

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice, the United States Attorney's Office for the Eastern District of Wisconsin and the United States Attorney's Office for the Western District of Louisiana and on behalf of the Office of Inspector General ("OIG-HHS") of the Department of Health and Human Services ("HHS"), TriCare Management Activity ("TMA"), the Office of Personnel Management ("OPM"), and the United States Department of Veterans Affairs ("VA") (collectively the "United States"); Kos Pharmaceuticals, Inc. ("Kos"); and the relators as identified in Paragraphs (B) and (C) of the Preamble to this Agreement ("Relators"). Collectively, all of the above will be referred to as "the Parties."

II. PREAMBLE

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

A. At all relevant times, Kos Pharmaceuticals, Inc., a Delaware corporation, distributed, marketed and sold pharmaceutical products in the United States, including drugs sold under the names Niaspan and Advicor.

B. Nanci Johnson ("Johnson"), Therese Lakebrink ("Lakebrink"), and Ruth Westover ("Westover") filed a qui tam action on March 19, 2004, in the United States District Court for Eastern District of Wisconsin, captioned *United States of American ex rel. Nanci Johnson, et al. v. Kos Pharmaceuticals, Inc.*, Case No. 04-C-277.

C. Amanda Cash and Kimberly Scullin filed a qui tam action in the United States District Court for the Western District of Louisiana, captioned *United States of America ex rel.*

Amanda Cashi et al. v. Kos Pharmaceuticals, Inc., Case No. 04-1450.

D. The qui tam actions identified in Paragraphs (B) and (C) will be referred to collectively as the "Civil Actions." The individuals named as having filed the Civil Actions will be referred to collectively as the "Relators."

E. Kos will be entering into separate settlement agreements, hereinafter referred to as the "Medicaid State Settlement Agreements," with states and the District of Columbia (referred to collectively as the "Medicaid Participating States") in settlement of the Covered Conduct described in paragraph H below.

F. The United States and the Medicaid Participating States contend that Kos caused claims for payment for Niaspan and Advicor to be submitted to the Medicaid Program ("Medicaid"), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v.

G. The United States further contends that Kos caused claims for payment for Niaspan and Advicor to be submitted to the TRICARE Program, 10 U.S.C. §§ 1071-1109, and claims for payment for Advicor to be submitted to the Federal Employees Health Benefits Program ("FEHBP"), 5 U.S.C. §§ 8901-8914, and caused purchases of Niaspan by the Veterans Affairs Program ("VA"), 38 U.S.C. §§ 1701-1743.

H. The United States and the Medicaid Participating States contend that they have certain civil claims, as specified in Paragraph 2 below, against Kos for engaging in the following conduct during the period from January 1, 2000 through December 31, 2006 (hereinafter referred to as the "Covered Conduct"):

1: Kos directly and indirectly offered and paid doctors, other medical professionals, physician groups, and managed care organizations illegal remuneration in the form of money,

free travel, grants, honoraria, and other valuable goods and services, in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7(b), to induce such physicians, medical professionals, physician groups and managed care organizations to prescribe or recommend Niaspan and Advicor, thus knowingly causing the submission of false claims for payment for Niaspan and Advicor to Medicaid and TRICARE, and causing purchases of Niaspan by the VA; and

2. Kos promoted the sale and use of Advicor for use as first-line therapy. Such an off-label use was not approved by the Food and Drug Administration ("FDA") nor was it a medically-accepted indication for which the United States and State Medicaid programs provided coverage for Advicor. As a result of the company's conduct, Kos knowingly caused the submission of false or fraudulent claims for payment to Medicaid, TRICARE, FEHBP and caused purchases by the VA.

I. The United States also contends that it has certain administrative claims against Kos for engaging in the Covered Conduct.

J. This Agreement is made in compromise of disputed claims. This Agreement is not an admission of facts or liability by Kos, nor a concession by the United States that its claims are not well-founded.

K. 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.

III. TERMS AND CONDITIONS

1. Kos agrees to pay to the United States and the Medicaid Participating States \$38,159,742 plus interest, accrued at the rate of three percent, from June 11, 2010, to the date

payment is made pursuant to this Agreement (the "Civil Settlement Amount). The foregoing payments shall be made as follows:

(a) Kos shall pay to the United States the sum of \$33,705,310 plus interest from June 11, 2010, until the date payment is made pursuant to this Agreement (the "Federal Civil Settlement Amount"). The Federal Civil Settlement Amount shall be paid by Kos to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States Department of Justice. Kos agrees to make this electronic funds transfer no later than five days after the Effective Date of this Agreement.

