Settlement Agreement

by and among

Plaintiff States,

End-Payor Plaintiffs,

Organon USA Inc.

and

Akzo Nobel N.V.

September 28, 2004

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SETTLEMENT AGREEMENT BY AND AMONG PLAINTIFF STATES, END-PAYOR PLAINTIFFS, ORGANON USA INC. AND AKZO NOBEL N.V.

This Settlement Agreement is made and entered into this 28th day of September, 2004 by and among the End-Payor Plaintiffs (as defined below), on behalf of themselves and in their respective capacities as representatives of the Settlement Class (as defined below); the Plaintiff States (as defined below), by and through their respective Attorneys General, Corporation Counsel or duly and lawfully authorized persons exercising similar authority (collectively with the End-Payor Plaintiffs, **"Plaintiffs"**); and Organon USA Inc. and Akzo Nobel N.V., by and through their undersigned counsel.

WITNESSETH:

WHEREAS, on December 31, 2003, the End-Payor Plaintiffs filed an Amended Consolidated Class Action Complaint in *In re Remeron End-Payor Antitrust Litigation,* Master Docket No. 02-CV-2007, consolidated in the U.S. District Court for the District of New Jersey; and

WHEREAS, concurrently with the submission of this Settlement Agreement for preliminary approval by the Court, the Plaintiff States intend to file a complaint (the **"State Complaint"**) in this litigation captioned *States of Texas, et al. v. Organon USA Inc. and Akzo Nobel N.V.,* Master Docket No. 02-CV-2007 (FSH) (D.N.J.), in the U.S. District Court for the District of New Jersey; and

WHEREAS, the End-Payor Plaintiffs and the Plaintiff States have asserted claims against Defendants (as defined below) for injunctive and monetary relief under federal antitrust law and under antitrust and/or unfair competition laws of Plaintiff States, and for imposition of a constructive trust and for disgorgement based on principles of unjust enrichment; and

WHEREAS, Defendants vigorously deny each and every one of Plaintiffs' allegations of unlawful and inequitable conduct and Plaintiffs' entitlement to damages, restitution, disgorgement or any other legal or equitable relief in connection with Plaintiffs' claims arising therefrom and have asserted a number of defenses to Plaintiffs' claims; and

WHEREAS, Plaintiffs and Defendants agree that neither this Settlement Agreement, nor anything contained herein or contemplated hereby, shall be deemed or construed to be an admission or evidence of any violation of any statute, law, rule or regulation, or of any liability or wrongdoing by Defendants, or of the truth or validity of any of Plaintiffs' claims or allegations; and

WHEREAS, arm's-length negotiations have taken place between counsel for Plaintiffs and counsel for Defendants in reaching the terms of this Settlement Agreement, and Plaintiffs' counsel have concluded, after extensive discovery and investigation of the facts and after carefully considering the circumstances of this litigation, including the claims asserted in the End-Payor Complaint (as defined below) and the State Complaint, the possible legal and factual defenses thereto, and the applicable law, that it would be in the best interests of the Plaintiffs and the members of the Settlement Class to enter into this Settlement Agreement to avoid the uncertainties of this particularly complex litigation and to assure a benefit to those represented by the Plaintiffs and to the members of the Settlement Class, and further, that Plaintiffs' counsel consider the settlement set forth herein to be fair, reasonable, and adequate and in the best interests of the Plaintiffs and the members of the Settlement Class; and

WHEREAS, Defendants, while continuing to deny the allegations, any violation of law or wrongdoing, and any liability with respect to any and all claims asserted in any Complaint, have concluded that they will enter into this Settlement Agreement to avoid the further expense,

inconvenience, and burden of this litigation, and the distraction and diversion of their personnel and resources, and to avoid the risks inherent in uncertain, complex litigation; and

WHEREAS, the undersigned have each determined it to be in their respective best interests and in the best interests of those whom they represent to resolve this dispute and to enter into this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

I. DEFINITIONS

When used anywhere in this Settlement Agreement:

A. **"Akzo"** means Defendant Akzo Nobel N.V. and its past, present and future directors, officers, employees, shareholders, affiliates, divisions, predecessors, parents, subsidiaries, other organizational units of any kind, general or limited partners, successors, and assigns; and the past, present and future agents, representatives, attorneys, heirs, executors, administrators, and other persons acting on behalf of any of them.

B. **"Class Period"** shall have the meaning ascribed to it in Section I.RR of this Settlement Agreement.

C. **"Comparable Law"** shall have the meaning ascribed to it in Section II.C.2 of this Settlement Agreement.

D. **"Complaints"** means, collectively, the End-Payor Complaint, the State Complaint, and any predecessor or successor pleading to the End-Payor Complaint or the State Complaint; and **"Complaint"** means any of them individually.

E. **"Court"** means the United States District Court for the District of New Jersey.

F. **"Defendant"** means either Akzo or Organon. **"Defendants"** means both Akzo and Organon.

G. **"Discovery Materials"** means any (i) materials, documents, data and information (whether in paper, electronic or any other format, whether an original or any copy or reproduction, and whether found in the recipient Party's possession in its entirety or in any part) produced in this litigation by a Party to this Settlement Agreement (collectively, **"Data"**), (ii) any summaries, abstracts, excerpts, tables, computations, databases, indices or descriptions of any Data (collectively, **"Summaries"**), and (iii) information recorded in any tangible form that is derived from any Data (collectively, **"Derivative Data"**); and includes any Data, Summaries or Derivative Data provided to (or, in the case of Summaries or Derivative Data, prepared by) a recipient Party's consultants, experts and co-counsel. For purposes of this Settlement Agreement, Discovery Materials shall not be deemed to include the work product of any Party or of counsel to any Party in the possession of such Party or counsel, nor shall it include copies of any papers that have been filed with the Court; *provided* that all such work product and papers shall remain subject to the Protective Order.

H. **"Effective"** shall have the meaning ascribed to it in Section IX.A of this Settlement Agreement.

I. **"Effective Date"** shall have the meaning ascribed to it in Section IX.B of this Settlement Agreement.

J. **"End Payor"** means any consumer or Third Party Payor and includes, without limitation, the End-Payor Plaintiffs.

K. **"End-Payor Complaint"** means the End-Payor Plaintiffs' Amended Consolidated Class Action Complaint in *In re Remeron End-Payor Antitrust Litigation,* Master

Docket No. 02-CV-2007 (D.N.J. dated Dec. 31, 2003), and all constituent complaints consolidated thereunder, including but not limited to the complaints filed in connection with the following actions: *Gayle Taylor v. Organon Inc. and Akzo Nobel N.V.*, No. 02-cv-02007-FSH-PS (D.N.J.); *Robert Kapella v. Organon Inc. and Akzo Nobel N.V.*, No. 02-cv-02384-FSH (D.N.J.); *Vista Healthplan, Inc. v. Organon, Inc. and Akzo Nobel, N.V.*, No. 02-cv-04364-SWK (S.D.N.Y.); and *United Food and Commercial Workers Local 56 Health & Welfare Fund and Board of Trustees of the United Food and Commercial Workers Local 56 Health and Welfare Fund v. Organon Inc. and Akzo Nobel N.V.*, No. 02-cv-03153-FSH-PS (D.N.J.).

L. **"End-Payor Plaintiffs"** means United Food and Commercial Workers Local 56 Health & Welfare Fund, Board of Trustees of United Food and Commercial Workers Local 56 Health & Welfare Fund, Vista Healthplan, Inc., Gayle Taylor, Dianne Mason and Robert Kapella, the named plaintiffs who filed the Amended Consolidated Class Action Complaint in *In re Remeron End-Payor Antitrust Litigation,* Master Docket No. 02-CV-2007 (D.N.J.).

M. **"Escrow Accounts"** means the Notice Fund Escrow Account and the Settlement Fund Escrow Account; and **"Escrow Account"** means either of them individually.

N. **"Escrow Agent"** means the person or entity mutually agreed to and designated by the Representatives in the Escrow Agreement to administer the Escrow Accounts.

O. **"Escrow Agreement"** means the escrow agreement, pursuant to which (i) the Notice Fund shall be deposited and administered in an escrow account (the **"Notice Fund Escrow Account"**) and (ii) the Settlement Fund shall be separately deposited and administered in a separate escrow account (the **"Settlement Fund Escrow Account"**), without any material change to Attachment A annexed hereto.

P. **"Event of Termination"** shall have the meaning ascribed to it in Section X.A of this Settlement Agreement.

Q. **"Excess Commencement Date"** shall have the meaning ascribed to it in Section III.D of this Settlement Agreement.

R. **"Excess Costs"** shall have the meaning ascribed to it in Section III.D of this Settlement Agreement.

S. **"Exercise Period"** shall have the meaning ascribed to it in Section X.B of this Settlement Agreement.

T. **"Fee Payment"** shall have the meaning ascribed to it in Section III.B.1 of this Settlement Agreement.

U. **"Final Judgment and Order"** means the Court's final order, without any material change to Attachment D annexed hereto.

V. **"Injunction"** shall have the meaning ascribed to it in Section II.E of this Settlement Agreement.

W. **"Mirtazapine Products"** means Remeron® and/or its AB-rated equivalents.

X. **"Notice Fund"** shall have the meaning ascribed to it in Section I.SS of this Settlement Agreement.

Y. **"Notice of Settlement"** means the document annexed hereto as Attachment E.

Z. **"Notice of Termination"** shall have the meaning ascribed to it in Section X.B of this Settlement Agreement.

AA. **"Notice Payment"** shall have the meaning ascribed to it in Section III.A of this Settlement Agreement.

BB. **"Notice Period"** shall have the meaning ascribed to it in Section IV.C of this Settlement Agreement.

CC. **"Notice Plan"** shall have the meaning ascribed to it in Section IV.A of this Settlement Agreement.

DD. **"Opt-Out Deadline"** means the date set by the Court as the deadline for members of the Settlement Class to request exclusion from the Settlement Class, which date shall fall on the last day of the Notice Period.

EE. **"Organon"** means Defendant Organon USA Inc. and its past, present and future directors, officers, employees, shareholders, affiliates, divisions, predecessors, parents, subsidiaries, other organizational units of any kind, general or limited partners, successors, and assigns; and the past, present and future agents, representatives, attorneys, heirs, executors, administrators, and other persons acting on behalf of any of them.

FF. **"Parties"** means the End-Payor Plaintiffs, the Plaintiff States and the Defendants; and **"Party"** means any of them individually.

GG. **"Plaintiff States"** means the undersigned states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, and all possessions and territories of the United States of America, each of which has joined in and executed this Settlement Agreement in its sovereign capacity and on behalf of its respective state agencies and consumers residing in its respective state.

HH. **"Plaintiffs"** shall have the meaning ascribed to it in the preamble to this Settlement Agreement.

II. **"Plaintiffs' Co-Lead Counsel"** means Fine, Kaplan and Black, RPC and Schiffrin & Barroway, L.L.P.

JJ. **"Preliminary Approval Order"** means the Court's order preliminarily approving this Settlement Agreement and preliminarily certifying the Settlement Class, adopted and entered without any material change to Attachment B annexed hereto.

KK. **"Protective Order"** means that certain Stipulation and Protective Order entered by the Court on February 25, 2002, as amended on June 24, 2003 and October 27, 2003, and as the same may be further amended.

