

inclusion of certain of Abbott's drugs on the Texas Drug Code Index ("TDCI"). The Abbott drugs that are the subject of this Settlement Agreement are all drugs with the labeler codes 00074, 00044, 00048, 00524, 63459, 00703, 00597, and 60598 that were on the TDCI or reimbursed by Texas Medicaid at any time prior to this Agreement's Effective Date (as defined in paragraph 27, below), and are collectively referred to hereafter as the Covered Drugs. Specifically, Plaintiffs contend that Abbott has committed unlawful acts, as defined by Tex. Hum. Res. Code Ann. § 36.002, in connection with the submission of pricing information directly and indirectly to Texas, including to the Texas Vendor Drug Program ("VDP") for the purpose of including certain of Abbott's Covered Drugs on the TDCI. Plaintiffs also make alter ego contentions against Abbott. The acts and omissions sued upon and which are subject to the release language in this Agreement are set forth in Cause No. D-1-GV-04-01286, *State of Texas, ex. rel. Ven-A-Care of the Florida Keys, Inc., vs. Abbott Laboratories, Inc., et. al.*, (the "Lawsuit"), and are alleged in the petitions filed in the Lawsuit, including the EIGHTH AMENDED PETITION filed on or about August 21, 2007.

C. Abbott's alleged conduct and transactions referenced in paragraph II.B. are hereinafter referred to as the "Covered Conduct." The Covered Conduct is further expressly limited to that which meets both of the following conditions: (i) conduct which has occurred prior to the date of the execution of this Agreement; and (ii) conduct as alleged, or as could have been alleged, in the EIGHTH AMENDED PETITION and any preceding petition in the Lawsuit. The parties are aware that Ven-A-Care is also the Relator in two federal actions against Abbott under 31 USC 3729 et seq. (the Federal False Claims Act, referred to as the "FCA actions"), both pending before the United States District Court for the District of Massachusetts, and in which the same price reporting conduct of Abbott is at issue. The Relator is hereby releasing its claims,

if any, including any claims for attorney's fees, expenses or a Relator's share, against Abbott for the Covered Conduct in the FCA actions.

D. Abbott denies all of the Plaintiffs' claims and allegations, has asserted various defenses to the Plaintiffs' claims, and denies that it has any liability relating to such claims and allegations.

E. In order to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of these disputed claims, and as a result of a mutual desire to settle their disputes, the Parties have reached a full and final settlement as set forth in this Agreement.

F. This Agreement does not constitute an admission of fault or liability by Abbott or evidence of any liability or unlawful conduct on the part of Abbott, and the Plaintiffs will not seek to admit this Agreement as evidence of any fault or liability of the Abbott Released Parties (as defined in paragraph 3, below) in any investigation, administrative proceeding, or federal or state court or arbitration proceeding. Notwithstanding the foregoing, this Agreement would be admissible in a proceeding to enforce the obligations created under the Agreement.

G. Plaintiffs represent to Abbott, subject only to the Relator's rights as a *qui tam* plaintiff under applicable state and federal law to participate in this Agreement and to receive a percentage of the settlement amount, that no interest in any claim herein released has been assigned by them to any third party.

H. The STATE has concluded that this settlement is in the public interest.

PART III: TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations set forth below, and for good and valuable consideration as stated herein, the Parties agree as follows:

Incorporation of Representations

- 1) The foregoing Preamble is incorporated herein.

The Settlement Payment

- 2) (a) Abbott agrees to pay the STATE and the Relator, the collective sum of Twenty-Eight Million Dollars (\$28,000,000) (“Settlement Amount”) in full payment of all claims for restitution, compensatory damages, other damages, interest, penalties, fees and costs and all other requests for relief in the Eighth Amended Petition, or any preceding petition in the Lawsuit, for the Covered Conduct, and in consideration of the releases in paragraphs 3 and 4 below. Abbott shall make payment of the Settlement Amount by check or wire transfer as follows:

- (i) The amount of \$7,597,500 payable to the State of Texas, for the State’s share;
- (ii) The amount of \$2,805,000 for the Relator’s share;
- (iii) The amount of \$4,620,189 for the State’s attorneys’ fees and costs;
- (iv) The amount of \$5,379,811 for the Relator’s attorneys’ fees and costs; and
- (v) The amount of \$7,597,500 for the share due the United States of America.

