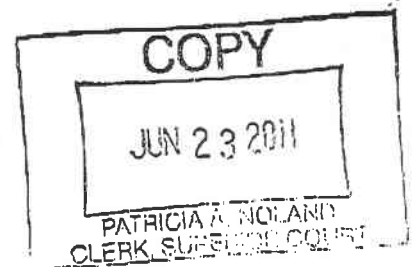


1 Thomas C. Horne  
2 Attorney General  
3 Firm Bar No. 14000

4 NOREEN R. MATTS  
5 Assistant Attorney General  
6 State Bar No. #10363  
7 noreen.matts@azag.gov

8 Consumer Protection & Advocacy Section  
9 400 W. Congress, South Bldg., Suite 315  
10 Tucson, Arizona 85701-1367  
11 Telephone: (520) 628-6504  
12 Pima County Computer No. 36732  
13 Attorneys for Plaintiff



14 ARIZONA SUPERIOR COURT  
15 COUNTY OF PIMA

16 State of Arizona, ex rel. Thomas C.  
17 Horne, Attorney General,

No. \_\_\_\_\_

C20114602

18 Plaintiff

19 vs.

JOINT MOTION TO ENTER CONSENT  
JUDGMENT

20 GLAXOSMITHKLINE LLC (hereinafter  
21 "GlaxoSmithKline") and SB PHARMCO  
22 PUERTO RICO, INC. (hereinafter "SB  
23 Pharmco")

Scott Rash

24 Defendant.

25 The parties, by and through undersigned counsel, respectfully move this Court  
26 to enter an Order Re: Consent Judgment, a copy of which Order is filed  
27 contemporaneously with this Motion.

28 1. Plaintiff, the State of Arizona ex rel. Thomas C. Horne, the Attorney  
General, has filed a Complaint for a permanent injunction and other relief in this matter  
pursuant to the Consumer Fraud Act, A.R.S. § 44-1521 et seq., alleging that  
Defendants GLAXOSMITHKLINE LLC (hereinafter "GlaxoSmithKline") and SB

1 PHARMCO PUERTO RICO, INC. (hereinafter "SB Pharmco") committed violations of  
2 the aforementioned Act. Plaintiff, by its counsel, and GlaxoSmithKline and SB  
3 Pharmco, by their counsel, have agreed to the entry of this Final Consent Judgment  
4 ("Consent Judgment") by the Court without trial or adjudication of any issue of fact or  
5 law, and without admission of wrongdoing or liability of any kind.

6 2. The terms of the Consent Judgment ("Judgment") shall be governed by  
7 the laws of the State of Arizona.

### 8 9 I. DEFINITIONS

10 The following definitions shall be used in construing this Consent Judgment:

11 1. "GlaxoSmithKline LLC" or "GlaxoSmithKline" shall mean  
12 GlaxoSmithKline LLC, all of its past and present officers, directors, shareholders,  
13 employees, subsidiaries, divisions, predecessors, and successors.

14 2. "SB Pharmco Puerto Rico, Inc." or "SB Pharmco" shall mean SB  
15 Pharmco Puerto Rico, Inc., all of its past and present officers, directors, shareholders,  
16 employees, subsidiaries, divisions, and predecessors.

17 3. "Covered Conduct" shall mean Defendants' production, manufacturing,  
18 processing, packing, holding, distribution, and sale of Covered Products manufactured  
19 at SB Pharmco's production facility at Cidra, Puerto Rico.

20 4. "Covered Products" shall mean those products, set forth in Exhibit A.

21 5. "Effective Date" shall mean the date on which a copy of this Consent  
22 Judgment, duly executed by Defendants and by the signatory Attorney General, is  
23 approved by, and becomes a Judgment, of the Court.

24 6. "Multistate Working Group" shall mean the Attorneys General and their  
25 staff representing Alabama, Alaska, Arizona, Arkansas, California, Colorado,  
26 Connecticut, Delaware, the District of Columbia, Florida, Hawaii<sup>1</sup>, Idaho, Illinois, Iowa,

27  
28 <sup>1</sup> Hawaii is being represented on this matter by its Office of Consumer Protection, an agency which is  
not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer

1 Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Missouri, Montana,  
2 Nebraska, Nevada, New Jersey, North Carolina, North Dakota, Ohio, Oregon,  
3 Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington,  
4 West Virginia and Wisconsin.

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

8 8. "Defendants" shall mean GlaxoSmithKline LLC and SB Pharmco Puerto  
9 Rico, Inc.

10 9. "Parties" shall mean the Arizona Attorney General and Defendants.  
11 "Attorneys General" shall mean the Attorneys General of the Multistate Working  
12 Group.

## 13 II. PREAMBLE

14 1. The Attorneys General conducted an investigation regarding the  
15 Covered Conduct. The Parties have agreed to resolve the concerns related to the  
16 Covered Conduct under the State Consumer Protection Laws<sup>2</sup>, as cited in footnote 2,  
17 by entering into this Consent Judgment.

18  
19 protection functions, including legal representation of the State of Hawaii. For simplicity, the entire  
20 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.

