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9 *Attorneys for Plaintiff*

FILED
Clerk of the Superior Court
JUN 23 2011
By: T. AHRENSBERG, Deputy

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN DIEGO
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14

15 **THE PEOPLE OF THE STATE OF**
16 **CALIFORNIA,**

17 Plaintiff,

18 v.

19 **GLAXOSMITHKLINE LLC, and SB**
20 **PHARMCO PUERTO RICO, INC.,**

21 Defendants.

Case No. 37-2011-00093381-CU-MC-CTL

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT**

22
23 Plaintiff, the People of the State of California ("Plaintiff" or the "People"), through its
24 attorney, Kamala D. Harris, Attorney General, by Judith Fiorentini and Albert Norman Shelden,
25 Deputy Attorneys General, and GlaxoSmithKline LLC ("GlaxoSmithKline") and SB Pharmco
26 Puerto Rico, Inc. ("SB Pharmco"), collectively "Defendants" by their attorneys, Covington &
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28

1 Burling LLP, by Geoffrey E. Hobart, Matthew J. O'Connor, and Emily Henn, and, Pepper
2 Hamilton LLP, by Nina M. Gussack and Barry H. Boise, stipulate as follows:

3 1. The Final Judgment ("Judgment"), a true and correct copy of which is attached to this
4 Stipulation for Entry of Final Judgment ("Stipulation") as Exhibit 1, may be entered in this
5 matter.

6 2. Concurrently with the filing of this Stipulation, Plaintiff has filed its Complaint in this
7 matter alleging that Defendants committed violations of California Business and Professions
8 Code sections 17200 and 17500 *et seq.*

9 3. Plaintiff, by its counsel, and Defendants, by their counsel, have agreed to the entry of
10 this Judgment by the Court without trial or adjudication of any issue of fact or law or finding of
11 wrongdoing or liability of any kind.

12 4. The Court has jurisdiction over the subject matter of this action, jurisdiction over
13 Plaintiff and Defendants ("Parties") to this action, and venue is proper in this Court.

14 5. Defendants, at all relevant times, have transacted business in the City and County of
15 San Diego and elsewhere in the State of California.

16 6. At the same time that Defendants are stipulating to enter into this Judgment with the
17 California Attorney General's Office, Defendants are entering into similar Judgments with the
18 Attorneys General of thirty seven states¹ and the District of Columbia (collectively, the
19 "Attorneys General")², each of whom conducted an investigation under their State consumer
20 protection laws³ regarding Defendants' production, manufacturing, processing, packing, holding,

21 ¹ Alabama, Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Hawaii,
22 Idaho, Illinois, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Missouri, Montana, Nebraska,
23 Nevada, New Jersey, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota,
Tennessee, Texas, Vermont, Washington, West Virginia, and Wisconsin.

24 ² Hawaii is being represented on this matter by its Office of Consumer Protection, an agency which is not part of the
25 state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions,
26 including legal representation of the State of Hawaii. For simplicity, the entire group will be referred to as the
"Attorneys General," and such designation, as it includes Hawaii, refers to the Executive Director of the State of
Hawaii Office of Consumer Protection.

27 ³ ALABAMA- Deceptive Trade Practices Act, AL ST 8-19-1, 13A-9-42, 8-19-8; ALASKA - *Alaska Unfair Trade*
28 *Practices and Consumer Protection Act*, AS 45.50.471 *et seq.*; ARIZONA - *Arizona Consumer Fraud Act*, A.R.S. §
44-1521 *et seq.*; ARKANSAS - Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, *et seq.*; CALIFORNIA -
(continued...)

1 distribution, and sale of Covered Products (as defined in the Judgment) manufactured at SB
2 Pharmco's production facility at Cidra, Puerto Rico.

3 7. The Attorneys General conducted an investigation regarding the Covered Conduct.
4 The Parties have agreed to resolve the concerns related to the Covered Conduct under the State
5 Consumer Protection Laws, as cited in footnote 3, by entering into this Judgment. This Judgment
6 is entered pursuant to California Business and Professions Code sections 17200 *et seq.* and 17500
7 *et seq.*

8 8. This Stipulation and the Judgment reflects a negotiated agreement entered into by the
9 Parties as their own free and voluntary act, and with full knowledge and understanding of the
10 nature of the proceedings and the obligations and duties imposed by this Stipulation and the
11 Judgment. Defendants are entering into this Stipulation and Judgment solely for the purpose of
12 settlement, and nothing contained herein or in the Judgment may be taken as or construed to be an