The payment for the Relator’s attorneys’ fees and costs and for the Relator’s share (\$8,184,811) shall be distributed in accordance with instructions delivered by Relator’s counsel, James J. Breen, to Abbott’s counsel. The payment for the STATE’s attorneys’ fees and costs and the STATE’s share and the United States’ share (\$19,815,189) shall be delivered in accordance with instructions from Raymond C. Winter, Chief, Civil Medicaid Fraud Division, at the Office of the Attorney General of Texas. In the event payments are made by wire transfer the Parties will cooperate to exchange wiring and routing instructions so that such payments can be promptly made. The parties agree that by paying and promising to pay the Settlement Amount, the Abbott

Released Parties are a “settling person” as that term is defined in chapter 33 of the Texas Civil Practice and Remedies Code.

(b) The Relator expressly INDEMNIFIES and holds the Abbott Released Parties (as defined below) harmless from and against any claims by persons or entities who have represented the Relator in connection with the claims released herein for: (1) attorneys fees, costs, and expenses; or (2) any portion of the Settlement Amount.

(c) Abbott shall make payment to Plaintiffs in accordance with paragraph 2(a) above, not later than 5:00 p.m. (Central Daylight Time) on September 15, 2008.

Plaintiffs: Release of Abbott

3) Subject to the exceptions in paragraph 7, below, in consideration of the obligations of Abbott set forth in this Agreement, and conditioned upon Abbott’s payment in full of the Settlement Amount specified herein, the STATE (on behalf of itself, its officers, agents, agencies and departments) and the Relator (on behalf of itself, its officers, agents, employees, servants, and its attorneys (collectively, the “Relator Releasers”)) fully and finally release Abbott and its subsidiaries, predecessors, successors and assigns as well as its respective current and former directors, officers, employees, agents, shareholders and attorneys (collectively, “Abbott Released Parties”) from any civil, administrative, or criminal claim, action, suit or proceeding (including any claim for restitution, damages, interest, attorneys’ fees, penalties, punitive damages, costs, and expenses of every kind and however denominated) that the STATE or the Relator has, may have, has asserted, or could assert in the future under any source of law for the Covered Conduct. Hospira, Inc. is expressly not included in the definition of “Abbott Released Parties” and is not a party to this Settlement Agreement or release. The payment of this Settlement Amount fully releases and discharges Abbott from any civil or administrative obligation to the STATE for the

Covered Conduct. The STATE and the Relator Releasors covenant not to sue or take any other civil or administrative action against Abbott based on the Covered Conduct.

4) In consideration of Abbott's obligations set forth in this Agreement, conditioned upon Abbott's payment in full of the Settlement Amount specified herein, the STATE agrees to release and refrain from instituting, directing, or maintaining any action seeking exclusion from the VDP or any other Texas Medicaid program against the Abbott Released Parties for the Covered Conduct as it relates to the Texas Medicaid program, or seeking to impose a Corporate Integrity Agreement on Abbott as a result of the Covered Conduct.

Abbott: Release of the STATE and the Relator

5) Abbott fully and finally releases the STATE, its agencies, employees, servants, attorneys and agents from any claims based on events occurring prior to the date of this Agreement (including attorneys fees, costs, and expenses of every kind and however denominated) which Abbott has asserted, could have asserted, or may assert in the future against the STATE, its agencies, employees, servants, attorneys and agents, related to the Covered Conduct and the Plaintiffs' prosecution of the Lawsuit. This release shall not release any accounts receivable unrelated to the Covered Conduct due from the STATE, or any agency or instrumentality of the STATE.