21 <sup>2</sup> ALABAMA- Deceptive Trade Practices Act, AL ST 8-19-1, 13A-9-42, 8-19-8; ALASKA - *Alaska Unfair*  
22 *Trade Practices and Consumer Protection Act*, AS 45.50.471 et seq.; ARIZONA - *Arizona Consumer*  
23 *Fraud Act*, A.R.S. § 44-1521 et seq.; ARKANSAS - Deceptive Trade Practices Act, Ark. Code Ann. § 4-  
24 88-101, et seq.; CALIFORNIA - Bus. & Prof Code §§ 17200 et seq. and 17500 et seq.; COLORADO-  
25 *Colorado Consumer Protection Act*, Colo. Rev. Stat. § 6-1-101 et seq.; CONNECTICUT - *Connecticut*  
26 *Unfair Trade Practices Act*, Conn. Gen. Stat. §§ 42-110a et seq.; DELAWARE - *Delaware Consumer*  
27 *Fraud Act*, Del. CODE ANN. tit. 6, §§ 2511 to 2527; DISTRICT OF COLUMBIA, *District of Columbia*  
28 *Consumer Protection Procedures Act*, D.C. Code §§ 28-3901 et seq.; FLORIDA - *Florida Deceptive and*  
*Unfair Trade 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.; 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 4; MICHIGAN - *Michigan*

2. This Consent Judgment reflects a negotiated agreement entered into by the Parties as their own free and voluntary act, and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Consent Judgment. Defendants are entering into this Consent Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendants expressly deny. Through this Consent Judgment, Defendants do not admit any violation of law, and do not admit any wrongdoing that was or could have been alleged by any of the signatory Attorneys General before the date of the Consent Judgment. No part of this Consent Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Defendants. This Consent Judgment does not constitute an admission by Defendants that the Covered Conduct violated or could violate the State Consumer Protection Laws. It is the intent of the Parties that this Consent Judgment shall not be admissible or binding in any other matter, including, but not limited to, any investigation or litigation, other than in connection with the enforcement of this Consent Judgment. No part of this Consent Judgment shall create a private cause of action or convert any

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Consumer Protection Act, MCL § 445.901 *et seq.*; MISSOURI - *Missouri Merchandising Practices Act*, Mo. Rev. Stat. §§ 407 *et seq.*; MONTANA - *Montana Unfair Trade Practices and Consumer Protection Act*, Mont. Code Ann. § 30-14-101 *et seq.*; NEBRASKA - *Uniform Deceptive Trade Practices Act*, NRS §§ 87-301 *et seq.*; NEVADA - *Deceptive Trade Practices Act*, Nevada Revised Statutes 598.0903 *et seq.*; NEW JERSEY - *New Jersey Consumer Fraud Act*, NJSA 56:8-1 *et seq.*; NORTH CAROLINA - *North Carolina Unfair and Deceptive Trade Practices Act*, N.C.G.S. 75-1.1, *et seq.*; NORTH DAKOTA - *Unlawful Sales or Advertising Practices*, N.D. Cent. Code § 51-15-02 *et seq.*; OHIO - *Ohio Consumer Sales Practices Act*, R.C. 1345.01, *et seq.*; 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 § 5-13.1-1, *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 right to any third party for violation of any federal or state statute or law, except that an  
2 Attorney General may file an action to enforce the terms of this Consent Judgment.  
3 Nothing contained herein prevents or prohibits the use of this Consent Judgment for  
4 purposes of enforcement by the Arizona Attorney General.

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

15 4. This Consent Judgment does not constitute an approval by the Attorneys  
16 General of Defendants' business practices, and Defendants shall make no  
17 representation or claim to the contrary.

18 5. This Consent Judgment sets forth the entire agreement between the  
19 Parties hereto and supersedes all prior agreements or understandings, whether written  
20 or oral, between the Parties and/or their respective counsel, with respect to the  
21 Covered Conduct.

22 6. This Court retains jurisdiction of this Consent Judgment and the Parties  
23 hereto for the purpose of enforcing and modifying this Consent Judgment and for the  
24 purpose of granting such additional relief as may be necessary and appropriate.

25 7. This Consent Judgment may be executed in counterparts, each of which  
26 shall be deemed to constitute an original counterpart hereof, and all of which shall  
27 together constitute one and the same Consent Judgment. One or more counterparts  
28

1 of this Consent Judgment may be delivered by facsimile or electronic transmission  
2 with the intent that it, or they, shall constitute an original counterpart hereof.

3 8. This Consent Judgment relates solely to the Covered Conduct.

4 **III. COMPLIANCE PROVISIONS**

5 1. Defendants shall not, as a result of the manner in which the Covered  
6 Products are manufactured, make any written or oral claim for the Covered Products  
7 that is false, misleading, or deceptive.

8 2. Defendants shall not, as a result of the manner in which the Covered  
9 Products are manufactured, represent that the Covered Products have sponsorship,  
10 approval, characteristics, ingredients, uses, benefits, quantities, or qualities that they  
11 do not have.

12 3. Defendants shall not, as a result of the manner in which the Covered  
13 Products are manufactured, cause likelihood of confusion or of misunderstanding as to  
14 the Covered Products' source, sponsorship, approval, or certification.