LL. **"Released Claims"** means all claims, debts, obligations, damages, liabilities, actions, proceedings, assertions, and causes of action (**"Claims"**), which any Releasor had, has, or may in the future have against any Releasee that were or could have been asserted by any Releasor arising out of or concerning the allegations, or the facts and circumstances giving rise to the allegations, in the Complaints or in any other complaint filed in any action that has been consolidated or coordinated with any of the Complaints, including but not limited to Claims arising under federal or state antitrust, unfair competition, or consumer protection laws, under state or federal deceptive practices acts, or under common law, whether known or unknown, whether accrued in whole or in part of any kind whatsoever, from the beginning of time through the date this Settlement Agreement is preliminarily approved by the Court. For the avoidance of doubt, the Parties acknowledge that Released Claims shall not be construed to address in any way (1) any Claim arising solely from and asserting damages based solely on an alleged physical injury, or (2) Claims asserted by any Plaintiff State that do not arise from the facts, matters, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act set forth in the Complaints or in any other complaint filed in any action that has been consolidated or coordinated with any of the Complaints, such as Claims relating to "best price" or "average wholesale price" reporting practices or to Medicaid fraud or abuse.

MM. **"Releasees"** means the Defendants and their respective past, present and future directors, officers, employees, shareholders, affiliates, divisions, agents, representatives, attorneys, heirs, executors, administrators, predecessors, parents, subsidiaries, general or limited partners, successors, and assigns.

NN. **"Releasors"** means:

1. The Plaintiff States, on behalf of themselves and including:
   a. the past, present and future departments, bureaus, and agencies of the Plaintiff States as actual or alleged purchasers or reimbursers; and
   b. the Plaintiff States' quasi-sovereign interests in fair competition and the economic welfare of their citizenry, and/or in the Plaintiff States' sovereign capacities; and
   c. Plaintiff States either in their *parens patriae* or functionally equivalent capacity, or as class representatives or in a functionally equivalent capacity, or as both, in each case on behalf of natural person members of the Settlement Class who reside in their respective states; and
2. The End-Payor Plaintiffs, on behalf of themselves and members of the Settlement Class, and, to the fullest extent permitted by law, their respective past, present and future directors, officers, employees, members, shareholders, attorneys, heirs, executors, administrators, general or limited partners, affiliates, divisions, agents, representatives,

predecessors, parents, subsidiaries, agencies, departments, institutions, successors and assigns.

OO. **"Representatives"** means (1) Plaintiffs' Co-Lead Counsel, acting on behalf of the End-Payor Plaintiffs and the Settlement Class, and (2) State Liaison Counsel, acting on behalf of the Plaintiff States, governmental entities and consumers in the Plaintiff States, and the Plaintiff States' respective consumer and (non-federal) governmental End-Payor members of the Settlement Class, and (3) counsel for Defendants, acting on behalf of the Defendants; and **"Representative"** means any of them individually.

PP. **"Section 1542"** shall have the meaning ascribed to it in Section II.C.1 of this Settlement Agreement.

QQ. **"Settlement Administration Costs"** means actual notice and administrative fees and costs reasonably incurred before or after the Court's entry of the Preliminary Approval Order for the purpose of (i) providing notice of settlement to members of the Settlement Class, (ii) processing claims and administering the settlement, (iii) paying any Taxes and/or Tax Expenses with respect to the Settlement Fund, the Notice Fund and the Escrow Accounts and (iv) paying reasonable fees and costs to the Escrow Agent in accordance with the terms of the Escrow Agreement.

RR. **"Settlement Class"** means, for purposes of this Settlement Agreement only, all End Payors (including any assignees of such End Payors) who purchased and/or paid all or part of the purchase price of Mirtazapine Products in the United States during the period beginning June 15, 2001 through the date of the Preliminary Approval Order (the **"Class Period"**). Excluded from the Settlement Class are (i) Defendants and any of their subsidiaries and affiliates, (ii) all federal governmental entities, agencies and instrumentalities, and (iii) all

wholesalers and retailers and all persons or entities that purchased Mirtazapine Products primarily for purposes of resale.

SS. **"Settlement Consideration"** means an aggregate amount of up to Thirty-Six Million and no/100 Dollars ($36,000,000.00), consisting of the sum of: (1) Thirty-Three Million and no/100 Dollars ($33,000,000.00) that Defendants will collectively pay into the Settlement Fund Escrow Account pursuant to Section III.C of this Settlement Agreement and the Escrow Agreement (the **"Settlement Payment"**), plus any interest, dividends and other distributions and payments earned on that sum (the Settlement Payment plus accrued interest, dividends and other distributions and payments earned thereon being the **"Settlement Fund"**), plus (2) up to Two Million and no/100 Dollars ($2,000,000.00) that Defendants will collectively pay into the Notice Fund Escrow Account as the Notice Payment pursuant to Section III.A of this Settlement Agreement and the Escrow Agreement, plus any interest, dividends and other distributions and payments earned on that sum (the Notice Payment plus accrued interest, dividends and other distributions and payments earned thereon being the **"Notice Fund"**), plus (3) up to One Million and no/100 Dollars ($1,000,000.00) that Defendants will collectively pay to State Liaison Counsel, on behalf of all counsel for the Plaintiff States, in payment of the Fee Payment pursuant to Section III.B.1 of this Settlement Agreement.

TT. **"Settlement Documents"** shall have the meaning ascribed to it in Section XI.A of this Settlement Agreement.

UU. **"State Complaint"** shall have the meaning ascribed to it in the recitals to this Settlement Agreement.

VV. **"State Fee Report"** shall have the meaning ascribed to it in Section III.B.1 of this Settlement Agreement.

WW. **"State Liaison Counsel"** means the Attorneys General of the States of Florida and Texas.

XX. **"Sunset Date"** shall have the meaning ascribed to it in Section IX.C of this Settlement Agreement.

YY. **"Sunset Notice"** shall have the meaning ascribed to it in Section IX.C of this Settlement Agreement.

ZZ. **"Taxes"** shall have the meaning ascribed to it in Section V.C.3 of this Settlement Agreement.

AAA. **"Tax Expenses"** shall have the meaning ascribed to it in Section V.C.3 of this Settlement Agreement.

BBB. **"Termination Refund"** shall have the meaning ascribed to it in Section X.C of this Settlement Agreement.

CCC. **"Third Party Payor"** or **"TPP"** means any entity that is (i) a party to a contract, issuer of a policy or sponsor of a plan, and is also (ii) at risk, pursuant to such contract, policy or plan, to provide prescription drug benefits, or to pay or reimburse all or part of the cost of Mirtazapine Products dispensed to natural persons covered by such contract, policy or plan.

DDD. **"United States"** means the 50 states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, and all possessions and territories of the United States of America.

II. RELEASES AND COVENANTS

A. **Releases.** Upon the Effective Date of this Settlement Agreement, the Releasors, on behalf of themselves and their respective entities and individuals (including without limitation the members of the Settlement Class who have not timely and validly excluded themselves),

unconditionally, fully and finally release and discharge forever the Releasees from the Released Claims and any liability arising therefrom. All Released Claims are released and discharged to the fullest extent permitted by law.

B. **Covenant Not to Sue.** Each of the Releasors hereby covenants and agrees, to the fullest extent permitted by law, that it shall not hereafter seek to establish liability or assert Claims, on behalf of itself or any other person or entity or class thereof, against any of the Releasees, in whole or in part, for any of the Released Claims.

C. **Additional Release.** With respect to Released Claims, the Releasors, on behalf of themselves and their respective entities and individuals, shall also be deemed to have expressly waived, released and forever discharged any and all provisions, rights and benefits that may be available under:

1. Section 1542 of the California Civil Code (**"Section 1542"**), which provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;

and

2. any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Section 1542 (each a **"Comparable Law"**).

Members of the Settlement Class shall be advised of the statutory language of Section 1542 and the possible availability of Comparable Laws in the Notice of Settlement and, with this understanding, nevertheless shall elect to and shall assume all risks for Released Claims heretofore and hereafter arising, whether known or unknown, suspected or unsuspected,

contingent or non-contingent; shall release and forever discharge such Released Claims; and shall specifically waive any rights they may have under Section 1542 and any Comparable Law as to such Claims. Members of the Settlement Class shall also be fully advised that if the facts, with respect to which the releases of the Released Claims are given and on which the dismissal with prejudice contained in the Final Judgment and Order is based, are found hereafter to be other than, or different from, the facts now believed by them to be true, they shall expressly accept and assume the risk of such possible differences and facts, shall expressly waive and fully, finally and forever settle, release and discharge any such Claims as Released Claims under this Settlement Agreement, and shall agree that the releases set forth in this Settlement Agreement shall be and remain effective notwithstanding such differences in facts.

D. **Effect of Releases.** Upon and after the Effective Date, this Settlement Agreement may be pleaded as a full and complete defense to any action that may be instituted, prosecuted, or attempted with respect to any of the Released Claims. The Releasors and Defendants further agree that this Settlement Agreement may be pleaded as necessary for the purpose of enforcing this Settlement Agreement.

E. **Injunction.** Defendants have agreed to injunctive relief with the Plaintiff States in the form specified in Attachment C hereto without any material change (the **"Injunction"**). The Parties acknowledge and agree that the Injunction provides full, adequate and complete injunctive relief sufficient to address the Released Claims, and that the Defendants' entry into the Injunction is for settlement purposes only and does not constitute an admission or a determination by Defendants or any other person or entity that the law has been violated. The Injunction shall not become final or effective until this Settlement Agreement becomes Effective.

III. SETTLEMENT PAYMENTS

A. **Notice Fund.** Subject to the terms and conditions of this Settlement Agreement and the Escrow Agreement, within five (5) business days after (1) receipt by Defendants of fully executed copies of this Settlement Agreement and the Escrow Agreement pursuant to Sections IX.A.1 and IX.A.2 of this Settlement Agreement and (2) entry by the Court of the Preliminary Approval Order, Defendants will deposit with the Escrow Agent, by wire transfer to the Notice Fund Escrow Account, the aggregate sum of Two Million and no/100 Dollars ($2,000,000.00) (the **"Notice Payment"**) to be used exclusively for the payment of such Settlement Administration Costs as shall be reimbursable in accordance with this Settlement Agreement and with the Escrow Agreement. The Notice Fund shall be maintained in an account of a federally-insured financial institution. If, after payment of all such Settlement Administration Costs as shall be reimbursable in accordance with this Settlement Agreement and the Escrow Agreement, any amount of the Notice Fund (including interest accrued thereon) shall remain unused, the Escrow Agent shall promptly refund to the Defendants the then-existing amount of the unused Notice Fund (including interest accrued thereon) on (i) the date of final distribution of the Settlement Fund pursuant to Section III.G or (ii) any other date as the Representatives may specify in a joint written notice to the Escrow Agent signed by all of the Representatives.

B. **Fees and Expenses.**

1. **Plaintiff States.** Subject to the procedures and limitations in this Section III.B, Defendants agree to reimburse Plaintiff States for their reasonable attorneys' fees and expenses (i) previously incurred in connection with their investigations of Defendants relating to this matter

and (ii) as they shall incur in connection with the approval and administration of this Settlement Agreement and the settlement embodied herein. Within ten (10) business days following the Effective Date, State Liaison Counsel, on behalf of all counsel for the Plaintiff States, shall provide Defendants with a report (the **"State Fee Report"**) documenting Plaintiff States' attorneys' fees and expenses satisfying the requirements of this Section III.B; *provided* that the aggregate amount of all such attorneys' fees and expenses of all Plaintiff States that shall be reimbursable shall not exceed One Million and no/100 Dollars ($1,000,000.00) (the **"Fee Payment"**). Subject to the terms and conditions of this Settlement Agreement, within ten (10) business days after the latest to occur of (1) Defendants' receipt of the State Fee Report and (2) entry by the Court of any order approving the Fee Payment complying with this Section III.B.1 and (3) the Effective Date, Defendants will pay to State Liaison Counsel the amount of the Fee Payment by wire transfer to an account to be designated by State Liaison Counsel in accordance with the wire transfer instructions to be provided by State Liaison Counsel. Plaintiff States and their respective counsel shall not seek or demand payment of fees and/or costs beyond those provided for herein, nor shall they seek or demand payment of such fees and/or costs from any source other than the Fee Payment.