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14 (...continued)

15 Bus. & Prof Code §§ 17200 *et seq.* and 17500 *et seq.*; COLORADO- *Colorado Consumer Protection Act*, Colo. Rev.
16 Stat. § 6-1-101 *et seq.*; CONNECTICUT - *Connecticut Unfair Trade Practices Act*, Conn. Gen. Stat. §§ 42-110a *et*
17 *seq.*; DELAWARE - *Delaware Consumer Fraud Act*, Del. CODE ANN. tit. 6, §§ 2511 to 2527; DISTRICT OF
18 COLUMBIA, *District of Columbia Consumer Protection Procedures Act*, D.C. Code §§ 28-3901 *et seq.*; FLORIDA
19 - *Florida Deceptive and Unfair Trade Practices Act, Part II*, Chapter 501, Florida Statutes, 501.201 *et seq.*;
20 HAWAII - *Uniform Deceptive Trade Practice Act*, Haw. Rev. Stat. Chpt. 481A and Haw. 501.201 *et seq.*; IDAHO -
21 *Consumer Protection Act*, Idaho Code Section 48-601 *et seq.*; ILLINOIS - *Consumer Fraud and Deceptive Business*
22 *Practices Act*, 815 ILCS 505/2 *et seq.*; IOWA - *Iowa Consumer Fraud Act*, Iowa Code Section 714.16; KANSAS -
23 *Kansas Consumer Protection Act*, K.S.A. 50-623 *et seq.*; KENTUCKY- *The Kentucky Consumer Protection Act*,
24 KRS 367.110 *et seq.*; MAINE - *Unfair Trade Practices Act*, 5 M.R.S.A. § 207 *et seq.*; MARYLAND - *Maryland*
25 *Consumer Protection Act*, Md. Code Ann., Com. Law §§ 13-101 *et seq.*; MASSACHUSETTS - Mass. Gen. Laws c.
26 93A, §§ 2 and 4; MICHIGAN - *Michigan Consumer Protection Act*, MCL § 445.901 *et seq.*; MISSOURI - *Missouri*
27 *Merchandising Practices Act*, Mo. Rev. Stat. §§ 407 *et seq.*; MONTANA - *Montana Unfair Trade Practices and*
28 *Consumer Protection Act*, Mont. Code Ann. § 30-14-101 *et seq.*; NEBRASKA - *Uniform Deceptive Trade Practices*
Act, NRS §§ 87-301 *et seq.*; NEVADA - *Deceptive Trade Practices Act*, Nevada Revised Statutes 598.0903 *et seq.*;
NEW JERSEY - *New Jersey Consumer Fraud Act*, NJSA 56:8-1 *et seq.*; NORTH CAROLINA - *North Carolina*
Unfair and Deceptive Trade Practices Act, N.C.G.S. 75-1.1, *et seq.*; NORTH DAKOTA - *Unlawful Sales or*
Advertising Practices, N.D. Cent. Code § 51-15-02 *et seq.*; OHIO - *Ohio Consumer Sales Practices Act*, R.C.
1345.01, *et seq.*; OREGON - *Oregon Unlawful Trade Practices Act*, ORS 646.605 *et seq.*; PENNSYLVANIA -
Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1 *et seq.*; RHODE ISLAND - *Rhode*
Island Deceptive Trade Practices Act, Rhode Island General Laws § 6-13.1-1, *et seq.*; SOUTH DAKOTA - *South*
Dakota Deceptive Trade Practices and Consumer Protection, SDCL ch. 37-24; TENNESSEE - *Tennessee Consumer*
Protection Act, Tenn. Code Ann. § 47-18-101 *et seq.*; TEXAS - *Texas Deceptive Trade Practices-Consumer*
Protection Act, TEX. BUS. & COM. CODE § 17.41, *et seq.*; VERMONT - *Consumer Fraud Act*, 9 V.S.A. §§ 2451 *et*
seq.; WASHINGTON - *Unfair Business Practices/Consumer Protection Act*, RCW §§ 19.86 *et seq.*; WEST
VIRGINIA - *West Virginia Consumer Credit and Protection Act*, W.Va. Code § 46A-1101 *et seq.*; WISCONSIN -
Wis. Stat. § 100.18 (Fraudulent Representations).