15 **IV. DISBURSEMENT OF PAYMENTS: PAYMENT TO THE STATES**

16 Within 30 days of the Effective Date of this Consent Judgment, Defendants  
17 shall pay \$40.75 million to be divided and paid by Defendants directly to each Attorney  
18 General of the Multistate Working Group in an amount designated by and in the sole  
19 discretion of the Multistate Executive Committee.<sup>3</sup> The Arizona Attorney General shall  
20 deposit said payment into the Consumer Fraud Revolving Fund pursuant to A.R.S. §  
21 44-1531.01. The Parties acknowledge that the payment described herein is not a fine  
22 or penalty, or payment in lieu thereof.

23 **V. REPRESENTATIONS AND WARRANTIES**

24 1. GlaxoSmithKline acknowledges that it is a proper party to this Consent  
25 Judgment. GlaxoSmithKline further warrants and represents that the individual signing  
26

27 <sup>3</sup> The State of Arizona's share is \$1,363,884.  
28

1 this Consent Judgment on behalf of GlaxoSmithKline is doing so in his or her official  
2 capacity and is fully authorized by GlaxoSmithKline to enter into this Consent  
3 Judgment and to legally bind GlaxoSmithKline to all of the terms and conditions of the  
4 Consent Judgment. SB Pharmco acknowledges that it is a proper party to this  
5 Consent Judgment. SB Pharmco further warrants and represents that the individual  
6 signing this Consent Judgment on behalf of SB Pharmco is doing so in his or her  
7 official capacity and is fully authorized by SB Pharmco to enter into this Consent  
8 Judgment and to legally bind SB Pharmco to all of the terms and conditions of the  
9 Consent Judgment.

10 2. The Attorney General warrants and represents that he is signing this  
11 Consent Judgment in his official capacity, and that he is fully authorized by his State to  
12 enter into this Judgment, including, but not limited to, the authority to grant the release  
13 contained in Section VI of this Consent Judgment, and to legally bind his State to all of  
14 the terms and conditions of this Consent Judgment.

## 15 VI. RELEASE

16 1. By execution of this Consent Judgment, the State of Arizona releases  
17 and forever discharges Defendants and all of their past and present officers, directors,  
18 shareholders, employees, subsidiaries, divisions, parents, predecessors, successors,  
19 assigns, and transferees (collectively, the "Released Parties"), from the following: all  
20 civil claims, causes of action, *parens patriae* claims, damages, restitution, fines, costs,  
21 attorneys' fees, remedies and/or penalties that were or could have been asserted  
22 against the Released Parties by the Attorney General under the Arizona Consumer  
23 Fraud Act, A.R.S. § 44-1521 *et seq.* or any amendments thereto, or by common law  
24 claims concerning unfair, deceptive, or fraudulent trade practices resulting from the  
25 Covered Conduct up to and including the Effective Date of this Consent Judgment  
26 (collectively, the "Released Claims").

27

28

1           2. Notwithstanding any term of this Consent Judgment, specifically  
2 reserved and excluded from the Released Claims as to any entity or person, including  
3 Released Parties, are any and all of the following:

4           a. Any claims related to the marketing or promotion of rosiglitazone  
5 that do not relate to the manner in which the product was manufactured  
6 at the Cidra, Puerto Rico facility.

7           b. Any criminal liability that any person or entity, including Released  
8 Parties, has or may have to the State of Arizona;

9           c. Any civil or administrative liability that any person or entity,  
10 including Released Parties, has or may have to the State of Arizona,  
11 under any statute, regulation, or rule not expressly covered by the  
12 release in Section VI.1. including, but not limited to, any and all of the  
13 following claims:

14           i. State or federal antitrust violations;

15           ii. Medicaid violations, including, but not limited to, federal  
16 Medicaid drug rebate statute violations, Medicaid fraud or  
17 abuse, and/or kickback violations related to Arizona's  
18 Medicaid program;

19           iii. Claims involving "best price," "average wholesale price," or  
20 "wholesale acquisition cost;"

21           iv. State false claims violations; and

22           v. Claims to enforce the terms and conditions of this Consent  
23 Judgment.

24           d. Actions of state program payors of the State of Arizona arising  
25 from the Covered Conduct, except for the release of civil penalties under  
26 the state consumer protection laws cited in footnote 2.

1 e. Any claims individual consumers have or may have under the  
2 State of Arizona's consumer protection laws against any person or entity,  
3 including Released Parties.  
4

## 5 VII. CONFLICTS

6 If, subsequent to the Effective Date of this Consent Judgment, the federal  
7 government or any state, or any federal or state agency, enacts or promulgates  
8 legislation or regulations with respect to matters governed by this Consent Judgment  
9 that creates a conflict with any provision of the Consent Judgment and Defendants  
10 intend to comply with the newly enacted legislation or regulation, Defendants shall  
11 notify the Attorneys General (or the Attorney General of the affected State) of the  
12 same. If the Attorney General agrees, he shall consent to a modification of such  
13 provision of the Consent Judgment to the extent necessary to eliminate such conflict.  
14 If the Attorney General disagrees and the Parties are not able to resolve the  
15 disagreement, Defendants shall seek a modification from an appropriate court of any  
16 provision of this Consent Judgment that presents a conflict with any such federal or  
17 state law or regulation. Changes in federal or state laws or regulations, with respect to  
18 the matters governed by this Consent Judgment, shall not be deemed to create a  
19 conflict with a provision of this Consent Judgment unless Defendants cannot  
20 reasonably comply with both such law or regulation and the applicable provision of this  
21 Consent Judgment.