2. **End-Payor Plaintiffs.** End-Payor Plaintiffs and members of the Settlement Class, and their respective counsel, shall seek any payment of

fees and/or costs and/or incentive awards solely from the Settlement Fund, and shall not seek or demand payment of any fees and/or costs and/or incentive awards from any source other than the Settlement Fund.

3. **All Plaintiffs.** All payments of Plaintiffs' attorneys' fees, costs and expenses, and incentive awards contemplated by this Settlement Agreement shall be subject to judicial approval by the Court and, upon such approval, shall constitute full and final satisfaction of any and all claims that any Plaintiff and any Settlement Class member, and their respective counsel, may have or assert for reimbursement of fees, costs and expenses, and incentive awards.

C. **Settlement Payment**. Subject to the terms and conditions of this Settlement Agreement and the Escrow Agreement, within five (5) business days after (1) receipt by Defendants of fully executed copies of this Settlement Agreement and the Escrow Agreement pursuant to Sections IX.A.1 and IX.A.2 of this Settlement Agreement and (2) entry by the Court of the Preliminary Approval Order, Defendants will deposit with the Escrow Agent, by wire transfer to the Settlement Fund Escrow Account, the aggregate sum of Thirty-Three Million and no/100 Dollars ($33,000,000.00) in payment of the Settlement Payment. The Settlement Fund shall be maintained in an account of a federally-insured financial institution. Following the Effective Date, the Settlement Fund may be used for purposes of distribution to the members of the Settlement Class and the Plaintiff States, payment of any further notice or administrative costs in excess of the amount of the Notice Fund, and payment of End-Payor Plaintiffs' fees and/or costs and/or incentive awards, subject to Court order. Except (1) in the event that this Settlement Agreement and the settlement embodied herein are terminated in accordance with

Articles IX and/or X of this Settlement Agreement and (2) for investments permitted by and complying with the terms of Section V.A of this Settlement Agreement and (3) to the extent permitted by Section III.D of this Settlement Agreement to pay certain Excess Costs and (4) to the extent permitted by Sections V.C.3, VI.A.4 and VI.B.4 to pay Taxes and Tax Expenses with respect to the Settlement Fund, the Notice Fund and the Escrow Accounts, in no event shall any portion of the Settlement Fund be expended, paid, loaned, removed, reduced, distributed, invested or dissipated in any way to any person for any purpose prior to the Effective Date. Except (1) in the event that this Settlement Agreement and the settlement embodied herein are terminated in accordance with Article X of this Settlement Agreement and (2) for amounts withheld pursuant to Section V.C.4 of this Settlement Agreement, in no event shall any portion of the Settlement Fund revert or be paid to the Defendants following the Effective Date.

D. **Excess Settlement Administration Costs.** Subject to the terms and limitations of this Section III.D and Section VI.B.2, beginning forty-five (45) calendar days after the Opt-Out Deadline (such date being the **"Excess Commencement Date"**), in the event that the Notice Fund shall be insufficient to pay reimbursable Settlement Administration Costs in accordance with this Settlement Agreement, such excess Settlement Administration Costs (**"Excess Costs"**) may be paid out of the Settlement Fund to the extent that they exceed the amount then available in the Notice Fund; *provided* that the aggregate amount of all such Excess Costs that shall be reimbursable under this Section III.D from the Settlement Fund during the period beginning on the Excess Commencement Date and ending on the Effective Date shall not exceed Five Hundred Thousand and no/100 Dollars ($500,000.00).

E. **Full Satisfaction.** Defendants shall pay the Settlement Consideration in full and final settlement and in satisfaction of, and in consideration of, the covenants contained herein

and the release of the Released Claims. The Settlement Consideration is the total amount that Defendants will pay under this Settlement Agreement, or in connection with the Complaints, or in connection with any Released Claim, including, without limitation, attorneys' fees and costs of, and incentive awards to, any Plaintiff or any Settlement Class member and payment of any and all administrative and notice expenses associated with this litigation or settlement.

F. **Allocation of Settlement Fund.** Either before or after final approval by the Court of this Settlement Agreement and the settlement embodied herein, Plaintiffs' Co-Lead Counsel and State Liaison Counsel shall jointly propose a plan of distribution to the Court that shall be consistent with the terms of Section XI.K of this Settlement Agreement and the other provisions of this Settlement Agreement and that in their opinion will fairly and adequately address the issues of settlement administration, claims procedures, and allocation among members of the Settlement Class and the Plaintiff States; *provided* that in the event the Court shall deem such proposed plan of distribution to be reasonably necessary to the preliminary or final approval of this Settlement Agreement, then Plaintiffs' Co-Lead Counsel and State Liaison Counsel shall submit such proposed plan of distribution in connection with their motion for preliminary or final approval, as the case may be. Except to the extent permitted by Sections IV.A and IV.D of this Settlement Agreement, Defendants shall not directly or indirectly take any position with respect to (1) any proposed plan of distribution, (2) any amount of distribution to any Plaintiff, including but not limited to any member of the Settlement Class, or (3) the amount of any incentive awards, fees or expenses of End-Payor Plaintiffs or their counsel, complying with the terms and limitations of this Settlement Agreement. The plan of distribution shall be subject to Court approval after providing Settlement Class members with notice and an opportunity to be heard. The Notice of Settlement to the Settlement Class shall state that, unless

otherwise directed by the Court, submission of the proposed plan of distribution will occur after the Court's preliminary approval of the Settlement Agreement upon further notice to those members of the Settlement Class who have submitted requests to receive further notices and claim forms. After (i) deposit by Defendants of the Notice Payment and the Settlement Payment with the Escrow Agent in accordance with Sections III.A and III.C of this Settlement Agreement, (ii) final approval by the Court of this Settlement Agreement and the settlement embodied herein without material change, and (iii) the Settlement Agreement and the settlement become Effective, the Settlement Fund shall be distributed as ordered by the Court and in accordance with this Settlement Agreement. In no event shall Defendants have any liability or (except to the extent provided in Sections VI.B.1 and VI.B.2 of this Settlement Agreement) responsibility with respect to the distribution and administration of the Settlement Consideration, including, but not limited to, the costs and expenses of such distribution and administration and (except as provided by Sections III.A and III.D of this Settlement Agreement) the costs and expenses of notice to Settlement Class members.

G. **Disposition of Surplus Settlement Fund.** If, after distribution of the Settlement Fund to pay valid and timely claims, monies remain in the Settlement Fund, net of Court-approved fees and costs of notice and administration and Court-approved fees, expenses and incentive awards, the remaining amount shall be distributed in a manner and on terms and conditions determined by the Court in the exercise of its reasonable discretion. Any monies remaining in the Settlement Fund (after any supplemental distribution to Settlement Class members and/or any supplemental fees and costs, including but not limited to administrative fees and costs, as may be awarded by the Court) shall be distributed to charitable organizations or state agencies that provide health or legal services to Settlement Class members, as

recommended by Plaintiffs' Co-Lead Counsel and/or State Liaison Counsel and approved by the Court.

IV. NOTICE AND SETTLEMENT HEARING

A. **Motion for Preliminary Approval.** Within ten (10) business days following satisfaction of the conditions described in Sections IX.A.1 and IX.A.2 of this Settlement Agreement, Plaintiffs' Co-Lead Counsel and State Liaison Counsel shall jointly file with the Court a motion for preliminary approval of the Settlement Agreement and a plan of notice to Settlement Class members (the **"Notice Plan"**) and for entry of the Preliminary Approval Order. This motion shall include this Settlement Agreement and all attachments hereto. Defendants shall have a reasonable opportunity to review and comment on the motion papers in advance of the filing.

B. **Motion To File Rider A Under Seal.** The Representatives shall jointly file, contemporaneously with the filing of the motion for preliminary approval, a motion to file Rider A to this Settlement Agreement under seal, pending the expiration of the Opt-Out Deadline. The Parties agree that they shall maintain the confidentiality of Rider A to this Settlement Agreement and the information set forth therein at all times that Rider A is under seal.

C. **Implementation of Notice Plan.** Within ninety (90) calendar days after entry by the Court of the Preliminary Approval Order, Plaintiffs' Co-Lead Counsel and State Liaison Counsel shall begin implementing the Notice Plan. The Parties contemplate that, subject to Court approval, the Notice of Settlement provided to Settlement Class members will provide a period of forty-five (45) calendar days from the date of first mailing and/or publication of the Notice of Settlement in which Settlement Class members may request exclusion from the

Settlement Class or submit objections to final approval of the Settlement Agreement (the **"Notice Period"**).

D. **Final Approval Hearing.** At or before the time set by the Court in the Preliminary Approval Order for the settlement hearing to consider the final approval of this Settlement Agreement and the settlement embodied herein, Plaintiffs shall submit papers in support of the Court's final approval of this Settlement Agreement and the settlement embodied herein as fair, reasonable and adequate, and shall seek entry by the Court of the Final Judgment and Order. Each Representative shall have a reasonable opportunity to review and comment on any Party's settlement approval papers in advance of the filing.

V. SETTLEMENT ADMINISTRATION

A. **Investment Authority of Escrow Agent.** The Escrow Agent shall invest the Notice Fund, if at all, solely in short-term obligations of, or short-term obligations guaranteed by, the federal government of the United States of America or any of its departments or agencies, that may be readily liquidated without financial penalty if necessary to pay such Settlement Administration Costs as shall be reimbursable in accordance with this Settlement Agreement and with the Escrow Agreement; and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then current market rates. The Escrow Agent shall invest the Settlement Fund solely in obligations of, or obligations guaranteed by, the federal government of the United States of America or any of its departments or agencies, that may be readily liquidated without financial penalty if necessary to pay valid and timely claims of Settlement Class members, any further Court-approved notice or administrative costs in excess of the amount of the Notice Fund, and End-Payor Plaintiffs' fees and/or costs and/or incentive awards

approved by the Court; and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then current market rates.

B. **Court Jurisdiction Over Settlement Consideration.** The Settlement Consideration shall be deemed to be *in custodia legis* and shall remain subject to the jurisdiction of the Court until the Settlement Consideration is fully paid and distributed or returned to Defendants, or upon further order(s) of the Court.

C. **Tax Treatment of Notice and Settlement Funds and Escrow Accounts.**

1. To the fullest extent allowable under applicable law, the Escrow Accounts shall be treated, on a combined basis, as being at all times a "qualified settlement fund" (or "qualified settlement funds") within the meaning of Treas. Reg. § 1.468B-1. The Escrow Agent and, as required, the Parties, shall timely make such elections as are necessary or advisable to carry out the provisions of this Section V.C, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the sole responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

2. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with

respect to the Escrow Accounts and the amounts held in the Escrow Accounts (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)&(l)). Such returns (as well as the election described in Section V.C.1) shall be consistent with this Section V.C and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties, or tax detriments) on the income earned by the Escrow Accounts shall be paid out of the Escrow Accounts, in accordance with Section V.C.3.

3. All (i) federal, state or local taxes (including any estimated taxes, interest or penalties, or tax detriments) arising with respect to the income earned on or by the Settlement Fund, the Notice Fund or the Escrow Accounts, including any taxes, interest or penalties, or tax detriments, that may be imposed upon Defendants with respect to any income earned on or by the Settlement Fund, the Notice Fund or the Escrow Accounts for any period during which the Escrow Accounts (or any portion thereof) do not qualify as a "qualified settlement fund" for federal or state income tax purposes (**"Taxes"**), and (ii) expenses and costs incurred in connection with the administration of tax matters for the Settlement Fund, the Notice Fund and the Escrow Accounts and the operation and implementation of this Section V.C (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section V.C) (**"Tax Expenses"**), shall be paid first out of the Notice Fund.