(b) Kos shall pay to the Medicaid Participating States the sum of \$4,454,432 plus interest from June 11, 2010, until the date payment is made pursuant to this Agreement, under the terms and conditions of the Medicaid State Settlement Agreements entered into by Kos. This Medicaid State Settlement shall be paid by electronic funds transfer pursuant to written payment instructions from the negotiating team for the Medicaid Participating States.

(c) Relators claim entitlement under 31 U.S.C. 3730(d) to a share of the proceeds of this Agreement, but Relators and the United States have not agreed on the entitlement or amount of that award, if any.

2. Subject to the exceptions in Paragraph 7 (concerning excluded claims), below, in consideration of the obligations of Kos in this Agreement, conditioned upon Kos' full payment of the Federal Civil Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Kos, its predecessors, affiliates, divisions, parents, subsidiaries and assigns, 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; or the common law theories of payment by mistake, unjust enrichment and fraud.

3. Subject to the exceptions in Paragraph 7 (concerning excluded claims), below, in consideration of the obligations of Kos in this Agreement, conditioned upon Kos' full payment of the Civil Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, agree to release Kos, its predecessors, affiliates, divisions, parents, subsidiaries and assigns, from any civil monetary claim that any of the Relators has asserted, could have asserted, or may assert in the future relating in any way to the Covered Conduct, including under the False Claims Act, 31 U.S.C. §§ 3729-3733, or from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs, except as they relate to enforcing the terms of this Agreement.

4. In consideration of the obligations of Kos set forth in this agreement, conditioned upon Kos's full payment of the Civil Settlement Amount and compliance with the Notice and Integrity Requirements (defined below), 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 Kos under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) and 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph 7, below, and as reserved in this Paragraph 4. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Kos from Medicare, Medicaid, or other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory

exclusion) based upon the Covered Conduct. Nothing in this Paragraph 4 precludes the
OIG-HHS from taking action against entities or persons, or for conduct and practices, for which
claims have been reserved in Paragraph 7, below. Furthermore, in connection with this
Paragraph 4:

a. Kos represents that it was acquired by another, much larger
pharmaceutical company on in December 31, 2006 and that Kos is currently a wholly owned
subsidiary of that company. Kos further represents that, as of the Effective Date, it is not
engaged in the manufacturing, marketing, sale, or distribution of any products that are
reimbursed by Federal health care programs as defined in 42 U.S.C. § 1320a7b(f) ("Covered
Products").

b. Kos agrees that if, during the five year period beginning on the Effective
Date of this Agreement, Kos intends to engage in the manufacture, marketing, sale, or
distribution of any Covered Products or if it intends to acquire a Covered Product, it shall notify
OIG-HHS, in writing, of that intention 90 days prior to commencing the manufacture, marketing,
sale, distribution, or acquisition of the Covered Product. This notice shall be provided to the
Assistant Inspector General for Legal Affairs, Office of Counsel to the Inspector General, Room
5527, Cohen Building, 330 Independence Avenue, S.W., Washington, DC 20201. Kos further
agrees that upon providing such notice to OIG-HHS, it shall negotiate and enter into a Corporate
Integrity Agreement (CIA) with the OIG-HHS prior to the manufacturing, marketing, selling,
distributing, or acquiring of any Covered Product. (These obligations to provide notice and to
negotiate and enter into a CIA shall be referred to collectively as the "Notice and Integrity
Requirements.") The CIA shall address Kos's compliance with Federal health care program

requirements and the requirements of the Food and Drug Administration (FDA). The CIA shall contain terms appropriate to the operations of Kos's business, as determined at the sole discretion of the OIG-HHS after considering, among other things, information and documentation provided by Kos and after consultation with the FDA.

c. If Kos fails to comply with the Notice and Integrity Requirements set forth in this Paragraph 4, the OIG-HHS may rescind the releases provided in this Paragraph. In the event that the OIG-HHS opts to rescind the releases provided in this Paragraph 4, Kos agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any administrative claims that (a) are filed by the OIG-HHS within 180 calendar days of written notification to Kos that the administrative releases provided in this Paragraph 4 have been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement.