## 22 VIII. DISPUTE RESOLUTION

23 1. For the purposes of resolving disputes with respect to compliance with  
24 this Consent Judgment, should any of the signatory Attorneys General believe that  
25 one or both Defendants have violated a provision of this Consent Judgment  
26 subsequent to the Effective Date, then such Attorney General shall notify that  
27 Defendant or those Defendants in writing, of the specific objection, identify with  
28

1 particularity the provisions of this Consent Judgment that the practice appears to  
2 violate, and give Defendants 30 days to respond to the notification.

3 2. Upon receipt of written notice from any of the Attorneys General, each  
4 Defendant receiving such notice shall provide a good-faith written response to the  
5 Attorney General notification, containing either a statement explaining why that  
6 Defendant believes it is in compliance with the Consent Judgment or a detailed  
7 explanation of how the alleged violation occurred and statement explaining how and  
8 when that Defendant intends to remedy the alleged violation. Except as set forth in  
9 Sections VIII.E and F below, the Attorney General may not take any action during the  
10 30 day response period. Nothing shall prevent the Attorney General from agreeing in  
11 writing to provide Defendant with additional time beyond the 30 days to respond to the  
12 notice.

13 3. The Attorney General may not take any action during which a  
14 modification request is pending before a court pursuant to Section VII., except as  
15 provided for in Sections VIII.4 and 5 below.

16 4. Nothing in this Consent Judgment shall be interpreted to limit the State's  
17 Civil Investigative Demand ("CID") or investigative subpoena authority.

18 5. The Attorney General may assert any claim that one or both Defendants  
19 has violated this Consent Judgment in a separate civil action to enforce compliance  
20 with this Consent Judgment, or may seek any other relief afforded by law, but only  
21 after providing Defendant or Defendants an opportunity to respond to the notification  
22 as described above; provided, however, that the Attorney General may take any action  
23 if the Attorney General believes that, because of the specific practice, a threat to the  
24 health or safety of the public requires immediate action.

25 **IX. COMPLIANCE WITH ALL LAWS**

26 Except as expressly provided in this Consent Judgment, nothing in this Consent  
27 Judgment shall be construed as:

28

1 1. Relieving Defendants of their obligation to comply with all applicable  
2 state laws, regulations, or rules, or granting permission to engage in any acts or  
3 practices prohibited by any law, regulation, or rule; or

4 2. Limiting or expanding in any way any right any state represented by the  
5 Multistate Working Group may otherwise have to enforce applicable state law or  
6 obtain information, documents, or testimony from Defendants pursuant to any  
7 applicable state law, regulation, or rule, or any right Defendants may otherwise have  
8 to oppose any subpoena, civil investigative demand, motion, or other procedure  
9 issued, served, filed, or otherwise employed by the State pursuant to any such state  
10 law, regulation, or rule.

11 X. GENERAL PROVISIONS

12 1. Nothing in this Consent Judgment is intended to modify the Settlement  
13 Agreement, effective December 15, 2010, between the State of Arizona and  
14 GlaxoSmithKline, LLC formerly known as SmithKline Beecham corporation, d/b/a  
15 GlaxoSmithKline, and SB Pharmco, Puerto Rico, Inc (collectively "GSK").

16 2. Nothing will prevent the Attorney General from agreeing in writing to  
17 provide Defendants with additional time to perform any act required by the Consent  
18 Judgment. The Attorney General shall not unreasonably withhold his consent to the  
19 request for additional time.

20 3. All notices under this Consent Judgment shall be sent by overnight  
21 United States mail. The documents shall be sent to the following addresses:

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

23 Matthew J. O'Connor  
24 Covington & Burling LLP  
25 1201 Pennsylvania Avenue, NW  
26 Washington, DC 20004-2401

27 Barry H. Boise  
28 Pepper Hamilton LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103

1 and to:

2 Noreen R. Matts  
3 Assistant Attorney General and,  
4 Senior Litigation Counsel  
5 Office of the Arizona Attorney General  
6 400 W Congress, South Building, third Floor  
7 Tucson, AZ 85701

8 THE STATE OF ARIZONA

9 By: Noreen R. Matts  
10 Noreen R. Matts  
11 Assistant Attorney General  
12 Office of the Arizona Attorney General  
13 400 W Congress, South Building, third Floor  
14 Tucson, AZ 85701

15 Date: June 22, 2011

1 FOR GLAXOSMITHKLINE LLC

2

3

4

By: S. Mark Werner

Date: 6-17-11

5

S. Mark Werner  
Senior Vice President  
GlaxoSmithKline LLC

6

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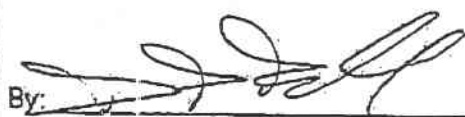
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1 FOR SB PHARMCO PUERTO RICO, INC.