1 admission or concession of any violation of law or regulation, or of any other matter of fact or
2 law, or of any liability or wrongdoing, all of which Defendants expressly deny. Through this
3 Stipulation and the Judgment, Defendants do not admit any violation of law, and do not admit any
4 wrongdoing that was or could have been alleged by any of the signatory Attorneys General before
5 the date of the Judgment. No part of this Stipulation and the Judgment, including their statements
6 and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Defendants.
7 This Stipulation and the Judgment do not constitute an admission by Defendants that the Covered
8 Conduct violated or could violate the State Consumer Protection Laws. It is the intent of the
9 Parties that neither this Stipulation nor the Judgment shall be admissible or binding in any other
10 matter, including, but not limited to, any investigation or litigation, other than in connection with
11 the enforcement of this Judgment. No part of this Stipulation and the Judgment shall create a
12 private cause of action or convert any right to any third party for violation of any federal or state
13 statute or law, except that an Attorney General may file an action to enforce the terms of the
14 Judgment. Nothing contained in this Stipulation prevents or prohibits the use of this Stipulation
15 and/or the Judgment for purposes of enforcement by the California Attorney General.

16 9. Neither this Stipulation nor the Judgment creates a waiver or limits Defendants' legal
17 rights, remedies, or defenses in any other action by the California Attorney General, and does not
18 waive or limit Defendants' right to defend themselves from, or make arguments in, any other
19 matter, claim, or suit, including, but not limited to, any investigation or litigation relating to the
20 existence, subject matter, or terms of this Stipulation and/or the Judgment. Nothing in this
21 Stipulation and the Judgment shall waive, release, or otherwise affect any claims, defenses, or
22 other positions Defendants may assert in connection with any investigations, claims, or other
23 matters the Attorneys General are not releasing hereunder. Notwithstanding the foregoing, the
24 California Attorney General may file an action, or use other appropriate means, to enforce the
25 terms of this Judgment.

26 10. Neither this Stipulation nor the Judgment constitutes an approval by the Attorneys
27 General of Defendants' business practices, and Defendants shall make no representation or claim
28 to the contrary.

1 11. This Stipulation and the Judgment sets forth the entire agreement between the Parties
2 and supersedes all prior agreements or understandings, whether written or oral, between the
3 Parties and/or their respective counsel, with respect to the Covered Conduct.

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

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

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

19 15. The Signatory Deputy Attorney General warrants and represents that she is signing
20 this Stipulation in her official capacity, and that she is fully authorized by the California Attorney
21 General to enter into this Judgment, including but not limited to the authority to grant the release
22 contained in Section V of the Judgment, and to legally bind the California Attorney General's
23 Office to all of the terms and conditions of the Judgment.

24 16. The Parties agree that, if, subsequent to the Effective Date of this Judgment (as
25 defined by the Judgment), the federal government or any state, or any federal or state agency,
26 enacts or promulgates legislation or regulations with respect to matters governed by the Judgment
27 that creates a conflict with any provision of the Judgment and Defendants intend to comply with
28 the newly enacted legislation or regulation, Defendants shall notify the Attorneys General (or the

1 Attorney General of the affected State) of the same. If the Attorney General agrees, he or she
2 shall consent to a modification of such provision of the Judgment to the extent necessary to
3 eliminate such conflict. If the Attorney General disagrees and the Parties are not able to resolve
4 the disagreement, Defendants shall seek a modification from an appropriate court of any
5 provision of this Judgment that presents a conflict with any such federal or state law or regulation.
6 Changes in federal or state laws or regulations, with respect to the matters governed by this
7 Judgment, shall not be deemed to create a conflict with a provision of this Judgment unless
8 Defendants cannot reasonably comply with both such law or regulation and the applicable
9 provision of this Judgment.

10 17. The Judgment may be entered by any judge of the San Diego Superior Court.
11 Counsel for Plaintiff may submit the Judgment to any judge of the Superior Court for approval
12 and signature, during the Court's ex parte calendar or on any other ex parte basis. Defendants
13 waive the right to any personal notice of any such ex parte submission of the Judgment to the
14 Court. Defendants will accept notice of entry of judgment entered in this action by delivery of
15 such notice to its counsel of record, and agree that service of notice of entry of judgment will be
16 deemed personal service upon them for all purposes.