5. In consideration of the obligations of Kos set forth in this Agreement, conditioned upon Kos' full payment of the Civil Settlement Amount, TMA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Kos under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph 7 (concerning excluded claims), below, and as reserved in this Paragraph. TMA expressly reserves authority to exclude Kos 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 7, below.

6. In consideration of the obligations of Kos in this Agreement, conditioned upon Kos' full payment of the Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action against Kos under 5 U.S.C. § 8902a, 5 C.F.R. 919, or 5 C.F.R. Part 970 for the Covered Conduct, except as reserved in Paragraph 7 (concerning excluded claims), below and except if required by 5 U.S.C. § 8902a(b). 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 7, below.

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

- 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 failure to deliver goods or services due;

h. Any civil or administrative liability of individuals (including former directors, officers, employees, agents, or shareholders of Kos) who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual), are indicted, charged, or convicted, or who enter into a plea agreement related to the Covered Conduct.

8. 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 that the Settlement Amounts are also fair, adequate, and reasonable under all the circumstances. In connection with this Agreement and this Civil Action, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Action in order to dismiss the Civil Action, nor any dismissal of the Civil Action, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the percentage, if any, that Relators should receive of any proceeds of the settlement, and that no agreements concerning Relator share have been reached to date.

9. Kos waives and shall not assert any defenses Kos 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.

10. Kos fully and finally releases the United States, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Kos 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 and the United States' investigation and prosecution thereof.

11. Kos fully and finally releases the Relator from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Kos has asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

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

13. Kos 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 Kos, 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 Federal Employees Health Benefits Program (FEHBP):

- (1) the matters covered by this Agreement;
 - (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
 - (3) Kos' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
 - (4) the negotiation and performance of this Agreement;
 - (5) the payment Kos makes to the United States pursuant to this Agreement and any payments that Kos may make to Relators, including costs and attorneys fees;
- and

b. Future Treatment of Unallowable Costs: These Unallowable Costs shall be separately determined and accounted for by Kos, and Kos 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 Kos or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Kos

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 Kos 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. Kos agrees that the United States, at a minimum, shall be entitled to recoup from Kos 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 Kos or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Kos 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 Kos' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

14. Kos agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Kos shall

encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Kos agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by its counsel or other agent.

15. 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 to the extent provided for in Paragraph 16 (waiver for beneficiaries paragraph), below.

16. Kos 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.

17. Kos 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 constitute a contemporaneous exchange for new value given to Kos, 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 Kos was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

18. Upon receipt of the payments described in Paragraph 1, above, the United States and Relators shall promptly sign and file in the Civil Actions a Notice of Intervention and a Joint Stipulation of Dismissal With Prejudice of the claims against Kos related to the Covered Conduct.

19. 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.

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

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

22. 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 District in which each action was filed.

23. 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.

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

25. The individuals signing this Agreement on behalf of Kos represent and warrant that they are authorized by Kos to execute this Agreement. The individual(s) signing this Agreement on behalf of the 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.

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

27. This Agreement is binding on Kos' successors, transferees, heirs, and assigns.

28. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

29. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

30. 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

DATED: 12/06/2010

BY: Elizabeth A. Rinaldo

JOYCE R. BRANDA
Director, Civil Frauds Division, Commercial Litigation Branch
JAMIE ANN YAVELBERG
ELIZABETH RINALDO
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Facsimile: (202) 305-4117

DATED: _____

BY: _____

JAMES L. SANTELLE
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STACY C. GERBER WARD
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517 E. Wisconsin Ave.
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Facsimile: (414) 297-4394

DATED: November 30, 2010

BY: Stephanie A. Finley

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KATHERINE VINCENT
Assistant United States Attorney
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800 Lafayette Street, Suite 2200
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(337) 262-6618.

