties will cooperate and use their best efforts, through appeal, writ, or other legal or equitable means, or remedies provided by the Kentucky Rules of Civil Procedure, to have the tendered Agreed Judgment entered by the Pike Circuit Court without modification, and

- (c) Without regard to the result of any action under subsection (a) or (b), the parties will enforce any such modified Agreed Judgment only to the extent it is consistent with the terms of this Agreement.

27. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original counterpart hereof, and all of which shall together constitute one and the same Agreement. One or more counterparts of this Agreed Judgment may be delivered by facsimile or .PDF signatures, and shall be valid signatures as of the date thereof and shall constitute an original counterpart hereof.
28. The Attorney General of Kentucky, through the undersigned, represents and warrants as a material term of this Agreement and Agreed Judgment that he is a duly authorized and appointed representative of the Commonwealth of Kentucky, and has the full right, power, and authority to execute this Agreement and Agreed Judgment and bind all of the Releasors.
29. The parties represent that they have had the assistance of legal counsel in negotiating, reviewing, and executing this Agreement and Agreed Judgment and that they appreciate and understand the legal significance of each and the legal significance of the dismissal of this Action with prejudice, all of which has been explained to them by their attorneys. The parties represent that they are not under duress or pressure from any source, and they have executed this Agreement and the Agreed Judgment knowledgeably and freely by

and with the advice of their attorneys. In the event of ambiguity or otherwise, this Agreement or the Agreed Judgment shall not be construed against or in favor of any of the parties on the grounds that its attorneys drafted any particular part of it.

30. With the exception of the Settlement Payment terms set forth in Section IV, the terms with regard to paragraphs 2 through 24 of the Consent Judgment in paragraph 12, and the terms in paragraph 26 herein, the provisions of this Agreement are severable and should any provision be found to be unenforceable by a final decision of a court of law without the possibility of further review, the balance shall nonetheless remain in full force and effect for the purposes of providing each of the parties with the rights and benefits created herein.
31. This Agreement shall become effective upon execution of this Agreement by each and every one of the signatories for both parties.
32. Each Party agrees to perform any further acts and to execute and deliver any further documents reasonably necessary to carry out this Agreement or Agreed Judgment.

#### V. DISMISSAL WITH PREJUDICE

33. The parties agree upon full execution of this Agreement to sign and tender the Agreed Judgment which, among other terms, will dismiss this Action in its entirety with prejudice against all of the Releasees, with each party bearing full and exclusive responsibility for the costs and attorneys' fees associated with its representation.

**WITNESS** the execution of this Settlement Agreement and General Release by the signatures of the parties set forth below.

PURDUE PHARMA L.P.; PURDUE PHARMA INC.; PURDUE PHARMACEUTICALS  
L.P.; THE P.F. LABORATORIES, INC.

By:



Philip C. Strassburger  
Vice President, General Counsel

12/18/15

Date

THE PURDUE FREDERICK COMPANY, INC, d/b/a THE PURDUE FREDERICK  
COMPANY

By:

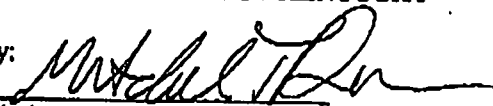
Robin E. Abrams

Robin E. Abrams,  
Vice President

12/18/15  
Date

COMMONWEALTH OF KENTUCKY, *ex rel* JACK CONWAY, ATTORNEY GENERAL

JACK CONWAY  
ATTORNEY GENERAL  
COMMONWEALTH OF KENTUCKY

By:   
\_\_\_\_\_  
Mitchel T. Denham  
Assistant Deputy Attorney General  
Commonwealth of Kentucky

Date 12/18/15