2

3

4

By: 

Date: June 22 2011

5 Desmond P. Burke  
6 Trustee  
7 SB Pharmco Puerto Rico, Inc.

8

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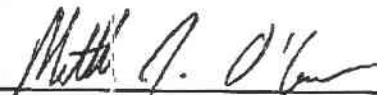
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28

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

3  
4  
5 By: 

Date: 6/20/11

6 Geoffrey E. Hobart  
7 Matthew J. O'Connor  
8 Covington & Burling LLP  
9 1201 Pennsylvania Avenue, NW  
10 Washington, DC 20004-2401  
11  
12  
13  
14  
15  
16  
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28

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

3

4

5

By: Barry H. Boise

Date: 6/15/11

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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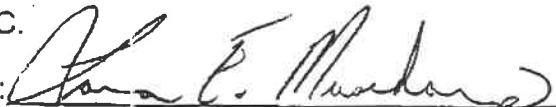
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1 Approved as to form:

2 FOR DEFENDANTS GLAXOSMITHKLINE LLC AND SB PHARMCO PUERTO RICO,

3 INC.

4 By:



Date: 6-17-11

5 Laura E. Muschamp (State Bar No. 17531)

6 Covington & Burling LLP

7 9191 Towne Centre Drive

8 6th Floor

9 San Diego, CA 92122-1225

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SD: 7523-I 06/17/11

## EXHIBIT A

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

| PRODUCT NAME                                     |
|--------------------------------------------------|
| Abreva® (Docosanol) Cream 10 %                   |
| Albenza® (albendazole, USP)                      |
| Avandamet® (Rosiglitazone maleate/Metformin HCL) |
| Avandia® (Rosiglitazone Maleate)                 |
| Bactroban® (Mupirocin) Ointment                  |
| Bactroban Cream® (Mupirocin Calcium)             |
| Tagamet® / Cimetidine USP / Tagamet® HB          |
| Compazine®                                       |
| Coreg® (carvedilol)                              |
| Denavir Cream® (Penciclovir) <sup>1</sup>        |
| Dibenzylidene® <sup>2</sup>                      |
| Dyazide®                                         |
| Dyrenium® <sup>3</sup>                           |
| Eicotrin® Aqueous Film Coated                    |
| Factive® (gemifloxacin mesylate) <sup>3</sup>    |
| Kytril® (Granisetron HCl) <sup>4</sup>           |
| Faxil® (Paroxetine HCl) <sup>5</sup>             |
| Faxil® Oral Suspension (Paroxetine HCL)          |
| Faxil CR® (Paroxetine HCL)                       |
| Felafen® (Nabumetone)                            |
| Sitelazine®                                      |
| Thorazine®                                       |

<sup>1</sup> Divested as part of GlaxoSmithKline merger but manufactured at Cidra, until transferred to new owner (Novartis).

<sup>2</sup> Divested product; manufactured at Cidra, until transferred to new owner (Wellspring).

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

<sup>4</sup> Divested as part of GlaxoSmithKline merger but manufactured at Cidra, until transferred to new owner (Roche).

<sup>5</sup> Generic version of product manufactured at Cidra but distributed by PAR Pharmaceutical.

1 Thomas C. Horne  
2 Attorney General  
Firm Bar No. 14000  
3  
4 NOREEN R. MATTS  
5 Assistant Attorney General  
6 State Bar No. #10363  
7 noreen.matts@azag.gov  
8 Consumer Protection & Advocacy Section  
9 400 W. Congress, South Bldg., Suite 315  
Tucson, Arizona 85701-1367  
Telephone: (520) 628-6504  
Pima County Computer No. 36732  
Attorneys for Plaintiff

## ARIZONA SUPERIOR COURT

## COUNTY OF PIMA

12 State of Arizona, ex rel. Thomas C.  
13 Horne, Attorney General,

Plaintiff

vs.

16 GLAXOSMITHKLINE LLC (hereinafter  
17 "GlaxoSmithKline") and SB PHARMCO  
18 PUERTO RICO, INC. (hereinafter "SB  
Pharmco")

Defendant.

C20114602

No. \_\_\_\_\_

ORDER RE: CONSENT JUDGMENT

Scott Rash

20 Based on the above-listed parties' Joint Motion to Enter Consent Judgment and  
21 good cause appearing,

## THE COURT HEREBY FINDS AND ORDERS:

23 1. Plaintiff, the State of Arizona ex rel. Thomas C. Horne, the Attorney  
24 General, has filed a Complaint for a permanent injunction and other relief in this matter  
25 pursuant to the Consumer Fraud Act, A.R.S. § 44-1521 et seq., alleging that  
26 Defendants GLAXOSMITHKLINE LLC (hereinafter "GlaxoSmithKline") and SB  
27 PHARMCO PUERTO RICO, INC. (hereinafter "SB Pharmco") committed violations of  
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1 the aforementioned Act. Plaintiff, by its counsel, and GlaxoSmithKline and SB  
2 Pharmco, by their counsel, have agreed to the entry of this Final Consent Judgment  
3 ("Consent Judgment") by the Court without trial or adjudication of any issue of fact or  
4 law, and without admission of wrongdoing or liability of any kind.

5 2. The terms of the Consent Judgment ("Judgment") shall be governed by  
6 the laws of the State of Arizona.