To the extent that the amount then held in the Notice Fund is not sufficient to pay all Taxes and Tax Expenses then due and owing, subject to Section III.D of this Settlement Agreement, the excess amount of such Taxes and Tax Expenses shall be paid out of the Settlement Fund; *provided* that, in lieu of the joint written notice required by Sections VI.B.1 and VI.B.2 of this Settlement Agreement with respect to Settlement Administration Costs other than Taxes and Tax Expenses, the Escrow Agent shall notify the Representatives in writing of the fact and amount of any such payment of Taxes and/or Tax Expenses out of the Notice Fund and/or the Settlement Fund (and any withholding pursuant to Section V.C.4) that occurs prior to the Effective Date.

4. Taxes and Tax Expenses shall be timely paid by the Escrow Agent out of the Notice Fund (and then, to the extent set forth in Section V.C.3, the Settlement Fund), without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution out of the Notice Fund (and then, to the extent set forth in Section V.C.3, the Settlement Fund) any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)).

5. The Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section V.C. For purposes of this

Section V.C, references to the Notice Fund, the Settlement Fund and the Escrow Accounts shall include (i) the Notice Fund, the Settlement Fund, or the Escrow Accounts and (ii) any earnings thereon.

D. **Limitation on Responsibility and Liability for Transactions Involving the Settlement Consideration or the Escrow Accounts.** The Parties expressly agree and acknowledge that neither Defendants nor their representatives shall have any responsibility or liability for any distributions of the Settlement Consideration or any interest or amount that may be earned thereon, or any reporting requirements that may relate thereto or to the Escrow Accounts. Except as set forth in Sections V.C, VI.A.4 and VI.B.4, the Escrow Agent shall distribute monies from the Notice Fund only on written directions signed by all of the Representatives that comply with the terms of this Settlement Agreement and the Escrow Agreement. Except as otherwise provided in Sections III.D, V.A, V.C, VI.A.4, VI.B.4 and Articles IX and X of this Settlement Agreement, prior to the Effective Date, the Escrow Agent shall not expend, pay, loan, remove, reduce, distribute, invest or dissipate in any manner any monies from the Settlement Fund. After the Effective Date, written directions or approval by Defendants or their counsel shall not be required for distribution of monies from the Settlement Fund, and, except as set forth in Section V.C, the Escrow Agent shall distribute monies from the Settlement Fund only on written directions signed by Plaintiffs' Co-Lead Counsel and State Liaison Counsel that comply with Court order and the terms of this Settlement Agreement and the Escrow Agreement. No Party or its counsel and no Representative shall have any liability to any person for any distribution or payment from the Settlement Consideration made substantially in accordance with this Settlement Agreement and any order of the Court.

VI. SETTLEMENT DISBURSEMENTS

A. **Payments By the Escrow Agent.** The Escrow Agent shall have the following responsibilities:

1. Separately maintaining the Notice Fund in the Notice Fund Escrow Account and the Settlement Fund in the Settlement Fund Escrow Account and investing each in accordance with Section V.A of this Settlement Agreement and with the Escrow Agreement; and

2. Paying out of the Notice Fund, in accordance with orders of the Court and the terms of the Escrow Agreement and subject to Section VI.B.1 of this Settlement Agreement, to the settlement administrator appointed by the Court such Settlement Administration Costs (other than Taxes or Tax Expenses) as shall be reimbursable in accordance with this Settlement Agreement and with the Escrow Agreement; and

3. Paying out of the Settlement Fund, to the extent permitted by Section III.D of this Settlement Agreement, in accordance with the terms of the Escrow Agreement and subject to Sections III.D and VI.B.2 of this Settlement Agreement, any reimbursable Excess Costs (other than Taxes or Tax Expenses) to the settlement administrator appointed by the Court; and

4. Paying out of the Notice Fund (and then, to the extent set forth in Sections V.C.3 and III.D, the Settlement Fund) any Taxes and/or Tax Expenses due on or with respect to the Notice Fund, the Settlement Fund or the Escrow Accounts; and

5. Paying to the Defendants any unused amount of the Notice Fund in accordance with Section III.A of this Settlement Agreement; and

6. Paying to the Defendants the Termination Refund following the occurrence of an Event of Termination, the failure of a condition precedent, or the Sunset Date, as those terms are defined in Articles IX and X of this Settlement Agreement; and

7. Subject to Section VI.B.7, paying to Plaintiffs' Co-Lead Counsel out of the Settlement Fund the amount of all attorneys' fees and expenses awarded by the Court to counsel for the End-Payor Plaintiffs and the Settlement Class and the amount of any incentive award awarded by the Court to any End-Payor Plaintiff for its services as class representative; and

8. Subject to Section VI.B.7, paying to the Plaintiff States and to the members of the Settlement Class out of the Settlement Fund the settlement distributions approved by the Court, as determined pursuant to the Court-approved plan of distribution and by the settlement administrator approved by the Court on recommendation of Plaintiffs' Co-Lead Counsel and State Liaison Counsel; and

9. Paying any surplus that may remain in the Settlement Fund after distributions to Plaintiff States and members of the Settlement Class in payment of valid and timely claims, to the persons or entities determined by the Court in the exercise of its reasonable discretion and in accordance with Section III.G of this Settlement Agreement.

B. **Timing of Payments By the Escrow Agent.** The Escrow Agent shall make the payments identified in Section VI.A at the following times:

1. After the Court's entry of the Preliminary Approval Order and Defendants' deposit of the Notice Payment with the Escrow Agent pursuant to Section III.A, the payments identified in Section VI.A.2 of this Settlement Agreement (a) as (and only to the extent that) such costs are incurred and (b) within five (5) business days following receipt by the Escrow Agent of joint written notice signed by the Representatives advising the Escrow Agent of the amount of reimbursable Settlement Administration Costs in accordance with Section VI.A.2 of this Settlement Agreement and directing the Escrow Agent to pay the amounts so disclosed from the Notice Fund; *provided* that the aggregate amount of all such Settlement Administration Costs that shall be reimbursable shall not exceed Two Million and no/100 Dollars ($2,000,000.00) (plus any interest that shall have accrued on the Notice Fund).

2. After the Excess Commencement Date, the payments identified in Section VI.A.3 of this Settlement Agreement (a) as (and only to the extent that) such costs are incurred after the Court's entry of the Preliminary Approval Order and (b) within five (5) business days following receipt by the Escrow Agent of joint written notice signed by the Representatives advising the Escrow Agent of the amount of reimbursable Excess Costs in accordance with Sections III.D and VI.A.3 of this Settlement Agreement and directing the Escrow Agent to pay the amounts so disclosed from the

Settlement Fund; *provided* that the aggregate amount of all such Excess Costs that shall be reimbursable shall not exceed Five Hundred Thousand and no/100 Dollars ($500,000.00).

3. Upon receipt of any invoice for Settlement Administration Costs or for Excess Costs, each Representative shall use its reasonable best efforts to review such invoice, to ensure that such invoice complies with all requirements of the Escrow Agreement and this Settlement Agreement, to raise and respond to any questions presented by such invoice, and to either approve such invoice or to object in writing to any portion of such invoice, within 30 days after receipt by such Representative of such invoice.

4. The payments identified in Section VI.A.4 at the time or times, in the manner and on the terms and conditions described in Section V.C of this Settlement Agreement.

5. In the event that Defendants shall become entitled to a refund of any unused amount of the Notice Fund (as described and defined in Sections III.A and VI.A.5 of this Settlement Agreement), the Escrow Agent shall pay that amount to Defendants at the time provided in Section III.A.

6. In the event that Defendants shall become entitled to a Termination Refund (as described and defined in Sections VI.A.6 and X.C of this Settlement Agreement), the Escrow Agent shall pay that amount to Defendants at the time provided in Section X.C.

7. After the Effective Date, the Escrow Agent shall pay the amounts provided in Sections VI.A.7 and VI.A.8 in accordance with the written directions of Plaintiffs' Co-Lead Counsel and State Liaison Counsel.

8. After distributions to Plaintiff States and members of the Settlement Class in payment of valid and timely claims, the Escrow Agent shall pay the amounts provided for in Section VI.A.9 at the time or times, in the manner and on the terms and conditions determined by the Court in the exercise of its reasonable discretion and in accordance with Section III.G of this Settlement Agreement.

VII. COOPERATION AND IMPLEMENTATION

A. **Reasonable Best Efforts.** All Parties and their counsel agree to recommend approval of this Settlement Agreement by the Court and to undertake their reasonable best efforts, including all steps and efforts detailed in this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to expeditiously effectuate and carry out the terms of this Settlement Agreement. The Parties and their counsel shall not encourage anyone to object to this Settlement Agreement or to request exclusion from the Settlement Class.

B. **Stay of Discovery.** The Parties agree that all discovery relating to the Released Claims and the Complaints is stayed.

C. **Public Statements.** The date and timing of the initial press releases will be set by mutual agreement of the Representatives.

VIII. BENEFIT AND BINDING EFFECT

The terms of this Settlement Agreement shall be binding on, and shall inure to the benefit of, the Parties and their successors and assigns. The Parties expressly disclaim any intention to create rights under this Settlement Agreement that may be enforced by any other person under any circumstances whatsoever, except as provided in this Settlement Agreement.

IX. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

A. **Conditions to Effectiveness.** This Settlement Agreement and the settlement embodied herein shall be deemed to have become final, binding and effective as to the Parties and members of the Settlement Class that do not validly and timely request exclusion from the Settlement Class (**"Effective"**) only upon the satisfaction of each of the following conditions:

1. Execution of this Settlement Agreement by (i) all of the End-Payor Plaintiffs and (ii) each of the Defendants and (iii) each of the 50 states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, and all possessions and territories of the United States of America;
2. Execution of the Escrow Agreement by all parties thereto;
3. Receipt by the Escrow Agent of the Notice Payment and the Settlement Payment from Defendants pursuant to Sections III.A and III.C of this Settlement Agreement;
4. Entry of certification by the Court, for settlement purposes only, of the Settlement Class without any change to the form provided in the Preliminary Approval Order annexed hereto as Attachment B;

5. Entry by the Court of the Preliminary Approval Order without any material change (subject to the limitation in Section IX.A.4);

6. Expiration of the Opt-Out Deadline;

7. No termination of this Settlement Agreement by Defendants in any manner permitted and within the time contemplated by this Settlement Agreement and/or Rider A hereto;

8. Final approval by the Court of this Settlement Agreement without any material change;

9. Entry by the Court of the Final Judgment and Order without any material change; and

10. Either:

   a. 30 days having elapsed following the entry of the Final Judgment and Order, if no notice of appeal with respect to the Final Judgment and Order has been timely filed with the district clerk for the Court; or

   b. If one or more notices of appeal are timely filed with the district clerk for the Court, dismissal of all such appeals or affirmance of the Final Judgment and Order and this Settlement Agreement in all respects subject to no further right of review.

B. **Effective Date.** Subject to the limitations set forth in Section IX.C of this Settlement Agreement, the date on which all of the conditions enumerated in this Article IX shall have been satisfied shall be the **"Effective Date"** of this Settlement Agreement.

