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 Defense Health Agency ("DHA"), acting on behalf of the TRICARE Program; the Office of Personnel Management ("OPM"), which administers the Federal Employees Health Benefits Program ("FEHBP"); the Office of Workers Compensation Programs ("OWCP") of the United States Department of Labor ("DOL-OWCP"); and the United States Department of Veterans Affairs ("VA") (collectively, the "United States"); Abbott Laboratories, ("Abbott") and AbbVie Inc., (collectively "the Abbott Parties"); and Relator Amy Bergman ("Relator") hereafter collectively referred to as "the Parties," through their authorized representatives.

RECITALS

A. Abbott Laboratories is an Illinois corporation with its principal place of business in Abbott Park, Illinois. At all relevant times, Abbott marketed the drug fenofibrate under the trade name of TriCor® as part of its research-based pharmaceuticals business. As of January 1, 2013, Abbott completed the separation of its research-based pharmaceuticals business, which became an independent company, AbbVie Inc. AbbVie Inc. is a Delaware corporation with its principal place of business in North Chicago, Illinois.

B. On September 18, 2009, Relator filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania captioned *United States ex rel. Amy Bergman, et al. v. Abbott Laboratories,* Civil Action No. 09-04264, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. §3730(b). The operative amended complaint was filed on January 6, 2012, and is captioned *United States ex rel. Amy Bergman, et al. v. Abbott Laboratories*, Civil Action No. 2:09-cv-04264 ("the Civil Action").

C. The United States declined to intervene in the Civil Action on March 22, 2012.

D. The Abbott Parties will be entering into separate settlement agreements, described in Paragraph 1(b) below (hereinafter referred to as the "State Settlement Agreements"), with certain states in settlement of the Covered Conduct, as that term is defined herein. States with which the Abbott Parties execute a State Settlement Agreement in the form to which the Abbott Parties and the National Association of Medicaid Fraud Control Units ("NAMFCU") Negotiating Team have agreed, or in a form otherwise agreed to by the Abbott Parties and an individual State, shall be defined as "Participating States."

E. The Relator contends that Abbott caused claims for payment for TriCor to be submitted to the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid"), the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 ("Medicare"), the TRICARE Program, 10 U.S.C. §§ 1071-1110b ("TRICARE"), the Federal Employees Health Benefit Program, 5 U.S.C. §§ 8901-8914 ("FEHBP"), and the Federal Employees' Compensation Act, 5 U.S.C. § 8101 *et seq.* ("FECA"), and caused purchases by the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17 ("VA").

F. The Relator contends that, during the period from January 1, 2006 through December 31, 2008, Abbott:

1. Marketed and sold TriCor® (1) for use in treating, preventing or reducing cardiovascular event and other cardiac health risk, (2) for use in combination with statin drugs, and (3) for first-line treatment of diabetic patients, including treatment to prevent or reduce cardiac health risks in diabetic patients—uses that were not FDA-approved and were not covered by Medicaid, Medicare, TRICARE, FEHBP, VA, or OWCP; and