6) Abbott fully and finally releases the Relator and its subsidiaries, predecessors, successors and assigns as well as its respective current and former directors, officers, employees, shareholders, agents, and attorneys (collectively, "Relator Released Parties") from any civil, administrative, or criminal claim, action, suit or proceeding (including any claim for restitution, damages, interest, attorneys' fees, penalties, punitive damages, costs, and expenses of every kind and however denominated) that the Abbott has, may have, has asserted, or could assert in the future under any source of law, relating only to Ven-A-Care's prosecution of this particular

Lawsuit and events, actions, or conduct occurring prior to the date of this Agreement. This provision is not intended to release claims unrelated to this Lawsuit, and specifically does not cover Ven-A-Care's involvement in, and action and conduct relating to, other lawsuits brought by Ven-A-Care against Abbott, including but not limited to actions pending in the United States District Court for the District of Massachusetts under MDL No. 1456.

Limitations on Release

7) Notwithstanding any other terms of this Agreement, including the release provisions in this Agreement, any and all of the following are specifically reserved and excluded from the scope and terms of this Agreement, and from the scope and terms of the releases, as to any entity or person (including Abbott):

- (a) Any claims based upon such obligations as are created by this Agreement;
- (b) Any express or implied product or service warranty claims or other claims for defective or deficient products or services, including quality of goods and services, provided by Abbott;
- (c) The subrogation rights to claims for personal injury or property damage arising from usage by a participant in the Medicaid program of any of the Covered Drugs;
- (d) Any claims based on a failure to deliver products or services due;
- (e) Any claims arising from the Abbott's obligations to report and/or to pay rebates to the STATE under any law or contract, including, but not limited to under the provisions of the Omnibus Budget Reconciliation Act of 1990 ("OBRA 90");
- (f) Any claims that the Relator may have under any provision of 31 U.S.C.A. §§ 3729-3733 (the federal False Claims Act) other than claims for the Covered Conduct; or
- (g) Any claims that the Relator may have under the *qui tam* provisions of the laws of any state other than Texas for conduct other than Covered Conduct.

(h) The action captioned, *State of Florida, et al., v. Abbott, et al.*, No. 08-155 (D. Del.).

Abbott's Obligation to Report AMP to VDP

8) Abbott shall comply with the following:

(a) Within thirty days after the last day of each calendar quarter (the "Reporting Quarter"), Abbott shall report to the VDP in electronic form the average manufacturer's price ("AMP"), as defined by 42 U.S.C. § 1396r-8 or by other federal law in the future, of each Abbott drug on the TDCI during that quarter. If not enough time has elapsed for a new NDC to have an AMP during the Reporting Quarter, Abbott will report that NDC's AMP to the VDP when Abbott first reports it to the Federal Government.

(b) Even if any change in federal law releases Abbott from any other obligation to report AMP to any other governmental agency for any other purpose, Abbott shall continue to report AMP in accordance with this Agreement.

(c) Abbott agrees that the VDP may use Abbott's AMP as a basis or a comparator for calculating wholesaler cost, as described by 1 Tex. Admin. Code §§ 355.8541(2)(E) and (5)(D).

(d) Abbott agrees to submit AMP information to the VDP in accordance with this paragraph for a period of ten years from this Agreement's Effective Date.

Safe Harbor

9) (a) Drug manufacturers are currently required to report certain price information to the VDP. If Abbott meets the requirements set out in paragraphs 8 and 9 of this Agreement, the STATE will consider Abbott to have met any legal requirements in effect as of the date of this Agreement to report prices to the Texas Medicaid program. In addition to reporting AMP in accordance with paragraph 8 above, Abbott shall report to the VDP (i) on a Request for Information for New Drug Product and (ii) otherwise in electronic form, within thirty days after

the last day of each calendar quarter (the "Reporting Quarter") starting with the first such quarter after this Agreement's Effective Date (but no earlier than sixty days after this Agreement's Effective Date), the price or a range of prices of each Abbott NDC on the TDCI during that Reporting Quarter for each of the following categories:

- (i) Average of suggested wholesale price to pharmacy (AWP) – Abbott agrees that the State may obtain AWP's from First Data Bank or Red Book;
- (ii) Price to wholesaler and/or distributor – for sales made during the Reporting Period, a range of the invoice price to wholesalers or distributors and Abbott's AMP;
- (iii) Direct price to pharmacy – for sales made during the Reporting Period, a range of the high price (usually list price) and the low contract price to non-chain, retail pharmacies purchasing directly from Abbott;
- (iv) Central purchase price to chain – for sales made during the Reporting Period, a range of the high price and the contract low price to retail chain pharmacies with warehouses purchasing directly from Abbott; and
- (v) Institutional or other contract price – for sales made during the Reporting Period, a range of the high price and the low contract price to nursing homes, home health care facilities, long-term care facilities, hospitals, physicians and physician groups, surgical centers, dialysis centers, staff model/HMOs and mail order pharmacies.
- (vi) If there are no sales of an NDC for a category during a Reporting Period, Abbott will provide the previous Reporting Period's prices for that category. Except with respect to AMP, the above prices do not include volume or other incentive rebates paid after the transaction.

(b) Abbott's pricing information reported pursuant to paragraphs 8 and 9 will be held confidential in accordance with 1 Tex. Admin. Code § 354.1921(e). In addition, the Parties understand that Abbott considers this price information to be trade secrets and confidential commercial and financial information, disclosure of which Abbott contends would cause substantial competitive harm to Abbott. The STATE acknowledges that Abbott contends that its

reported pricing information falls within the provisions of Gov't Code § 552.110(b) and is protected under the Texas Public Information Act.

(c) The STATE covenants that, provided that Abbott reports to VDP its AMP information in accordance with paragraph 8 of this Agreement, neither the STATE nor the Relator Releasers will at any time sue or seek to hold Abbott liable under any law or regulation for falsely reporting prices during the AMP reporting period defined in paragraph 8(d) of this Agreement. This release does not preclude Plaintiffs from suing Abbott for a breach of this Agreement.

(d) Notwithstanding any other language in this Agreement, the provisions of paragraphs 8 and 9 do not exempt Abbott from actions to enforce statutes, regulations, or rules or amendments to existing statutes, regulations or rules, which substantively change manufacturers' price reporting obligations to Texas and are enacted or promulgated after the Effective Date of this Agreement, so long as Abbott's alleged reporting non-compliance occurs after the effective date of the newly enacted or promulgated or amended statute, regulation or rule. The Office of the Texas Attorney General will notify Abbott of any substantive change in the law that would impact Abbott's price reporting obligations under this paragraph. Such required notice shall be in a manner consistent with notice given other manufacturers.

Corporate Integrity Agreement

10) Should Abbott enter into a Corporate Integrity Agreement with the Office of the Inspector General of the United States Department of Health and Human Services ("OIG"), relating to the Covered Conduct, Abbott acknowledges that the OIG may share information provided under the Corporate Integrity Agreement with the STATE.

No Waiver or Release of Claims Against Other Persons

11) This Agreement is intended to be solely for the benefit of the Parties and persons and entities released, and except as stated herein the Parties do not by this instrument release any claims against any other person or entity, including any individual or entity that purchased drugs or pharmaceutical products from Abbott. No word, term, phrase, or definition in this Agreement is or may be used for the benefit of any person, entity or litigant who is not a signatory to, or released by, this Agreement.

Dismissal of Action

12) Simultaneously with the execution of this Agreement and payment of the Settlement Amount, the STATE and the Relator will execute agreed motion(s) to dismiss and agreed order(s) (in the forms collectively attached hereto as Exhibit A) dismissing with prejudice any lawsuit (including the Lawsuit) against Abbott based on the Covered Conduct, but only as to Abbott. The dismissal order in the Lawsuit shall provide that the Amended Protective Order entered in the Lawsuit shall remain enforceable in accordance with its terms.

Existing Protective Orders

13) The Parties shall continue to abide by the provisions of the First Amended Protective Order with respect to documents, data and other information produced (the "Produced Material") by the Parties; however, the Parties agree to return to the producing party or destroy (and certify the destruction of) the Confidential Produced Material within 90 days of receipt of payment in full of the Settlement Amount. Notwithstanding the foregoing, Abbott and the Relator may retain such items only for use in the pending MDL action (all cases) and pursuant to the protective orders in the MDL.

No Waiver of Sovereign Immunity

14) Nothing in this Agreement shall be construed to create a waiver of the STATE's Sovereign Immunity.

