PART A

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel.,
MIKE HUNTER,
ATTORNEY GENERAL OF OKLAHOMA,

Plaintiff,

vs.

(1) PURDUE PHARMA L.P.;
(2) PURDUE PHARMA, INC.;
(3) THE PURDUE FREDERICK COMPANY,
(4) TEVA PHARMACEUTICALS USA, INC.;
(5) CEPHALON, INC.;
(6) JOHNSON & JOHNSON;
(7) JANSSEN PHARMACEUTICALS, INC,
(8) ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., n/k/a JANSSEN PHARMACEUTICALS;
(9) JANSSEN PHARMACEUTICA, INC., n/k/a JANSSEN PHARMACEUTICALS, INC.;
(10) ALLERGAN, PLC, f/k/a ACTAVIS PLC, f/k/a ACTAVIS, INC., f/k/a WATSON PHARMACEUTICALS, INC.;
(11) WATSON LABORATORIES, INC.;
(12) ACTAVIS LLC; and
(13) ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC.,

Defendants.

Case No. CJ-2017-816
Honorable Thad Balkman

William C. Hetherington
Special Discovery Master

CONFIDENTIAL
FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER DATED APRIL 16, 2018

DEFENDANTS TEVA PHARMACEUTICALS USA, INC., CEPHALON, INC., WATSON LABORATORIES, INC., ACTAVIS LLC, AND ACTAVIS PHARMA, INC., f/k/a WATSON PHARMA, INC.'S MOTION FOR PROTECTIVE ORDER AND TO MAINTAIN CONFIDENTIALITY OF CERTAIN DOCUMENTS AT TRIAL

DOCUMENTS SEALED PER COURT ORDER DATED APRIL 16, 2018

CONFIDENTIAL—TO BE FILED UNDER SEAL

Pursuant to Section 15 of the Amended Protective Order ("Protective Order") and the Court's direction at the pretrial conference, Defendants Watson Laboratories, Inc. ("Watson"), Actavis LLC ("Actavis LLC"), Actavis Pharma, Inc. ("Actavis Pharma"), Teva Pharmaceuticals USA, Inc. ("Teva USA") and Cephalon, Inc. ("Cephalon")[1] move for protection to maintain the confidentiality of three discrete categories of confidential and commercially sensitive documents at trial: (a) a settlement agreement to resolve patent litigation involving opioid medicines; (b) an internal investigative and disciplinary report (which contains employee information) ; and (c) private manufacturing, supply, and/or distribution agreements that contain competitive terms, including pricing information.[2] While the Teva and Actavis Generic Defendants respect the importance of public access to trials, these narrow categories of documents reflect sensitive business information, trade secrets, and/or employee personnel information to which the public has no right (or need) to access. Accordingly, the Teva and Actavis Generic Defendants request that the Court grant this Motion to maintain the confidentiality of these documents under the Protective Order to the extent they are introduced at trial.

ARGUMENT

The public's general right to access court records is "not absolute." *Nixon v. Warner Comms., Inc.*, 435 U.S. 589, 598 (1978). Under the Oklahoma Trade Secret Act, for example,

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[1] Watson, Actavis LLC, and Actavis Pharma are referred to as the "Actavis Generic Defendants." Teva USA and Cephalon are referred to as the "Teva Defendants."

[2] The Teva and Actavis Generic Defendants raise these limited objections to documents that the State intends to use at trial. By filing this motion, the Teva and Actavis Generic Defendants do not waive prior confidentiality designations as to other documents not introduced as exhibits at trial. Indeed, the Teva and Actavis Defendants contain to maintain the confidentiality of all such documents (designated as "Confidential" or "Highly Confidential") for discovery purposes.

courts must "preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders . . . [or] *sealing the records of the action.*" 78 O.S. § 90 (emphasis added). And Oklahoma courts do so, recognizing that an unnecessary disclosure of trade secrets can "jeopardize if not destroy a party's property rights." *Graham v. Dist. Court of Seventh Judicial Dist., Oklahoma Cnty.,* 1976 OK 49 ¶ 9, 548 P.2d 1010, 1012 (citation omitted). Likewise, federal courts have held that, "[w]hen there is a compelling interest in secrecy, as in the case of trade secrets, . . . the entirety of a trial record can be sealed." *Jessup v. Luther,* 277 F.3d 926, 928 (7th Cir. 2002).

Similarly, "public access may be denied to protect sensitive confidential information." *No Cost Conf. Inv. v. Windstream Comms., Inc.,* 940 F. Supp. 2d 1285, 1307 (S.D. Cal. 2013); *see also Nixon,* 435 U.S. at 598 (explaining that courts are authorized to seal "business information that might harm a litigant's competitive standing"). In fact, Oklahoma law expressly contemplates the issuance of protective orders to limit the disclosure not only of "a trade secret," but also "other confidential research, development or commercial information." 12 O.S. § 3226(C)(1)(g); *see also Online Oil, Inc. v. CO&G Prod. Grp., LLC,* 2015 WL 13694638, at *2 (Okla. Dist. July 30, 2015) (finding strategies and business models confidential). And courts across the country "commonly" seal such information, thereby restricting its public disclosure. *Cumberland Packing Corp. v. Monsanto Co.,* 184 F.R.D. 504, 506 (E.D.N.Y. 1999) (applying principle).

The Protective Order embodies these well-settled principles. Paragraph 2 of the Protective Order precludes the disclosure of "Confidential" or "Highly Confidential" information, which is defined to cover:

(a) information prohibited from disclosure by any applicable laws and regulations;

(b) confidential research, development or commercial information (*see* 12 O.S. § 3226(C)(1)(g);

(c) trade secret information, including a formula, pattern, compilation, program, device, method, technique or process that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

(d) medical or other "Protected Health Information" concerning any individual that is subject to the entry of a separate order pursuant to the Health Insurance Portability and Accountability Act;

(e) personal identity information;

(f) income tax returns (including attached schedules and forms), W-2 forms and 1099 forms; or

(g) personnel or employment records of a person who is not a party to the case.

See April 16, 2018 Protective Order, at ¶ 2.

In addition, Paragraph 3 of the Protective Order provides additional protection for "trade secrets." *Id.* at ¶ 3. The Oklahoma Trade Secret Act defines "trade secrets" as:

> "[I]nformation, including a formula, pattern compilation, program, device, method, technique or process, that:
>
> a. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and
>
> b. is subject of efforts that are reasonable under the circumstances to maintain its secrecy."

78 O.S. § 86(4).

Regardless of jurisdiction, courts routinely protect trade secret and other sensitive commercial information from public disclosure; indeed, courts regularly permit such materials to be filed under seal to avoid public access. *See, e.g., Cardenas v. Dorel Juvenile Group Inc.*, 230 F.R.D. 635 (D. Kan. 2005) (internal testing documents, internal meeting notes, sales reports, and emails discussing the product at issue were properly designated as trade secret or commercial

information); *Aevoe Corp. v. AE Tech. Co., No. 2:12-CV-00053-GMN,* 2013 WL 6210648, at *1–2 (D. Nev. Nov. 27, 2013) (granting defendants' motion to file certain deposition transcripts under seal that discuss: business relationships, corporate ownership information, and organizational charts which depicts names of officers and their reporting relationships.); *Clark v. Metropolitan Life Ins. Co.,* 2010 WL 1006823, * 1 (D. Nev. Mar. 16, 2010) (sealing "confidential internal business deliberations, organization, and capabilities"); *Bayer Cropscience Inc. v. Syngenta Crop Prot.*, LLC, 979 F. Supp. 2d 653, 656–57 (M.D.N.C. 2013) (same as to "confidential marketing and sales information"); *Hamilton v. State Farm Mut. Auto. Ins. Co.*, 204 F.R.D. 420, 423 (S.D. Ind. 2001) (issuing protective order under Rule 26 (c)(7) based on a finding that documents containing claims handling philosophies and strategies unique to Defendant were trade secrets); *In re Zyprexa Injunction*, 474 F. Supp. 2d 385, 404 (E.D.N.Y. 2007) (holding "confidential preliminary research, development ideas, commercial information, product planning, and employee training techniques" to be "protectable" documents under Rule 26(c)); *TriQuint Semiconductor, Inc. v. Avago Techs. Ltd.*, No. CV 09-1531-PHX JAT, 2011 WL6182346, at *4 (D. Ariz. Dec. 13, 2011) (granting a motion to seal because disclosing "confidential business dealings with third parties" can harm a parties' competitive standing).

Consistent with these principles, the Teva and Actavis Defendants request that the Court maintain the asserted confidentiality over the following three categories of exhibits for purposes of trial:

(1) <u>Settlement Agreement</u> (1 document)

- TEVA_OK_05039942 (Exhibit 1)
  - Settlement Agreement, Execution Version dated 8/28/2006
  - Agreement between Purdue Pharma L.P. and Teva Pharmaceuticals USA Inc., related to patent litigation resulting from Teva's request for approval of generic OxyContin®

(2) **Report Of Compliance Investigations And Disciplinary Actions (1 document)**

- TEVA_OK_04848111 (Exhibit 2)
  - Cephalon, Inc. Compliance Investigations and Disciplinary Actions Report
  - Log of all compliance incidents and resolutions and remediation related to Cephalon employees from 2004 to 2008;

(3) **Manufacturing, Supply, and/or Distribution Agreements (16 documents)**

- TEVA_OK_00898621 (Exhibit 3)
  - Distribution and Supply Agreement by and Between Purdue Pharma L.P. and Teva Pharmaceuticals USA, Inc., Draft dated 12/5/2014;

- TEVA_OK_00898620 (Exhibit 4)
  - Email between Michelle Osmian and Colleen McGinn, Subject: Purdue-Teva Distribution and Supply Agreement.DOCX;

- TEVA_OK_03321424 (Exhibit 5)
  - Distribution and Supply Agreement by and Between Purdue Pharma L.P. and Teva Pharmaceuticals USA, Inc., Execution Copy dated 12/18/2014;

- TEVA_OK_05062553 (Exhibit 6)
  - Manufacturing and Supply Agreement between Siefgriend (USA) Inc., and Plantex USA Inc. dated 2/8/2010;

- TEVA_OK_03475218 (Exhibit 7)
  - Supply Agreement between Teva Pharmaceutical Industries LTD and Allergan PLC, Executed Version dated 8/2/2016;

- TEVA_OK_05035391 (Exhibit 8)
  - Amendment to Development and Supply Agreement between Noramco Inc., and Teva Pharmaceuticals USA, Inc., dated 1/7/2010;

- TEVA_OK_05040500 (Exhibit 9)
  - Supply Agreement between Noramco and Amide Pharmaceutical, Inc., dated 9/7/2004;

- TEVA_OK_05046558 (Exhibit 10)
  - Supply Agreement between Mallinckrodt Inc., and Cephalon Inc., dated 1/1/2008;

- TEVA_OK_05046606 (Exhibit 11)
  - Amended and Restated Supply Agreement between Mallinckrodt Inc., and Cephalon Inc., dated 7/01/2009;

- TEVA_OK_05046591 (Exhibit 12)

- Amendment No. 1 to Amended and Restated Agreement
- Letter agreement between Mallinckrodt Inc, and Cephalon Inc., dated 7/1/2009;

- TEVA_OK_05054380 (Exhibit 13)
  - Supply Agreement between Noramco Inc., and Actavis Elizabeth LLC, dated 1/1/2009;

- TEVA_OK_05055550 (Exhibit 14)
  - Supply Agreement between Noramco Inc., and Actavis, Inc., dated 1/1/2015;

- TEVA_OK_05040080 (Exhibit 15)
  - API Supply Agreement between Anesta Corp. and Johnson Matthey Inc., dated 9/27/2006;

- TEVA_OK_05059387 (Exhibit 16)
  - Oxycodone, Buprenorphine and Naloxone Material Supply Agreement
  - Agreement between Johnson Matthey Inc., and Teva Pharmaceuticals USA, Inc. dated 6/8/2009;

- TEVA_OK_05070171 (Exhibit 17)
  - Oxymorphone HCL for Generic Opana IR Material Supply Agreement
  - Agreement between Johnson Mathey Inc., and Teva Pharmaceuticals USA, Inc., dated 12/19/2012;

- TEVA_OK_03323994 (Exhibit 18)
  - Active Ingredient and Supply Agreement between Watson Laboratories, Inc. and Johnson Matthey Inc., dated 12/1/2011.

As described below, each of these documents contains confidential business information, sensitive employee information, and/or trade secrets, thereby meeting the definition of "Confidential" and "Highly Confidential" information under the Protective Order and qualifying for protection from disclosure under Oklahoma law.

Settlement Agreement. The Settlement Agreement contains the confidential terms of the settlement of patent infringement litigation between Teva USA and various Purdue entities over certain opioid products. The Settlement Agreement was marked "confidential" at the time it was entered into, and has a confidentiality provision. (Exhibit 1, at ¶ 10). To that end, the Settlement Agreement contains specific licensing and commercially sensitive terms negotiated by the parties

to resolve the litigation, including terms regarding specific patients. There is no basis to give the public access to such confidential information. *See, e.g., In re CFS-Related Sec. Fraud Litig.*, No. 00-CV-110-K(J), 2003 WL 24136089, at *4 (N.D. Okla. July 31, 2003) (requiring settlement agreement to be treated as confidential and recognizing that "[g]enerally settlement agreements and information related to negotiations are not widely disseminated by parties").

Worse yet, permitting public access to this document would violate the "the public policy to encourage settlements and to uphold confidentiality provisions." *Hear-Wear Techs., LLC v. Oticon, Inc.*, No. 07-CV-212 CVE/SAJ, 2008 WL 3388455, at *2 (N.D. Okla. Aug. 8, 2008). Unless parties can expect that their settlement agreements to resolve litigation will remain confidential (and not be broadcast to the general public), they will be less likely to enter into such settlement negotiations. This deterrent, in turn, will only increase the volume of litigation and further tax scarce judicial resources. Because the Settlement Agreement contains confidential commercial information and the disclosure of such information would violate public policy principles, the Court should maintain the confidentiality of this document.

Internal Investigations Report (the "Report"). The Report provides a list of investigations by Cephalon into potential violations by employees of company policy, along with disciplinary actions taken by Cephalon against these employees, over an approximately four-year period. While the document shows that Cephalon took compliance with its sales and marketing (and other) policies very seriously, it contains confidential internal findings from confidential internal investigations. The Report was intended only for internal use and, as such, involve sensitive business decision-making about how to address alleged infractions by specific employees. If disclosed to the public, the Report would provide public access to Cephalon's internal business

processes, procedures, and deliberations for ensuring compliance with its policies and the manner by which Cephalon disciplines employees. These internal processes and findings are protected from disclosure by Oklahoma law. *See* 12 O.S. § 3226(C)(1)(g); 78 O.S. § 86(4).

Even more fundamentally, the Report contains information related to employees who are not parties to the litigation. For instance, it reflects disciplinary action against certain employees for not complying with Cephalon policies. Such information constitutes "personnel or employment records of a person who is not a party to the case"—a discrete category of information expressly protected from disclosure by the Protective Order. Indeed, there is no reason to allow the public to access embarrassing performance reviews and termination information for employees who are not parties to this action and "who have not sought to place [their] private information in the public sphere." *Nettles v. Farmers Ins. Exch.*, 2007 WL 858060, at *1 (W.D. Wash. Mar. 16, 2007) (granting motion to seal documents reflecting "performance reviews" of nonparties "who have not sought to place [their] private information in the public sphere"). Accordingly, the Court should maintain the confidentiality of this document to the extent it is introduced as an exhibit at trial.

***Manufacturing, Supply, and Distribution Agreements* (the "Agreements").** The Agreements are, by their very terms, confidential. *See, e.g.*, Exhibit 3, at ¶ 10; Exhibit 7, at ¶ 21.2. They were intended to be kept confidential because they contain sensitive commercial information regarding the manufacture, distribution, and supply of certain opioid medicines. This includes highly sensitive contractual terms, such as pricing and payment terms, distribution terms, supply terms, and quality assurance terms. As a matter of well-settled law, confidential pricing and supply terms should be shielded from public disclosure. *See, e.g., Oncology Tech, LLC v. Elekta, Inc.* 2013 WL 12169359 (W.D. Texas 2013) at *7 (holding that distributor agreement was properly marked as "Attorneys Eyes Only" and that "protecting sensitive information in contracts from

disclosure to a competitor is 'good cause' for designating the distributor agreement as 'Attorneys Eyes Only').

Indeed, confidential supply and distribution contracts with third parties are quintessential "trade secrets" under Oklahoma law because disclosure would harm the competitive standing and future business dealings of the Teva and Actavis Generic Defendants (and the other contractual parties). Disclosure would give competitors access to the contractual terms that the Teva and Actavis Generic Defendants (and other affiliates) have historically negotiated regarding the supply and distribution of particular opioid medicines. Accordingly, the confidentiality of these documents should be maintained at trial.

CONCLUSION

In conclusion, the Court should maintain the confidentiality of the documents identified in this Motion at trial in accordance with the Protective Order and Oklahoma law, including closing the courtroom to all persons other than the parties, their respective counsel and their representatives—and restricting the use of cameras—during any discussion or disclosure of these documents at trial.

Dated: May 22, 2019

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was emailed on May 22, 2019 to the following:

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Exhibit 1. TEVA_OK_00898621

- Distribution and Supply Agreement by and Between Purdue Pharma L.P. and Teva Pharmaceuticals USA, Inc., Draft dated 12/5/2014.

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Exhibit 6. TEVA_OK_04848111

- Cephalon, Inc. Compliance Investigations and Disciplinary Actions Report
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- Amendment No. 1 to Amended and Restated Agreement
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Exhibit 18. TEVA_OK_03323994

- Active Ingredient and Supply Agreement between Watson Laboratories, Inc. and Johnson Matthey Inc., dated 12/1/2011.