7  
8 **I. DEFINITIONS**

9 The following definitions shall be used in construing this Consent Judgment:

10 1. "GlaxoSmithKline LLC" or "GlaxoSmithKline" shall mean  
11 GlaxoSmithKline LLC, all of its past and present officers, directors, shareholders,  
12 employees, subsidiaries, divisions, predecessors, and successors.

13 2. "SB Pharmco Puerto Rico, Inc." or "SB Pharmco" shall mean SB  
14 Pharmco Puerto Rico, Inc., all of its past and present officers, directors, shareholders,  
15 employees, subsidiaries, divisions, and predecessors.

16 3. "Covered Conduct" shall mean Defendants' production, manufacturing,  
17 processing, packing, holding, distribution, and sale of Covered Products manufactured  
18 at SB Pharmco's production facility at Cidra, Puerto Rico.

19 4. "Covered Products" shall mean those products, set forth in Exhibit A.

20 5. "Effective Date" shall mean the date on which a copy of this Consent  
21 Judgment, duly executed by Defendants and by the signatory Attorney General, is  
22 approved by, and becomes a Judgment, of the Court.

23 6. "Multistate Working Group" shall mean the Attorneys General and their  
24 staff representing Alabama, Alaska, Arizona, Arkansas, California, Colorado,  
25 Connecticut, Delaware, the District of Columbia, Florida, Hawaii<sup>1</sup>, Idaho, Illinois, Iowa,

26  
27 <sup>1</sup> Hawaii is being represented on this matter by its Office of Consumer Protection, an agency which is  
28 not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer  
protection functions, including legal representation of the State of Hawaii. For simplicity, the entire

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1 Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Missouri, Montana,  
2 Nebraska, Nevada, New Jersey, North Carolina, North Dakota, Ohio, Oregon,  
3 Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington,  
4 West Virginia and Wisconsin.

5 7. 'Multistate Executive Committee' shall mean the Attorneys General and  
6 their staff representing Arizona, Florida, Illinois, Maryland, Oregon, Pennsylvania,  
7 Tennessee, and Texas.

8 8. "Defendants" shall mean GlaxoSmithKline LLC and SB Pharmco Puerto  
9 Rico, Inc.

10 9. "Parties" shall mean the Arizona Attorney General and Defendants.  
11 "Attorneys General" shall mean the Attorneys General of the Multistate Working  
12 Group.

## 13 II. PREAMBLE

14 1. The Attorneys General conducted an investigation regarding the  
15 Covered Conduct. The Parties have agreed to resolve the concerns related to the  
16 Covered Conduct under the State Consumer Protection Laws<sup>2</sup>, as cited in footnote 2,  
17 by entering into this Consent Judgment.

18  
19 group will be referred to as the "Attorneys General," and such designation, as it includes Hawaii, refers  
20 to the Executive Director of the State of Hawaii Office of Consumer Protection.

21 <sup>2</sup> ALABAMA- Deceptive Trade Practices Act, AL ST 8-19-1, 13A-9-42, 8-19-8; ALASKA - *Alaska Unfair*  
22 *Trade Practices and Consumer Protection Act*, AS 45.50.471 et seq.; ARIZONA - *Arizona Consumer*  
23 *Fraud Act*, A.R.S. § 44-1521 et seq.; ARKANSAS - Deceptive Trade Practices Act, Ark. Code Ann. § 4-  
24 88-101, et seq.; CALIFORNIA - Bus. & Prof Code §§ 17200 et seq. and 17500 et seq.; COLORADO-  
25 *Colorado Consumer Protection Act*, Colo. Rev. Stat. § 6-1-101 et seq.; CONNECTICUT - *Connecticut*  
26 *Unfair Trade Practices Act*, Conn. Gen. Stat. §§ 42-110a et seq.; DELAWARE - *Delaware Consumer*  
27 *Fraud Act*, Del. CODE ANN. tit. 6, §§ 2511 to 2527; DISTRICT OF COLUMBIA, *District of Columbia*  
28 *Consumer Protection Procedures Act*, D.C. Code §§ 28-3901 et seq.; FLORIDA - *Florida Deceptive and*  
*Unfair Trade 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

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

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*et seq.*; MASSACHUSETTS - Mass. Gen. Laws c. 93A, §§ 2 and 4; MICHIGAN - *Michigan Consumer Protection Act*, MCL § 445.901 *et seq.*; MISSOURI - *Missouri Merchandising Practices Act*, Mo. Rev. Stat. §§ 407 *et seq.*; MONTANA - *Montana Unfair Trade Practices and Consumer Protection Act*, Mont. Code Ann. § 30-14-101 *et seq.*; NEBRASKA - *Uniform Deceptive Trade Practices Act*, NRS §§ 87-301 *et seq.*; NEVADA - *Deceptive Trade Practices Act*, Nevada Revised Statutes 598.0903 *et seq.*; NEW JERSEY - *New Jersey Consumer Fraud Act*, NJSA 56:8-1 *et seq.*; NORTH CAROLINA - *North Carolina Unfair and Deceptive Trade Practices Act*, N.C.G.S. 75-1.1, *et seq.*; NORTH DAKOTA - *Unlawful Sales or Advertising Practices*, N.D. Cent. Code § 51-15-02 *et seq.*; OHIO - *Ohio Consumer Sales Practices Act*, R.C. 1345.01, *et seq.*; 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).