Exclusive Venue for Enforcement of Agreement

15) Any party shall be entitled to enforce the terms of this Agreement in the District Courts of Travis County, Texas, which shall have exclusive jurisdiction and venue over any such action.

Complete Agreement

16) This Agreement, including all exhibits, constitutes the complete agreement between the Parties and may not be amended except by written consent of the Parties.

Costs

17) Except as otherwise provided herein, each Party to this Agreement will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

Choice of Law

18) This Agreement is governed by the laws of the State of Texas, except to the extent otherwise governed by federal law.

Notification

19) In the event of an alleged breach of the Agreement or a dispute between or among the Parties in connection with the performance of the Agreement, the Parties shall be required first to provide notice and an opportunity to cure. The Parties shall provide notice to persons identified below. The responding party shall be given ten (10) business days to respond to the notice, including curing any alleged breach. Unless otherwise stated in writing subsequent to the Effective Date of this Agreement, and except for reporting AMP and prices pursuant to paragraphs 8 and 9 which should be pursuant to the normal course of business between Abbott

and the VDP, all notifications and communications made pursuant to this Agreement shall be submitted to the entities listed below:

- (a) STATE for all purposes:

Office of the Attorney General
Civil Medicaid Fraud Division
P O Box 12548
Austin, Texas 78711-2548

- (b) RELATOR for all purposes:

James J. Breen, Esq.
The Breen Law Firm, P.A.
5755 North Point Parkway, Suite 39
Alpharetta, GA 30022

- (c) Abbott Laboratories, Inc., Abbott Laboratories, for all purposes:

James R. Daly
Jones Day
77 West Wacker Drive
Suite 3500
Chicago, Illinois 60601-1692

Office of the General Counsel
Abbott Laboratories
100 Abbott Park Place
Abbott Park, Illinois 60064

Abbott: No Duress

20) Abbott represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

Relator: Agreement Reasonable

21) The Relator agrees that this Agreement is fair, adequate, and reasonable.

Authorization

22) The Parties have read the foregoing Agreement and accept and agree to the provisions contained herein and hereby have caused this Agreement to be signed as of the day and date

adjacent to their respective signatures. The undersigned individuals signing this Agreement on behalf of Abbott represent and warrant that they are authorized by Abbott to execute this Agreement. The undersigned STATE signatories represent that they are signing this Agreement in their official capacities. The Attorney General's representative represents that he is authorized to execute this Agreement and to compromise the claims of the STATE. The HHSC Executive Commissioner represents that he accepts and concurs with the aspects of this Agreement that are within his authority and that the HHSC General Counsel is authorized to sign this Agreement on behalf of the HHSC Executive Commissioner. The Relator's attorney, James J. Breen, and its president, T. Mark Jones, represent that they are duly authorized to sign this Agreement on behalf of the Relator.

No Other Representations or Promises

23) The Parties represent and acknowledge that in entering into this Agreement they are not relying on any promises or representations other than those expressly set forth in this Agreement and its exhibits.

Counterparts

24) This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be deemed to constitute one and the same Agreement.

Acts Necessary to Effectuate Agreement

25) Each Party agrees to perform such further acts and to execute and to deliver such further documents as may reasonably be necessary to carry out this Agreement.

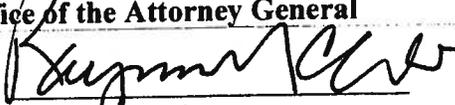
Captions Are for Convenience Only

26) The bold-face paragraph captions in this Agreement are for convenience only and do not add to, detract from, or change the substantive language or terms of this Agreement.

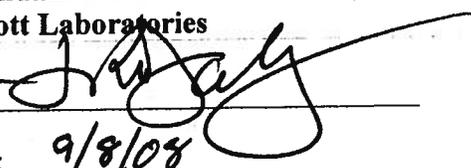
Effective Date

27) The Effective Date of this Agreement shall be the date upon which all of the Parties below have executed this Agreement.