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of August 28, 2006 (the "Signing Date"), is by and among Purdue Pharma L.P., a Delaware limited partnership (on its own behalf and as successor in interest to The Purdue Pharma Company, a Delaware general partnership), The Purdue Frederick Company Inc. d/b/a The Purdue Frederick Company, a New York corporation, The P.F. Laboratories, Inc., a New Jersey corporation, Euro-Celtique S.A., a Luxembourg company (the foregoing are individually and collectively referred to as the "Purdue Companies"), and Teva Pharmaceuticals USA, Inc., a Delaware corporation ("Teva"). The Purdue Companies and Teva are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Purdue Companies are the owners of United States patent numbers 5,549,912, 5,508,042 and 5,656,295 (the "Purdue Patents"), relating to and protecting controlled-release oxycodone products, including the product OxyContin®, a controlled-release oxycodone product; and

WHEREAS, the Purdue Companies and Teva are involved in litigation, Civil Action Nos. 01 Civ. 8507, 01 Civ. 11212, and 03 Civ. 2312 (S.D.N.Y.) (SHS) (collectively, the "Action") concerning, inter alia, the validity and enforceability of the Purdue Patents, as well as the infringement by Teva of the Purdue Patents resulting from Teva's requesting approval from the United States Food and Drug Administration of generic versions of OxyContin® products,

including, but not limited to 10, 20, 40, 80 and 160 mg. dosage strengths and any other dosage strength, through its submission of ANDA Nos. 76-168 and 76-610 (along with all amendments and supplements thereto, and applicable foreign counterparts to any of the foregoing in countries other than the United States, the "Teva ANDAs") and its subsequent manufacture, use, sale, offer to sell or importation of oxycodone products pursuant to the Teva ANDAs; and

WHEREAS, in the Action, the Purdue Companies have asserted claims against Teva, and Teva has asserted counterclaims against the Purdue Companies; and

WHEREAS, Purdue Pharma, a Canadian corporation that is an Affiliate (as defined below) of Purdue Pharma L.P., has commenced an application in the Federal Court of Canada in Court File No. T-416-05 for an order prohibiting the Canadian Minister of Health from issuing a Notice of Compliance to Teva's Affiliate, Novopharm Limited, in connection with oxycodone hydrochloride products for Canada, including, but not limited to 10, 20 40 and 80 mg. dosage strengths; and

WHEREAS, certain of the Purdue Companies and their Affiliates are the owners of individual country designations of European Patent No. EP 1,327,446, for "controlled release oxycodone compositions" (the "EP 446 Patent"), and Teva Pharmaceuticals Europe, B.V. has joined pending opposition proceedings to the EP 446 Patent before the European Patent Office; and

WHEREAS, certain of the Purdue Companies and their Affiliates, and Teva Pharmaceutical Industries Ltd. and certain of its Affiliates, are parties to a lawsuit in the Netherlands District Court of the Hague, docket No. 2005/2000, in which those Purdue Companies and certain of their Affiliates are seeking permanent injunctions against Teva Pharmaceutical Industries Ltd. and certain of its Affiliates from the future infringement of the

individual country designations of the EP 446 Patent, and Teva Pharmaceutical Industries Ltd. and those Affiliates are seeking an annulment of the EP 446 Patent; and

WHEREAS, the Parties now seek to resolve the Action and the other proceedings described above (the "Foreign Actions") without further litigation.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. The Purdue Companies and Teva agree to the terms of the documents listed in subparagraphs 1(a) through (d) hereof subject to the terms and conditions herein, all of which are incorporated into this Settlement Agreement as if fully set forth herein:

(a) a Consent Judgment in the Action, in the form of Exhibit 1(a) hereto (the "Consent Judgment");

(b) a Patent License Agreement, in the form of Exhibit 1(b) hereto (the "Patent License Agreement");

(c) a Release by the Purdue Companies, in the form of Exhibit 1(c) hereto (the "Purdue Release"); and

(d) a Release by Teva, in the form of Exhibit 1(d) hereto (the "Teva Release", and, together with the Purdue Release, the "Releases").

On the Operative Date (as defined below), each of the Parties will cause its respective attorneys of record in the Action, to execute and deliver the Consent Judgment to the attorneys for the Purdue Companies to be held by them until submitted to the United States District Court for the Southern District of New York (the "District Court") in accordance with paragraph 3 of this Settlement Agreement. Immediately after the Effective Date (as defined below) (and in any event within two (2) business days thereof), (i) the Purdue Companies will

execute and deliver to Teva the Patent License Agreement and the Purdue Release, and (ii) Teva will execute and deliver to the Purdue Companies the Patent License Agreement and the Teva Release, all such agreements in the forms attached hereto. Unless otherwise expressly set forth herein, as used herein, the term "Settlement Agreement" shall refer to this Settlement Agreement, including each of the Exhibits and the Annex attached hereto. The definitions of the terms herein apply equally to the singular and plural of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation" (unless already present). Unless the context requires otherwise, (A) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or therein), (B) the words "herein", "hereof" and "hereunder", and words of similar import, will be construed to refer to this Settlement Agreement in its entirety and not to any particular provision hereof.

2. (a) Within two business days after the Signing Date, the Parties shall comply with the requirements of Title XI, Subtitle B of the Access to Affordable Pharmaceuticals Act (The Medicare Prescription Drug Improvement Act of 2003, Pub. L. 108-173), as the same may be amended from time to time (the "Act"), by filing all necessary copies of this Settlement Agreement with the Federal Trade Commission (the "FTC") and the Antitrust Division of the Department of Justice ("DOJ") (the FTC and the DOJ each shall be referred to as an "Agency"). The Parties will use commercially reasonable efforts to coordinate the foregoing filings and any responses thereto, to make such filings promptly and to respond

promptly to any requests for additional information. Each Party reserves the right to communicate with the FTC and the DOJ regarding such filings as it believes appropriate. Each Party will keep the other reasonably informed of such communication and will not disclose the confidential information of the other to the FTC or DOJ without such Party's consent (not to be unreasonably withheld, conditioned or delayed).

(b) This Settlement Agreement shall become operative forty-five (45) calendar days (or such shorter period as the Parties may mutually agree) after the Parties have complied with the filing requirements of the Act (the "Operative Date") without any further or additional action by any of the Parties, unless prior to the Operative Date the FTC or DOJ (including any Agency staff member responsible for reviewing this Settlement Agreement) (A) has threatened in writing to institute its own judicial or administrative proceeding against either of the Parties related to the terms of this Settlement Agreement based on alleged violation(s) of the Antitrust Laws ("Agency Threat"), or (B) has otherwise communicated in writing to either of the Parties that either Agency (i) objects to any of the terms of this Settlement Agreement based on alleged violation(s) of the Antitrust Laws, or (ii) has commenced a full-phase investigation (beyond the initial phase) of this Settlement Agreement pursuant to Chapter 3.3 of the FTC Operating Manual (November 1997 edition) and has communicated specific objections (orally or in writing) to the Parties regarding the terms hereof based on alleged violation(s) of the Antitrust Laws (each of clause (i) and (ii), an "Agency Objection"). Notwithstanding anything herein to the contrary, the provisions of the following paragraphs shall become operative upon the Signing Date: 1, 2, 5(a)(ii), 5(b)(ii), 6(c), 7(a), 7(c) and 8 through 24, and the last sentence of paragraph 3. For purposes of this Settlement Agreement, "Antitrust Laws" means: Section 1 of the Sherman Act, 15 U.S.C. § 1; Section 2 of the Sherman Act,

15 U.S.C. § 2; and Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, each as amended and all rules and regulations promulgated thereunder.

(c) If an Agency Threat or an Agency Objection is raised prior to the Operative Date, the Parties will in good faith use commercially reasonable efforts to revise this Settlement Agreement in a manner which reasonably addresses any such Agency Threat or Agency Objection (whereupon the Operative Date shall be the date on which the "reasonably addressed" provision in the immediately following sentence is satisfied); provided, however, that the Parties are under no obligation to revise this Settlement Agreement in a manner which materially changes the economic value of the transactions contemplated by this Settlement Agreement. The Parties shall have "reasonably addressed" any such Agency Threat or Agency Objection if (i) the Agency indicates to the Parties (orally or in writing) that such Agency Threat or Agency Objection has been resolved or if the Agency indicates that it otherwise does not intend to expend substantial Agency resources in taking further action at such time with respect to such Agency Threat or Agency Objection, or (ii) the Parties mutually agree. If such commercially reasonable efforts are not successful, or if it is not possible to reasonably address the FTC's or DOJ's concerns as provided above without a material change to the economic value of the transactions contemplated hereby, then, notwithstanding anything herein to the contrary, this Settlement Agreement shall become null and void and have no legal effect (save for paragraphs 10 through 18 and 20, 21, 23 and 24, and the last sentence in paragraph 3, which shall continue in full force and effect solely with respect to those paragraphs and such sentence; for clarity, paragraphs 1, 2, 5(a)(ii), 5(b)(ii), 6(c), 7(a), 7(c), 8, 9, 19 and 22 shall terminate in full).

(d) If, subsequent to the Effective Date, the FTC or DOJ makes an Agency Threat or a judicial or administrative proceeding is brought against either of the Parties

related to the terms of this Settlement Agreement ("Agency Action"), then the Parties will in good faith use commercially reasonable efforts to revise this Settlement Agreement in a manner which reasonably addresses such Agency Threat or Agency Action and which does not materially change the economic value of the transactions contemplated by this Settlement Agreement for either Party. The Parties shall have "reasonably addressed" any such Agency Threat or Agency Action if (i) the Agency indicates to the Parties (orally or in writing) that such Agency Threat or Agency Action has been resolved or if the Agency indicates that it otherwise does not intend to expend substantial Agency resources in taking further action at such time with respect to such Agency Threat, or such Agency Action is dismissed or (ii) the Parties mutually agree. If such commercially reasonable efforts are not successful, or if it is not possible to reasonably address such Agency Threat or Agency Action in a manner which does not materially change the economic value of the transactions contemplated by this Settlement Agreement for either Party prior to any such revisions, then the terms of this Settlement Agreement as of the Effective Date shall remain in full force and effect, except for any revisions upon which the Parties shall have mutually agreed.

3. Within two business days after the Operative Date, counsel for the Purdue Companies will submit the fully executed Consent Judgment to the District Court for signing and entry. If for any reason the District Court does not approve the Consent Judgment and enter it as an order of the District Court as drafted, the Parties agree to confer promptly in good faith and use commercially reasonable efforts to modify the Consent Judgment or take such other action consistent with this Settlement Agreement as is required to overcome the District Court's objections or modifications, and to secure entry of the Consent Judgment as drafted or with agreed-upon modifications, failing which, notwithstanding anything herein to the contrary, this

Settlement Agreement shall be null and void and have no legal effect (save for paragraphs 10 through 18 and 20, 21, 23 and 24, and the last sentence in paragraph 3, which shall continue in full force and effect solely with respect to those paragraphs and such sentence; for clarity, paragraphs 1, 2, 5(a)(ii), 5(b)(ii), 6(c), 7(a), 7(c), 8, 9, 19 and 22 shall terminate in full). The date on which the Consent Judgment is entered, following the modification of such Consent Judgment, if any, in accordance with this paragraph 3, shall be the "Effective Date." Notwithstanding any provision herein to the contrary, the Patent License Agreement and the Releases shall become effective and be in full force and effect as of the Effective Date. In the event that there is no Operative Date or Effective Date, neither the provisions of this Settlement Agreement, nor this Settlement Agreement itself (except the provisions hereof that remain in effect pursuant to this paragraph 3), may be offered into evidence, or be referred to in any testimonial or other evidence, by either Party or any of their Affiliates at any trial, action or other proceeding pertaining to the subject matter hereof, nor shall anything herein be construed as an admission or waiver as to any factual or legal matter by either Party or any of their Affiliates.

4. (a) Effective beginning upon the Effective Date, Teva (for itself and its Affiliates) admits that (i) the Purdue Patents are valid, enforceable and infringed as to oxycodone products made, used, sold, offered for sale or imported pursuant to the Teva ANDAs in or for the United States, including but not limited to 10, 20, 40, 80 and 160 mg. dosage strengths, intermediate strengths and substantially equivalent products to those described in the Teva ANDAs as of the Signing Date (but excluding any such products that are a material improvement over the products described in the Teva ANDAs as of the Signing Date) and (ii) the Purdue Patents and U.S. Patent No. 5,266,331 (the "'331 Patent") are valid and enforceable in any other or future cause of action or litigation involving Teva (including its successors or assigns) or its

Affiliates, including without limitation, any other or future cause of action or litigation respecting different or future products.

(b) Effective beginning upon the Effective Date, Teva (for itself and its Affiliates) admits that (i) those Foreign Patents (as defined in the Patent License Agreement) of Canada and countries of the EPC (as defined in the Patent License Agreement) are valid, enforceable and infringed or would be infringed as to oxycodone products made, used, sold, offered for sale or imported pursuant to the Teva ANDAs for those countries where such Foreign Patents exist, including but not limited to 10, 20, 40, 80 and 160 mg. dosage strengths, intermediate strengths and substantially equivalent products to those described in the Teva ANDAs as of the Signing Date (but excluding any such products that are a material improvement over the products described in the Teva ANDAs as of the Signing Date) and (ii) the Foreign Patents are valid and enforceable in any other or future cause of action or litigation involving Teva (including its successors or assigns) or its Affiliates, including without limitation, any other or future cause of action or litigation respecting different or future products.

5. (a) Teva (for itself and its Affiliates) agrees that, other than in accordance with all of the terms and conditions of the Patent License Agreement, neither it nor its Affiliates will, directly or indirectly, (i) effective beginning upon the Effective Date, make, have made, use, sell, offer to sell, import or otherwise distribute, and (ii) effective beginning upon the Signing Date, authorize, permit or encourage (1) third party manufacturers producing any controlled-release oxycodone product (other than for or on behalf of Teva or any of its Affiliates) or (2) any ANDA holders (other than Teva and its Affiliates) of any Generic Equivalent (as defined in the Patent License Agreement) ((1) and (2) above, collectively, "Others") to make, have made, use, sell, offer to sell, import or distribute, or indemnify Others

regarding or participate in the profits of Others arising from the sale of, in the case of both clauses (i) and (ii), any controlled-release oxycodone product that (x) is covered by the Teva ANDAs for the United States or (y) the manufacture, use, offer for sale, sale or importation of which otherwise would infringe the Purdue Patents; provided, however, that the provisions of this paragraph 5(a) shall not apply following the date which is the earlier to occur of (1) the expiration of the full term of the last of the Purdue Patents to expire, plus any period of exclusivity under the Federal Food, Drug and Cosmetic Act, 21 U.S.C. Sections 301, et seq., including any amendment thereof, and (2) the date on which, following the entry of a judgment in another case or proceeding providing that each of the Purdue Patents in suit is either (A) unenforceable or (B) each claim of such Purdue Patent covering the manufacture, use, sale, offer for sale or import of the applicable controlled-release oxycodone product in the United States is invalid, provided that in each case of clause (A) or (B) above the mandate affirming the judgment in such other case or proceeding is issued by the United States Court of Appeals for the Federal Circuit following appeal of such judgment or the time for appeal from that judgment has lapsed.

(b) Teva (for itself and its Affiliates) agrees that, other than in accordance with all of the terms and conditions of the Patent License Agreement, neither it nor its Affiliates will, directly or indirectly, (i) effective beginning upon the Effective Date, make, have made, use, sell, offer to sell, import or otherwise distribute, or (ii) effective beginning upon the Signing Date, authorize, permit or encourage Others to make, have made, use, sell, offer to sell, import or distribute, or indemnify Others regarding or participate in the profits of Others arising from the sale of, in the case of both clauses (i) and (ii), any controlled-release oxycodone product, including, but not limited to 10, 20, 40 and 80 mg. dosage strengths, that (x) (i) is

covered by the Teva ANDAs for Canada and the countries of the EPC or (ii) is covered by the applicable Teva ANDA in all other foreign countries in which there is a Foreign Patent, in each case of the foregoing clauses (x)(i) and (x)(ii) provided such product is the same as or substantially equivalent to the Teva Product (as defined in the Patent License Agreement) sold in the United States as of the Signing Date (but excluding any such products that are a material improvement over the products described in the Teva ANDAs as of the Signing Date), or (y) otherwise infringes any of the claims of any of the Foreign Patents; provided, however, that the provisions of this paragraph 5(b) shall not apply on a country-by-country basis following the date which is the earlier of (1) the expiration of the full term of the last of the Foreign Patents to expire in such country, plus any period of exclusivity and any patent term extensions permitted under applicable law, and (2) the date on which a court of competent jurisdiction or applicable patent office enters a final, non-appealable judgment or ruling, providing that with respect to each and every claim of the Foreign Patents in suit in such country either (A) such Foreign Patent is unenforceable or (B) each claim of such Foreign Patent covering the manufacture, use, sale, offer for sale or import of the applicable controlled-release oxycodone product in such country is invalid.

6. (a) Effective beginning upon the Effective Date, Teva (for itself and its Affiliates) agrees that neither it nor its Affiliates will, directly or indirectly, initiate, file, continue, participate, aid, finance, or assist in, except as may be required pursuant to compulsory legal process, (i) any action or proceeding that challenges the validity, patentability, priority of invention or other claim to priority, or enforceability of any of the Purdue Patents, the '331 Patent, or any other U.S. patents or applications which claim priority (directly or indirectly, in whole or in part) to one or more of Patent application numbers U.S. 800,549 (filed November 27,

1991), U.S. 81,302 (filed June 18, 1993) or PCT/US92/10146 (filed November 25, 1992), and (ii) any reexamination, protest, observation, comment, opposition, interference or other action or proceeding in the United States Patent and Trademark Office challenging the validity, patentability, priority or enforceability of any of the Purdue Patents or the '331 Patent. The provisions of this paragraph 6(a) shall not apply following the expiration of the full term of the last of the Purdue Patents to expire, plus any period of exclusivity under the Federal Food, Drug and Cosmetic Act, 21 U.S.C. sections 301 et seq., including any amendment thereof.

(b) Effective beginning upon the Effective Date, Teva (for itself and its Affiliates) agrees that neither it nor its Affiliates will, directly or indirectly, initiate, file, continue, participate, aid, finance or assist in, except as may be required pursuant to compulsory legal process, (i) any action or proceeding that challenges the validity, patentability, priority of invention or other claim to priority or enforceability of any of the Foreign Patents (as defined in the Patent License Agreement), (ii) any reexamination, protest, observation, comment, opposition, interference, or other action or proceeding in any foreign patent office challenging the validity, patentability, priority or enforceability of any of the Foreign Patents, and (iii) any application seeking compulsory licensing under a claim within the Foreign Patents. The provisions of this paragraph 6(b) shall not apply following the expiration of the full term of the last of the Foreign Patents to expire, plus any period of exclusivity and any patent term extensions permitted under applicable law; provided however, that with respect to the countries of the EPC, such provisions shall expire at 11:59 p.m. on the fifth anniversary of the Effective Date.

(c) Teva will not voluntarily provide to any third party confidential information or attorney work product concerning the Teva ANDAs, except as expressly permitted by paragraph 10.