C. **Failure of Condition Precedent.** In the event that any condition enumerated in this Article IX (i) shall fail or (ii) shall fail to be satisfied on or before December 31, 2006 (the **"Sunset Date"**), this Settlement Agreement and the settlement embodied herein shall not become Effective and shall terminate by operation of law. At any time following the failure of any condition enumerated in this Article IX or the failure of any such condition to be satisfied as of the Sunset Date (except for any such failure resulting from events directly and solely controlled by a Party whose Representative purports to provide the notice contemplated by this section or directly and solely controlled by such Representative), a Representative may provide written notice (**"Sunset Notice"**) to the other Representatives and to the Escrow Agent in the manner provided in Section X.B of this Settlement Agreement for Notice of Termination. In the event that a dispute arises among the Representatives as to whether any condition enumerated in this Article IX shall have failed to be satisfied in the manner or time provided in this Article IX or whether any Sunset Notice was properly provided in accordance with this Settlement Agreement, the Representatives shall confer in a good faith effort to resolve by agreement the disputed issues without the intervention of the Court. In the event that the Representatives are unable to reach agreement, any Representative may submit any such disputed issue for resolution by the Court by motion filed with the Court within 30 days after receipt of such Sunset Notice or such later time as the Representatives shall mutually agree to in writing.

X. TERMINATION

A. **Events of Termination.** Except as otherwise provided in this Article X or in Rider A to this Settlement Agreement, a Representative shall have the right to terminate this Settlement Agreement in the event that (a) any of the following events (each an **"Event of Termination"**) shall have occurred before the Effective Date and (b) such event shall not have

occurred as a result of events directly and solely controlled by such Representative or by any Party on whose behalf such Representative acts within the meaning of Section I.OO of this Settlement Agreement:

1. A Plaintiff State that has executed this Settlement Agreement subsequently is permitted to (a) rescind its execution of, (b) renounce, or (c) withdraw from this Settlement Agreement; or

2. A Voidable Event (as that term is defined in Rider A to this Settlement Agreement) shall have occurred.

B. **Exercise of Right of Termination.** Following an Event of Termination described in Section X.A.1 of this Settlement Agreement or a Voidable Event described in Paragraph I.B.1 of Rider A to this Settlement Agreement, Defendants may terminate this Settlement Agreement by providing written notice (**"Notice of Termination"**) to Plaintiffs' Co-Lead Counsel and State Liaison Counsel and to the Escrow Agent (to the address provided in the Escrow Agreement). Following an Event of Termination described in Section X.A.2 of this Settlement Agreement (other than a Voidable Event described in Paragraph I.B.1 of Rider A, as to which only Defendants shall be entitled to terminate this Settlement Agreement), and subject to the limitations provided in Section X.A of this Settlement Agreement, a Representative may terminate this Settlement Agreement by providing written Notice of Termination to the other Representatives and to the Escrow Agent (to the address provided in the Escrow Agreement). A Notice of Termination authorized by this Article X may be provided at any time prior to the Effective Date (the **"Exercise Period"**). Notice of Termination will be deemed to have been timely provided to the recipients named herein upon the occurrence of any of the following actions within the Exercise Period:

1. service of Notice of Termination upon such recipient (if given personally); or

2. deposit of Notice of Termination with the courier (if given by express courier); or

3. transmission of Notice of Termination to such recipient by facsimile transmission (if given by facsimile transmission followed by postage prepaid mail).

The Exercise Period shall be subject to extension (a) by the Court for good cause shown or (b) to the next business day following the end of the Exercise Period (as it may be extended in accordance with the immediately preceding clause) in the event that the last day of such period falls on a Saturday, a Sunday or a "legal holiday" within the meaning of Fed. R. Civ. P. 6(a) or (c) by written agreement among the Representatives. In the event that a dispute arises among the Representatives as to whether any Event of Termination described in this Article X or in Rider A shall have occurred or whether any Notice of Termination was properly provided in accordance with this Settlement Agreement, the Representatives shall confer in a good faith effort to resolve by agreement the disputed issues without the intervention of the Court. In the event that the Representatives are unable to reach agreement, any Representative (other than a Representative described in clause (b) of Section X.A) may submit any such disputed issue for resolution by the Court by motion filed with the Court within 30 days after receipt of such Notice of Termination or such later time as the Representatives shall mutually agree to in writing.

C. **Termination Refund.** Within ten (10) business days following the date on which any Representative provides Notice of Termination in accordance with Section X.B or Sunset Notice in accordance with Section IX.C, Plaintiffs shall cause the Escrow Agent to, and the

Escrow Agent shall, repay to the Defendants the sum of (1) any unused amount of the Notice Fund (including interest accrued thereon) existing on the date of such Notice of Termination or Sunset Notice plus (2) the unused amount of the Settlement Fund (including all interest accrued thereon) (the **"Termination Refund"**).

D. **Effect of Exercise of Termination Rights on Litigation.** Upon the exercise by any Representative of the right to terminate this Settlement Agreement as provided in this Article X or a termination of this Settlement Agreement in the manner described in Article IX, this Settlement Agreement shall become null and void, shall have no further force and effect, and the Plaintiffs shall retain full rights to assert any and all Claims against the Releasees, and the Releasees shall retain any and all defenses thereto. These actions shall thereupon revert to their procedural and substantive status prior to the date of execution hereof and shall proceed as if this Settlement Agreement, and all other related orders and papers, including the Injunction, had not been executed. In such event, the Representatives shall jointly request that any order contemplated hereby, including the Injunction, which shall have been entered, be vacated and that the Court enter an order authorizing the Parties to resume and complete discovery in these actions. Certification of the Settlement Class shall be vacated and rendered null and void, and the Defendants' position that this action may not properly be maintained as a class action shall not be prejudiced or compromised by their participation in efforts to seek approval of this Settlement Agreement, the settlement embodied herein, or any other Settlement Document.

XI. MISCELLANEOUS

A. **Entire Agreement.** This Settlement Agreement, the attachments hereto and Rider A to the Settlement Agreement (collectively, the **"Settlement Documents"**) contain the entire agreement and understanding of the Parties. There are no additional promises,

understandings or terms of the Settlement Agreement other than those contained herein. The Settlement Documents supersede and render of no effect all other oral or written communications concerning the subject matter hereof.

B. **Modification; Waiver.** The terms or provisions of this Settlement Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in a writing duly signed by all Parties with the consent of the Court. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions hereof, and that Party, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement to be performed by the other Party.

C. **Authority.** The undersigned counsel for each of the Parties hereby represents and warrants that he or she is authorized to enter into this Settlement Agreement on behalf of that Party. Each of the Plaintiffs hereby represents and warrants that it has not assigned, and that it shall not assign at any time on or before the Opt-Out Deadline, nor shall it attempt or purport to assign after the Opt-Out Deadline, any Released Claim or any right, title or interest in or to any Released Claim, to any person or entity who is not included among the Releasors. State Liaison Counsel and the Plaintiff States hereby represent and warrant, and agree and acknowledge, that State Liaison Counsel is hereby authorized to act on behalf of, and to bind, each Plaintiff State with respect to any action that State Liaison Counsel is required or permitted to take on behalf of the Plaintiff States by this Settlement Agreement or any other Settlement Document. Plaintiffs' Co-Lead Counsel and the End-Payor Plaintiffs hereby represent and warrant, and agree and acknowledge, that Plaintiffs' Co-Lead Counsel is hereby authorized to act on behalf of, and to bind, each End-Payor Plaintiff with respect to any action that Plaintiffs' Co-Lead Counsel is

required or permitted to take on behalf of the End-Payor Plaintiffs by this Settlement Agreement or any other Settlement Document.

D. **No Party is the Drafter.** The Settlement Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

E. **Execution in Counterparts.** The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court. This Settlement Agreement may be validly executed and delivered by fax or other electronic transmission; *provided* that any such facsimile or electronic signature shall be followed promptly thereafter by delivery of corresponding originally executed signature pages to the Court and to the Representatives of the other Parties to this Settlement Agreement.

F. **Notice.** Any and all notices, requests, consents, directives, or communications by any Party intended for any other Party shall be in writing and shall, unless expressly provided otherwise herein, be given personally, or by express courier, or by postage prepaid mail, or by facsimile transmission followed by postage prepaid mail, to the following Representatives, and shall be addressed as follows:

To End-Payor Plaintiffs:

Arthur M. Kaplan, Esq.
Fine, Kaplan and Black, RPC
1845 Walnut Street, 23rd Floor
Philadelphia, Pennsylvania 19103
Tel: 215-567-6565
Fax: 215-568-5872

Joseph H. Meltzer, Esq.
Schiffrin & Barroway, L.L.P.

Three Bala Plaza East, Suite 400
Bala Cynwyd, Pennsylvania 19004
Tel: 610-667-7706
Fax: 610-667-7056

Plaintiffs' Co-Lead Counsel

To Plaintiff States:

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Director, Antitrust Division
Elizabeth G. Arthur, Esq.
Assistant Attorney General
Office of the Attorney General
State of Florida
The Capitol
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Tallahassee, Florida 32399-1050
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Kim Van Winkle, Esq.
Assistant Attorney General
Antitrust and Civil Medicaid Fraud Division
Office of the Attorney General
State of Texas
P.O. Box 12548
Austin, Texas 78711-2548
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State Liaison Counsel

To Akzo and Organon:

Joseph Rebein, Esq.
Shook, Hardy & Bacon LLP
2555 Grand Boulevard
Kansas City, Missouri 64108-2613
Tel: 816-474-6550
Fax: 816-421-5547

Counsel to Defendants

Any of the Parties may, from time to time, change the address to which such notices, requests, consents, directives, or communications are to be delivered, by giving the other Parties prior written notice of the changed address, in the manner hereinabove provided, ten (10) calendar days before the change is effective.

G. **Governing Law; Consent to Jurisdiction.** This Settlement Agreement, including, but not limited to, the releases contained herein, shall be governed by, and construed in accordance with, the laws of the State of New Jersey without regard to its conflict of laws principles. The Parties to this Settlement Agreement agree that the Final Judgment and Order shall provide that the Court shall retain jurisdiction to enforce all provisions and terms of this Settlement Agreement. This Settlement Agreement shall be enforced in the United States District Court for the District of New Jersey. The Parties, on behalf of themselves and the settling members of the Settlement Class, waive any objection that each of them may now have or hereafter have to the venue of any such suit, action or proceeding and irrevocably consent to the jurisdiction of the Court and agree to accept and acknowledge service in any such suit, action or proceeding.

H. **No Admission.** Neither this Settlement Agreement, nor anything contained herein or contemplated hereby, nor any proceedings undertaken in accordance with the terms set forth herein, shall be construed as or deemed to be evidence of or an admission or concession by either Defendant as to the validity of any claim that has been or could have been asserted against any Defendant or as to any liability by any Defendant, which liability is hereby expressly denied and disclaimed by Defendants, nor construed as or deemed to be evidence of or an admission or concession by any Plaintiff as to the absence of validity of any such claim or as to the validity of any defense. Neither this Settlement Agreement, nor any of its provisions, nor any statement or

document made or filed in connection herewith, shall be filed, offered, received in evidence or otherwise used in any action or proceeding or in any arbitration, except in connection with the Parties' application for approval or enforcement of this Settlement Agreement and all proceedings incident thereto.

I. **Return or Destruction of Discovery Materials; Resisting Disclosure Requests.** Except as otherwise permitted by the Court upon good cause shown (with appropriate provisions to preserve the confidentiality of any documents not returned to any Party):

1. within sixty (60) calendar days after the Effective Date, the Plaintiffs shall destroy or return all Discovery Materials produced in these actions by either Defendant to counsel for Defendants. In the event that any Plaintiff State is served with a freedom of information act or similar request, or with any subpoena or other legal process, requesting or requiring it to provide confidential or proprietary information relating to this matter or information produced by Defendants, that Plaintiff State shall immediately inform the Defendants of the request, subpoena or legal process, shall decline to waive any privileges and objections to disclosure as may exist, and shall reasonably cooperate with the Defendants who shall have the right and responsibility to challenge such request, subpoena or legal process; and

2. within sixty (60) calendar days after the later of (a) the Effective Date or (b) the termination with no right of appeal of any litigation consolidated or coordinated with, or asserting claims comparable to or arising out of the same operative facts as those alleged in, any Complaint, the Defendants

shall destroy or return all Discovery Materials produced in these actions by any Plaintiff to Plaintiffs' Co-Lead Counsel.