**STATE of TEXAS
Office of the Attorney General**

By: 
Date: 9/8/08
Raymond C. Winter, Esq.
Assistant Attorney General
Chief, Civil Medicaid Fraud Division
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548

**Defendant Abbott Laboratories, Inc. and
Abbott Laboratories**

By: 
Date: 9/8/08
Printed Name: James R. Daly
Jones Day
77 W. Wacker Drive
Chicago, IL 60302

**Texas Health & Human Services
Commission**

By: _____
Date: _____
Printed Name: _____
Title: _____

**Relator, Ven-A-Care of the Florida Keys,
Inc.**

By: _____
Date: _____
James J. Breen, Esq.
The Breen Law Firm, P.A.
5755 North Point Parkway, 39
Alpharetta, GA 30022

**Relator, Ven-A-Care of the Florida Keys,
Inc.**

By: _____
Date: _____
T. Mark Jones
Title: President

<p>STATE of TEXAS Office of the Attorney General</p> <p>By: _____</p> <p>Date: _____</p> <p>Raymond C. Winter, Esq. Assistant Attorney General Chief, Civil Medicaid Fraud Division Office of the Attorney General of Texas P.O. Box 12548 Austin, Texas 78711-2548</p>	<p>Defendants Abbott Laboratories and Abbott Laboratories, Inc.</p> <p>By: _____</p> <p>Date: _____</p> <p>Printed Name: _____ Jones Day 77 W. Wacker Drive Chicago, IL 60302</p>
<p>Texas Health & Human Services Commission</p> <p>By: </p> <p>Date: <u>8-28-08</u></p> <p>Printed Name: <u>Carey E Smith</u> Title: <u>General Counsel</u></p>	
<p>Relator, Ven-A-Care of the Florida Keys, Inc.</p> <p>By: _____</p> <p>Date: _____</p> <p>James J. Breen, Esq. The Breen Law Firm, P.A. 5755 North Point Parkway, 39 Alpharetta, GA 30022</p>	<p>Relator, Ven-A-Care of the Florida Keys, Inc.</p> <p>By: _____</p> <p>Date: _____</p> <p>T. Mark Jones Title: President</p>

15 17

**STATE of TEXAS
Office of the Attorney General**

By: _____

Date: _____

Raymond C. Winter, Esq.
Assistant Attorney General
Chief, Civil Medicaid Fraud Division
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548

**Texas Health & Human Services
Commission**

By: _____

Date: _____

Printed Name: _____

Title: _____

**Relator, Ven-A-Care of the Florida Keys,
Inc.**

By:  _____

Date: 8/24/08

James J. Breen, Esq.
The Breen Law Firm, P.A.
5755 North Point Parkway, 39
Alpharetta, GA 30022

**Defendants Abbott Laboratories and
Abbott Laboratories, Inc.**

By: _____

Date: _____

Printed Name: _____

Jones Day
77 W. Wacker Drive
Chicago, IL 60302

**Relator, Ven-A-Care of the Florida Keys,
Inc.**

By:  _____

Date: 8/28/08

T. Mark Jones
Title: President

EXHIBIT A



RAYMOND C. WINTER
Assistant Attorney General
Chief, Civil Medicaid Fraud Division
State Bar No. 21791950
MARGARET M. MOORE
Assistant Attorney General
State Bar No. 14360050

P.O. Box 12548
Austin, Texas 78711-2548
(512) 936-1709
(512) 499-0712 [Fax]

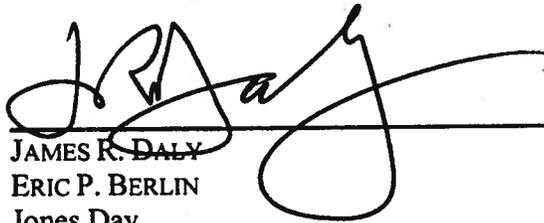
ATTORNEYS FOR THE STATE OF TEXAS



JAMES J. BREEN *W/ PERMISSION*
The Breen Law Firm, P.A. *By RCW*
5755 North Point Parkway, Suite 39
Alpharetta, GA 30022
Florida Bar No. 297178
(954) 854-1635
(954) 854-1705 [Fax]

C. JARRETT ANDERSON
Anderson LLC
State Bar No. 00796124
208 West 14th Street, Suite 3-B
Austin, Texas 78701
(512) 469-9191
(512) 532-0585 (FAX)

ATTORNEY FOR VEN-A-CARE OF THE
FLORIDA KEYS, INC.