7. (a) The Parties acknowledge that the Foreign Actions commenced in Canada shall be held in abeyance on the terms of the papers attached hereto as pages 4 to 6 of Annex-1. The Parties agree to execute and file (as appropriate), or cause their respective appropriate Affiliates to execute and file (as appropriate), those papers immediately after the Signing Date. Promptly after the Effective Date, the Parties agree to cause their Affiliates to execute and file with the Federal Court in Canada a Consent to a Prohibition Order with substantially similar terms to the Consent Judgment to the extent practicable and consistent with the obligations of the Parties set forth in paragraph 22 hereof.

(b) The Parties acknowledge that the Foreign Actions commenced in jurisdictions other than Canada shall be dismissed on or promptly after the Effective Date on the terms of the papers attached hereto as pages 1 to 3 of Annex-1. The Parties agree to execute and file (as appropriate), or cause their respective appropriate Affiliates to execute and file (as appropriate), those papers immediately after the Effective Date.

(c) In all cases, for purposes of this Settlement Agreement, "Affiliate" means, as to either Party, any person, firm, trust, partnership, corporation, company or other entity or combination thereof, which directly or indirectly (i) controls a Party, (ii) is controlled by a Party or (iii) is under common control with a Party. The terms "control" and "controlled" mean ownership of fifty percent (50%) or more, including ownership by trusts with substantially the same beneficial interests, of the voting and equity rights of such person, firm, trust, partnership, corporation, company or other entity or combination thereof or the power to direct the

management of such person, firm, trust, partnership, corporation, company or other entity or combination thereof.

8. The Purdue Companies hereby represent and warrant as of the Signing Date that (a) each of them has all necessary partnership or corporate, as applicable, power and authority to execute and deliver this Settlement Agreement and to perform its obligations hereunder, (b) the execution, delivery and performance of this Settlement Agreement have been duly and validly authorized by each of them, (c) there is no other agreement, whether written or oral, among the Parties hereto with respect to the subject matter of this Settlement Agreement, (d) one or more of the Purdue Companies or their Affiliates own all right, title and interest in and to the Purdue Patents, the '331 Patent and the Foreign Patents, and that no other person or entity has any right to enforce any of those patent rights or any other patent rights claiming priority (directly or indirectly) to any of the foregoing, (e) the patents and patent applications listed on Schedule 1 of the Patent License Agreement, to the best of the Purdue Companies' knowledge, are all, and constitute all of the, foreign counterparts to the Purdue Patents, and (f) other than the Purdue Patents, the '331 Patent and the Foreign Patents, there are no other U.S. or foreign patent rights owned or controlled by the Purdue Companies or any of their Affiliates that would be infringed by the manufacture, use, sale, offer for sale, importation or distribution of existing oxycodone products described in the Teva ANDAs for the United States. Upon execution and delivery of this Settlement Agreement by each of the Purdue Companies, this Settlement Agreement shall constitute a legal, valid and binding agreement of the Purdue Companies and their Affiliates, enforceable against each of them in accordance with its terms and conditions, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforceability of creditors' rights generally and other general equitable principles which may limit

the right to obtain certain remedies. The execution, delivery and performance by each of the Purdue Companies of this Settlement Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms and provisions of or constitute a default under any other agreement to which it or any of its Affiliates is a party.

9. Teva hereby represents and warrants as of the Signing Date that (a) it has all necessary corporate power and authority to execute and deliver this Settlement Agreement and to perform its obligations hereunder, (b) the execution, delivery and performance of this Settlement Agreement have been duly and validly authorized by it, (c) there is no other agreement, whether written or oral, among the Parties hereto with respect to the subject matter of this Settlement Agreement other than as set forth herein, (d) Teva and its Affiliates own all right, title and interest in and to the Teva ANDAs, no other person or entity has any rights under the Teva ANDA and neither Teva nor its Affiliates have transferred or assigned any of their rights under the Teva ANDAs to any party (other than to another Affiliate of Teva), and (e) neither Teva nor its Affiliates have discussed with any third party (other than Teva's and its Affiliates' attorneys and other licensed professional advisors), including but not limited to Endo Pharmaceuticals Inc. and its Affiliates, or IMPAX Laboratories, Inc. and its Affiliates and licensees (including DAVA Pharmaceuticals, Inc.), any aspect of the negotiations of this Settlement Agreement or the Patent License Agreement or any of the terms or conditions hereof or thereof. Upon execution and delivery of this Settlement Agreement by Teva, this Settlement Agreement shall constitute a legal, valid and binding agreement of Teva and its Affiliates, enforceable against each of them in accordance with its terms and conditions, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the

enforceability of creditors' rights generally and other general equitable principles which may limit the right to obtain certain remedies. The execution, delivery and performance by Teva of this Settlement Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms and provisions of or constitute a default under any other agreement to which it or any of its Affiliates is a party.

10. Except as (a) required by statute, ordinance or regulation, (b) required pursuant to compulsory legal process, (c) necessary for the exercise of the rights granted to the Parties under this Settlement Agreement, or (d) as expressly permitted under this paragraph 10 and paragraph 2(a) of the Patent License Agreement, neither the Purdue Companies nor Teva nor any of their Affiliates will publicly announce or otherwise disclose to third parties any of the terms of this Settlement Agreement, without the prior written approval of the other Party. The Parties will only release public announcements of the execution of this Settlement Agreement in forms to be mutually agreed to by the Parties, provided if a Party is disclosing information relating to this Settlement Agreement because it is required to do so to comply with statutory, regulatory or legal process requirements, including, without limitation, its reporting requirements under the Securities Exchange Act of 1934, as amended, such Party intending to make such disclosure shall give the other Party at least two business days' prior notice in writing of the text of the intended disclosure, unless such statutory, regulatory or legal process requirements would require earlier disclosure, in which event, the notice shall be provided as early as practicable. A disclosing Party agrees to request confidential treatment with respect to the terms of this Settlement Agreement and to use commercially reasonable efforts to have redacted such provisions of the Patent License Agreement as the Parties may agree from any copies filed pursuant to such statutory, regulatory or legal process requirements. Promptly after the Signing

Date, the Parties hereby agree to use commercially reasonable efforts to agree on those provisions of the Patent License Agreement that the Parties will seek to have redacted as provided above. Notwithstanding anything to the contrary above, (i) the Purdue Companies may disclose the terms of this Settlement Agreement to (x) present, former or future co-promoters of OxyContin® products, and (y) upon the prior written consent of Teva (not to be unreasonably withheld, conditioned or delayed), third parties in connection with patent litigation involving the Purdue Patents or the Foreign Patents or in connection with settlement discussions and agreements with alleged infringers of the Purdue Patents or the Foreign Patents, subject to all such co-promoters and third parties keeping the terms of this Settlement Agreement strictly confidential in accordance with the terms hereof, and (ii) each Party may disclose the terms of this Settlement Agreement to its respective Affiliates, insurers, lenders, attorneys and accountants, subject to such Affiliates, insurers, lenders, attorneys and accountants being bound by reasonable confidentiality obligations.

11. This Settlement Agreement, including the obligations of the Parties under the Consent Judgment and the other Exhibits hereto and the Annex attached hereto, is binding upon and shall inure to the benefit of each Party hereto, and each of its successors and permitted assigns. Neither Party may assign this Settlement Agreement without the prior written consent of the other Party, which consent may be withheld in such other Party's sole discretion. Notwithstanding the foregoing, Teva may, upon written notice to the Purdue Companies but without obtaining the consent of the Purdue Companies, assign its rights and obligations under this Settlement Agreement to any of its Affiliates, to any lender providing financing to Teva or any of its Affiliates for collateral security purposes or to any successor in interest to Teva's entire business (whether by merger, consolidation, sale of assets or otherwise), provided that no such

assignment shall in any manner limit or impair the obligations of Teva hereunder. An Affiliate of Teva conducting the generic OxyContin® business in a country other than the United States may, upon written notice to the Purdue Companies but without obtaining the consent of the Purdue Companies, assign its rights and obligations under this Settlement Agreement to a successor in interest to its entire business in such country (whether by merger, consolidation, sale of assets or otherwise), provided that no such assignment shall in any manner limit or impair the obligations of Teva and such Affiliate hereunder. Notwithstanding the foregoing, the Purdue Companies may, upon written notice to Teva but without obtaining the consent of Teva, assign their rights and obligations under this Settlement Agreement to any of their Affiliates, to any lender providing financing to any of the Purdue Companies or any of their Affiliates for collateral security purposes or to any successor in interest to their respective entire businesses or to their respective OxyContin® businesses (whether by merger, consolidation, sale of assets or otherwise), provided that no such assignment shall in any manner limit or impair the obligations of the Purdue Companies hereunder. Any assignment or attempted assignment by either Party of this Settlement Agreement or the rights hereunder in contravention of the provisions of this paragraph 11 shall be void and shall have no force or effect.

12. This Settlement Agreement, and the documents referred to herein set forth the entire agreement and understanding among the Parties hereto as to the subject matter hereof and supersede all other documents, oral consents or understandings, if any, made between the Purdue Companies and Teva (excluding any agreements or stipulations endorsed by court order) before the Signing Date with respect to the subject matter hereof. None of the terms of this Settlement Agreement shall be amended or modified except in a writing signed by each of the Parties hereto. The Parties acknowledge that there have been a number of drafts of this

Settlement Agreement, including the Exhibits and the Annex attached hereto, exchanged between them prior to the Parties' agreement on the final version of this Settlement Agreement which has been executed by them. The Parties expressly agree that these drafts have been superseded by the executed Settlement Agreement and shall not be used in any dispute between the Parties as evidence with respect to interpreting the meaning of any provision of this Settlement Agreement.

13. If any term or provision of this Settlement Agreement is held invalid or unenforceable in any jurisdiction, then, as to that jurisdiction, the Parties hereto covenant and agree to use commercially reasonable efforts to renegotiate any such provision in order to provide a reasonably acceptable alternative to the provision of this Settlement Agreement or the application thereof that is invalid or unenforceable, it being the intent of the Parties that the basic purposes of this Settlement Agreement are to be effectuated, without rendering invalid or unenforceable the remaining terms and provisions of this Settlement Agreement in such jurisdiction or in any other jurisdiction.

14. This Settlement Agreement, and the rights and obligations created hereunder, shall be governed by and interpreted according to the substantive laws of the State of New York without regard to its choice of law or conflicts of law principles.

15. Any notice required under this Settlement Agreement shall be in writing and shall be given (and shall be deemed to be duly given upon receipt) by delivery in person, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to any of the Purdue Companies:

Purdue Pharma L.P.
One Stamford Forum
201 Tresser Boulevard
Stamford, CT 06901-3431
Attn: Howard R. Udell
Executive Vice President,
Chief Legal Officer
Fax No.: (203) 588-6204

with a copy to:

Chadbourne & Parke LLP
30 Rockefeller Plaza
New York, NY 10112
Attention: Stuart D. Baker
Fax No.: (212) 489-7130

If to Teva:

Teva Pharmaceuticals USA, Inc.
425 Privet Road
PO Box 1005
Horsham, PA 19044-8005
Attn: General Counsel
Fax No.: (215) 293-6499

with a copy to:

Goodwin Procter LLP
599 Lexington Avenue
New York, NY 10022
Attention: David M. Hashmall
Fax No.: (212) 355-3333

16. A waiver by any Party of any term or condition of this Settlement Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for any other instance in the future (whether similar or dissimilar) or of any subsequent breach hereof. All rights, remedies, undertakings, obligations and agreements contained in this

Settlement Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement of any of the Parties.

17. Each of the Parties agrees that in executing this Settlement Agreement and in accepting the consideration provided for herein, each of the Parties does so with full knowledge of any and all rights that each of the Parties may have with respect to the controversies herein compromised. Each of the Parties affirms that it is not relying and has not relied upon any representation or statement made by any of the other Parties with respect to the facts involved in said controversies or with regard to each of the Parties' legal rights or asserted legal rights, other than the representations and warranties contained in paragraphs 8 and 9 or otherwise as expressly set forth in the Settlement Agreement. Each of the Parties hereby assumes the risk of any mistake of fact or legal right with regard to said controversies or with regard to any of the facts or legal rights that are now unknown to such Party. With respect to the matters released pursuant to this Settlement Agreement, upon the Effective Date, each of the Parties agrees to waive all such claims, causes of action or assertions, even if such claims, causes of action or assertions are not known or suspected to exist in the releasing Party's favor. Each of the Parties agrees to waive any assertion that this Settlement Agreement does not extend to claims involving the Purdue Patents, the '331 Patent, the Foreign Patents or the Teva ANDAs, or which are otherwise related to the Action or the Foreign Actions which the Parties did not know or suspect to exist in their favor on the date hereof, which if known by them, would have materially affected the settlement set forth herein. In addition, each of the Parties hereby expressly waives any and all provisions, rights and benefits conferred by §1542 of the California Civil Code or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code.

18. Each of the Parties agrees that it has received independent legal advice from its attorneys with respect to the rights and asserted rights arising out of this Settlement Agreement, and the controversies between the Parties relating to the Purdue Patents, the '331 Patent, the Foreign Patents, the Action and the Foreign Actions. Each of the Parties further agrees that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may have deemed necessary or desirable in connection with the subject matter of this Settlement Agreement, prior to the execution hereof.

19. If Teva breaches any provision of paragraphs 4, 5 or 6(a) of this Settlement Agreement, or paragraph 2 of the Patent License Agreement, in each case while those paragraphs are in effect, in addition to any other remedy the Purdue Companies may have at law or in equity, the Purdue Companies, upon a showing of such breach, shall be entitled to a preliminary injunction to prevent the continuance of such breach. If either Party breaches any provision of the last full paragraph of paragraph 1 of this Settlement Agreement while such paragraph is in effect, in addition to any other remedy the other Party may have at law or in equity, the other Party, upon a showing of such breach, shall be entitled to a preliminary injunction to prevent the continuance of such breach.

20. This Settlement Agreement may be executed in counterparts (including by facsimile or other electronic transmission), and each fully executed counterpart shall be deemed an original of this Settlement Agreement.

21. Except for the rights, agreements and covenants specifically granted pursuant to this Settlement Agreement, no other rights, agreements or covenants are granted or implied by this Settlement Agreement.

22. As soon as practicable after the Signing Date, the Parties or their Affiliates shall negotiate in good faith and enter into (but not before the Effective Date) separate settlement agreements (including, but not limited to, patent license agreements), one being applicable to the EPC and one being applicable to Canada, with terms substantially equivalent, to the greatest extent obtainable under applicable law, to the terms of this Settlement Agreement (including, but not limited to, the Patent License Agreement) in order to give effect to the intent hereto and thereto as applied to those countries and such other terms on which the Parties may mutually agree, which settlement agreements (including, but not limited to, patent license agreements) once effective shall supersede the terms of this Settlement Agreement (including, but not limited to, the Patent License Agreement) once effective with respect to those countries, provided that this Settlement Agreement (including, but not limited to, the Patent License Agreement) shall continue in full force and effect once effective with respect to those countries until such time as the Parties or their Affiliates enter into such applicable settlement agreements (including, but not limited to, patent license agreements).

23. Each Party agrees to execute, acknowledge and deliver such further instruments, to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Settlement Agreement, and to cause its Affiliates to do the same.

24. Except as otherwise expressly provided herein, each of the Parties hereto shall bear its own costs, attorneys' fees and expenses that arise out of or in connection with the Action, the Foreign Actions, or the negotiation, execution or performance of this Settlement Agreement.

[*remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, each of the Parties has caused this Settlement Agreement to be executed as of the Signing Date by its duly authorized officer or agent.

PURDUE PHARMA L.P.
(on its own behalf and as successor
in interest to The Purdue Pharma Company)

By: Purdue Pharma Inc., its general partner

By: _____
Name: _____
Title: _____

THE PURDUE FREDERICK COMPANY INC.
(d/b/a The Purdue Frederick Company)

By: _____
Name: _____
Title: _____

THE P.F. LABORATORIES, INC.

By: _____
Name: _____
Title: _____

EURO-CELTIQUE S.A.

By: _____
Name: _____
Title: _____

TEVA PHARMACEUTICALS USA, INC.

By: _____
Name: William S. Marth
Title: President + CEO

LEGAL AFFAIRS DS

IN WITNESS WHEREOF, each of the Parties has caused this Settlement Agreement to be executed as of the Signing Date by its duly authorized officer or agent.

PURDUE PHARMA L.P.
(on its own behalf and as successor
in interest to The Purdue Pharma Company)

By: Purdue Pharma Inc., its general partner

By: _____
Name: Michael Friedman
Title: President and Chief Executive Officer

THE PURDUE FREDERICK COMPANY INC.
(d/b/a The Purdue Frederick Company)

By: _____
Name: _____
Title: _____

THE P.F. LABORATORIES, INC.

By: _____
Name: Michael Friedman
Title: Chief Executive Officer

EURO-CELTIQUE S.A.

By: _____
Name: _____
Title: _____

TEVA PHARMACEUTICALS USA, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the Parties has caused this Settlement Agreement to be executed as of the Signing Date by its duly authorized officer or agent.

PURDUE PHARMA L.P.
(on its own behalf and as successor
in interest to The Purdue Pharma Company)

By: Purdue Pharma Inc., its general partner

By: _____
Name: _____
Title: _____

THE PURDUE FREDERICK COMPANY INC.
(d/b/a The Purdue Frederick Company)

By: _____
Name: _____
Title: Vice President

THE P.F. LABORATORIES, INC.

By: _____
Name: _____
Title: _____

EURO-CELTIQUE S.A.

By: _____
Name: _____
Title: _____

TEVA PHARMACEUTICALS USA, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the Parties has caused this Settlement Agreement to be executed as of the Signing Date by its duly authorized officer or agent.

PURDUE PHARMA L.P.
(on its own behalf and as successor
in interest to The Purdue Pharma Company)

By: Purdue Pharma Inc., its general partner

By: _____
Name: _____
Title: _____

THE PURDUE FREDERICK COMPANY INC.
(d/b/a The Purdue Frederick Company)

By: _____
Name: _____
Title: _____

THE P.F. LABORATORIES, INC.

By: _____
Name: _____
Title: _____

EURO-CELTIQUE S.A.

By: _____
Name: DOUGLAS DOCHERTY
Title: DIRECTOR

TEVA PHARMACEUTICALS USA, INC.