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

JOYCE R. BRANDA
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U.S. Department of Justice
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DATED: July 16, 2010

BY: James L. Santelle

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DATED: _____

BY: _____

STEPHANIE A. FINLEY
United States Attorney
KATHERINE VINCENT
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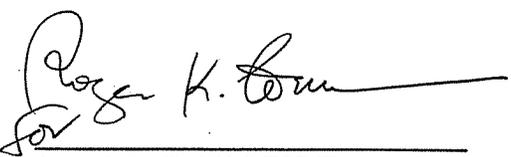
DATED: 11/30/10

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: 7/8/2010

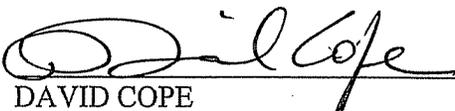
BY: 

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

DATED: 7/8/10

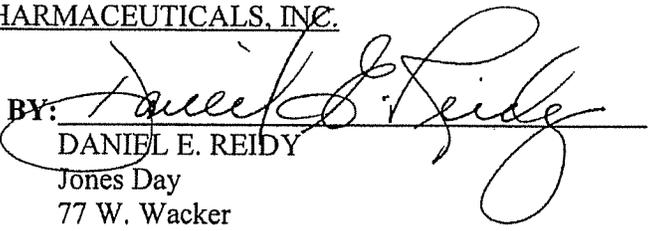
BY: 
SHIRLEY R. PATTERSON
Acting Deputy Associate Director
Insurance Operations Center for Retirement & Insurance
Services
United States Office of Personnel Management

DATED: 7/12/2010

BY: 
DAVID COPE
Debarring Official
Office of the Assistant Inspector General for Legal
Affairs
United States Office of Personnel Management

KOS PHARMACEUTICALS, INC.

DATED: 11/19/10

BY: 
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Facsimile: (312) 782-8585
Counsel for Kos Pharmaceuticals, Inc.

RELATORS

DATED: 7/14/10

BY: 
NANCI JOHNSON

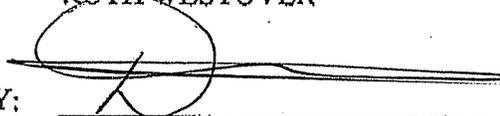
DATED: _____

BY: _____
THERESE LAKEBRINK

DATED: _____

BY: _____
RUTH WESTOVER

DATED: 7/20/10

BY: 
DANIEL D. WHETTER
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Fax: (920) 863-1891

RELATORS

DATED: _____

BY: _____
NANCI JOHNSON

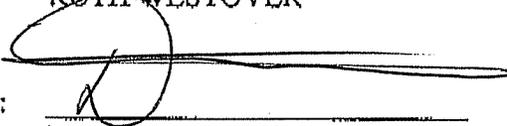
DATED: 7-14-10

BY: *Therese Lakebrink*
THERESE LAKEBRINK

DATED: _____

BY: _____
RUTH WESTOVER

DATED: 7/20/10

BY: 
DANIEL D. WHETTER
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RELATORS

DATED: _____

BY: _____
NANCI JOHNSON

DATED: _____

BY: _____
THERESE LAKEBRINK

DATED: 7/18/2010

BY: *Ruth Westover*
RUTH WESTOVER

DATED: 7/20/10

BY: _____
DANIEL D. WHETTER
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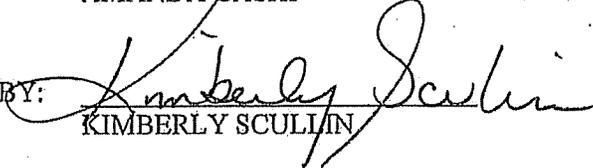
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Fax: (920) 863-1891

RELATORS

DATED: _____

BY: _____
AMANDA CASHI

DATED: 7-28-10

BY: 
KIMBERLY SCULLIN

DATED: _____

BY: _____
WILLIAM L. GOODE
The Goode Law Firm, A P.L.C.
812 Johnston Street
Lafayette, LA 70502
(337) 234-0600
Counsel for Relators Amanda Cashi and Kimberly Scullin

DATED: _____

BY: _____
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(202) 833-4567
Counsel for Relators Amanda Cashi and Kimberly Scullin

RELATORS

DATED: 7-28-10

BY: Amanda Cash
AMANDA CASHI

DATED: _____

BY: _____
KIMBERLY SCULLIN

DATED: _____

BY: _____
WILLIAM L. GOODE
The Goode Law Firm, A P.L.C.
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Counsel for Relators Amanda Cash and Kimberly Scullin

DATED: _____

BY: _____
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RELATORS

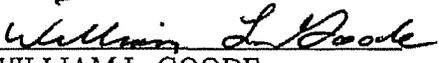
DATED: _____

BY: _____
AMANDA CASHI

DATED: _____

BY: _____
KIMBERLY SCULLIN

DATED: 7/28/10

BY: 
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812 Johnston Street
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