1 Dated: June 22, 2011

Respectfully Submitted,

2 KAMALA D. HARRIS
Attorney General of California
3 DANIEL A. OLIVAS
Supervising Deputy Attorney General
4 ALBERT NORMAN SHELDEN
JUDITH FIORENTINI
5 Deputy Attorneys General

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7 JUDITH FIORENTINI
8 Deputy Attorney General
9 *Attorneys for Plaintiff*

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(Additional signatures on next page)

1 Dated: June 20, 2011

Geoffrey E. Hobart
Matthew J. O'Connor
Covington & Burling LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004-2401

4
5 

6 MATTHEW J. O'CONNOR
7 *Attorneys for GlaxoSmithKline LLC and SB*
8 *Pharmco Puerto Rico, Inc.*

1 Dated: June 7, 2011

Emily Johnson Henn
Covington & Burling LLP
333 Twin Dolphin Drive
Suite 700
Redwood Shores, CA 94065-1418



EMILY JOHNSON HENN

Approved as to form.

*Attorney for GlaxoSmithKline LLC and SB
Pharmco Puerto Rico, Inc.*


1 Dated: June 16, 2011

Nina M. Gussack
Barry H. Boise
Pepper Hamilton LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103

Barry H. Boise


BARRY H. BOISE
*Attorneys for GlaxoSmithKline LLC and SB
Pharmco Puerto Rico, Inc.*

1 FOR GLAXOSMITHKLINE LLC

2
3 By: 
4 S. Mark Werner
5 Senior Vice President
6 GlaxoSmithKline LLC
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Date: 6.17.11

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SB PHARMCO PUERTO RICO, INC.
By: 
Desmond P. Burke
Trustee
SB Pharmco Puerto Rico, Inc.

Date: June 16th 2011

Exhibit 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

**THE PEOPLE OF THE STATE OF
CALIFORNIA,**

Plaintiff,

v.

**GLAXOSMITHKLINE LLC and SB
PHARMCO PUERTO RICO, INC.,**

Defendant.

Case No.

FINAL JUDGMENT

Plaintiff, the People of the State of California ("Plaintiff" or the "People"), having filed its Complaint and appearing through its attorney, Kamala D. Harris, Attorney General of the State of California, by Judith Fiorentini and Albert Norman Shelden, Deputy Attorneys General, and GlaxoSmithKline LLC and SB Pharmco Puerto Rico, Inc., (hereinafter "SB Pharmco" or "Defendants") by their attorneys, Covington & Burling LLP, by Geoffrey E. Hobart, Matthew J. O'Connor, and Emily Henn, and, Pepper Hamilton LLP, by Nina M. Gussack and Barry H. Boise, having stipulated as follows to the entry of this Final Judgment ("Judgment") by the Court

1 without trial or adjudication of any issue of fact or law, and without admission of wrongdoing or
2 liability of any kind as follows:

3 This Judgment may be signed by any judge of the San Diego Superior Court; and,
4 Plaintiff has filed its Complaint in this matter pursuant to California Business and
5 Professions Code sections 17200 and 17500 *et seq.*; and,

6 Defendants deny the allegations of the Complaint and denies any alleged violations; and,

7 This Judgment is made without trial or adjudication of any issue of fact or law or finding
8 of wrongdoing or liability of any kind; and,

9 Defendants do not admit any violation of law or any wrongdoing and that no part of this
10 Judgment, including its statements and commitments, shall constitute evidence of any liability,
11 fault or wrongdoing by Defendants; and,

12 The Court having considered the pleadings and the Stipulation for Entry of Final
13 Judgment ("Stipulation") executed by the Plaintiff and Defendants filed herewith, and good cause
14 appearing,

15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

16 **I. PARTIES AND JURISDICTION**

17 1. The People of the State of California is the Plaintiff in this case.

18 2. GlaxoSmithKline LLC and SP Pharmco Puerto Rico, Inc., are the Defendants in
19 this case.

20 3. The Court has jurisdiction over the subject matter of this action, jurisdiction over
21 the parties to this action, and venue is proper in this Court.

22 4. Defendants, at all relevant times, have transacted business in the State of
23 California, including, but not limited to, San Diego County.

24 5. This Judgment is entered pursuant to and subject to California Business and
25 Professions Code sections 17200 *et seq.* and 17500 *et seq.*

26 **II. DEFINITIONS**

27
28 The following definitions shall be used in construing this Judgment:

1 6. “GlaxoSmithKline LLC” or “GlaxoSmithKline” shall mean GlaxoSmithKline
2 LLC, all of its past and present officers, directors, shareholders, employees, subsidiaries,
3 divisions, predecessors, and successors.