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1 litigation, other than in connection with the enforcement of this Consent Judgment. No  
2 part of this Consent Judgment shall create a private cause of action or convert any  
3 right to any third party for violation of any federal or state statute or law, except that an  
4 Attorney General may file an action to enforce the terms of this Consent Judgment.  
5 Nothing contained herein prevents or prohibits the use of this Consent Judgment for  
6 purposes of enforcement by the Arizona Attorney General.

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

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

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

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

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1           7.       This Consent Judgment may be executed in counterparts, each of which  
2 shall be deemed to constitute an original counterpart hereof, and all of which shall  
3 together constitute one and the same Consent Judgment. One or more counterparts  
4 of this Consent Judgment may be delivered by facsimile or electronic transmission  
5 with the intent that it, or they, shall constitute an original counterpart hereof.

6           8.       This Consent Judgment relates solely to the Covered Conduct.

7                                   **III       COMPLIANCE PROVISIONS**

8           1.       Defendants shall not, as a result of the manner in which the Covered  
9 Products are manufactured, make any written or oral claim for the Covered Products  
10 that is false, misleading, or deceptive.

11          2.       Defendants shall not, as a result of the manner in which the Covered  
12 Products are manufactured, represent that the Covered Products have sponsorship,  
13 approval, characteristics, ingredients, uses, benefits, quantities, or qualities that they  
14 do not have.

15          3.       Defendants shall not, as a result of the manner in which the Covered  
16 Products are manufactured, cause likelihood of confusion or of misunderstanding as to  
17 the Covered Products' source, sponsorship, approval, or certification.

18                   **IV.       DISBURSEMENT OF PAYMENTS: PAYMENT TO THE STATES**

19          Within 30 days of the Effective Date of this Consent Judgment, Defendants  
20 shall pay \$40.75 million to be divided and paid by Defendants directly to each Attorney  
21 General of the Multistate Working Group in an amount designated by and in the sole  
22 discretion of the Multistate Executive Committee.<sup>3</sup> The Arizona Attorney General shall  
23 deposit said payment into the Consumer Fraud Revolving Fund pursuant to A.R.S. §  
24 44-1531.01. The Parties acknowledge that the payment described herein is not a fine  
25 or penalty, or payment in lieu thereof.

26 \_\_\_\_\_  
27 <sup>3</sup> The State of Arizona's share is \$1,363,884.  
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**V. REPRESENTATIONS AND WARRANTIES**

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

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

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**VI. RELEASE**

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1. By execution of this Consent Judgment, the State of Arizona releases and forever discharges Defendants and all of their past and present officers, directors, shareholders, employees, subsidiaries, divisions, parents, predecessors, successors, assigns, and transferees (collectively, the "Released Parties"), from the following: all civil claims, causes of action, *parens patriae* claims, damages, restitution, fines, costs, attorneys' fees, remedies and/or penalties that were or could have been asserted against the Released Parties by the Attorney General under the Arizona Consumer

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1 Fraud Act, A.R.S. § 44-1521 *et seq.* or any amendments thereto, or by common law  
2 claims concerning unfair, deceptive, or fraudulent trade practices resulting from the  
3 Covered Conduct up to and including the Effective Date of this Consent Judgment  
4 (collectively, the "Released Claims").

5 2. Notwithstanding any term of this Consent Judgment, specifically  
6 reserved and excluded from the Released Claims as to any entity or person, including  
7 Released Parties, are any and all of the following:

8 a. Any claims related to the marketing or promotion of rosiglitazone  
9 that do not relate to the manner in which the product was manufactured  
10 at the Cidra, Puerto Rico facility.

11 b. Any criminal liability that any person or entity, including Released  
12 Parties, has or may have to the State of Arizona;

13 c. Any civil or administrative liability that any person or entity,  
14 including Released Parties, has or may have to the State of Arizona,  
15 under any statute, regulation, or rule not expressly covered by the  
16 release in Section VI.1. including, but not limited to, any and all of the  
17 following claims:

18 i. State or federal antitrust violations;

19 ii. Medicaid violations, including, but not limited to, federal  
20 Medicaid drug rebate statute violations, Medicaid fraud or  
21 abuse, and/or kickback violations related to Arizona's  
22 Medicaid program;

23 iii. Claims involving "best price," "average wholesale price," or  
24 "wholesale acquisition cost;"

25 iv. State false claims violations;

26 v. Claims to enforce the terms and conditions of this Consent  
27 Judgment.  
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d. Actions of state program payors of the State of Arizona arising from the Covered Conduct, except for the release of civil penalties under the state consumer protection laws cited in footnote 2.

e. Any claims individual consumers have or may have under the State of Arizona's consumer protection laws against any person or entity, including Released Parties.