By: _____
Name: _____
Title: _____

Exhibit 1(a)

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

PURDUE PHARMA L.P., THE PURDUE FREDERICK COMPANY, THE P.F. LABORATORIES, INC., THE PURDUE PHARMA COMPANY, Plaintiffs and Counterclaim Defendants, -vs- TEVA PHARMACEUTICALS USA, INC., Defendant and Counterclaim Plaintiff, -vs- EURO-CELTIQUE S.A., Counterclaim Defendant.	Civil Action Nos. 01 Civ. 8507 (SHS) 01 Civ. 11212 (SHS) 03 Civ. 2312 (SHS) (consolidated) **CONSENT JUDGMENT**

On consent of the parties hereto and as settlement of this action, PURDUE PHARMA L.P., a limited partnership organized and existing under the laws of the State of Delaware, having a principal place of business at One Stamford Forum, 201 Tresser Boulevard, Stamford, Connecticut 06901-3431 (and which is also the successor-in-interest to THE PURDUE PHARMA COMPANY, a general partnership which was organized and existed under the laws of the State of Delaware, and which had a principal place of business at One Stamford Forum, 201 Tresser Boulevard, Stamford, Connecticut 06901-3431), THE PURDUE FREDERICK COMPANY INC. (identified as THE PURDUE FREDERICK COMPANY), a corporation organized and existing under the laws of the State of New York, having a principal place of business at One Stamford Forum, 201 Tresser Boulevard, Stamford, Connecticut 06901-

3431, THE P.F. LABORATORIES, INC., a corporation organized and existing under the laws of the State of New Jersey, having a principal place of business at 700 Union Boulevard, Totowa, New Jersey 07512, EURO-CELTIQUE S.A., a company organized and existing under the laws of Luxembourg, having a principal place of business at 122 Boulevard de la Petrusse, L-2330, Luxembourg (identified as EUROCELTIQUE S.A.) (individually and collectively, "Purdue"), and TEVA PHARMACEUTICALS USA, INC., a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 1090 Horsham Road, North Wales, Pennsylvania 19454 ("Teva"), it is Ordered, Adjudged and Decreed as follows:

1. This Court's June 25, 2004 Memorandum Order granting Teva's Motion for Summary Judgment Based Upon Collateral Estoppel is vacated in all respects.

2. Purdue's U.S. Patent Nos. 5,549,912, 5,508,042, and 5,656,295 (the "Purdue Patents") are infringed by Teva based on Teva's requesting approval from the United States Food and Drug Administration of a generic version of OxyContin® products through its submission of ANDAs Nos. 76-168 and 76-610 and supplements or amendments thereto (the "Teva US ANDAs"), and its subsequent making, use, sale, offer to sell or importation of oxycodone products pursuant to the Teva US ANDAs (the "Existing Teva Oxycodone Products"). Teva admits for itself and its Affiliates (as defined in the Settlement Agreement among the parties) that each of the Purdue Patents and U.S. Patent No. 5,266,331 (the "'331 Patent") is (a) valid and enforceable as to the Existing Teva Oxycodone Products and (b) valid and enforceable in any other or future cause of action or litigation involving Teva, its successors or assigns, including, without limitation, any other or future cause of action or litigation respecting different or future products.

3. Except as permitted under the written Settlement Agreement among the parties or any exhibits thereto or otherwise under paragraph 6 hereof, Teva, including any of its successors, assigns and Affiliates and any of its or their officers, agents, servants, employees and attorneys and those persons in active concert or participation with Teva or its Affiliates, are permanently enjoined from infringing the Purdue Patents, including but not limited to, the making, using, offering to sell, selling or importing Existing Teva Oxycodone Products pursuant to the Teva US ANDAs.

4. Teva's Counterclaims set forth in each of Teva's Amended Answer and Counterclaims are dismissed with prejudice.

5. In addition to remedies for contempt of this Consent Judgment which Purdue has, in the event of breach or violation by Teva or any of its Affiliates of the terms of this Consent Judgment, Purdue is entitled to a preliminary and permanent injunction against the breaching conduct solely upon a showing of a likelihood of success of establishing that such a breach occurred. Teva and Purdue each agrees that jurisdiction and venue for such an action exist in this District Court, and each of Teva and Purdue waives any and all defenses based on personal jurisdiction, subject matter jurisdiction and venue.

6. This Consent Judgment is subject to and incorporates by reference the written Settlement Agreement among the parties, including any exhibits thereto.

7. This Consent Judgment is entered pursuant to Rule 58 of the Federal Rules of Civil Procedure, and this action is hereby dismissed without costs or attorney fees, save that this District Court shall retain jurisdiction over this action, including without limitation, over implementation of, or disputes arising out of, this Consent Judgment or the settlement of this action. A prevailing party shall be entitled to recovery of attorney fees in any such dispute

proceeding occurring after the entry of this Consent Judgment in which the case is found to be an exceptional one.

By: _____ By: _____

Tel. (___) ___-___
Fax. (___) ___-___

Attorneys for
Plaintiffs and Counterclaim Defendants

Tel: (___) ___-____
Fax: (___) ___-____

Attorney for Defendants and
Counterclaim Plaintiff

SO ORDERED:

Dated: _____ __, 2006

_____
United States District Judge

Exhibit 1(b)

Patent License Agreement

[attached]

Exhibit 1(c)

RELEASE GRANTED BY THE PURDUE COMPANIES TO TEVA PHARMACEUTICALS USA, INC.

PURDUE PHARMA L.P., a limited partnership organized and existing under the laws of the State of Delaware, having a principal place of business at One Stamford Forum, 201 Tresser Boulevard, Stamford, Connecticut 06901-3431 (and which is also the successor-in-interest to THE PURDUE PHARMA COMPANY, a general partnership which was organized and existed under the laws of the State of Delaware, and which had a principal place of business at One Stamford Forum, 201 Tresser Boulevard, Stamford, Connecticut 06901-3431), THE PURDUE FREDERICK COMPANY INC. (d/b/a The Purdue Frederick Company), a corporation organized and existing under the laws of the State of New York, having a principal place of business at One Stamford Forum, 201 Tresser Boulevard, Stamford, Connecticut 06901-3431, THE P.F. LABORATORIES, INC., a corporation organized and existing under the laws of the State of New Jersey, having a principal place of business at 700 Union Boulevard, Totowa, New Jersey 07512, EURO-CELTIQUE S.A., a company organized and existing under the laws of Luxembourg, having a principal place of business at 122 Boulevard de la Petrusse, L-2330 Luxembourg (individually and collectively, the "PURDUE COMPANIES" or "RELEASORS"), in consideration of their Settlement Agreement dated as of August 28, 2006 (the "Settlement Agreement") and the exhibits attached thereto, with TEVA PHARMACEUTICALS USA, INC. (individually and together with its respective Affiliates (as of or prior to the date of execution hereof), and any of their current (as of the date hereof) or former directors, officers, employees, agents, servants and attorneys, and the heirs, administrators, executors, successors and assigns (as permitted under the Settlement Agreement) of the foregoing, "RELEASEES"), voluntarily and

knowingly execute this Release with the intention of extinguishing the claims as herein specified. Capitalized terms used herein but not defined shall have the meanings set forth in the Settlement Agreement.

RELEASORS, with the intention of binding themselves, their respective successors, heirs and assigns, do hereby irrevocably release, remise and discharge RELEASEES, effective as of the Effective Date, from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, liabilities, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, counterclaims, demands, costs, expenses, losses, liens and obligations, whatsoever, in law, admiralty or equity, and waive any and all defenses, relating in any manner to the claims made or which could have been made (a) regarding (1) United States Patents Nos. 5,266,331, 5,549,912, 5,508,042, 5,656,295, and any other patents or patent applications claiming priority (directly or indirectly, in whole or in part) to application numbers 800,549 (filed November 27, 1991) or 81,302 (filed June 18, 1993) owned or controlled by any of the RELEASORS, or (2) the Foreign Patents (collectively, the "Worldwide Purdue Patents"), (b) in connection with the litigation, Civil Action Nos. 01 Civ. 8507, 01 Civ. 11212, and 03 Civ. 2312 (S.D.N.Y.) (SHS) or any of the Foreign Actions, or (c) relating to ANDA Nos. 76-168 and 76-610 and all amendments and supplements thereto, and foreign counterparts to any of the foregoing in countries other than the United States (the "Teva ANDAs") with respect to the making, having made, use, sale, offer to sell or importation of oxycodone products pursuant to the Teva ANDAs (including, without limitation, any infringement or violation of any patent or intellectual property or regulatory rights related to those activities owned or controlled (as of the Effective Date or thereafter) by any of the RELEASORS), in each case of clauses (a), (b) and (c)

which against the RELEASEES, the RELEASORS or the RELEASORS' successors and assigns ever had, or now have, or will have, arising out of, relating to, or in connection with any events occurring prior to the Effective Date of this RELEASE. For the avoidance of ambiguity, this RELEASE does not apply to actions to enforce any requirements or provisions of the Settlement Agreement or Patent License Agreement, including but not limited to, the provisions of any Consent Judgment entered into pursuant to the terms of the Settlement Agreement or the Patent License Agreement. This RELEASE shall be deemed to apply to any making, having made, using, sale, offer for sale or importation pursuant to the Teva ANDAs by any of the manufacturers, suppliers, importers, distributors, purchasers and users of the oxycodone product sold by RELEASEES pursuant to Teva ANDAs ("Teva ANDA Users"), provided that nothing in this RELEASE shall be construed as releasing any Teva ANDA User from any claim that its making, having made, using, sale, offer for sale or importation of any other oxycodone product constitutes an infringement of any of the Worldwide Purdue Patents. Notwithstanding any provision herein to the contrary, this RELEASE does not apply to, negate, or in any way limit any legal rights which the RELEASORS may have relating in any manner to the claims regarding the Worldwide Purdue Patents against any owners, holders, licensees or beneficiaries of an ANDA approved by, or submitted before or after the date of this RELEASE to, the Food and Drug Administration (the "FDA") for a generic version of OxyContin® products (other than the Teva ANDAs), to the extent that any such claims arise from such ANDA or generic versions of OxyContin® products (other than the Teva ANDAs and Teva Products (as defined in the Patent License Agreement attached as Exhibit 1(b) to the Settlement Agreement)), regardless of whether such ANDA owner, holder, licensee or beneficiary is or would otherwise be a Teva ANDA User as defined above or a successor-in-interest of the RELEASEES. In the event that Teva or its

Affiliates acquire any owner, holder, licensee or beneficiary of an ANDA approved by, or submitted before or after the date of this RELEASE to, the FDA for, in each such case a generic version of OxyContin® products, then Teva and its Affiliates (as Teva and such Affiliates exist as of the Signing Date) shall continue to have the benefits of this RELEASE for their own activities taken on or prior to the Effective Date, but such acquired entity (even as part of Teva or its Affiliates, in the case of a merger in which Teva or its Affiliate is the survivor) shall not have the benefit of this RELEASE for such acquired entity's activities.

RELEASORS hereby expressly waive all claims, causes of action or assertions relating in any manner to the matters released above, even if such claims, causes of action or assertions are not known or suspected to exist in the RELEASORS' favor. RELEASORS hereby expressly waive any assertion that this RELEASE does not extend to claims relating in any manner to the matters released above which RELEASORS did not know or suspect to exist in their favor on the date hereof, which if known by them, would have materially affected this RELEASE. RELEASORS hereby expressly waive any and all provisions, rights and benefits conferred by §1542 of the California Civil Code or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Code with respect to the matters released above.

RELEASORS represent, warrant and covenant that each of them has not heretofore assigned, transferred or purported to assign or transfer, and that each of them will not hereafter assign or transfer or purport to assign or transfer, to any person or entity any matter to be released by this RELEASE, and each of the RELEASORS agrees to indemnify and hold harmless RELEASEES and Teva ANDA Users from and against all such released matters which

arise from or are based on or are otherwise related in any way to any such assignment or transfer or purported or claimed assignment or transfer of any such matter, in whole or in part.

RELEASORS acknowledge that they have received independent legal advice from their attorneys with respect to this RELEASE and the Settlement Agreement and the Patent License Agreement and further acknowledge that they and their counsel have had adequate opportunity to make whatever investigation or inquiry they have deemed necessary in connection with this RELEASE and the Settlement Agreement and to the Patent License Agreement.

This RELEASE may not be modified or amended orally.

This RELEASE is made subject to the terms and conditions of the Settlement Agreement entered into between RELEASORS and RELEASEES and to which this RELEASE is an exhibit and to the Patent License Agreement.

This RELEASE shall be construed under and governed by the substantive laws of the State of New York, without giving regard to its choice of law or conflicts of law principles.

[*remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the RELEASORS have caused this RELEASE to be executed by their duly authorized officers or agents on _____ __, 2006; this RELEASE will become effective and be in full force and effect from and after the Effective Date, as defined in the Settlement Agreement.

PURDUE PHARMA L.P.
(on its own behalf and as successor in interest to the Purdue Pharma Company)

By: Purdue Pharma Inc., its general partner

By: _____
Name: _____
Title: _____

THE PURDUE FREDERICK COMPANY INC.
(d/b/a The Purdue Frederick Company)

By: _____
Name: _____
Title: _____

THE P.F. LABORATORIES, INC.

By: _____
Name: _____
Title: _____

EURO-CELTIQUE S.A.

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On _____, 2006 before me, _____ personally came _____ to me known, who, by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is a _____ of Purdue Pharma Inc., the general partner of PURDUE PHARMA L.P., the limited partnership described in and which executed the foregoing RELEASE.

On _____, 2006 before me, _____ personally came _____ to me known, who, by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is a _____ of THE PURDUE FREDERICK COMPANY INC. (d/b/a The Purdue Frederick Company), the corporation described in and which executed the foregoing RELEASE.

On _____, 2006 before me, _____ personally came _____ to me known, who, by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is a _____ of THE P.F. LABORATORIES, INC., the corporation described in and which executed the foregoing RELEASE.

On _____, 2006 before me, _____ personally came _____ to me known, who, by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is a _____ of EURO-CELTIQUE S.A., the company described in and which executed the foregoing RELEASE.

_____
Notary Public

Exhibit 1(d)

RELEASE GRANTED BY TEVA PHARMACEUTICALS USA, INC. TO THE PURDUE COMPANIES

TEVA PHARMACEUTICALS USA, INC., a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 1090 Horsham Road, North Wales, Pennsylvania 19454 ("RELEASORS"), in consideration of their Settlement Agreement dated as of August 28, 2006 (the "Settlement Agreement") and the exhibits attached thereto, with PURDUE PHARMA L.P. (in its own right and as successor-in-interest to THE PURDUE PHARMA COMPANY), THE PURDUE FREDERICK COMPANY INC. (d/b/a The Purdue Frederick Company), THE P.F. LABORATORIES, INC., and EURO-CELTIQUE S.A. (individually and collectively, the "PURDUE COMPANIES", and together with their respective Affiliates and third parties in privity of contract with the Purdue Companies or their respective Affiliates regarding OxyContin® products before or as of the Effective Date (in each case, as of or prior to the date of execution hereof), successors and assigns (in each case, as permitted under the Settlement Agreement) and any of their current (as of the date hereof) or former owners, directors, officers, agents, servants, employees and attorneys, "RELEASEES"), voluntarily and knowingly execute this Release with the intention of extinguishing the claims and defenses as herein specified. Capitalized terms used herein but not defined shall have the meanings set forth in the Settlement Agreement.

RELEASORS, with the intention of binding themselves, their respective successors, heirs and assigns, do hereby irrevocably release, remise and discharge RELEASEES, effective as of the Effective Date, from any and all actions, causes of action, suits, debts, dues,

sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, liabilities, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, and waive and relinquish all defenses (including, but not limited to noninfringement, invalidity, and unenforceability) relating in any manner to the claims made or which could have been made (a) regarding (1) United States Patents Nos. 5,266,331, 5,549,912, 5,508,042, 5,656,295, and any other patents or patent applications claiming priority (directly or indirectly, in whole or in part) to application numbers 800,549 (filed November 27, 1991) or 81,302 (filed June 18, 1993) owned or controlled by any of the RELEASEES, or (2) the Foreign Patents, (b) in connection with the litigation, Civil Action Nos. 01 Civ. 8507, 01 Civ. 11212, and 03 Civ. 2312 (S.D.N.Y.) (SHS) or any of the Foreign Actions, or (c) relating to ANDA Nos. 76-168 and 76-610 and supplements or amendments thereto, and foreign counterparts to any of the foregoing in countries other than the United States, in each case of clauses (a), (b) and (c) which against the RELEASEES, the RELEASORS or the RELEASORS' successors and assigns ever had, or now have, or will have, arising out of, relating to, or in connection with any events occurring prior to the Effective Date of this RELEASE. For the avoidance of ambiguity, this RELEASE does not apply to actions to enforce any requirements or provisions of the Settlement Agreement or Patent License Agreement, including but not limited to, the provisions of any Consent Judgment entered into pursuant to the terms of the Settlement Agreement or the Patent License Agreement. This RELEASE includes but is not limited to a release of any tort, contract, antitrust, unfair competition or related claims asserted or that could have been asserted by RELEASORS against RELEASEES based on RELEASEES' procurement and/or enforcement of U.S. Patent Nos.

5,266,331, 5,549,912, 5,508,042, and 5,656,295, and the making, having made, use, sale, offer to sell or importation of OxyContin® products.

RELEASORS hereby expressly waive all claims, causes of action or assertions relating in any manner to the matters released above, even if such claims, causes of action or assertions are not known or suspected to exist in the RELEASORS' favor. RELEASORS hereby expressly waive any assertion that this RELEASE does not extend to claims relating in any manner to the matters released above which RELEASORS did not know or suspect to exist in their favor on the date hereof, which if known by them, would have materially affected this RELEASE. RELEASORS hereby expressly waive any and all provisions, rights and benefits conferred by §1542 of the California Civil Code or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code with respect to the matters released above.

RELEASORS represent, warrant and covenant that each of them has not heretofore assigned, transferred or purported to assign or transfer, and that each of them will not hereafter assign or transfer or purport to assign or transfer, to any person or entity any matter to be released by this RELEASE, and each of the RELEASORS agrees to indemnify and hold harmless RELEASEES from and against all such released matters which arise from or are based on or are otherwise related in any way to any such assignment or transfer or purported or claimed assignment or transfer of any such matter, in whole or in part.

RELEASORS acknowledge that they have received independent legal advice from their attorneys with respect to this RELEASE and the Settlement Agreement and the Patent License Agreement and further acknowledge that they and their counsel have had adequate

opportunity to make whatever investigation or inquiry they have deemed necessary in connection with this RELEASE and the Settlement Agreement and to the Patent License Agreement.

This RELEASE may not be modified or amended orally.

