

EXHIBIT C

Civil Settlement Agreement

Please see attached.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services (“OIG-HHS”), the TRICARE Management Activity (“TMA”), the United States Office of Personnel Management (“OPM”), the United States Department of Veterans Affairs (“VA”), and Office of Workers’ Compensation Programs of the United States Department of Labor (“DOL-OWCP”) (collectively “the United States”); Brian Root and Pamela Maly (collectively, “Relators”); and UCB, Inc. (“UCB”), through their authorized representatives. Collectively, all of the above will be referred to as “the Parties.”

PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. UCB is a Delaware corporation headquartered in Smyrna, Georgia. At all relevant times herein, UCB developed, manufactured, distributed, marketed, and sold pharmaceutical products in the United States, including a drug sold under the trade name of Keppra®.

B. Relators have filed the following qui tam actions against UCB captioned as follows (collectively the “Civil Actions”):

- (i) United States ex rel. Brian Root v. UCB, Inc.,
Civ. No. 1:07-cv-1056 (RMU) (D.D.C.);
- (ii) United States ex rel. Pamela Maly v. UCB, Inc.,
Civ. No. 1:08-cv-1161 (D. Or.)

C. On such date as may be determined by the Court, UCB will enter into a plea of guilty pursuant to Fed. R. Crim. P. 11(c)(1)(C) (the “Criminal Plea”) to an Information to be filed in United States v. UCB, Inc., Criminal Action No. [to be assigned] (D.D.C.) (the

“Criminal Action”) that will allege that UCB committed a misdemeanor violation of the Food, Drug and Cosmetic Act, Title 21, United States Code, Sections 331, *et seq.*, by promoting Keppra[®] for the treatment of migraine, a use not approved by the United States Food and Drug Administration, thereby causing the drug to be misbranded while it was held for sale following shipment in interstate commerce.

D. UCB has entered or will be entering into separate settlement agreements, described in Paragraph 1.b., below (hereinafter referred to as the “Medicaid State Settlement Agreements”) with certain states and the District of Columbia in settlement of the Covered Conduct. States with which UCB executes a Medicaid State Settlement Agreement in the form to which UCB and the National Association of Medicaid Fraud Control Units (“NAMFCU”) Negotiating Team have agreed, or in a form otherwise agreed to by UCB and an individual State, shall be defined as “Medicaid Participating States.”

E. The United States alleges that UCB caused claims for payment for Keppra[®] to be submitted to the Medicaid Program (“Medicaid”), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v. The United States further alleges that UCB caused claims for payment of Keppra[®] to be submitted to the TRICARE program, 10 U.S.C. §§ 1071-1109; the Federal Employees Health Benefits Program (“FEHBP”), 5 U.S.C. §§ 8901-8914; the following DOL-OWCP programs: the Federal Employees’ Compensation Act (“FECA”), 5 U.S.C. § 8101 *et seq.*; and the Energy Employees Occupational Illness Compensation Program Act (“EEOICPA”), 42 U.S.C. § 7384 *et seq.*; and caused purchases of Keppra[®] by the VA, 38 U.S.C. §§ 1701-1743 (collectively, the “Other Federal Health Care Programs”).

F. The United States contends that it and the Medicaid Participating States have certain civil claims, as specified in Paragraph 2, below, against UCB for engaging in the following conduct during the period January 1, 2003 through March 31, 2005 (hereinafter referred to as the "Covered Conduct"):

UCB promoted the sale and use of Keppra[®] for uses that were not approved by the Food and Drug Administration as safe and effective, specifically headache, migraine, pain, bipolar and mood disorders, and anxiety ("unapproved uses") thereby rendering Keppra[®] misbranded in violation of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 331, *et seq.* Certain of these unapproved uses were not medically accepted indications for which the United States and state Medicaid programs provided coverage for Keppra[®].

As a result of the foregoing conduct, the Government alleges that UCB caused false or fraudulent claims for Keppra[®] to be submitted to, or caused purchases by, Medicaid and the Other Federal Health Care Programs.

G. The United States also contends that it has certain administrative claims against UCB, as set forth in Paragraphs 4 through 7, below, for engaging in the Covered Conduct.

H. This Agreement is made in compromise of disputed claims. This Agreement is not an admission of facts or liability by UCB. With the exception of such admissions that are made in connection with any guilty plea by UCB in connection with the Criminal Action, UCB expressly denies the allegations of the United States and the Relators as set forth herein and in the Civil Actions and denies that it engaged in any wrongful conduct in connection with the Covered Conduct. This Agreement is not a concession by the United States that its claims are not well founded. Neither this Agreement, its execution, nor the performance of any obligation under it, including any payment, nor the fact of any settlement, is intended to be, or shall be

understood as, an admission of liability or wrongdoing, or other expression reflecting on the merits of the dispute by UCB.

I. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations in this Agreement, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. UCB agrees to pay to the United States and the Medicaid Participating States, collectively, the sum of \$25,764,530, plus accrued interest at the rate of 2.375% per annum from December 17, 2010, and continuing until and including the day of payment (the "Settlement Amount"). The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the Effective Date of this Agreement. This debt shall be discharged by payments to the United States and the Medicaid Participating States, under the following terms and conditions:

(a) UCB shall pay to the United States the sum of \$15,871,208, plus accrued interest as set forth above ("Federal Settlement Amount"). The Federal Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions from the United States no later than seven (7) business days after (i) this Agreement is fully executed by the Parties and

delivered to UCB's attorneys; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble Paragraph C in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later.

(b) UCB shall pay to the Medicaid Participating States the sum of \$9,893,322, plus accrued interest as set forth above ("Medicaid State Settlement Amount"). The Medicaid State Settlement Amount shall be paid by electronic funds transfer to an interest bearing account pursuant to the written instructions from the NAMFCU Negotiating Team and under the terms and conditions of the Medicaid State Settlement Agreements that UCB will enter into with the Medicaid Participating States no later than seven (7) business days after (i) the expiration of the 60-day opt-in period set forth in the Medicaid State Settlement Agreements; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble Paragraph C in connection with the Criminal Action and imposes the agreed-upon sentence, whichever occurs later.

(c) Contingent upon the United States receiving the Federal Settlement Amount from UCB, the United States agrees to pay Brian Root, as soon as feasible upon receipt, the sum of \$2,856,819.26 ("Relator's Share"), plus his pro rata share of the actual accrued interest paid to the United States by UCB on the amount set forth in Paragraph 1(a) above, as Relator's share of the proceeds pursuant to 31 U.S.C. § 3730(d). No other relator payments shall be made by the United States with respect to the matters covered by this Agreement. Both Relators represent that they will abide by the terms of any written and executed separate agreements that they may have entered into with each other concerning the allocation of the Relator's Share among themselves.

(d) If UCB's agreed-upon guilty plea pursuant to Fed. R. Crim. P. 11(c)(1)(C) in the Criminal Action described in Preamble Paragraph C is not accepted by the Court or the Court does not impose the agreed-upon sentence for whatever reason, this Agreement shall be null and void at the option of either the United States or UCB. If either the United States or UCB exercises this option, which option shall be exercised by notifying all Parties, through counsel, in writing within five (5) business days of the Court's decision, the Parties will not object and this Agreement will be rescinded. If this Agreement is rescinded, UCB will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims, actions or proceedings arising from the Covered Conduct that are brought by the United States within 90 calendar days of rescission, except to the extent such defenses were available on the day on which the qui tam complaints listed in Preamble Paragraph B, above, were filed.

2. Subject to the exceptions in Paragraph 8 (concerning excluded claims), below, in consideration of the obligations of UCB set forth in this Agreement, and conditioned upon UCB's full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release UCB, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and assigns, and their current and former directors, officers, and employees from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; any statutory provision for which the Civil Division of the Department of Justice has actual and present authority to assert and compromise pursuant to

28 C.F.R. Part 0, Subpart I, Section 0.45(d); or the common law theories of payment by mistake, fraud, disgorgement, unjust enrichment, and, if applicable, breach of contract.

3. Subject to the exceptions in Paragraph 8 below, in consideration of the obligations of UCB in this Agreement, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, agree to release UCB, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and assigns, and their current and former directors, officers, and employees from any liability to Relators arising from any claim the Relators have, may have, or could have asserted relating to the Covered Conduct, and from all liability, claims, demands, actions or causes of action whatsoever existing as of the Effective Date of this Agreement, whether known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation or that they or their heirs, successors, attorneys, agents and assigns otherwise would have standing to bring, including any liability arising from the filing of the Civil Actions.