Each Party acknowledges and agrees that, pursuant to the Protective Order, nothing in this Settlement Agreement nor in the settlement contemplated hereby shall relieve any of them of their ongoing obligation to maintain both the confidentiality and the restrictions on use of anything disclosed pursuant to or in reliance upon the Protective Order.

J. **Enforcement of Settlement Agreement and Releases.** Once Effective, this Settlement Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims. The Parties agree that for any such proceeding, the Court or any court of competent jurisdiction may enter an injunction restraining prosecution of such proceeding.

K. **No Penalty or Fine.** The Parties agree and acknowledge that nothing paid in respect of the Settlement Consideration nor any other part of this Settlement Agreement (including Rider A hereto) constitutes or shall in any way be deemed a payment of a penalty or a fine of any kind. The Parties further acknowledge and agree Defendants are making all payments of Settlement Consideration described in this Settlement Agreement solely as compensatory damages. Plaintiff States have not included the imposition of criminal or civil fines or penalties (or payments in lieu thereof) as part of this settlement. Payments hereunder do not constitute, nor shall they be construed as or treated as, payments in lieu of treble damages, fines, penalties, punitive recoveries or forfeitures.

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

IN WITNESS WHEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement, the attachments hereto, Rider A to this Settlement Agreement, and the settlement embodied herein and therein, on the date first above herein written.

END-PAYOR PLAINTIFFS

By: _____

Arthur M. Kaplan, Esq.
FINE, KAPLAN AND BLACK, RPC
1845 Walnut Street, 23rd Floor
Philadelphia, Pennsylvania 19103
Tel: 215-567-6565
Fax: 215-568-5872

By: _____

Joseph H. Meltzer, Esq.
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Three Bala Plaza East, Suite 400
Bala Cynwyd, Pennsylvania 19004
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Fax: 610-667-7056

Plaintiffs' Co-Lead Counsel, for United Food and Commercial Workers Local 56 Health & Welfare Fund, Board of Trustees of United Food and Commercial Workers Local 56 Health & Welfare Fund, Vista Healthplan, Inc., Gayle Taylor, Dianne Mason and Robert Kapella

AKZO NOBEL N.V.

By: _____

Joseph Rebein, Esq.
SHOOK, HARDY & BACON LLP
2555 Grand Boulevard
Kansas City, Missouri 64108-2613
Tel: 816-474-6550
Fax: 816-421-5547

Counsel for Defendants

IN WITNESS WHEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement, the attachments hereto, Rider A to this Settlement Agreement, and the settlement embodied herein and therein, on the date first above herein written.

END-PAYOR PLAINTIFFS

By: Allen R. Black
for Arthur M. Kaplan, Esq.
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1845 Walnut Street, 23rd Floor
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Plaintiffs' Co-Lead Counsel, for United Food and Commercial Workers Local 56 Health & Welfare Fund, Board of Trustees of United Food and Commercial Workers Local 56 Health & Welfare Fund, Vista Healthplan, Inc., Gayle Taylor, Dianne Mason and Robert Kapella

AKZO NOBEL N.V.

By: Joseph Rebein
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Kansas City, Missouri 64108-2613
Tel: 816-474-6550
Fax: 816-421-5547

Counsel for Defendants

IN WITNESS WHEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement, the attachments hereto, Rider A to this Settlement Agreement, and the settlement embodied herein and therein, on the date first above herein written.

END-PAYOR PLAINTIFFS

By: _____

Arthur M. Kaplan, Esq.
FINE, KAPLAN AND BLACK, RPC
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Philadelphia, Pennsylvania 19103
Tel: 215-567-6565
Fax: 215-568-5872

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Plaintiffs' Co-Lead Counsel, for United Food and Commercial Workers Local 56 Health & Welfare Fund, Board of Trustees of United Food and Commercial Workers Local 56 Health & Welfare Fund, Vista Healthplan, Inc., Gayle Taylor, Dianne Mason and Robert Kapella

AKZO NOBEL N.V.

By: _____

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Kansas City, Missouri 64108-2613
Tel: 816-474-6550
Fax: 816-421-5547

Counsel for Defendants

STATE LIAISON COUNSEL

By: _____

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Elizabeth G. Arthur, Esq.
Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL
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The Capitol, Plaza Level One
Tallahassee, Florida 32399-1050
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By: _____

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Antitrust and Civil Medicaid Fraud Division
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P.O. Box 12548
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By: _____

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Kansas City, Missouri 64108-2613
Tel: 816-474-6550
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Counsel for Defendants

STATE LIAISON COUNSEL

By: _____

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Director, Antitrust Division
Elizabeth G. Arthur, Esq.
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Tallahassee, Florida 32399-1050
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By: _____

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ORGANON USA INC.

By: _____

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Fax: 816-421-5547

Counsel for Defendants

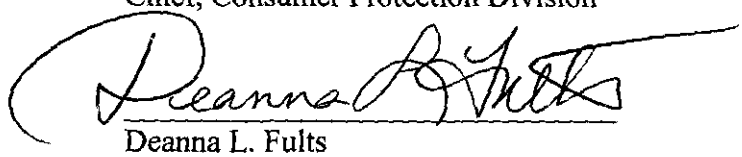
Signature block for Plaintiff State of Alabama in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: _____, 2004

Respectfully submitted,

TROY KING
Attorney General of Alabama

DEANNA L. FULTS
Assistant Attorney General
Chief, Consumer Protection Division



Deanna L. Fults
Assistant Attorney General
Chief of Consumer Protection Division
Office of the Attorney General
11 South Union Street
Montgomery, AL 36130
(334) 353-5344
(334) 242-2433 (Facsimile)

Signature block for Plaintiff State of Alaska in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: Sept. 21, 2004

Respectfully submitted,

STATE OF ALASKA
GREGG D. RENKES
ATTORNEY GENERAL

By:

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Assistant Attorney General
Alaska Bar No. 8703006.
1031 W. 4th Avenue, Suite 200
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(907) 276-8554 (Facsimile)

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Department of Legal Affairs
American Samoa Government
P.O. Box 7
Pago Pago, American Samoa 96799

HON. TOGIOLA T.A. TULAFONO
GOVERNOR
HON. AITOFELE T.F. SUNIA
LT. GOVERNOR

FITI A. SUNIA
ATTORNEY GENERAL
Phone: (684) 633-4163
Fax: (684) 633-1838

October 18, 2004

FITI A. SUNIA
ATTORNEY GENERAL

Office of the Attorney General
P.O. Box 7
Executive Office Building
Utueli, American Samoa 96799

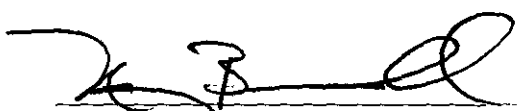
Telephone: (684) 633-4163
Telefax no.:(684) 633-1838

Signature block for Plaintiff State of Arizona in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V. In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: 9/20, 2004

Respectfully submitted,

TERRY GODDARD
Attorney General of Arizona



Nancy M. Bonnell
Antitrust Unit Chief
Public Advocacy Division
Office of the Attorney General
1275 West Washington
Phoenix, Arizona 85007-2926
(602) 542-7728
(602) 542-9088 (Facsimile)

Signature block for Plaintiff State of Arkansas in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: June 1, 2004

Respectfully submitted,

MIKE BEEBE
Attorney General of Arkansas

TERESA MARKS
Deputy Attorney General
Public Protection Department

Bradford J. Phelps
Assistant Attorney General
Antitrust Division
Office of the Attorney General of Arkansas
323 Center Street
Suite 200
Little Rock, AR 72201
501/682-3625
501/682-8118 (Facsimile)

Settlement Agreement

by and among Plaintiff States,
End-Payor Plaintiffs, Organon USA, Inc.
and Akso Nobel N.V.
September ___, 2004

STATE OF ALABAMA

By: _____
Name:
Title:
Address:

Tel:
Fax:

STATE OF ARIZONA

By: _____
Name:
Title:
Address:

Tel:
Fax

STATE OF ALASKA

By: _____
Name:
Title:
Address:

Tel:
Fax:

STATE OF ARKANSAS

By: _____
Name:
Title:
Address:

Tel:
Fax:

TERRITORY OF SAMOA

By: _____
Name:
Title:
Address:

Tel:
Fax:

STATE OF CALIFORNIA

By: _____
Name: Lindsay Bower
Title: Deputy Attorney General
Address: Attorney General's Office
455 Golden Gate Avenue
Suite 11000
San Francisco, CA 94102
Tel: (415) 703-5517
Fax: (415) 703-5480

Signature block for Plaintiff State of Colorado in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 28, 2004

Respectfully submitted,

KEN SALAZAR
Attorney General of Colorado

DEVIN M. LAIHO
Assistant Attorney General

Office of the Attorney General of Colorado
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Email: Devin.Laiho@state.co.us
Voice: 303-866-5079
Fax: 303-866-4916

Signature block for Plaintiff State of Connecticut in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 29, 2004

Respectfully submitted,

RICHARD BLUMENTHAL
Attorney General of Connecticut

MICHAEL E. COLE
Antitrust Department Head
Assistant Attorney General

Arnold B. Feigin
Assistant Attorney General
Antitrust Department
Office of the Attorney General
55 Elm Street
Hartford, CT 06106
Tel: (860) 808-5040
Fax: (860) 808-5033

Signature block for Plaintiff State of Delaware in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 29, 2004

Respectfully submitted,

M. JANE BRADY
Attorney General of Delaware

Michael A. Undorf
Deputy Attorney General
Fraud and Consumer Protection Division
Office of the Attorney General
820 North French Street, 5th Floor
Wilmington, DE 19801
Telephone: (302) 577-8924
Facsimile: (302) 577-6987

Signature block for Plaintiff District of Columbia in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Respectfully submitted,

ROBERT J. SPAGNOLETTI
Attorney General for the District of Columbia

DAVID M. RUBENSTEIN
Deputy Attorney General
Public Safety Division

BENNETT RUSHKOFF
Chief, Consumer and Trade Protection Section

ANIKA SANDERS COOPER
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Office of the Attorney General
441 4th Street, NW, Suite 450N
Washington, DC 200001
PH: (202) 727-6241
FAX: (202) 727-6546
Anika.Cooper@dc.gov

Attorneys for the District of Columbia

Dated: September 23, 2004

Signature block for Plaintiff State of Georgia in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: 10/5, 2004

Respectfully submitted,

THURBERT E. BAKER
Georgia Bar No. 033887
Attorney General of Georgia

ISAAC BYRD
Georgia Bar No. 101150
Deputy Attorney General

SIDNEY R. BARRETT, JR.
Georgia Bar No. 039752
Senior Assistant Attorney General
40 Capitol Square, S.W.
Atlanta, Georgia 30334
404.656.3202

DOUGLAS B. MOYLAN, Guam, U.S.A., in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated this 12 day of October, 2004

Respectfully submitted,

DOUGLAS B. MOYLAN
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Office of the Attorney General of Guam
Suite 2-200E, Judicial Center Building
120 West O'Brien Drive
Hagatna, Guam 96910
Telephone No.: (671) 475-3324
Fax No.: (671) 472-2493