This RELEASE is made subject to the terms and conditions of the Settlement Agreement entered into between RELEASORS and RELEASEES and to which this RELEASE is an exhibit and to the Patent License Agreement.

This RELEASE shall be construed under and governed by the substantive laws of the State of New York, without giving regard to its choice of law or conflicts of law principles.

IN WITNESS WHEREOF, the RELEASORS have caused this RELEASE to be executed by their duly authorized officers or agents on _____ __, 2006; this RELEASE will become effective and be in full force and effect from and after the Effective Date, as defined in the Settlement Agreement.

TEVA PHARMACEUTICALS USA, INC.

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On _____ __, 2006 before me, _____ personally came _____ to me known, who, by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is a _____ of TEVA PHARMACEUTICALS USA, INC., the corporation described in and which executed the foregoing RELEASE.

On _____ __, 2006 before me, _____ personally came _____ to me known, who, by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is a _____ of _____, the corporation described in and which executed the foregoing RELEASE.

_____
Notary Public

Annex-1

Papers

Dutch Cancellation Form - *Dutch Version*

Per mail / fax

Aan de Rechtbank Den Haag
Civiele Griffie

Bijlage ingediend door : De Brauw Blackstone Westbroek – Mr H.J.A. Knijff
Telefoonnummer : 070-3285363 (Ineke Talsma)

Zaakgegevens	**Purdue cs / Teva cs**
Zaaknummer	:
Rolnummer	: 2005/2000
Eisende partij	: **Purdue Pharma cs**
Procureur	: Mr H.J.A. Knijff
Verwerende partij	: **Teva Pharmaceuticals cs**
Procureur	: Mr M.E. Santman
Zittingsdatum	: Pleidooi op 9 februari 2007 om 9.30 uur
Datum bericht	: [**] 2006
Wederpartij geïnformeerd	: ja

VERZOEK DOORHALING
Mr Knijff verzoekt namens beide partijen doorhaling van de zaak.

Dutch Cancellation Form - *English Version*

Per mail / fax

To the District Court of The Hague
Civil Sector

Filed by	: De Brauw Blackstone Westbroek – Mr H.J.A. Knijff
Telephone number	: 070-3285363 (Ineke Talsma)

Case details	**Purdue cs / Teva cs**

Case number	:	
Docket number	:	2005/2000
Plaintiff	:	**Purdue Pharma cs**
Local counsel	:	Mr H.J.A. Knijff
Defendant	:	**Teva Pharmaceuticals et al.**
Local counsel	:	Mr M.E. Santman
Court date	:	Oral hearing on 9 February 2007 at 9.30 am
Plaintiffs	:	**Purdue Pharma et al.**
Counterparty informed	:	**Yes**

REQUEST CANCELLATION
On behalf of both parties Mr Knijff requests the cancellation of this case.

Intervention Withdrawal Letter

Vereenigde
Johan de
Wittlaan 7
2517 JR
Den
Haag/NL

European Patent Office
80298 Munich
Germany

The Hague,

Intervention by Teva Pharmaceuticals Europe B.V.
Industrieweg 23
3641 RK Mijdrecht/NL

in opposition proceedings to European patent 1 327 446
"Controlled release oxycodone compositions"

On behalf of the intervener we herewith

withdraw

the intervention. We will therefore not be a party to this opposition procedure any more.

Mr. CJJ Van Loon

Canadian Order Form

Court No. T-416-05

FEDERAL COURT

Ottawa, Ontario, this _____ day of _____, 2006

Present: _____

B E T W E E N:

PURDUE PHARMA

Applicant

- and -

NOVOPHARM LIMITED and
THE MINISTER OF HEALTH

Respondents

ORDER

UPON the Applicant's request for an Order amending the schedule in this proceeding and extending the period referred to in paragraph 7(1)(e) of the *Patented Medicines (Notice of Compliance) Regulations* (the "*Regulations*") by two months pursuant to paragraph 7(5)(e) of the *Regulations*;

AND UPON the consent of the parties executed by their solicitors;

IT IS HEREBY ORDERED THAT:

1. The Applicant's Record shall be served and filed no later than October 31, 2006;

2. The Applicant has leave to serve and file a requisition for hearing within 10 days following the filing of its application record;

3. The Respondents' Records shall be served and filed no later than November 30, 2006;

4. The period referred to in section 7(1)(e) of the *Regulations* shall be extended by two months, namely until May 4, 2007; and

5. No costs shall be awarded in respect of this Order.

Canadian Consent Form

Court No. T-416-05

FEDERAL COURT

BETWEEN:

PURDUE PHARMA

Applicant

- and -

NOVOPHARM LIMITED and
THE MINISTER OF HEALTH

Respondents

CONSENT

The parties, by their solicitors, consent to an Order in the form attached hereto.

August , 2006

Gowling Lafleur Henderson LLP
Solicitors for the Applicant,
Purdue Pharma

August , 2006

Heenan Blaikie
Solicitors for the Respondent,
Novopharm Limited

August , 2006

Department of Justice
Solicitors for the Respondent,
The Minister of Health

EXHIBIT 2

CEPHALON, INC. COMPLIANCE INVESTIGATIONS AND DISCIPLINARY ACTIONS REPORT

	A	B	C	D
1	-+NUMBER	EMPLOYEE NAME	INVESTIGATOR NAME(S)	DATE INCIDENT REPORTED
2				
3				
4	2004-001	Daly, Lisa	Siegel/Camponelli	5/20/2004
5	2004-001	Daly, Lisa	Siegel/Camponelli	7/27/2004
6	(supp)			
7	2004-002(a)	Earl, Craig	Siegel/Driscoll	6/7/2004
8	2004-002(b)	Young, Patrick	Siegel/Driscoll	6/7/2004
9	2004-003	Evans, Robert	Siegel/Camponelli	7/21/2004
10	2004-004	Suddath, Derek	Siegel/Camponelli	7/30/2004
11	2004-005	Grant, Tedra	Siegel/Camponelli	8/11/2004
12	2004-006	Alabaster, Scott	Siegel	9/2/2004
13	2004-007	McMullen, Nina	Siegel/Camponelli	9/2/2004
14	2004-008	Freitas, Christine	Chuck De Wildt	9/30/2004
15	2004-009	Puckitt, Kathy	Ryan Barnes/Chandler Tatum	10/7/2004
16	2004-010	Wilkinson, Haley	Siegel	8/11/2004
17	2004-011	NEI	Siegel	8/6/2004
18				
19	2004-012	Walker, Cindy	Siegel	12/6/2004
20	2004-013	Carmody, Tim/ Shattuck, Wes	Siegel	12/1/2004
21	2004-014	Finerty, Laura	Siegel	12/7/2004
22	2004-015	Robinson, Orris	Siegel	11/22/2004
23	2004-016	Eplan, Iris	Michael Braat	12/16/2004
24				
25	2004-017	Bushman, John	Eric Siegel	11/5/2004
26				
27	2005	2005	2005	2005
28				
29	2005-001	Barba, Jean Paul	Chuck DeWildt	1/4/2005
30				
31	2005-002	O'Connell, Robert	Eric Siegel	1/5/2005
32	2005-003	Bohme, Tom	Michael Braat	1/10/2005
33				
34	2005-004	Burton, Mark	Chandler Tatum/Ryan Barnes	1/13/2005
35	2005-005	Whitman, Christy	Chuck DeWildt/Eric Siegel	1/19/2005
36	2005-006	Wetherholt, Mike	Eric Siegel	1/9/2005
37	2005-007	Philo, Amy	Eric Siegel	1/21/2005
38	2005-008	Mack, James	Eric Siegel	1/30/2005
39	2005-009	Keiningham, Charles	Kiumars Vadiei	1/31/2005

CEPHALON, INC. COMPLIANCE INVESTIGATIONS AND DISCIPLINARY ACTIONS REPORT

	E
1	**BRIEF STATEMENT**
2	**OF INCIDENT**
3	
4	Employee was believed to be making off-label claims to customers regarding Cephalon's 3 marketed products.
5	Employee continued to make certain promotional claims for Provigil which were not consistent with FDA label.
6	
7	Employee granted protocol exceptions to increase dosing beyond protocol limits without amending the protocol and without seeking IRB approval.
8	Employee granted protocol exceptions to increase dosing beyond protocol limits without amending the protocol and without seeking IRB approval.
9	Employee violated Sampling Policy by distributing expired samples and failing to return expired samples pursuant to company policy.
10	Employee falsified sample request forms for Provigil for 3 months and left with physician to mail in to Promotech. This violated the Company's Corporate Compliance Program and Controlled Substance Sample Program.
11	Employee submitted same receipt twice for reimbursement in two separate months; employee catered a lunch at a park for a doctor, his staff and family as well as for the employee's family and falsified her expense report, indicating it was for another doctor and that it was in the doctor's office; employee engaged in a preceptorship with a doctor so that she could pay him an honorarium with which he could purchase a textbook he had requested from her.
12	Employee scheduled an MEP. The speaker forwarded slides to employee and asked employee to print out a copy of the slides in the "notes" format. Employee instead forwarded a copy of the slide set to all of the intended attendees of the MEP.
13	Employee used WLF reprints in a manner inconsistent with Cephalon policy.
14	Employee contacted Reimbursement Hotline while in a physician's office and failed to identify herself as a sales representative. Employee also had access to patient protected health information during her phone call.
15	During a ride-along with her manager (Chandler Tatum), it became clear that representative (Kathy Puckitt) had a physician sign multiple Sample Request Forms (SRFs) for Provigil. The purported reason for doing so was that the physician was hard to see. However, prior to this incident, the representative had made 21 YTD calls on the physician. Representative never actually used the pre-signed forms and in fact had torn them up and discarded them.
16	Sales manager (Wilkinson) had a personal relationship with a physician customer she called on. Physician was married and wife learned of the relationship. Wife called Cephalon Human Resources (Pat Vandenberg). Wife mentioned that she would be serving a subpoena on the company for Wilkinson's expense reports to show that Wilkinson was spending a lot of money on meals on the physician. Also wife alleged that the physician was providing prescriptions for Provigil for Wilkinson's husband (although he was not a patient of the physician) and that Wilkinson was giving her husband Actiq for his back pain without a prescription.
17	Cephalon provided an educational grant to NEI (Neuroscience Education Institute). The grant was for a series of CME dinner programs. Several members of the sales force were contacting speakers, signing them up and confirming their attendance to serve as faculty at
18	specific dinner programs.
19	Representative alleged in her responsive comments to her field comment report that some of her Actiq targets were not appropriate targets based on specialty and types of patients treated.
20	Representative, Wes Shattuck, raised issues about his manager, Tim Carmody. In particular, Shattuck stated that Carmody had indicated to the representatives working for him that he is okay with "little white lies" to customers.
21	Physician office indicated that they had received a "30 page letter" from their Provigil sales representative (Finerty) indicating that Provigil was approved for the treatment of idiopathic hypersomnia. Provigil is not indicated for that condition.
22	Sales representative (Robinson) was being investigated by sales management regarding his vehicle mileage, fuel consumption and time spent out of his territory. Robinson indicated that one of his key customers became aware of the investigation through communication with a Cephalon employee. He was concerned that the confidentiality of the investigation had been compromised.
23	During ridealongs with a representative (Eplan), her Manager (Braat) noted that she was not in full compliance with company policy. Specifically, she made off-label claims and used WLF articles inappropriately.
24	
25	Approximately 3 years ago, a sales representative (John Bushman) provided a Provigil sample bottle to a PhD researcher who was conducting a study about modafinil in rats. The representative transferred one sample bottle from one of his psychiatrist customers to the
26	
27	**2005**
28	
29	Representative (Barba) took 4 doctors and 2 staff members to dinner to discuss Cephalon products. The cost of the meal was in excess of that permissible under Cephalon's policy on Gifts, Meals and Entertainment.
30	
31	Sales representative (O'Connell) expensed a meal for himself and 6 physicians. Expense entry was false, however, as representative had actually purchased gift certificates for two physician customers. When questioned about it by the Compliance Officer, representative lied and said that he had not purchased gift certificates but that he had taken the doctors to dinner.
32	During ridealongs with a representative (Bohme), his Manager (Braat) noted that he was not in full compliance with company policy. Specifically he had made off-label claims and used WLF articles inappropriately.
33	
34	Physician mailed in a sample request form directly to Promotech. SRF had been completed by the Sales Rep (Mark Burton) and signed by physician. However, in accordance with Cephalon Policy, SRFs are supposed to be sent in to Promotech by the sales
35	Sales representative (Whitmm) arranged for a speaker to conduct several MEPs for her. She sent the speaker a detailed e-mail which included coaching the speaker to address off-label uses of our products.
36	Mike Wetherholt was a Regional Director who was terminated from the Company after a prolonged absence. During his exit interview with HR, he raised a compliance issue. Specifically, he indicated that while he was an RD, one of the representatives in his region complained that an Area Manager had attended an MEP and had been too aggressive at the MEP. In particular, the AM was answering questions that were posed to the speaker, and doing so with off-label information.
37	Sales representative (Philo) purchased gift certificates, sporting event tickets and other gifts for physicians in violation of Policy on Meals, Gifts and Entertainment. She then submitted fabricated invoices from a vendor to support her reimbursement for those
38	Sales representative (Mack) arranged for a speaker to conduct MEPs in his territory. The representative allowed the speaker to conduct 5 MEPs in one day, in violation of Cephalon's Policy on Promotional Meetings.
39	Sales representative (Keiningham) simultaneously submitted 17 identical e-MIRFS to Medical Affairs. The request said "What information is available regarding the use of Provigil for the treatment of ADHD in pediatric/adolescent patients.?" Representative was contacted and he indicated the requests were all unsolicited. He simply "cut and pasted" the requests to save time.

CEPHALON, INC. COMPLIANCE INVESTIGATIONS AND DISCIPLINARY ACTIONS REPORT

	F
1	**RESOLUTION/**
2	**REMEDIATION**
3	
4	Employee was given a written warning and will continue to be more closely monitored by her manager until there is comfort that she is not making such claims.
5	Employee placed on 60 day probation. Performance will continue to be monitored closely by her manager.
6	
7	Employee received a written warning. All employees within Clinical Research organization will undergo mandatory retraining on GCPs. New SOPs have been created and policies have been reviewed and modified as necessary.
8	Employee received a written warning. All employees within Clinical Research organization will undergo mandatory retraining on GCPs. New SOPs have been created and policies have been reviewed and modified as necessary.
9	Employee was placed on Probation effective August 9, 2004.
10	Employee was terminated on August 12, 2004.
11	Company made a decision to terminate employee. Employee resigned on August 23, 2004, before termination could be carried out.
12	Decision was made to give employee a written warning. Before warning could be delivered, employee resigned.
13	Employee was counseled by Area Manager. Area Manager also did a subsequent 2-day field contact to observe employee's conduct to ensure improvement.
14	Employee received verbal and written counseling from Regional Director that she must 1) fully identify herself when contacting others on company business; 2) adhere to HIPAA requirements and not access or disclose any patient protected health information without patient consent and 3) seek guidance from her Area Manager, Regional Director or Compliance if she has questions about the propriety of her conduct.
15	This issue was resolved by the AM and RD prior to it being reported to Compliance. The representative was counseled verbally and in writing about the importance of adhering to the guidelines set forth in the Sample Management Policy Manual as well as the Code of Conduct. The representative indicated assent and a willingness to comply. Representative was informed that future violations would subject her to disciplinary action. The AM and RD were also counseled by Compliance not to complete investigations and determine
16	Allegations of wife could not be substantiated through investigation.
17	The VP of Sales sent an e-mail to all Regional Directors instructing them to end this activity. The RD's cascaded this message throughout their regions. In addition, the VP of Marketing communicated with Cogenix, the vendor responsible for logistics, that this practice
18	is not acceptable and to contact her if they see this happening in the future.
19	No further action necessary. Representative was contacted and is not alleging any concerns or violations of policy regarding Actiq targeting.
20	Carmody received a written warning for this conduct.
21	Physician office was mistaken. The representative had sent a request to Medical Affairs asking that a medical necessity disk be sent to the physician office for a customer appealing a denial for Provigil for idiopathic hypersomnia. The disk is an approved tool and contains the "30 page letter" to which the office was referring. It was sent to the physician office by Medical Affairs.
22	The investigation revealed that Robinson was the only one who discussed the matter with the physician customer. No other Cephalon employee compromised the confidentiality of the investigation.
23	Iris has been counseled by her manager as well as the Chief Compliance Officer on these issues. She also has been required to retake the ComplianceWire assignments related to compliance (i.e., the sales policies and quizzes). She was further instructed to ride with the
24	area trainer for additional training. Finally, she received a memo from her manager outlining her deficiencies and further indicating that future violations of Cephalon policies would subject her to additional discipline, up to and including termination.
25	Representative was counseled by both his manager and the Compliance Officer about this conduct. Representative was also required to retake and pass the Provigil Sample test.
26	
27	**2005**
28	
29	Barba was counseled by the Regional Director (DeWildt). In addition, DeWildt sent a memo to Barba outlining the violative conduct, reminding Barba that it is his responsibility to manage dinner meetings to ensure they remain within budget guidelines, and indicating
30	that further violative behavior will result in additional disciplinary action, up to and including termination of employment.
31	Representative was terminated for the policy violation and for repeatedly lying about the course of events during the investigation.
32	Tom has been counseled by his manager on these issues. He also has been required to retake the ComplianceWire assignments related to compliance (i.e., the sales policies and quizzes). He was further instructed to ride with the area trainer for additional training.
33	Finally, he received a memo from his manager outlining his deficiencies and further indicating that future violations of Cephalon policies would subject him to additional discipline, up to and including termination.
34	Representative was counseled on appropriate sample protocol. No further action required as rep was familiar with the protocol but the SRF had inadvertently been misplaced and then sent in by the physician.
35	Sales representative was issued a letter of reprimand. She also received counseling from her Regional Director (Chuck DeWildt) and the Chief Compliance Officer (Eric Siegel).
36	The allegations were not substantiated by the investigation. No further action or remediation was required.
37	Sales representative was terminated on February 11, 2005.
38	Representative was counseled by Chief Compliance Officer. Representative also received a letter of reprimand.
39	The Area Manager and Regional Director were contacted by the VP of Sales to ensure appropriate follow up. Representative was counseled by Area Manager on 2/3/2005 to list each e-MIRF separately.