4. In consideration of the obligations of UCB in this Agreement and the Corporate Integrity Agreement ("CIA") entered into between OIG-HHS and UCB, Inc., and conditioned upon UCB's full payment of the Settlement Amount, OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against UCB under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, or against UCB under 42 U.S.C. § 1320a-7(b)(1) based on UCB's agreement to plead guilty to the charge in the Criminal Action referenced above in

Preamble Paragraph C, except as reserved in Paragraph 8 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude UCB from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

5. In consideration of the obligations of UCB in this Agreement, and conditioned upon UCB's full payment of the Settlement Amount, TMA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion or suspension from the TRICARE Program against UCB, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and assigns, and their current and former directors, officers, and employees under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph 8 (concerning excluded claims), below, and as reserved in this Paragraph. TMA expressly reserves authority to exclude UCB from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii), based upon the Covered Conduct. Nothing in this Paragraph precludes TMA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

6. In consideration of the obligations of UCB in this Agreement, and conditioned upon UCB's full payment of the Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action against UCB, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and

assigns, and their current and former directors, officers, and employees under 5 U.S.C. § 8902a or 5 C.F.R. Part 919 for the Covered Conduct, except as reserved in Paragraph 8 (concerning excluded claims), below, and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). Nothing in this Paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

7. In consideration of the obligations of UCB in this Agreement, and conditioned upon UCB's full payment of the Settlement Amount, DOL-OWCP agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion and debarment from the FECA, EEOICPA and the Black Lung Benefits Act (BLBA) programs against UCB, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and assigns, and their current and former directors, officers, and employees under 20 C.F.R. §§ 10.815, 30.715 and 702.431 for the Covered Conduct, except as reserved in Paragraph 8 (concerning excluded claims), below and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). Nothing in this Paragraph precludes the OWCP of the DOL from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

8. Notwithstanding any term of this Agreement, the following claims of the United States are specifically reserved and excluded from the scope and terms of the Agreement as to any entity or person (including UCB and the Relators):

- (a) Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);
- (b) Any criminal liability;

- (c) Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- (d) Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- (e) Any liability based upon such obligations as are created by this Agreement;
- (f) Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- (g) Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- (h) Any liability for failure to deliver goods or services due.

9. Relators and their heirs, successors, attorneys, agents, and assigns agree not to object to this Agreement and agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B), and expressly waive the opportunity for a hearing on any objection to this Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon the United States' payment of the Relator's Share, as set forth in Paragraph 1.c., above, Relators for themselves individually, and for their heirs, successors, agents, and assigns, fully and finally release, waive, and forever discharge the United States, and its officers, agents, and employees, from any claims arising from or relating to 31 U.S.C. § 3730; from any claims arising from the filing of the Civil Actions; and from any other claims for a share of the Settlement Amount or payment of any sort from the United States

relating to the Agreement or the filing of the Civil Actions; and in full settlement of any claims Relators may have under this Agreement. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relators arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Agreement.

10. Conditioned upon the United States' payment of the Relator's Share, as set forth in Paragraph 1.c., above, Relators, for themselves, and for their respective heirs, successors, attorneys, agents, and assigns hereby fully and finally release and forever discharge UCB, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors, and assigns, and their current and former officers, directors, trustees, agents, servants, employees, representatives, attorneys, consultants, executors, and administrators (collectively, "UCB Releasees") from any and all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages (including treble damages and any civil penalties), punitive damages, costs, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, or under any federal or state statute or regulation or otherwise that Relators or their heirs, successors, attorneys, agents or assigns would have standing to bring and which Relators or their heirs, successors, attorneys, agents or assigns may now have or claim to have against the UCB Releasees, arising in any way out of or connected in any way with the facts, claims, and circumstances alleged in, arising under, or arising from the filing of the Civil Actions, or from any other past activities and actions of the UCB Releasees.

11. UCB waives and shall not assert any defenses UCB may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole

or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

12. UCB fully and finally releases the United States, its agencies, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that UCB has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and agents, related to the Covered Conduct or arising from the United States' investigation and prosecution of the Civil Actions and the Criminal Action.

13. Conditioned upon Relators' compliance with their obligations under this Agreement, UCB, for itself, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors, and assigns, and their current and former officers, directors, trustees, agents, servants, employees, representatives, attorneys, consultants, executors, and administrators, when acting on behalf of UCB or any of its affiliated companies, fully and finally releases and forever discharges Relators and their heirs, successors, attorneys, agents, and assigns (collectively, "Relator Releasees") from any and all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages (including treble damages and any civil penalties), punitive damages, costs, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, or

under any federal or state statute or regulation or otherwise that UCB, its predecessors, or its current and former divisions, parents, affiliates, subsidiaries, successors, or assigns may now have or claim to have against the Relator Releasees, arising in any way out of or connected in any way with the facts, claims, and circumstances alleged in, arising under, or arising from the Civil Actions, or from any other past activities and actions of the Relator Releasees.

14. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any other state or Federal payer, related to the Covered Conduct; and UCB agrees not to resubmit to any Medicare carrier or intermediary or any other state or Federal payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

15. UCB agrees to the following:

(a) Unallowable Costs Defined: that all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh and 1396-1396v; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of UCB, its present or former officers, directors, employees, shareholders, and agents in connection with the following shall be "Unallowable Costs" on government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and FEHBP (hereinafter referred to as Unallowable Costs):

- (i) the matters covered by this Agreement and any related criminal plea;
- (ii) the United States' audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;
- (iii) UCB's investigation, defense, and corrective actions undertaken in

- response to the United States' audit(s) and civil and criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (iv) the negotiation and performance of this Agreement, the Criminal Plea, and the Medicaid State Settlement Agreements;
 - (v) the payments UCB makes to the United States pursuant to this Agreement, the Criminal Plea, or the Medicaid State Settlement Agreements, and any payments that UCB may make to Relators (including costs and attorneys' fees); and
 - (vi) the negotiation of, and obligations undertaken pursuant to the CIA to:
 - (a) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and
 - (b) prepare and submit reports to the OIG-HHS.

However, nothing in this Paragraph 15.a.vi. that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to UCB.

(b) Future Treatment of Unallowable Costs: These Unallowable Costs shall be separately determined and accounted for by UCB, and UCB shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by UCB or any of its subsidiaries or affiliates to the Medicaid, TRICARE, or FEHBP Programs.

(c) Treatment of Unallowable Costs Previously Submitted for Payment: UCB further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by UCB or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. UCB agrees that the United States, at a minimum, shall be entitled to recoup from UCB any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by UCB or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on UCB or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

(d) Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine UCB's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

16. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except as explicitly stated in this Agreement, including in Paragraph 17 (waiver for beneficiaries paragraph), below.

17. UCB agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

18. UCB warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to UCB, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which UCB was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

19. On the Effective Date of this Agreement or within seven (7) business days of receipt of the payments described in Paragraph 1, above, The United States shall file a Notice of Intervention in Part and Declination in Part in each Civil Action as follows:

(a) The United States shall intervene as to the applicable Covered Conduct; and

(b) The United States shall decline or consent to the voluntary dismissal as to all other allegations set forth in the Civil Actions without prejudice to the United States.

20. Upon receipt of the payments described in Paragraph 1, the United States and Relators shall file a Joint Stipulation of Dismissal in each of the Civil Actions as follows:

(a) Each stipulation of dismissal shall be with prejudice as to the United States' and Relators' claims as to UCB as to the Covered Conduct in each Civil Action pursuant to and consistent with the terms and conditions of this Agreement; and

(b) Each stipulation of dismissal shall be without prejudice to the United States and with prejudice as to Relators as to all other claims.

21. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

22. UCB represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

23. Relators represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

24. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the District of Columbia, except that disputes arising under the CIA shall be resolved exclusively under the dispute resolution provisions in the CIA.

25. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

26. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

27. The individuals signing this Agreement on behalf of UCB represent and warrant that they are authorized by UCB to execute this Agreement. The individuals signing this Agreement on behalf of Relators represent and warrant that they are authorized by Relators to execute this Agreement. The United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

28. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

29. This Agreement is binding on UCB's successors, transferees, heirs, attorneys, agents, and assigns.

30. This Agreement is binding on Relators' successors, transferees, heirs, attorneys, agents, and assigns.


31. All parties consent to the disclosure of this Agreement, and information about this Agreement, to the public.

32. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

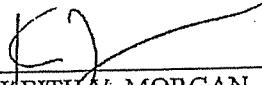
TONY WEST
Assistant Attorney General

DATED: June 1, 2011

BY: 
COLIN M. HUNTLEY
Trial Attorney
Commercial Litigation Branch, Civil Division
United States Department of Justice

RONALD C. MACHEN, JR.
United States Attorney, District of Columbia

DATED: 6/1/11

BY: 
KEITH V. MORGAN
Assistant U.S. Attorney
United States Attorney's Office
District of Columbia

DWIGHT C. HOLTON
United States Attorney, District of Oregon

DATED: _____

BY: _____
NEIL J. EVANS
Assistant U.S. Attorney
United States Attorney's Office
District of Oregon