4 7. “SB Pharmco Puerto Rico, Inc.” or “SB Pharmco” shall mean SB Pharmco Puerto
5 Rico, Inc., all of its past and present officers, directors, shareholders, employees, subsidiaries,
6 divisions, and predecessors.

7 8. “Covered Conduct” shall mean Defendants’ production, manufacturing,
8 processing, packing, holding, distribution, and sale of Covered Products manufactured at SB
9 Pharmco’s production facility at Cidra, Puerto Rico.

10 9. “Covered Products” shall mean those products, set forth in Exhibit A.

11 10. “Effective Date” shall mean the date on which a copy of this Judgment, is
12 approved by, and becomes a Judgment, of the Court.

13 11. “Multistate Working Group” shall mean the Attorneys General and their staff
14 representing Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware,
15 the District of Columbia, Florida, Hawaii¹, Idaho, Illinois, Iowa, Kansas, Kentucky, Maine,
16 Maryland, Massachusetts, Michigan, Missouri, Montana, Nebraska, Nevada, New Jersey, North
17 Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee,
18 Texas, Vermont, Washington, West Virginia, and Wisconsin.

19 12. “Multistate Executive Committee” shall mean the Attorneys General and their
20 staff representing Arizona, Florida, Illinois, Maryland, Oregon, Pennsylvania, Tennessee, and
21 Texas.

22 13. “Defendants” shall mean GlaxoSmithKline LLC and SB Pharmco Puerto Rico,
23 Inc.

24
25 ¹ Hawaii is being represented on this matter by its Office of Consumer Protection, an
26 agency which is not part of the state Attorney General’s Office, but which is statutorily
27 authorized to undertake consumer protection functions, including legal representation of the State
28 of Hawaii. For simplicity, the entire group will be referred to as the “Attorneys General,” and
 such designation, as it includes Hawaii, refers to the Executive Director of the State of Hawaii
 Office of Consumer Protection.

14. "Parties" shall mean the People of the State of California and Defendants.

15. "Attorneys General" shall mean the Attorneys General of the Multistate Working Group.

III. COMPLIANCE PROVISIONS

16. In accordance with sections 17203 and 17535 of the California Business and Professions Code:

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

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

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

IV. DISBURSEMENT OF PAYMENTS: PAYMENT TO THE STATES

17. Within thirty (30) days of the Effective Date of this Judgment, Defendants shall pay \$40.75 million (\$40,750,000) to be divided and paid by Defendants directly to each Attorney General of the Multistate Working Group in an amount to be designated by and in the sole discretion of the Multistate Executive Committee. Said payment shall be used by the Attorneys General for attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection enforcement fund, consumer education or litigation or local consumer aid or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of each Attorney General.

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V. RELEASE

18. Upon entry of this Judgment, the Plaintiff releases and forever discharges Defendants and all of their past and present officers, directors, shareholders, employees, subsidiaries, divisions, parents, predecessors, successors, assigns, and transferees (collectively, the "Released Parties"), from the following: all civil claims, causes of action, parens patriae claims, damages, restitution, fines, costs, attorneys' fees, remedies and/or penalties that were or could have been asserted against the Released Parties by the Attorney General under California Business and Professions Code sections 17200 *et seq.* and 17500 *et seq.* or any amendments to these code sections, or by common law claims concerning unfair, deceptive, or fraudulent trade practices resulting from the Covered Conduct, up to and including the Effective Date of this Judgment (collectively, the "Released Claims").

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

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

B. Any criminal liability that any person or entity, including Released Parties, has or may have to the State of California;

C. Any civil or administrative liability that any person or entity, including Released Parties, has or may have to the State of California, under any statute, regulation, or rule not expressly covered by the release in Paragraph 18 above, including, but not limited to, any and all of the following claims:

i. State or federal antitrust violations;

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

iii. Claims involving “best price,” “average wholesale price,” or “wholesale acquisition cost”;

iv. State false claims violations; and

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

D. Actions of state program payors of the State of California arising from the Covered Conduct, except for the release of civil penalties under the state consumer protection laws cited in footnote 3 of the Stipulation.

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

VI. DISPUTE RESOLUTION

20. For the purposes of resolving disputes with respect to compliance with this Judgment, should any of the signatory Attorneys General believe that one or both Defendants have violated a provision of this Judgment subsequent to the Effective Date, then such Attorney General shall notify that Defendant or those Defendants in writing of the specific objection, identify with particularity the provisions of this Judgment that the practice appears to violate, and give Defendants thirty (30) days to respond to the notification.