	G
1	DATE
2	MATTER
3	CLOSED
4	6/11/2004
5	8/4/2004
6	
7	8/4/2004
8	8/4/2004
9	8/9/2004
10	8/12/2004
11	8/25/2004
12	9/21/2004
13	10/18/2004
14	10/18/2004
15	10/18/2004
16	10/4/2004
17	9/27/2004
18	
19	12/9/2004
20	1/5/2005
21	1/5/2005
22	12/20/2004
23	1/14/2005
24	
25	12/21/2004
26	
27	2005
28	
29	1/12/2005
30	
31	1/18/2005
32	1/14/2005
33	
34	1/13/2005
35	1/28/2005
36	3/7/2005
37	2/11/2005
38	2/18/2005
39	2/3/2005

	A	B	C	D
40	2005-010	Hooker, Joseph	Eric Siegel	2/3/2005
41	2005-011	ACTIQ Team	Eric Siegel	2/2/2005
42	2005-012	King, Andy (CIMA)	Ron Gay	2/4/2005
43				
44	2005-013	Greene, Michel	Kumars Vadiei	2/2/2005
45	2005-014	Harold, John	Alan Beckman	2/9/2005
46	2005-015	O'Connor, David	Joe Haygood/David Shimokawa	2/22/2005
47				
48	**Redaction - Privilege**			
49	2005-017	Puckitt, Kathy	Ryan Barnes	3/9/2005
50	2005-018	Brock, Tiffany	Chuck DeWildt	3/3/2005
51	2005-019	Robinson, Orris (Robby) (2)	John Keyser (AM)	3/7/2005
52				
53	2005-020	Murphy, Monica	Pam Cassidy (AM)	3/14/2005
54	2005-021	Reynolds, Mark	Pat Vandenberg	3/14/2005
55	2005-022	Sweet, William	Pat Vandenberg	3/14/2005
56	2005-023	Morrison, Jackie	Chuck DeWildt	3/16/2005
57	2005-024	Ekpo, Peter	Troy Wagner (Dir. QA)	3/18/2005
58	2005-025	Hobbs, Kim	Alan Beckman/Jeff Aromando	3/18/2005
59	2005-026	Belofsky, Jimma	Pam Cassidy	3/23/2005
60	2005-027	Nevi-Maguire, Trish	Pam Cassidy	3/23/2005
61	2005-028	Ogden, William	Robert Myers/David Shimokawa	3/23/2005
62	2005-029	Hibbard, David	David Stuart/Ryan Barnes	3/23/2005
63	2005-030	Colone, Denise	Eric Siegel	3/24/2005
64				
65	2005-031(a)	Weimer, Matthew	Eric Siegel/David Shimokawa	3/24/2005
66	2005-031(b)	Thompson, David	Eric Siegel/David Shimokawa	3/24/2005
67	2005-032	Vandenberg, Pat	Eric Siegel	3/8/2005
68	2005-033(a)	Yaksic, Jessica	Joe Haygood/David Shimokawa	3/28/2005
69	2005-033(b)	Roncone, Jennifer	Joe Haygood/David Shimokawa	3/28/2005
70	2005-034	Pack, Vince	David Shimokawa	4/1/2005
71	2005-035	Smith, Alan	Bill Carnohan	4/1/2005
72	2005-036	Beltrante, Anita	Pat Vandenberg	3/25/2005
73	2005-037	Burton, Mark	Ryan Barnes/Chandler Tatum	4/4/2005
74	2005-038	Renslink, Jerry	Brent Rosenberger/Paul	4/14/2005
75		(CIMA)	Camponelli	
76	2005-039	Hanson, Dan	Ron Gay/Eric Siegel	4/20/2005
77		(CIMA)		
78	2005-040	Walker, Cynthia	Eric Siegel	4/27/2005
79	2005-041	Davis, Wendy	Chuck DeWildt	5/20/2005
80	2005-042	Brodeur, Stephen	Kevin Langlois/Eric Siegel	5/9/2005
81	2005-043	Howdeneu, LeAnn	Eric Siegel	6/17/2005

	E
40	Hooker, Associate Director, Project Management, resigned from the Company over a dispute about his 2004 performance review. His specific compliance concern is that the objectives upon which he was rated at the end of 2004 differed from the objectives which were agreed upon in March, 2004.
41	Four members of the Actiq Marketing team accepted complimentary tickets to the Superbowl in Jacksonville, FL on Sunday, February 6, 2005 from a vendor the Actiq team does business with. The acceptace of these tickets had the potential to create a conflict of
42	Andy King, a maintenance technician at the CIMA facility, attempted to run a rock through the line 2 metal detector. He had brought the rock in from outside and was testing it to determine if it contained any gold. This action violated a number of GMPs as well as
43	CIMA SOPs. CIMA SOP 0030001 states that non-GMP materials are not to be brought into the manufacturing area.
44	Sales representative (Greene) simultaneously submitted 29 identical e-MIRFS to Medical Affairs regarding Provigil. The request said "Use in depression." Representative was contacted and he indicated the requests were all unsolicited. He stated that he had batched them and sent them all at once, rather than sending them when he received the requests.
45	Area Manager (John Harold) incorrectly advised a representative (Loren Gutter) as to how much she was permitted to spend on a dinner for HCPs and office staff. As a result, Gutter spent significantly more than what was permitted under the Policy on Meals, Entertainment and Gifts and also invited staff who are not permitted to attend a meal outside the office.
46	Representative (David O'Connor) conducted an MEP. The costs associated with MEP exceeded those permissible under the Policy on Medical Education Programs. The representative intentionally submitted an incorrect number of attendees to Cogenix to try to cover up the issue.
47	
48	**Redaction - Privilege**
49	Pharmacist contacted medical affairs complaining that sales representative (Puckitt) was recommending Gabitril for insomnia.
50	Representative (Brock) conducted an MEP. The cost per attendee was in excess of that permitted by MEP guidelines
51	Sales representative was on a performance improvement plan. Representative appeared to have falsified records regarding his MEP programs.
52	
53	Representative (Murphy) conducted two MEPs. The cost per attendee for both MEPs exceeded the amount permitted under MEP guidelines.
54	During National Sales Meeting, representative (Reynolds) engaged in inappropriate conduct with two non-Cephalon female visitors and then misrepresented or provided false information during the Human Resources investigation, in violation of the Code of Conduct.
55	Representative (Steve Iaski) indicated that an inappropriate racial comment had been made by another employee (Bill Sweet) at a dinner during the National Sales Meeting.
56	Representative (Morrison) conducted two MEPs. The cost per attendee for both MEPs exceeded the amount permitted under MEP guidelines.
57	Quality Assurance employee falsified responses to product complaint reports.
58	Sales representative purchased two bottles of wine as gifts for physicians.
59	Representative (Belofsky) conducted an MEP. The cost per attendee was in excess of that permitted by MEP guidelines
60	Representative (Nevi-Maguire) conducted an MEP. The cost per attendee was in excess of that permitted by MEP guidelines
61	Representative (Ogden) conducted an MEP. The cost per attendee was in excess of that permitted by MEP guidelines
62	Sales representative made notations in his weekly reports which indicated he may have promoted Provigil off-label by comparing it to Effexor.
63	Allegations were raised by a DEA agent that a sales representative (Colone) indicated that "it was okay to use Actiq for rheumatoid arthritis and degenerative joint arthritis."
64	
65	During a routine audit of expense reports, it was determined that representative (Weimer) expensed several inappropriate items, including a birthday lunch, birthday gift and Christmas gifts for physicians.
66	Manager approved sales representative's expensing of several inappropriate items, including a birthday lunch, birthday gift and Christmas gifts for physicians.
67	Concerns were raised that exit interview process for H.R. employees leaving the company was not objective because employees conducting the interview were part of the H.R. Department.
68	Two representatives (Yaksic and Jennifer Roncone) conducted a joint MEP. The cost per attendee for the MEP exceeded the amount permitted under MEP guidelines.
69	Two representatives (Roncone and Jessica Yaksic) conducted a joint MEP. The cost per attendee for the MEP exceeded the amount permitted under MEP guidelines.
70	Representative (Vince Peek) visited the office of Dr. Michael Simons, a Kentucky Gastroenterologist, after the physician's name appeared on Vince's LaunchTrac report. Nurse in office told Vince that Dr. Simons had never prescribed Actiq. Vince left Actiq coupons. Nurse subsequently called Vince and told him that Dr. Simons was unable to prescribe scheduled medications and had not done so for many years. Thus, he could not have written the Actiq prescription. Nurse then called Medical Affairs concerned that a prescription
71	Physician contacted Medical Affairs indicating that he believed a sales representative was providing Provigil to a friend without a prescription.
72	Cephalon employee called the Ethics & Compliance HelpLine to complain that a candidate that s/he had referred to Cephalon for a Legal Administrative Assistant position had been treated unprofessionally by Ms. Beltrante
73	Anonymous phone call received by Jane Hoopes (Sales Administration) from an individual claiming to be a sales rep for another pharmaceutical company. He stated that a Cephalon sales representative was detailing Provigil for Adult ADHD.
74	Employee (Rensink) committed GMP violations related to general preventive maintenance of the CIMA facility.
75	
76	Employee (Hanson) was allegedly removing certain active ingredient (pseudoephedrine) from the CIMA facility.
77	
78	Employee (Walker) is leaving the company. In her exit interview form, she stated that she did not "realize the extent of off-label selling that was required."
79	Sales representative, Rachel Weinstein, alleged that her area trainer, Wendy Davis, provided inappropriate promotional information to a customer regarding use of Provigil with alcohol and also inappropriately instructed her regarding delivery of the Gabitril safety message. Rep also alleged that Wendy Davis had made remarks that offended her regarding her heritage.
80	Sales representative (Brodeur) submitted an e-MIRF requesting information for a physician regarding use of Actiq for non-cancer pain. However, physician had not requested that information. Physician's nurse had made the request to the representative.
81	Sales representative (Howlenes) has been violating the Sampling Policy by leaving SRFs with physicians, having them complete the forms and then mail them back to her. In addition, she has falsified records in the SMART system by recording calls that she did not actually make. She also lied to her manager about why she did not make any sales calls on a particular day. Finally, she lied to the investigator during the course of this investigation.

	F
40	Hooker resigned from the Company on February 11, 2005, amid threats of legal action against the Company. The Chief Compliance Officer (CCO) offered numerous times to meet with Hooker to discuss his concerns before he left the Company; however Hooker refused to meet with anyone other than Carl Savini. Finally, on February 10, 2005, on his second-to-last day with the Company, Hooker indicated a willingness to meet with the CCO on February 11, 2005. The CCO indicated his availability to meet with Hooker during the afternoon of February 11, but Hooker indicated he was going to a doctor's appointment. The CCO agreed to meet with Hooker any day the following week, but Hooker did not respond to the offer.
41	The four Actiq Marketing team members paid for their Superbowl tickets.
42	King's employment was terminated on February 28, 2005.
43	
44	Representative was counseled by Area Manager (Jeff Aromando) on 2/4/2005 to send requests to Medical Affairs as they are received and not to batch them and send them all at once.
45	Harold received a letter of reprimand.
46	O'Connor received a letter of reprimand.
47	
48	**Redaction - Privilege**
49	The allegations by pharmacist could not be substantiated. Thus, no corrective action was appropriate.
50	Brock was counseled by her Regional Director (DeWildt) and received a letter of reprimand.
51	Representative was to be terminated for performance reasons. Before termination could be carried out, representative resigned.
52	
53	Employee was counseled by her Area Manager (Cassidy) and received a letter of reprimand.
54	Employee was terminated on March 31, 2005.
55	Sweet received a written reprimand and will retake the Workplace Harrassment Training.
56	Employee was counseled by her Regional Director (DeWildt) and received a letter of reprimand.
57	Employee was terminated.
58	Employee was counseled by her Area Manager (Aromando) and received a written reprimand.
59	Employee was counseled by her Area Manager (Cassidy) and received a written reprimand.
60	Employee was counseled by her Area Manager (Cassidy) and received a written reprimand.
61	Representative received a written reprimand.
62	Sales representative was counseled by the Regional Director (Barnes). Additionally, he was required to retake ComplianceWire training modules. Finally, he received a written reprimand.
63	Physician was contacted who purportedly made these statements to the DEA. Physician indicated that he did not make these statements and that he believes Cephalon's promotion has been consistent with label.
64	Since allegations were not substantiated, no further investigation was required.
65	Employee received a written reprimand.
66	Employee received a written reprimand.
67	Employee exit interview process for H.R. employees has been revised to ensure objectivity and confidentiality of process.
68	Employee was counseled by her manager (Haygood) and received a written reprimand.
69	Employee was counseled by her manager (Haygood) and received a written reprimand.
70	Matter was fully investigated. Vince Peck's conduct was consistent with company policy and practice. Cephalon contacted NDCHealth, who issues the LaunchTrac report to try to determine why it was showing an Actiq script for Dr. Simons. According to NDCHealth, the DEA number was entered by the pharmacist, so if there was an error, that is where it occurred.
71	The allegations by the physician could not be substantiated. Thus, no corrective action was appropriate.
72	The matter was investigated by Pat Vandenberg, Sr. Director of Human Resources. She was unable to substantiate the allegations.
73	The matter was investigated but the allegations could not be substantiated.
74	Employee was terminated on 4/6/2005
75	
76	Allegations could not be substantiated. Use of active ingredient (pseudoephedrine) is being discontinued for other reasons. Existing material is being stored under tighter conditions.
77	
78	Employee clarified in a call with the Chief Compliance Officer that off-label selling has not occurred since her former manager (Ralph Buras) left the company. Since that time, the company has taken great efforts to ensure reps know how to detail their produces in a
79	Trainer was counseled and provided additional training on importance of avoiding comments that could constitute harassment. Additionally, trainer was counseled on importance of ensuring that she is as precise as possible when addressing safety information with representatives.
80	Employee was counsed by his Area Manager (Langlois) on 6/13/2005 and received a written reprimand for his conduct.
81	Employee was terminated on August 10, 2005.

	G
40	3/11/2005
41	2/10/2005
42	2/28/2005
43	
44	2/4/2005
45	2/17/2005
46	3/17/2005
47	Redacted - Privilege
48	
49	4/9/2005
50	3/15/2005
51	4/25/2005
52	
53	3/15/2005
54	3/31/2005
55	4/6/2005
56	3/23/2005
57	3/29/2005
58	3/23/2005
59	3/23/2005
60	3/23/2005
61	3/28/2005
62	3/25/2005
63	3/24/2005
64	
65	4/7/2005
66	4/7/2005
67	4/3/2005
68	4/4/2005
69	4/4/2005
70	4/19/2005
71	4/13/2005
72	3/29/2005
73	4/9/2005
74	4/14/2005
75	
76	7/1/2005
77	
78	4/29/2005
79	7/15/2005
80	7/15/2005
81	8/10/2005

	A	B	C	D
82	2005-044	Bratt, Michael	Eric Siegel	6/17/2005
83	2005-045	Hughes, Rod	Heather Powell	6/29/2005
84				
85	2005-046	Smedley, William	Heather Powell	7/5/2005
86				
87	Redaction - Privilege			
88	2005-048	Hughes, Stacey	Chuck DeWildt/Eric Siegel	7/15/2005
89	2005-049	Regan, Michael	Mike Thiem	7/06/2005
90	Redaction - Privilege			
91	2005-051	None named	Heather Powell	7/22/2005
92	2005-052	Guillory, Mark	Chandler Tatum/Ryan Barnes	7/25/2005
93	2005-053	Rondas, Elvira	Pam Lewis	7/27/2005
94	2005-054	Marchione, Carol	Eric Siegel	8/2/2005
95	2005-055	Kilker, Tony	Heather Powell	8/9/2005
96				
97	2005-056	Ryan, Kevin	Heather Powell	8/3/2005
98				
99	2005-057	Christophel, P. Scott	Eric Siegel	8/11/2005
100	2005-058	Pratt, Sarah	Chuck DeWildt	8/17/2005
101	2005-059	Regan, Michael (Follow-up to 2005-049)	Eric Siegel	8/10/2005
102	2005-060	Sokhor, Paul	Mike Thiem/Chris Buccholtz	9/1/2005
103	2005-061	None Reported	Heather Powell	9/6/2005
104				
105	2005-062	Chinoy, Zubin	Bob Meyers	9/21/2005
106	2005-063	McMullen, Nina	Eric Siegel	9/30/2005
107	2005-064	Ebbesen, Elizabeth	Jill Santens/Chuck DeWildt	10/24/2005
108	2005-065	Taylor, Latisha	Jill Santens/Chuck DeWildt	11/9/2005
109	2005-066	Hett, Chantelle	Heather Powell	11/18/2005
110	2005-067	Thatcher, Jerri Ann	Eric Siegel	11/22/2005
111	2005-068	VOID	VOID	VOID
112	2005-069-a	Jones, Clint	Eric Siegel/Todd Jones	12/14/2005
113	2005-069-b	Cecil, Darren	Eric Siegel/Todd Jones	12/14/2005
114	2005-070	Edwards, Jon	Phil Tocco/David Shimokawa	12/18/2005
115	2005-071	Steinbarth, Shawn	Katherine Graham/David Shimokawa	12/18/2005
116	2005-072	Chinoy, Zubin	Bob Meyers	12/19/205
117	2005-073	Kelleher, Tracey	Todd Jones/Eric Siegel	12/21/2005
118				
119				
120	2006	2006	2006	2006
121	2006-001	Harris, Ann	Heather Powell	1/13/2005
122	2006-002	Camponelli, Paul	Eric Siegel	1/24/2006
123	2006-003	Whitman, Christy	Chuck DeWildt/Eric Siegel	1/24/2006
124	2006-004-a	Castro, Andrea	Joe Datin/Randy Spokane/Eric Siegel	1/26/2006