THE UNITED STATES OF AMERICA

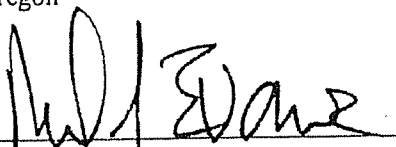
TONY WEST
Assistant Attorney General

DATED: _____ BY: _____
COLIN M. HUNTLEY
Trial Attorney
Commercial Litigation Branch, Civil Division
United States Department of Justice

RONALD C. MACHEN, JR.
United States Attorney, District of Columbia

DATED: _____ BY: _____
KEITH V. MORGAN
Assistant U.S. Attorney
United States Attorney's Office
District of Columbia

DWIGHT C. HOLTON
United States Attorney, District of Oregon

DATED: May 31, 2011 BY: 
NEIL J. EVANS
Assistant U.S. Attorney
United States Attorney's Office
District of Oregon

DATED: 5/24/11

BY: 

GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____

LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department of Defense

DATED: _____

BY: _____

SHIRLEY R. PATTERSON
Deputy Associate Director Insurance Operations
United States Office of Personnel Management

DATED: _____

BY: _____

J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

DATED: _____

BY: _____

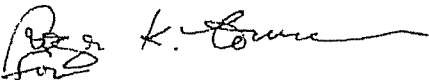
CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

DATED: _____

BY: _____

GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: 5/27/2011

BY:  _____

LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department of Defense

DATED: _____

BY: _____

SHIRLEY R. PATTERSON
Deputy Associate Director Insurance Operations
United States Office of Personnel Management

DATED: _____

BY: _____

J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

DATED: _____

BY: _____

CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

DATED: _____ BY: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____ BY: _____
LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department of Defense

DATED: 5/18/11 BY: *Shirley R. Patterson*
SHIRLEY R. PATTERSON
~~Deputy Associate~~ *Assistant* Director Insurance Operations
United States Office of Personnel Management

DATED: 5/18/2011 BY: *J. David Cope*
J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

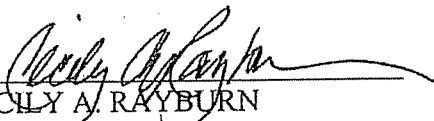
DATED: _____ BY: _____
CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

DATED: _____ BY: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

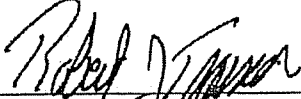
DATED: _____ BY: _____
LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department of Defense


DATED: _____ BY: _____
SHIRLEY R. PATTERSON
Deputy Associate Director Insurance Operations
United States Office of Personnel Management

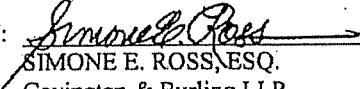
DATED: _____ BY: _____
J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

DATED: 5/19/2011 BY: 
CECILY A. RAYBURN
Director, Division of Planning, Policy and Standards
Office of Workers' Compensation Programs
United States Department of Labor

UCB, INC.

DATED: 5-19-11 BY: 
ROBERT J. TRAINOR, ESQ.
Executive Vice President &
General Counsel, UCB S.A.
Duly Authorized Representative of UCB, Inc.

DATED: 5-23-11 BY: 
ETHAN M. POSNER, ESQ.
Covington & Burling LLP

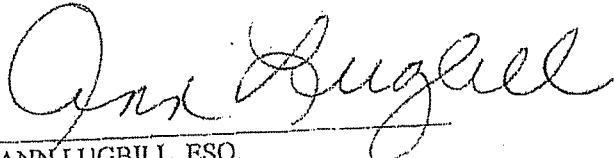
DATED: 5-23-11 BY: 
SIMONE E. ROSS, ESQ.
Covington & Burling LLP

RELATOR BRIAN ROOT

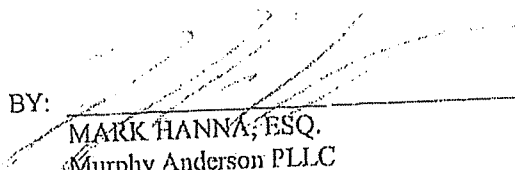
DATED: 5/17/11

BY: 
BRIAN ROOT

DATED: May 17,
2011

BY: 
ANN LUGBILL, ESQ.
Murphy Anderson PLLC

DATED: 5/17/11

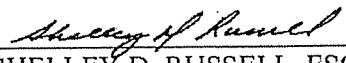
BY: 
MARK HANNA, ESQ.
Murphy Anderson PLLC

RELATOR PAMELA MALY

DATED: 5-17-11

BY: 
PAMELA MALY

DATED: 5-17-11

BY: 
SHELLEY D. RUSSELL, ESQ.
Crispin Employment Lawyers