21. Upon receipt of written notice from any of the Attorneys General, each Defendant receiving such notice shall provide a good-faith written response to the Attorney General notification, containing either a statement explaining why that Defendant believes it is in compliance with the Judgment or a detailed explanation of how the alleged violation occurred and statement explaining how and when that Defendant intends to remedy the alleged violation.

22. Except as set forth in Paragraphs 24 and 25 below, the Attorney General may not take any action during the thirty (30) day response period. Nothing shall prevent the Attorney General from agreeing in writing to provide Defendant with additional time beyond the thirty (30) days to respond to the notice.

1 23. The Attorney General may not take any action during which a modification
2 request is pending before a court pursuant to Paragraph 16 of the Stipulation, except as provided
3 for in Paragraphs 24 and 25 below.

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

6 25. The Attorney General may assert any claim that one or both Defendants have
7 violated this Judgment in a separate civil action to enforce compliance with this Judgment, or
8 may seek any other relief afforded by law, but only after providing Defendant or Defendants an
9 opportunity to respond to the notification as described above; provided, however, that the
10 Attorney General may take any action if the Attorney General believes that, because of the
11 specific practice, a threat to the health or safety of the public requires immediate action.

12
13 **VII. COMPLIANCE WITH ALL LAWS**

14 26. Except as expressly provided in this Judgment, nothing in this Judgment shall be
15 construed as:

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

19 B. Limiting or expanding in any way any right any state represented by the
20 Multistate Working Group may otherwise have to enforce applicable state law or obtain
21 information, documents, or testimony from Defendants pursuant to any applicable state law,
22 regulation, or rule, or any right Defendants may otherwise have to oppose any subpoena, civil
23 investigative demand, motion, or other procedure issued, served, filed, or otherwise employed by
24 the State pursuant to any such state law, regulation, or rule.

25
26 **VIII. GENERAL PROVISIONS**

27 27. This Judgment relates solely to the Covered Conduct.
28

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

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

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

10
11 For GlaxoSmithKline LLC and SB Pharmco Puerto Rico, Inc.:

12 Matthew J. O'Connor
13 Covington & Burling LLP
14 1201 Pennsylvania Avenue, NW
15 Washington, DC 20004-2401

16 Barry H. Boise
17 Pepper Hamilton LLP
18 3000 Two Logan Square
19 Eighteenth and Arch Streets
20 Philadelphia, PA 19103

21 For State of California:
22 Judith Fiorentini, Deputy Attorney General
23 California Attorney General's Office
24 110 West A Street, Suite 1100
25 San Diego, California 92101

26
27 31. This Court retains jurisdiction of this Judgment and the Parties hereto for the
28 purpose of enforcing and modifying this Judgment and for the purpose of granting such additional
relief as may be necessary and appropriate.

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32. The Clerk is ordered to enter this Judgment forthwith.

Dated: JUN 23 2011

MICHAEL S. GROCH
JUDGE OF THE SUPERIOR COURT

Exhibit A

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

PRODUCT NAME
Abreva® (Docosanol) Cream 10 %
Albenza® (albendazole, USP)
Avandamet® (Roglitazone maleate/Metformin HCL)
Avandia® (Rosiglitazone Maleate)
Bactroban® (Mupirocin) Ointment
Bactroban Cream® (Mupirocin Calcium)
Tagamet® / Cimetidine USP / Tagamet® HB
Compazine®
Coreg® (carvedilol)
Denavir Cream® (Penciclovir) ¹
Dibenzyl® ²
Dyazide®
Dyrenium® ²
Ecotrin® Aqueous Film Coated
Factive® (gemifloxacin mesylate) ³
Kytril® (Granisetron HCl) ⁴
Paxil® (Paroxetine HCl) ⁵
Paxil® Oral Suspension (Paroxetine HCL)
Paxil CR® (Paroxetine HCL)
Relafen® (Nabumetone)
Stelazine®
Thorazine®

¹ Divested as part of GlaxoSmithkline merger but manufactured at Cidra, until transferred to new owner (Novartis).

² Divested product: manufactured at Cidra, until transferred to new owner (Wellspring).

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

⁴ Divested as part of GlaxoSmithkline merger but manufactured at Cidra, until transferred to new owner (Roche).

⁵ Generic version of product manufactured at Cidra but distributed by PAR Pharmaceutical.