CEPHALON, INC. COMPLIANCE INVESTIGATIONS AND DISCIPLINARY ACTIONS REPORT

	E
82	Physician (Idan Sharon, M.D.) wrote a letter complaining that Michael Bratt had made slanderous statements about him. Physician was particularly concerned that his reputation was being called into question by Bratt and that Bratt was discussing physician's prescribing habits with a candidate who was interviewing for a position as a rep with Cephalon.
83	Westbrook employee Liza Squires reported information regarding alleged irregularities in an investigator-sponsored clinical trial run by Dr. Clifford Singer. In particular, Ms. Squires was concerned that her supervisor (Hughes) had discontinued monitoring of a trial
84	after a negative report on the trial from the monitor.
85	Westbrook employee Victor Raczkowski asked for an investigation into payments/contracts allegedly made by Cephalon to a company owned by Westbrook employee William Smedley.
86	
87	
88	During a routine audit, it was discovered that a sales representative (Hughes) falsified manager approval for lunch over $250 in a physician office.
89	Two separate calls were received by Medical Affairs regarding Actiq. Specifically, the calls were from pharmacists who indicated that they had spoken with HCPs who claimed to have been detailed by a Cephalon sales rep that Actiq could be used for the management of noncancer BTP. It was later determined that the two calls were regarding the identical matter.
90	Redaction - Privilege
91	Dr. Charles Moseley, a health care practitioner, contacted Cephalon's Medical Affairs Department requesting information after receiving a letter from the Virginia state medical board regarding a patient complaint of seizure after being prescribed Gabitril for anxiety and insomnia. Dr. Moseley indicated that he had participated in a Cephalon-sponsored teleconference 1-1/2 years ago that discussed Gabitril for treatment of insomnia and anxiety.
92	Representative suggested to speaker that he discuss use of Provigil for ADHD (off-label use) during MEP.
93	Employee was believed to be removing Actiq from the SLC facility.
94	Employee used e-mail to conduct personal relationship. Certain of those e-mails contained profanity and inappropriate sexual content. In those e-mails, employee also indicated her willingness to arrange work meetings/conferences around personal meetings. Finally, employee provided Provigil to the individual with whom she was having the personal relationship, though that person did not have a prescription.
95	During meeting with AM (Tammy Cravener) and RD (Bill Carnohan) to discuss performance issues, Kilker raised issues regarding alleged encouragement of off-label promotion.
96	
97	Westbrook employee inadvertently received voicemail forwarded by Kevin Ryan and Cornelius Griggs, providing information on reimbursement for off-label use of Actiq.
98	
99	Expense report irregularities and failure to obtain approvals for in-office lunches in excess of $250.00.
100	Sales representative (Pratt) was provided a letter by a national speaker (Dr. Markowitz) regarding reimbursement for products when a managed care organization has denied coverage. The letter discussed coverage for Provigil with depression. Pratt then showed the letter to another physician who raised a question about reimbursement issues.
101	Follow-up to 2005-049. Pharmacist with Montana Medicaid stated that a Nurse Practitioner claimed to have been detailed off-label on Actiq by representative Mike Regan.
102	Sales representative (Sokhor) failed to follow the MEP Policy by conducting 1:1 programs at a hospital display.
103	Anonymous pharmacist contacted Cephalon to report high prescribing of Actiq in the Milwaukee area and expressed concern about possible diversion. Pharmacist did not identify any prescribing physicians.
104	
105	Sales representative (Chinoy) arranged multiple MEPs which failed to comply with the Policy on Promotional Programs.
106	Sales representative (McMullen) made disparaging remarks about the character of a female applying for a TSS position. She also made inappropriate comments about a purported relationship between the female applicant and one of her
107	Sales representative (Ebbesen) held a "journal club" for 15 physicians. Additionally, Ebbesen purchased flowers as a gift for the staff of a physician's office.
108	Sales representative (Taylor) took 19 physicians from a medical group to dinner. Additionally, Taylor purchased a medical textbook as a gift for a physician.
109	E-mail sent to Corporate Communications indicating that a sales representative was also working in a physician's office, asking if this was a conflict of interest.
110	Pranay Patel and Jonathan Kuhn raised concern that the Company's arrangements with a consultant, John Finan, presented a conflict of interest or were otherwise inappropriate.
111	VOID
112	Sales rep (Clint Jones) had significant violations in expense reporting, resulting in violation of both the Policy on Gifts, Meals and Entertainment as well as the Company's Code of Conduct.
113	Manager (Darren Cecil) of sales rep (Clint Jones) failed to review 3 months of expense reports for Mr. Jones. As a result, Mr. Jones expensed a number of items in violation of Cephalon's compliance policies.
114	Sales rep (Jon Edwards) purchased a bulk order of holiday cookies and distributed them to his customer offices during sales calls. This was the rep's third compliance violation.
115	Sales rep (Shawn Steinbarth) erroneously entered an MEP program into Cegenix. He entered it as a program with <3 HCPs and then tried to change it to a program with >3 HCPs so that the speaker would receive a greater honoraria. He did not maintain an air of professionalism when discussing the matter with his Area Manager (Katherine Graham).
116	Sales rep (Zubin Chinoy) conducted an MEP prior to the Thanksgiving holiday. He left for vacation without entering the program into Cegenix. According to Cegenix, no HCPs were listed for the program.
117	Physician alleged that sales rep (Tracey Kelleher) promoted Provigil off-label in his office.
118	
119	
120	2006
121	Susan McGaurn, supervisor of Ann Harris (MSL), provided e-mails and other information relating to Harris' inappropriate interactions with marketing and her efforts to obtain target lists to call on thought leaders regarding off-label uses of
122	Based on comments in his performance review for 2005, Mr. Camponelli alleged that his manager, Pat Vandenberg, retaliated against him for his participation in a compliance-related investigation.
123	During a teleconference, Whitman indicated that she provided Provigil to a friend who did not have a prescription for the product.
124	Sales Representative, Andrea Castro, took five physicians to dinner for $900 (i.e. $150 per person). She then contacted two representatives, one at a time, asking each of them if she could put their names on the receipt to justify the expenditure. Additional violations of expense and mileage reporting were also uncovered.

	F
82	Employee was counseled by Chief Compliance Officer that it was inappropriate to discuss particular physicians/customers with a candidate interviewing for a rep position. Although Bratt indicated that he did not believe he had slandered Dr. Sharon in any way, he did agree that he would not discuss Dr. Sharon at all going forward. I reconstacted Dr. Sharon to let him know that this counseling had occurred and that Bratt had agreed not to discuss him at all in the future.
83	The concern raised by Ms. Squires was not substantiated. Thus, no further action is required.
84	
85	Conflict of interest allegations could not be proven.
86	
87	
88	Hughes was terminated on August 15, 2005.
89	Upon investigation, there was no evidence that the representative (Michael Regan) engaged in any off-label promotion. In fact, the investigation showed that Michael's actions were entirely appropriate.
90	Redaction - Privilege
91	Investigation could not corroborate any off-label information being provided to Dr. Moseley. Accordingly, no action is necessary.
92	Representative received a written reprimand.
93	Remains Open Due to DEA Involvement
94	Employee received a written warning.
95	Most issues raised by Kilker were not substantiated. With regard to those that were substantiated, Kilker's former Area Manager (Cornelius Griggs) received a written reprimand.
96	
97	Ryan and Griggs were counseled by their Regional Director (Bill Carnahan) regarding appropriate reimbursement assistance and strategies and about appropriate and careful communication.
98	
99	Expense report irregularities were explained satisfactorily. Representative (Christophel) and his manager (Bob Myers) both received counseling from the Compliance Officer about the need to ensure that approvals for lunches are provided in writing.
100	Pratt received verbal and written counseling from her Regional Director as well as verbal counseling from the Chief Compliance Officer. The Regional Director also communicated with Dr. Markowitz requesting that he cease providing these letters to our representatives.
101	Allegations could not be substantiated.
102	Sokhor received a written warning
103	No diversion could be indentified. Investigation could not determine rationale for prescriptions without identification of phyaicians.
104	
105	Chinoy received a written warning.
106	McMullen received a written warning.
107	Ebbesen received a written warning on November 27, 2005.
108	Taylor received a written warning on November 27, 2005.
109	Hett received a written warning on January 26, 2006.
110	The allegations could not be substantiated.
111	VOID
112	Sales rep was going to be terminated. Rep resigned when confronted with the allegations.
113	Manager received a written reprimand from his Regional Director (Todd Jones).
114	Sales rep received a written reprimand from his Regional Director (Shimokawa).
115	Sales rep received a written reprimand from his Regional Director (Shimokawa).
116	Sales rep received a written reprimand from his Regional Director (David Shimokawa)
117	Allegations could not be substantiated.
118	
119	
120	2006
121	Harris resigned before she could be interviewed as part of this investigation.
122	No evidence of retaliation was found. No further action was necessary.
123	Employee received a written warning from the Senior director—US Sales West.
124	Employee resigned before termination was carried out. Employee forfeited bonus for 1Q2006 due to compliance violations

	G
82	7/7/2005
83	10/5/2005
84	
85	12/15/2005
86	
87	7/21/2005
88	8/15/2005
89	7/13/2005
90	Redaction - Privilege
91	10/7/2005
92	7/29/2005
93	OPEN
94	8/30/2005
95	11/29/2005
96	
97	9/7/2005
98	
99	8/26/2005
100	9/92005
101	8/29/2005
102	9/8/2005
103	11/22/2005
104	
105	10/27/2005
106	11/1/2005
107	11/27/2005
108	11/27/2005
109	1/26/2006
110	1/24/2006
111	VOID
112	1/4/2006
113	1/10/2006
114	1/4/2006
115	1/30/2006
116	1/4/2006
117	1/29/2006
118	
119	
120	2006
121	2/13/2006
122	2/24/2006
123	2/6/2006
124	3/27/2006

	A	B	C	D
125	2006-004-b	Rocco, Phil	Eric Siegel	2/3/2006
126	2006-005-a	Loyle, Richard	Heather Powell	2/2/2006
127				
128	2006-005-b	Luscomb, Dana	Heather Powell	2/2/2006
129				
130	2006-005-c	Verbosh, Kevin	Heather Powell	2/2/2006
131				
132	2006-006	Evans, Robert	Eric Siegel/Bill Cunningham	2/7/2006
133	2006-007	Moran, John	Eric Siegel/Mike Thiem	2/10/2006
134	2006-008	Thomasino, Arlyss	Heather Powell	2/20/2006
135	2006-009	Henshaw, Donine	Eric Siegel/Chandler Tatum	3/1/2006
136	2006-010	MacLaughlan, Todd	Eric Siegel	3/1/2006
137	2006-011(a)	Wyscarver, Amy	Heather Powell	3/10/2006
138	2006-011(b)	Eyer, Jan	Heather Powell	3/10/2006
139	2006-012	Klein, Luc	Eric Siegel/Zoran Berkovic	3/17/2006
140	2006-013	Satin, Tiffany	Randy Spokane	3/24/06
141	2006-014	Stubbins, Andre	Powell, Heather	4/7/2006
142	2006-015	Meont-Clukey, Dawn	Heather Powell	4/27/2006
143	2006-016	Keller, Kathryn	Liz Jobes	5/1/2006
144	2006-017-a	Davis, Margaret	Heather Powell	5/2/2006
145	2006-017-b	Marchione, Carole	Heather Powell	5/2/2006
146	2006-018	Merriam, Kristen	Heather Powell	5/5/2006
147				
148				
149				
150	2006-019	Karmen, Jay	Eric Siegel	5/19/2006
151	2006-020	Unknown	Heather Powell	5/17/2006
152	2006-021	Herr, Stephen	Chandler Tatum/Eric Siegel	6/6/2006
153	2006-022	Morreale, Michael	Heather Powell	6/19/2006
154	2006-023	Kelleher, Tracey	Todd Jones/Eric Siegel	6/19/2006
155	2006-024	Van Valen, Cheryl	Chandler Tatum/Eric Siegel	6/23/2006
156	2006-025	Wolfe, Alexa	Randy Spokane	6/30/2006
157	2006-026	Raebel, Shelley, M.D.	Liz Jobes	6/14/2006
158	2006-027	DelTufo, Michele	Heather Powell	6/13/2006
159				
160				
161				
162				
163	2006-028	Boozer, David	Randy Spokane	7/9/2006
164	2006-029	Kailos, Stephanie	Randy Spokane	7/13/2006
165	2006-030	Lum, Lenore	Heather Powell	7/17/2006
166	2006-031	Baker, James	Heather Powell	7/20/2006
167	2006-032	Desris, David	Liz Jobes	7/14/2006
168	2006-033	Romm, Julia	Liz Jobes	7/17/2006

	E
125	Sales Representative, Andrea Castro, in the course of her investigation, indicated that her Area Manager, Phil Rocco, has suggested that she should falsify meal receipts "to make it look right" if they are not in compliance with Company
126	Employee was being taken to lunch by vendor. Vendor was going to take employee to lunch by helicopter. Employee became ill and the helicopter had to land on company property. Police were summoned because helicopter is not permitted
127	to land in residential area.
128	Employee was being taken to lunch by vendor. Vendor was going to take employee to lunch by helicopter. Another employee became ill and the helicopter had to land on company property. Police were summoned because helicopter is not
129	permitted to land in residential area.
130	Employee was being taken to lunch by vendor. Vendor was going to take employee to lunch by helicopter. Another employee became ill and the helicopter had to land on company property. Police were summoned because helicopter is not
131	permitted to land in residential area.
132	Representative (Evans) failed to obtain pre-approval for a lunch that exceeded $325.00
133	Representative (Moran) promoted Gabitril to physician as well as Provigil for MS-Fatigue. Also, representative falsified call reports.
134	Call report from Medical Information line raising possibility that representative (Thomasino) had discussed dosing of modafinil for ADHD with a physician.
135	Representative (Henshaw) referred a speaker to her colleagues for off-label uses related to Provigil.
136	HelpLine Caller indicated that Mr. MacLaughlan instructed an employee to shred certain documents.
137	Oncology Sales Rep (Wyscarver) may have circumvented educational grant review process to support CME program at Duke.
138	Oncology MSL (Eyer) may have circumvented educational grant review process to support CME program at Duke
139	Concern discovered during internal audit review of construction of Orsymonde plant and office building at Mitry Mory. Specifically, issues were raised as to propriety of bidding process for C2 plant.
140	Representative (Satin) violated Policy on Promotional Meetings for the second time by failing to have required number of prescribers attend a venue-based MEP.
141	It was alleged that a sales representative (Stubbins) provided a Provigil tablet to his friend who then experienced heart palpitations.
142	Physician's Assistant called MedInfo line and reported that sales rep (Meoni-Clukey) had told her that in a Sparlon trial, there was one telephone report of a 7 year old child who may have had Stevens-Johnson Syndrome, but that the child was never seen by a doctor. The HCP requested additional information regarding this incident.
143	In exit interview form dated 4/20/2006, Ms. Keller alleged that she believed that Marketing was not compliant with FDA/DDMAC guidance to keep disease state awareness separate from promotional advertising at medical meetings.
144	Anonymous caller on HelpLine reported various allegations regarding Ms. Davis, including that she is rude, speaks down to employees and has physically pushed them out of her cubicle. It is also alleged that Davis has been "taking
145	Anonymous caller on HelpLine reported that Ms. Marchione is manipulating travel time and expenses.
146	Wendy Headly, a Wells Fargo employee in Alabama, contacted Paul Camponelli alleging that Merriam, a Cephalon sales rep, has been harassing her for 2 years.
147	UPDATE: Ms. Headly contacted Ms. Powell again in 9/2006 raising similar allegations, including that Merriam continued to use her Cephalon e-mail to contact her and that her husband was using the Cephalon e-mail account as well.
148	
149	
150	Sales representative, Jay Karmen, used unapproved material with a physician regarding Xyrem, a competing product. Material made no claims about Xyrem or Provigil but referenced Xyrem speaker who was under investigation.
151	During an interview with a dental caries plaintiff, the plaintiff indicated that a sales representative had offered to discuss off-label uses of Actiq with her physician, Dr. Martin Weiner.
152	Sales Representative (Stephen Herr) had numerous and repeated violations of Policy on Promotional Meetings.
153	Area Manager (Morreale) provided an unapproved reprint article to a nurse regarding injections (not product related).
154	Representative (Kelleher) committed multiple violations of Policy on Gifts, Meals & Entertainment as well as T&E Policy.
155	Representative (Van Valen) falsified call reports.
156	Representative (Wolfe) conducted a CSP. The cost per attendee was in excess of that permitted by MEP guidelines
157	MSL (Raebel) alleged that there could be "more separation between the investigational agents that the MSLs have been asked to promote and marketed products."
158	Former employee (DelTufo) used an automated Cephalon process to directly debit money from a company checking account to pay her personal bills.
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160	
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163	Representative (Boozer) conducted a CSP. The cost per attendee was in excess of that permitted by CSP guidelines. In addition, there were fewer than 3 attendees present. Finally, Boozer did not notify his manager of the violations in a timely fashion.
164	Representative (Kailos) conducted a venue-based CSP on June 22, 2006. Fewer than 3 attendees attended. Kailos failed to get the content certification form signed as required under the Policy on Promotional Meetings.
165	Raebel alleged that a nurse, Deb Gercon complained to her that PCS representative Lenore Lum was too aggressive and had wanted her to write letters to other HCPs on her letterhead, recommending the use of Actiq. The nurse also said that Lum told her that if she wanted Cephalon to support a program for her that she would have to "do something in return." The nurse said that this type of behavior was dangerous and could hurt Cephalon.
166	Territory sales representative, Tracey Kelleher, was terminated for compliance violations. After receiving her termination letter, she sent an e-mail to her Area Manager stating that he had said thing in front of his team "about ways we could conduct our business in order to get around certain rules."
167	Marlene Markle is a Manager of CMC (Chemical Manufacture and Controls) in Regulatory Affairs. She has alleged that her immediate supervisor, David Desris Pharm.D, has asked her to take information from a DMF (regarding Provigil) that we do not own, and use it in drug submissions with other countries.
168	MSL (Romm) for ADM in Southwest sent copies of internal training slides to a KOL who had requested them for a presentation she was doing at an APA conference in Toronto. Ms. Romm called into the HelpLine on July 17, 2006 and indicated that she had been reprimanded and wanted to know if she had violated a policy.