## VII. CONFLICTS

If, subsequent to the Effective Date of this Consent Judgment, the federal government or any state, or any federal or state agency, enacts or promulgates legislation or regulations with respect to matters governed by this Consent Judgment that creates a conflict with any provision of the Consent Judgment and Defendants intend to comply with the newly enacted legislation or regulation, Defendants shall notify the Attorneys General (or the Attorney General of the affected State) of the same. If the Attorney General agrees, he shall consent to a modification of such provision of the Consent Judgment to the extent necessary to eliminate such conflict. If the Attorney General disagrees and the Parties are not able to resolve the disagreement, Defendants shall seek a modification from an appropriate court of any provision of this Consent Judgment that presents a conflict with any such federal or state law or regulation. Changes in federal or state laws or regulations, with respect to the matters governed by this Consent Judgment, shall not be deemed to create a conflict with a provision of this Consent Judgment unless Defendants cannot reasonably comply with both such law or regulation and the applicable provision of this Consent Judgment.

## VIII. DISPUTE RESOLUTION

1. For the purposes of resolving disputes with respect to compliance with this Consent Judgment, should any of the signatory Attorneys General believe that one or both Defendants have violated a provision of this Consent Judgment

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1 subsequent to the Effective Date, then such Attorney General shall notify that  
2 Defendant or those Defendants in writing of the specific objection, identify with  
3 particularity the provisions of this Consent Judgment that the practice appears to  
4 violate, and give Defendants 30 days to respond to the notification.

5       2.     Upon receipt of written notice from any of the Attorneys General, each  
6 Defendant receiving such notice shall provide a good-faith written response to the  
7 Attorney General's notification, containing either a statement explaining why that  
8 Defendant believes it is in compliance with the Consent Judgment or a detailed  
9 explanation of how the alleged violation occurred and statement explaining how and  
10 when that Defendant intends to remedy the alleged violation. Except as set forth in  
11 Sections VIII.4 and 5 below, the Attorney General may not take any action during the  
12 30 day response period. Nothing shall prevent the Attorney General from agreeing in  
13 writing to provide Defendant with additional time beyond the 30 days to respond to the  
14 notice.

15       3.     The Attorney General may not take any action during which a  
16 modification request is pending before a court pursuant to Section VII. except as  
17 provided for in Sections VIII.4 and 5 below.

18       4.     Nothing in this Consent Judgment shall be interpreted to limit the State's  
19 Civil Investigative Demand ("CID") or investigative subpoena authority.

20       5.     The Attorney General may assert any claim that one or both Defendants  
21 has violated this Consent Judgment in a separate civil action to enforce compliance  
22 with this Consent Judgment, or may seek any other relief afforded by law, but only  
23 after providing Defendant or Defendants an opportunity to respond to the notification  
24 as described above; provided, however, that the Attorney General may take any action  
25 if the Attorney General believes that, because of the specific practice, a threat to the  
26 health or safety of the public requires immediate action.

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**IX. COMPLIANCE WITH ALL LAWS**

1. Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment shall be construed as:

- a. Relieving Defendants of their obligation to comply with all applicable state laws, regulations, or rules, or granting permission to engage in any acts or practices prohibited by any law, regulation, or rule; or
- b. Limiting or expanding in any way any right any state represented by the Multistate Working Group may otherwise have to enforce applicable state law or obtain information, documents, or testimony from Defendants pursuant to any applicable state law, regulation, or rule, or any right Defendants may otherwise have to oppose any subpoena, civil investigative demand, motion, or other procedure issued, served, filed, or otherwise employed by the State pursuant to any such state law, regulation, or rule.

**X. GENERAL PROVISIONS**

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

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

3. All notices under this Consent Judgment shall be sent by overnight United States mail. The documents shall be sent to the following addresses:

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

2 Matthew J. O'Connor  
3 Covington & Burling LLP  
4 1201 Pennsylvania Avenue, NW  
5 Washington, DC 20004-2401

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

11 and to:

12 Noreen R. Matts  
13 Assistant Attorney General and,  
14 Senior Litigation Counsel  
15 Office of the Arizona Attorney General  
16 400 W Congress, South Building, Third Floor  
17 Tucson, AZ 85701

18 DATED this \_\_\_\_ day of June, 2011.

19 \_\_\_\_\_  
20 JUDGE OF SUPERIOR COURT  
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## EXHIBIT A

*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) <sup>1</sup>      |
| Dibenzylidene® <sup>2</sup>                    |
| Dyazide®                                       |
| Dyrenium® <sup>3</sup>                         |
| Ecotrin® Aqueous Film Coated                   |
| Factive® (gemifloxacin mesylate) <sup>3</sup>  |
| Kytril® (Granisetron HCl) <sup>4</sup>         |
| Paxil® (Paroxetine HCl) <sup>5</sup>           |
| Paxil® Oral Suspension (Paroxetine HCL)        |
| Paxil CR® (Paroxetine HCL)                     |
| Relafen® (Nabumetone)                          |
| Stelazine®                                     |
| Thorazine®                                     |

<sup>1</sup> Divested as part of GlaxoSmithKline merger but manufactured at Cidra, until transferred to new owner (Novartis).

<sup>2</sup> Divested product: manufactured at Cidra, until transferred to new owner (Weillspring).

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

<sup>4</sup> Divested as part of GlaxoSmithKline merger but manufactured at Cidra, until transferred to new owner (Roche).

<sup>5</sup> Generic version of product manufactured at Cidra but distributed by PAR Pharmaceutical.