AG_Data\Litigation\Data\Guthrie\settlement agreement re Remeron

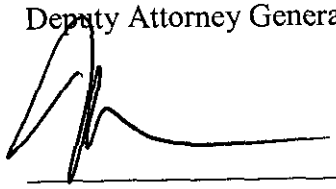
Dated: June 21, 2004

Respectfully submitted,

MARK J. BENNETT
Attorney General of Hawaii

RICHARD T. BISSEN, Jr.
First Deputy Attorney General

MICHAEL L. MEANEY
Deputy Attorney General

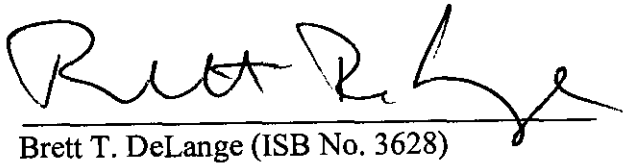


Mark J. Bennett
Attorney General
Department of the Attorney General
425 Queen Street
Honolulu, Hawaii 96813
808/586-1292
808/586-1239 (Facsimile)

Signature block for Plaintiff State of Idaho in
Settlement between and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Bobel N.V., in
In re Remeron End-Payor Antitrust Litigation., Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 17, 2004
Boise, Idaho

LAWRENCE G. WASDEN
ATTORNEY GENERAL
STATE OF IDAHO



Brett T. DeLange (ISB No. 3628)
Deputy Attorney General
Consumer Protection Unit
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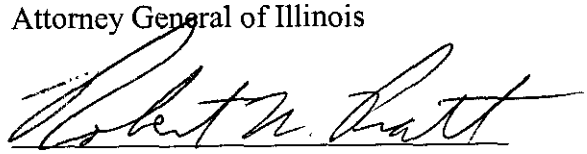
Len B. Jordan Building
650 W. State St., Lower Level
P. O. Box 83720
Boise, Idaho 83720-0010
Telephone: (208) 334-2424
FAX: (208) 334-2830

Signature block for Plaintiff State of Illinois in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: October 6, 2004

Respectfully submitted,

LISA MADIGAN
Attorney General of Illinois



Robert W. Pratt
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100 W. Randolph St.
13th Floor
Chicago, IL 60601
312/814-3722
312/814-1154 (Facsimile)

Signature block for Plaintiff State of Indiana in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 20, 2004

Respectfully submitted,

STEVE CARTER

Indiana Attorney General
Atty. No. 4150-64

By: Terry Tolliver

Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
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302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3300
Facsimile: (317) 233-4393

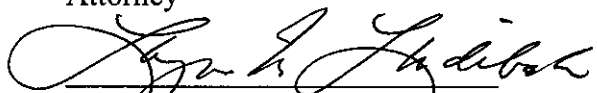
Signature block for Plaintiff State of Iowa in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: 9/14, 2004

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa

JOHN F. DWYER
Attorney



LAYNE M. LINDEBAK
Assistant Attorney General
Special Litigation Division
Iowa Department of Justice
Second Floor Hoover Office Building

Signature block for Plaintiff State of Kanas in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: Sept 29, 2004

Respectfully submitted,

PHILL KLINE
Attorney General of Kansas

Karl R. Hansen by Lila Nichoff

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Office of the Attorney General
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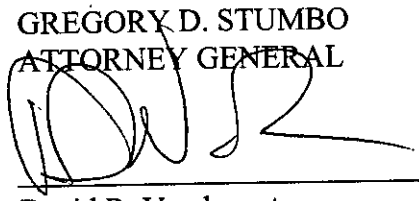
(785) 296-3131

Signature block for Plaintiff Commonwealth of Kentucky in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Respectfully submitted,

GREGORY D. STUMBO
ATTORNEY GENERAL



David R. Vandeventer
Assistant Attorney General
Consumer Protection Division
1024 Capital Center Dr.
Frankfort, KY 40601
(502) 696-5389
KBA# 72790

Dated: Oct 27, 2004

State of Louisiana
DEPARTMENT OF JUSTICE
P.O. BOX 94005
BATON ROUGE
70804-9005

CHARLES C. FOTI, JR.
ATTORNEY GENERAL

Signature block for Plaintiff State of Louisiana in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. And Akzo Nobel N.V.

In re Remeron End-Payor Antitrust Litigation, Master Docket N. 02-CV-2007 (D.N.J.)

Dated: September 17, 2004

Respectfully submitted,

CHARLES C. FOTI, JR.
Attorney General of Louisiana

By: Jane Bishop Johnson

Jane Bishop Johnson
Assistant Attorney General/Antitrust
Louisiana Department of Justice
1885 N. 3rd Street, 4th Floor
Baton Rouge, LA 70802
225/326-6465
225/326-6499 (Facsimile)

Signature block for Plaintiff State of Maine in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: June 16, 2004

Respectfully submitted,

G. STEVEN ROWE
Attorney General of Maine

CHRISTINA M. MOYLAN
Assistant Attorney General
Consumer Protection Division
6 State House Station
Augusta, Maine 04333-0006
(207) 626-8800 voice
(207) 624-7730 facsimile
Attorneys for State of Maine

Signature block for Plaintiff State of Maryland in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: Sept. 29, 2004

Respectfully submitted,

J. JOSEPH CURRAN, JR.
Attorney General of Maryland

Ellen S Cooper AAG

ELLEN S. COOPER
Assistant Attorney General
Chief, Antitrust Division
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Baltimore, Maryland 21202
410/576-6470
410/576-7830 (Facsimile)

PLAINTIFF STATES:

STATE OF KANSAS

By: _____
Name:
Title:
Address:

Tel:
Fax:

STATE OF KENTUCKY

By: _____
Name:
Title:
Address:

Tel:
Fax:

STATE OF LOUISIANA

By: _____
Name:
Title:
Address:

Tel:
Fax:

STATE OF MAINE

By: _____
Name:
Title:
Address:

Tel:
Fax:

STATE OF MARYLAND

By: _____
Name:
Title:
Address:

Tel:
Fax:

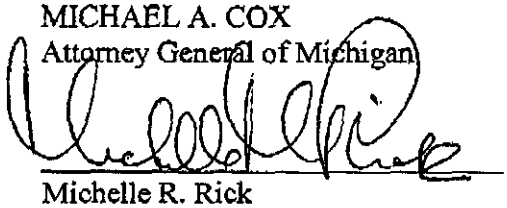
COMMONWEALTH OF MASSACHUSETTS

By: _____
Name: Judith A. Whiting
Title: Asst. Attorney General
Address: One Ashburton Place
Boston MA 02108
Tel: (617) 727-2200, ext. 2959
Fax: (617) 727-5765

Signature block for Plaintiff State of Michigan in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Respectfully submitted,

MICHAEL A. COX
Attorney General of Michigan

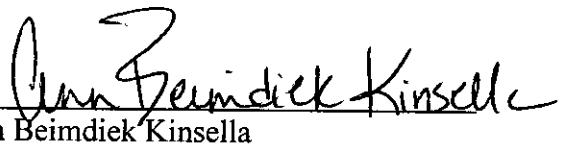


Michelle R. Rick
Assistant Attorney General
Special Litigation Division
P. O. Box 30755
Lansing, MI 48909
(517) 373-1123

Dated: September 21, 2004

In Re Remeron End-Payor Antitrust Litigation,
Master File No. 02-CV-2007
(U.S. District Court, District of New Jersey)

STATE OF MINNESOTA

By: 

Ann Beimdiek Kinsella
Assistant Attorney General
Manager Health/Antitrust Division
Minnesota Attorney General's Office
445 Minnesota Street
Suite 1200
St. Paul, MN 55101
(651) 296-6427 (voice)
(651) 282-5437 (fax)

AG: #1299036-v1

Signature block for Plaintiff State of Mississippi in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: October 4, 2004

Respectfully submitted,

JIM HOOD
Attorney General of Mississippi

C. GRANT HEDGEPETH
Special Assistant Attorney General
Consumer Protection Division – Director

Sondra S. McLemore

Sondra S. McLemore
Special Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
P.O. Box 22947
Jackson, MS 39225-2947
601/359-3748
601/359-4231 (Facsimile)

Signature block for Plaintiff State of Missouri in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Respectfully submitted,

JEREMIAH W. (JAY) NIXON
Attorney General

By: Anne E. Schneider
Antitrust Counsel
P. O. Box 899
Jefferson City, MO 65102
(573) 751-3321
(573) 751-7948 (facsimile)
Anne.Schneider@mail.ago.state.mo.us

Dated: September 29, 2004

Signature block for Plaintiff State of Montana in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: June 15, 2004

Respectfully submitted,

MIKE MCGRATH
Attorney General State of Montana

Cort Jensen
Special Assistant Attorney General
Consumer Protection and Antitrust Office
Department of Administration
1219 8th Ave
Helena, MT 59620
(406) 444-5439
(406) 444-9680 <fax>

Signature block for Plaintiff State of Nebraska in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,

In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated 16th day of September, 2004

Respectfully submitted,

JON BRUNING
Attorney General of Nebraska

Leslie C. Levy
Assistant Attorney General
Consumer Protection and Antitrust Division
Office of the Attorney General
2115 State Capitol
Lincoln, NE 68509
402-471-2683
402-471-2957 (Facsimile)

Signature block for Plaintiff State of Nevada in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: 10 June 04, 2004

Respectfully submitted,

BRIAN SANDOVAL
Attorney General of Nevada

Timothy Hay

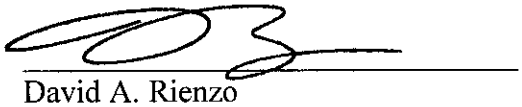
TIMOTHY D. HAY
Consumer Advocate
Chief Deputy Attorney General
Bureau of Consumer Protection
1000 E. William Street, Ste. 200
Carson City, NV 89701-3117
775 687-6300

Signature block for Plaintiff State of New Hampshire in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: 10/04, 2004

Respectfully submitted,

KELLY A. AYOTTE
Attorney General of New Hampshire



David A. Rienzo
Assistant Attorney General
Consumer Protection and Antitrust Bureau
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301
(603) 261-3643

Signature block for Plaintiff State of New Jersey in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 21, 2004

Respectfully submitted,

PETER C. HARVEY
Attorney General of New Jersey

Steven J. Zweig

Steven J. Zweig
Deputy Attorney General
Division of Criminal Justice
Antitrust and Procurement Fraud Unit
Office of the Attorney General
P. O. Box 086
Trenton, New Jersey 08625-00856
609/984-3878
609/633-7798 (Facsimile)

Signature block for Plaintiff State of New Mexico in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 30, 2004

Respectfully submitted,

PATRICIA A. MADRID
Attorney General of New Mexico

Deyonna Young
Assistant Attorney General
Litigation Division
Office of the Attorney General
111 Lomas Boulevard NW, Suite 300
Al;buquerque, New Mexico 87102
(505) 222-9089
(505) 222-9086 (Facsimile)

Signature block for Plaintiff State of New York in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: October 4, 2004

Respectfully submitted,

ELIOT SPITZER
Attorney General of the
State of New York

By: _____
Jay L. Himes
Bureau Chief
Antitrust Bureau
120 Broadway, Suite 26C
New York, New York 10271-0332

Signature block for Plaintiff State of Texas in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: October 1, 2004

Respectfully submitted,

ROY COOPER
Attorney General of North Carolina

K. D. Sturgis
Assistant Attorney General
Consumer Protection/Antitrust Division
North Carolina Department of Justice
114 W. Edenton Street
9001 Mail Service Center
Raleigh, NC 27699
919/716.6000
919/716.6050 (Facsimile)

PLAINTIFF STATES:

STATE OF NORTH DAKOTA

By: _____

Name: Todd A. Sattler
Title: Assistant Attorney General
Address: PO Box 1054
Bismarck, ND 58502-1054
Tel: (701) 328-5570
Fax: (701) 328-5568

STATE OF OREGON

By: _____

Name:
Title:
Address:

Tel:
Fax:

STATE OF OHIO

By: _____

Name:
Title:
Address:

Tel:
Fax:

COMMONWEALTH OF PENNSYLVANIA

By: _____

Name:
Title:
Address:

Tel:
Fax:

STATE OF OKLAHOMA

By: _____

Name:
Title:
Address:

Tel:
Fax:

COMMONWEALTH OF PUERTO RICO

By: _____

Name:
Title:
Address:

Tel:
Fax:

Signature block for Plaintiff Commonwealth of the Northern Mariana Islands in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,

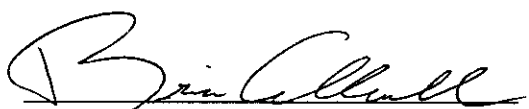
In re: Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: June 9, 2004

Respectfully submitted,

PAMELA BROWN
Attorney General of the Commonwealth of the Northern Mariana Islands

BENJAMIN SACHS
Chief, Civil Division



Brian R. Caldwell
Assistant Attorney General
Consumer Protection Section
Office of the Attorney General
Caller Box 10007, Capitol Hill
Saipan, MP. 96950
670/664-2338
670/664-2349 (Facsimile)

Signature block for Plaintiff State of Ohio in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

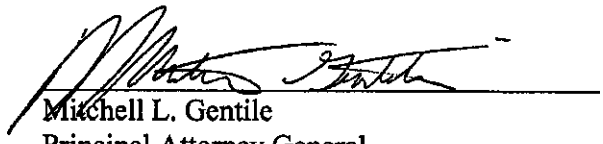
Dated: September 30, 2004

Respectfully submitted,

JIM PETRO
Attorney General of Ohio

JENNIFER L. PRATT
Senior Deputy Attorney General

BETH A. FINNERTY
Deputy Attorney General

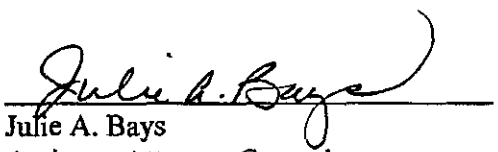


Mitchell L. Gentile
Principal Attorney General
Jennifer L. Edwards
Assistant Attorney General
Antitrust Section
Ohio Attorney General's Office
150 East Gay Street, 20th Floor
Columbus, Ohio 43215
614/466-4328
614/995-0266 (Facsimile)

Signature block for Plaintiff State of Oklahoma in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 28, 2004

W.A. DREW EDMONDSON
ATTORNEY GENERAL



Julie A. Bays
Assistant Attorney General
Consumer Protection Unit
4545 N. Lincoln Blvd., Suite 260
Oklahoma City, Oklahoma 73105
Phone: (405) 521-4274
Fax: (405) 528-1867

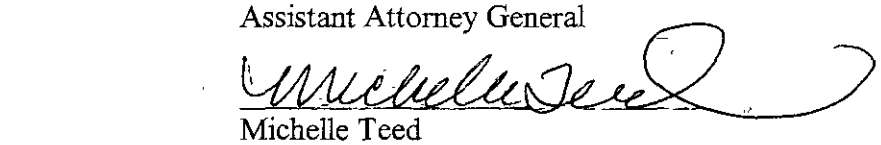
Signature block for Plaintiff State of Oregon in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 23rd, 2004

Respectfully submitted,

HARDY MYERS
Attorney General of Oregon

MICHELLE TEED
Assistant Attorney General



Michelle Teed
Assistant Attorney General
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096
(503) 947-4333
(503) 378-5017 (Facsimile)

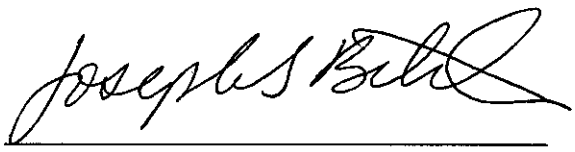
Signature Block for Plaintiff Commonwealth of Pennsylvania in Settlement Agreement By and Among Plaintiff States, End-Payor Plaintiffs, Organon USA, Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 10, 2004

Respectfully submitted,

GERALD J. PAPPERT
Attorney General for the Commonwealth of Pennsylvania

JAMES A. DONAHUE, III
Chief Deputy Attorney General
Antitrust Section



Joseph S. Betsko
Deputy Attorney General
Antitrust Section
Pennsylvania Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120
(717) 787-4530
(717) 787-705-7110 (facsimile)

JSB/lkl/sigblock

Signature block for Plaintiff Commonwealth of Puerto Rico in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: October 4, 2004

Respectfully submitted,

WILLIAM VÁZQUEZ-IRIZARRY
Secretary of Justice
Commonwealth of Puerto Rico

JOSÉ G. DÍAZ-TEJERA
Assistant Secretary of Justice
Chief, Office of Monopolistic Affairs

PO Box 9020192
San Juan, Puerto Rico 00909-0192
787/723-7555 (Telephone)
787/725-2475 (Facsimile)

Signature block for the Plaintiff State of Rhode Island in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 14, 2004

DEFENDANT
By Its Attorney,

PATRICK C. LYNCH
ATTORNEY GENERAL

STATE OF RHODE ISLAND

Edmund F. Murray, Jr., #3096
Special Assistant Attorney General
Chief, Antitrust Division
150 South Main Street
Providence, R.I. 02903
(401) 274-4400 ext. 2401
FAX: (401) 222-2995

Signature block for Plaintiff State of South Carolina in
Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs,
Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 30, 2004

Respectfully submitted,

HENRY D. McMASTER
Attorney General

T. STEPHEN LYNCH
Deputy Attorney General

C. HAVIRD JONES, JR.
Senior Assistant Attorney General

BY: _____

C. HAVIRD JONES, JR.
Senior Assistant Attorney General
P. O. Box 11549
Columbia, SC 29211
(803) 734-3680
(803) 734-3677 (Facsimile)

Signature block for Plaintiff State of South Dakota in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: September 14, 2004

Respectfully submitted,

LAWRENCE E LONG
Attorney General of South Dakota

Jeffrey P. Hallem
Assistant Attorney General
500 East Capitol Avenue
Pierre, South Dakota 57501-5070
Telephone: (605) 773-3215
Facsimile: (605) 773-4106

Signature block for Plaintiff State of Tennessee in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA INC. and Akzo Noble N.V., *In Re Remeron End-Payor Antitrust Litigation*, Master Docket No. 02-CV-2007 (D.N.J)

PAUL G. SUMMERS
Attorney General and Reporter
B.P.R. No. 6285

DENNIS J. GARVEY
Deputy Attorney General
B.P.R. No. 15754
Antitrust Division

S. Elizabeth Martin

S. ELIZABETH MARTIN
Senior Counsel
B.P.R. No. 13329
Antitrust Division
425 5th Avenue North
Nashville, Tennessee 37243
(615) 532-5732

Signature block for Plaintiff State of Utah in Complaint of
State of Texas, et al., Plaintiffs v. Organon USA Inc. and Akzo Nobel N.V., Defendants
Master Docket No. 02-CV-2007 (D.N.J.)

Dated October 1, 2004

STATE OF UTAH
MARK L. SHURTLEFF
Attorney General of Utah

Ronald J. Ockey
Assistant Attorney General
Commercial Enforcement Division
Office of the Attorney General of Utah
Heber Wells Building
160 East 300 South, Fifth Floor
Salt Lake City, Utah 84111
P.O. Box 140872
Salt Lake City, Utah 84114-0872
Telephone: 801-366-0359
Fax: 801-366-0315

Dated: October 1, 2004

Respectfully submitted,

WILLIAM H. SORRELL
Attorney General of Vermont

Julie Brill
Assistant Attorney General
Director, Antitrust Unit
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001
(802) 828-3171
(802) 828-2154 fax

Signature block for Plaintiff, Territory of U.S. Virgin Islands in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Respectfully submitted,

Date: Oct. 8, 2004

Alva A. Swan

ALVA A. SWAN
Acting Attorney General
ELLIOTT M. DAVIS
Solicitor General
Virgin Islands Department of Justice
3438 Kronprindsens Gade
GERS Complex, 2nd Floor
St. Thomas, VI 00802
Tel: (304) 774-5666
Fax: (340) 774-9710

Signature block for Plaintiff Commonwealth of Virginia in Settlement Agreement by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V., In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: _____, 2004

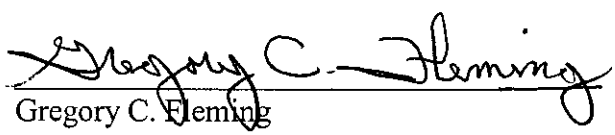
Respectfully submitted,

JERRY W. KILGORE
Attorney General of Virginia

JOSEPH R. CARICO
Chief Deputy Attorney General

JUDITH WILLIAMS JAGDMANN
Deputy Attorney General for Civil Litigation

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



Gregory C. Fleming
Assistant Attorney General
Antitrust and Consumer Litigation Section
Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
804/786-7364
804/786-0122 (Facsimile)

RECEIVED
SEP 17 2004
Office of the Attorney General
Antitrust Division

Christine O. Gregoire
ATTORNEY GENERAL OF WASHINGTON
900 Fourth Avenue, Suite 2000 • TB-14 • Seattle, Washington 98164-1012

September 14, 2004

TO: Kim Van Winkle & Selima Brown

FROM: Don Irby, Assistant Attorney General

SUBJECT: Remeron

This is official notice that the State of Washington wishes to join the all-states' complaint against Organon involving Remeron. Please find the caption and signature block.

Caption:

STATE OF WASHINGTON
By Attorney General Christine O. Gregoire
Antitrust Division
900 Fourth Avenue, Suite 2000
Seattle, Washington 98164

Signature Block:

Dated: September 14, 2004

ATTORNEY GENERAL CHRISTINE O. GREGOIRE
ATTORNEY GENERAL OF WASHINGTON

By: Donivan R. Irby

Donivan R. Irby
Assistant Attorney General
Tina E. Kondo
Senior Assistant Attorney General
Chief, Antitrust Division
900 Fourth Avenue, Suite 2000
Seattle, Washington 98164
Phone: 206-464-7589

In the Matter of:
Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: 9/17/04

DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

Jill L. Miles
Deputy Attorney General
State Bar ID No. 4671
Consumer Protection/Antitrust Division
Post Office Box 1789
Charleston, West Virginia 25326-1789
(304) 558-8986
(304) 558-0184 (facsimile)

Signature block for Plaintiff State of Wisconsin in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: SEP. 21, 2004

Respectfully submitted,

PEGGY A. LAUTENSCHLAGER
Attorney General

Eric J. Wilson
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street, Room 737
Madison, WI 53702
(608) 266-8986
(608) 267-7178 (Facsimile)

Signature block for Plaintiff State of Wyoming in Settlement Agreement
by and among Plaintiff States, End-Payor Plaintiffs, Organon USA Inc. and Akzo Nobel N.V.,
In re Remeron End-Payor Antitrust Litigation, Master Docket No. 02-CV-2007 (D.N.J.)

Dated: October 4, 2004

Respectfully submitted,

PATRICK J. CRANK
Attorney General of Wyoming

ELIZABETH C. GAGEN
Chief Deputy Attorney General

ROBIN SESSIONS COOLEY
Deputy Attorney General Human Services Division

Peter Free

Peter Free
Assistant Attorney General
Tobacco Settlement/Consumer Protection Unit
Office of the Attorney General
123 State Capitol
Cheyenne, WY 82002
307-777-8781
307-777-7956, Fax