A handwritten signature in black ink, appearing to read 'J. R. Daly', is written over a horizontal line. The signature is stylized and cursive.

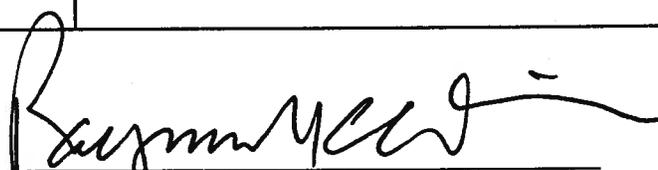
JAMES K. DALY
ERIC P. BERLIN
Jones Day
77 West Wacker, Suite 3500
Chicago, Illinois 60601

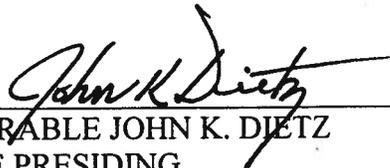
ATTORNEYS FOR ABBOTT LABORATORIES,
INC. AND ABBOTT LABORATORIES

SERVICE LIST

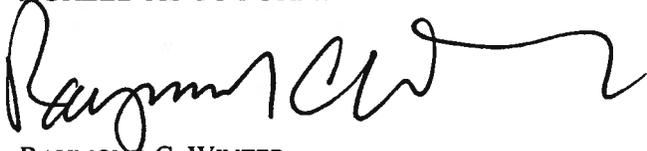
I certify that the foregoing instrument was served on all counsel of record in accordance with the Texas Rules of Civil Procedure on this 8th day of September, 2008.

<p>Mr. Daniel E. Reidy Mr. James R. Daly Mr. Eric P. Berlin Ms. Tara A. Fumerton Jones Day 77 West Wacker Drive Chicago, IL 60601-1692 COUNSEL FOR ABBOTT <i>Fax No. 312-782-8585</i></p>	<p>Mr. D. Douglas Brothers Mr. Gary L. Lewis George & Brothers 114 W. 7th Street Suite 1100 Austin, Texas 78701 COUNSEL FOR ABBOTT <i>Fax No. 499-0094</i></p>
<p>Mr. James J. Breen The Breen Law Firm P.O. Box 297470 Pembroke Pines, Florida 33029-7470 COUNSEL FOR RELATOR <i>Fax No. 954-874-1705</i></p>	<p>Mr. John E. Clark Mr. Rand J. Riklin Goode Casseb Jones Riklin Choate & Watson 2122 North Main Avenue P.O. Box 120480 San Antonio, Texas 78212-9680 COUNSEL FOR RELATOR <i>Fax No. 210-733-0330</i></p>
<p>Mr. C. Jarrett Anderson Anderson LLC 1300 Guadalupe, Suite 103 Austin, Texas 78701 COUNSEL FOR RELATOR <i>Fax No. 512-532-0585</i></p>	


Raymond C. Winter


HONORABLE JOHN K. DIETZ
JUDGE PRESIDING

AGREED AS TO FORM:



RAYMOND C. WINTER

ATTORNEYS FOR THE STATE OF TEXAS


JAMES J. BREEN
C. JARRETT ANDERSON *W/ PERMISSION BY RCW*

ATTORNEYS FOR VEN-A-CARE OF THE
FLORIDA KEYS, INC.

JAMES R. DALY
ERIC P. BERLIN
GARY L. LEWIS

ATTORNEYS FOR ABBOTT LABORATORIES
AND ABBOTT LABORATORIES, INC.

HONORABLE JOHN K. DIETZ
JUDGE PRESIDING

AGREED AS TO FORM:

RAYMOND C. WINTER

ATTORNEYS FOR THE STATE OF TEXAS

JAMES J. BREEN
C. JARRETT ANDERSON

ATTORNEYS FOR VEN-A-CARE OF THE
FLORIDA KEYS, INC.



JAMES R. DALY
ERIC P. BERLIN
GARY L. LEWIS

ATTORNEYS FOR ABBOTT LABORATORIES
AND ABBOTT LABORATORIES, INC.