CEPHALON, INC. COMPLIANCE INVESTIGATIONS AND DISCIPLINARY ACTIONS REPORT

	F
125	Allegations could not be substantiated.
126	Employee received verbal counseling.
127	
128	Employee received verbal counseling.
129	
130	Employee received verbal counseling.
131	
132	E-mail sent from Area Manager (Jill Santens) to Mr. Evans regarding violation.
133	Employee was terminated on March 2, 2006.
134	Physician had requested the information in unsolicited fashion. Representative acted appropriately in forwarding physician request to Medical Affairs.
135	Ms. Henshaw received a written reprimand from her Regional Director.
136	Investigation revealed that no compliance violation was committed. However, Mr. MacLaughlan's conduct caused employees to question his ethics. MacLaughlan received a warning letter.
137	Allegations could not be substantiated.
138	Allegations could not be substantiated.
139	Because allegations could not be sufficiently substantiated, no action was taken.
140	Ms. Satin received a written reprimand.
141	Allegations could not be substantiated.
142	Sales rep denied having discussed this information with the Physician's Assistant. Allegations could not be substantiated.
143	No compliance violations were found.
144	No compliance violations were found. Paul Camponelli from Human Resources is working with the VP, Regulatory Affairs, to help manage the interpersonal issues.
145	No compliance violations were found.
146	The allegations could not be substantiated.
147	
148	UPDATE: Merriam agreed to cease utilizing her Cephalon e-mail account to send messages to Ms. Headly and also confirmed that her husband did not have access to her Cephalon e-mail account
149	
150	Representative was very forthright and immediately admitted to having shown the unapproved material to the physician. He received a verbal warning with a follow-up e-mail from his manager.
151	Allegations could not be substantiated.
152	Representative received a warning letter.
153	Area Manager was counseled against providing non-approved materials (even non-product materials) to customers. He also received written counseling from Bill Carnohan, his regional director.
154	Representative was terminated on 7/18/2006.
155	Representative was terminated on 7/12/2006
156	Representative received a written reprimand as she had been previously counseled for a similar violation that occurred in March 2006.
157	No compliance violations could be substantiated.
158	Cephalon Treasurer contacted the bank, and informed them of the following:
159	1). As of June 30th, all bank accounts with the exception of the Concentration account, will be locked from ACH withdraws.
160	2). Only approved ACH customers will be able to make withdraws from the Concentration Account.
161	In addition, Wachovia has refunded the money to Cephalon..
162	
163	Representative received a written reprimand because of the number of violations and the failure to report the issue to his manager .
164	Representative received a written reprimand. This was Kallos's third violation of the same type, the other two occurring on 4/13 and 6/14.
165	The allegations could not be substantiated.
166	Tracey raised a variety of allegations about her Area Manager. However, these allegations were found to be without merit.
167	It was found that taking information from the DMF file would be a violation of Cephalon's Code of Conduct. Dr. Desris's supervisor, Victor Raczkowski, counseled him on the need to obtain consent to use this information first.
168	Romm's actions did violate the compliance guidelines for MSLs. Ms. Romm had a statement about this issue placed in her second quarter performance partnership. This action was taken by Dr. McGaum prior to informing the compliance staff of this issue.

	G
125	3/15/2006
126	2/27/2006
127	
128	2/27/2006
129	
130	2/27/2006
131	
132	2/15/2006
133	3/2/2006
134	3/1/2006
135	3/22/2006
136	5/3/2006
137	3/27/2006
138	3/27/2006
139	10/18/2006
140	3/24/2006
141	5/4/2006
142	5/4/2006
143	7/6/2006
144	6/7/2006
145	6/7/2006
146	6/22/2006
147	
148	
149	**UPDATE:** 9/29/2006
150	5/24/2006
151	7/11/2006
152	6/6/2006
153	6/27/2006
154	7/18/2006
155	7/12/2006
156	6/30/2006
157	7/12/2006
158	8/1/2006
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163	7/9/2006
164	7/13/2006
165	9/28/2006
166	7/28/2006
167	8/24/2006
168	8/16/2006

	A	B	C	D
169	2006-034	Taylor, Latisha (2)	Bill Cunningham/Eric Siegel	7/24/2006
170	2006-035	Berger, Darren	Heather Powell	8/2/2006
171	2006-036	Sidelsky, Michael	Liz Jobes	6/29/2006
172	2006-037	Makwana, Sanjay	Liz Jobes	8/15/2006
173	2006-038	Kotchey, Melonie	Randy Spokane/Eric Siegel	8/17/2006
174	2006-039	Taylor, Latisha (3)	Bill Cunningham/Eric Siegel	8/11/2006
175	2006-040	McKeehan, Ryan	Chandler Tatum/Eric Siegel	8/11/2006
176	2006-041	Wester, Carrie	Chandler Tatum/Eric Siegel	8/11/2006
177	2006-042	Ogden, William (2)	David Shimokawa/Eric Siegel	8/21/2006
178	2006-043	Grace, Michael	Randy Spokane/Eric Siegel	9/11/2006
179	2006-044	Britt, Dennis	Heather Powell	9/14/2006
180	2006-045	Salzman, Nadene	Heather Powell	9/19/2006
181	2006-046	Raebel, Shelley	Heather Powell	9/15/2006
182	2006-047	Olofson, Jennifer	Heather Powell	10/3/2006
183	2006-048	VOID	VOID	VOID
184	2006-049	Baker, James	Heather Powell	10/2/2006
185	2006-050	Ness, Greg	David Shimokawa/ Eric Siegel	10/5/2006
186	2006-051	Teed, Glenn	Kevin Langlois/Eric Siegel	10/9/2006
187	2006-052	Gilliland, Kevin	Liz Jobes	8/7/2006
188	2006-053	Strickland, John	Ernie Kelly/Eric Siegel	10/20/2006
189	2006-054	Lohr, Kate	Eric Siegel	10/25/2006
190	2006-055	Henshaw, Donine	Heather Powell	10/27/2006
191	2006-056(a)	Pratt, Sarah	Heather Powell	11/7/2006
192	2006-056(b)	Nishihara, Karen	Liz Jobes	11/7/2006
193	2006-057	VOID	VOID	VOID
194	2006-058	Mallette, Mark	Thomas Clark/Bryan Bureher	11/10/2006
195	2006-059	Keen, Janice	David Shimokawa/Eric Siegel	11/10/2006
196	2006-060	Anonymous (HelpLine)	Liz Jobes	11/9/2006
197	2006-061	Ruppel, Carl	Eric Siegel	11/17/2006
198	2006-062	Ball, Michael	Heather Powell	11/17/2006
199	2006-063	Edlefson, Adam	David Shimokawa/ Scott Christophel	11/10/2006
200	2006-064 (a)	Taylor, Latisha (3)	Eric Siegel/Gene Sackett	11/17/2006
201	2006-064(b)	Snyder, Charlie	Eric Siegel	11/17/2006
202	2006-065	Hiltebeitel, Eric (HelpLine)	Liz Jobes	11/20/2006
203	2006-066	Ferry, Shawn	Heather Powell	12/6/2006
204				
205	2006-067	Cannon, David	David Shimokawa/ Eric Siegel	12/4/2006
206	2006-068	Esparza, Cathy	Bill Cunningham/Kelly Sacks	12/13/2006
207	2006-069	Anonymous (HelpLine)	Liz Jobes	12/22/2006
208				
209	2006-070	Hemenway, Mike	Chandler Tatum/Eric Siegel	12/26/2006

CEPHALON, INC. COMPLIANCE INVESTIGATIONS AND DISCIPLINARY ACTIONS REPORT

	E
169	Sales representative (Taylor) took 6 HCPs to dinner in violation of Cephalon policy. This was the second time the representative violated the policy in the same manner, the first violation occurring on 9/1/2005.
170	MSL Shelley Raebel reported that CNS sales representative Darren Berger held a promotional program at a research center in Bismarck, ND for employees of the research center and an associated sleep center about unapproved product
171	Allegations were raised by Brenda Lager, Manager, Technical Operations in Worldwide Discovery Research, that Michael Sidelsky, Senior Manger, Laboratory Animal Science had a few conflicts of interest.
172	Makwana, Manager of Document Control at CIMA, used his Company Credit Card to charge several thousand dollars worth of personal expenses.
173	PCS Representative, Kotchey, entertained a physician twice and his staff twice in a 2-week period. This is the second time Kotchey has done this.
174	Taylor, a territory sales representative, provided a meal to a physician more than one time in a two-week period. This is Taylor's 3rd violation of the Policy on Gifts, Meals and Entertainment.
175	McKeehan, a territory sales representative, conducted four CSPs that were set up for 3 or more prescribers to attend at which fewer than 3 prescribers actually attended.
176	Wester, a territory sales representative, conducted 2 CSPs that were set up for 3 or more prescribers to attend at which fewer than 3 prescribers actually attended.
177	Ogden entertained a physician and his staff twice within a two week period of time (6/29 and 7/5). This was the second violation of this policy.
178	Representative (Grace) conducted a CSP on July 18, 2006. The cost per attendee was $116.25, in excess of that permitted by CSP guidelines. This was the second time Grace exceeded the $100 policy limit, the first time occurring in April.
179	Lash Group reported that ADM representative Britt provided personally identifiable healthcare information without patient consent to multiple specialty pharmacies to see what the patient's cost share would be at each pharmacy. Britt has has also called both the VIP3 line and specialty pharmacies "in excessive amounts" and pre-enrolled large numbers of provides without explaining the VIP3 program.
180	Call received on the HelpLine alleging that ADM Area Manager Nadene Salzman consumed alcohol during working hours.
181	Sales representative Nicole Hartung reported to her Area Manager, Michael Hemenway, that MSL Shelley Raebel had visited Dr. John Pepin to recruit him for the Cephalon Speaker Bureau. Dr. Pepin had previously been removed from the Speaker Bureau for noncompliant behavior. Hartung also reported that Dr. Pepin stated that Raebel had told him that he would only need to speak for 15 minutes using some but not all of the Cephalon-approved slides, and that then he could
182	Call received by Professional Services from a nurse in a physician office requesting information to support an appeal to use high doses of modafinil to treat ADHD and bipolar disorder. The nurse indicated that her sales representative, Olofson, had stated that she would drop off company Standard Response Letters to the office.
183	VOID
184	Sales representative Colleen Hendren alleges retaliation and disparate treatment from her manager, James Baker, following her provision of information to Compliance during a previous investigation. She states that her program budget has been eliminated, that she has received reprimands for compliance violations while other similarly situated representatives have not, and that her routing has been changed to her detriment.
185	Sales representative (Ness) has had a series of minor compliance violations including 3 instances of failing to update number of attendees at CSPs in Cegenix, failure to send in a content certification form and entertaining the same physician
186	Representative (Teed) conducted a CSP on September 26th. The cost per attendee was in excess of that permitted by CSP guidelines. This was Teed's 2nd violation of this nature.
187	Julia Romm, MSL, reported that her manager, Gilliland, harassed her and violated the Code of Conduct. This was a result of the investigation of Romm under 2006-033.
188	On exit interview form, Strickland, former Manufacturing Supervisor in SLC indicating that Manufacturing supervisors and operators were required to inspect bulk samples to ensure only acceptable units go on to QC.
189	During routine audit of expense report, certain irregularities were discovered on representative's (Lohr's) expense reports. Specifically, she is charging wine for CSPs and expensing it (rather than going through Cegenix) and she does not
190	Kiumars Vadiei of Medical Affairs/Professional Services reported that sales representative Donine Henshaw of Cephalon's Pain Care sales force submitted 22 Medical Information Request Forms between 9/26/06 and 10/4/06 for substantially the same off-label information about Fentora, including non-cancer pain, back pain, headaches/migraines, nerve pain, and neuropathic pain.
191	In October 2006, Medical Affairs originally rejected an ISS proposal, in part because a sales representative, Sarah Pratt, wrote an e-mail linking conducting the study to the doctor's prescribing habits.
192	See 2006-056(a). In addition, the investigator subsequently wrote to Medical Affairs requesting reconsideration of the decision to provide funding/study drug for the ISS, and now Medical Affairs would like to support the study. Dr. Nishihara is an MSL and has had some interaction with the doctor requesting support for the ISS.
193	VOID
194	Sales representative, Mark Mallette, failed to have the required number of prescriber HCP's at a CSP. He also failed to notify his manager of this violation. This is is second violation after having been counseled on this issue.
195	Physician (Dr. Farid Karimi) allegedly reported to BC/BS worker that a sales representative, Janice Keen, had detailed Provigil off-label. BC/BS relayed that information to the Cephalon NAM (Mike Hoffman) who then relayed it to Katherine
196	HelpLine caller is an MSL who was asked to participate in an initiative to contact oncologists in his/her territory to survey them to gain scientific knowledge regarding what aspects of cancer related fatigue were being treated most frequently and with what results. The caller felt uneasy about this activity.
197	MCO workers reported to NAM Christen Volk that they had received a complaint from a physician that a Cephalon sales representative (Carl Ruppel) had promoted Actiq and Fentora off-label.
198	Sales representatives from Michael Ball's region submitted four nearly identical educational grant requests between 10/3/06 and 11/10/06, requesting funding assistance to send fellows to the ASH meeting beginning December 8, 2006.
199	Sales representative (Edlefson) failed to return the required CSP content certification form for a CSP conducted on 10/18/2006. This is his second violation in a 2-month period.
200	Sales representative (Taylor) conducted a CSP on 11/1/2006. The CSP exceeded the permissible limit of $100 per person. Additionally, Taylor and the restaurant management have each alleged that the other engaged in inappropriate, unprofessional conduct. Internal Audit reviewed a number of Taylor's expense reports and found a plethora of violations. Finally, during the course of the investigation, Taylor repeatedly lied to the investigators.
201	Area Manager (Snyder) failed to adequately monitor his representative's (Taylor's) expense reports.
202	Ms. Torrence stated that Eric Hiltebeitel inappropriately provided her with personal health information regarding another employee.
203	Shawn Ferry sent a series of emails regarding an educational grant request passed on from Alkermes, suggesting that he and/or Doug Neale were making decisions regarding which educational grant requests related to Vivitrol were being
204	submitted to the Cephalon Grant Review Committee, in violation of Cephalon policy. Also, a Regulatory representative from Alkermes complained to Alkermes' Deputy General Counsel of multiple inappropriate comments by Ferry during a
205	In his self-appraisal, Sales Representative (Cannon) made a number of statements which implied 1) that he may have promoted Provigil off-label and 2) that he had access to unidentifiable patient information.
206	Cathy exceeded the $325 in-office meal limit by $42 and did not obtain prior approval from her manager. This is her third violation of this rule.
207	HelpLine caller alleged that a manager told a contractor that the contractor could take off from 12/25 through 12/29 and still be paid for that time.
208	
209	Area Manager (Hemenway) failed to monitor expense reports of his direct reports appropriately. As a result, one of his representatives failed to submit an expense report for 6 months.

	F
169	Representative received a written reprimand.
170	Berger conducted an appropriate promotional program for Provigil. No corrective action was necessary.
171	Conflicts of interest did not exist.
172	Employee was terminated (without consultation of compliance)
173	Employee received a written reprimand.
174	Employee received a written reprimand. Employee was also required to undergo retraining and recertification on the Sales Policy Handbook.
175	Employee received a written reprimand.
176	Employee received a written reprimand.
177	Employee received a written reprimand.
178	Employee received a written reprimand.
179	Sales representative did not violate HIPAA.
180	It was determined that Ms. Salzman consumed one glass of wine with lunch. This was not deemed to be a compliance violation. Her Regional Director, Bill Carnohan, was going to discuss the appropriateness of consuming wine during lunch.
181	Additional training and direction will be provided to Raebel by Powell, Liz Jobes and Sue McGaurn.
182	Allegations could not be substantiated.
183	VOID
184	Allegations could not be substantiated.
185	Representative received a written reprimand.
186	Teed received a written reprimand.
187	Allegations could not be substantiated.
188	Allegations could not be substantiated.
189	Area Manager (Jim Stephens) provided verbal counseling as well as follow-up written counseling with strict instruction as to how expenses are to be reported going forward. Lohr's expenses will be audited again in 4 months.
190	Henshaw indicated that she does submit the MIRFs together over the weekend, rather than when requested by the physician (as required by the policy). She will receive additional training on the MIRF policy and MIRF process from Chandler Tatum and her MIRF activity will be monitored going forward by Heather Powell until it is clear she is complying with the policy.
191	Pratt did write an inappropriate e-mail. This was detected by Chuck DeWildt, Senior Sales Director—West, who forwarded it to Bill Cunningham and then to Stan Mohler, Pratt's Area Manager. Mohler had a conversation with Pratt and discussed with her why her e-
192	Dr. Nishihara's contact was entirely appropriate in this situation.
193	VOID
194	Mallette received a Written Warning.
195	Upon speaking to Dr. Karimi, he indicated that Janice Keen was "phenomenal" and "very attentative" and has never promoted off-label to him.
196	Investigation revealed that the survey instrument was appropriate and that MSLs were an appropriate vehicle for conducting the survey. No compliance violation occurred.
197	Allegations could not be substantiated.
198	No compliance violation was committed.
199	Representative received a written reprimand from his Regional Director (David Shimokawa) dated November 10, 2006.
200	Taylor was to be terminated for her violations. She retained a lawyer during the course of the investigation. In order to expedite her departure from the Company, she was permitted to resign from the Company. She forfeited her Q42006 bonus.
201	Snyder received a written warning.
202	Mr. Hiltebeitel was required to complete three training modules regarding privacy and HIPAA.
203	Ferry's manager, Joe Caminiti has discussed these issues with Ferry and he (Ferry) has committed to improvement in his conduct with others.
204	
205	Cannon received a written reprimand from his Regional Director dated 12/18/2006.
206	Cathy received a written reprimand from her Regional Director. In addition, she is receiving retraining and recertification on the Policy on Promotional Meetings and the Policy on Gifts, Meals and Entertainment.
207	Manager (Robert Gordon) did pay contractor employee for 5 days off because she had worked more than 200 hours of overtime without pay.
208	No compliance violation was found to have been committed.
209	Hemenway received a written reprimand.

	G
169	7/24/2006
170	9/14/2006
171	9/25/2006
172	8/24/2006
173	8/17/2006
174	8/31/2006
175	8/2/2006
176	8/4/2006
177	8/16/2006
178	9/11/2006
179	10/13/2006
180	10/13/2006
181	11/3/2006
182	10/13/2006
183	VOID
184	11/3/2006
185	10/11/2006
186	10/6/2006
187	
188	12/19/2006
189	10/27/2006
190	12/5/2006
191	11/20/2006
192	12/11/2006
193	VOID
194	11/10/2006
195	12/8/2006
196	12/12/2006
197	12/4/2006
198	1/10/2007
199	11/10/2006
200	1/25/2007
201	3/20/2007
202	3/19/2007
203	4/20/2007
204	
205	12/18/2006
206	1/20/2006
207	12/21/2006
208	
209	1/18/2007

	A	B	C	D
210	2006-071	John Pahlen	Heather Powell	12/28/2006
211	2006-072	Zelei, Jeanette	Chandler Tatum/Eric Siegel	11/28/2006
212	2006-073	Boozer, David (2)	Randy Spokane/Eric Siegel	12/15/2007
213				
214				
215	2007	2007	2007	2007
216	2007-001	Proffitt, Carla	David Shimokawa/Eric Siegel	1/9/2007
217	2007-002	Metcalf, Andrea	Rob Myers/Heather Powell	1/19/2007
218	2007-003	Bridges, Joe	Todd Jones/Heather Powell	1/11/2007
219	2007-004	Fetzer, Karen	Mike Thiem/Eric Siegel	1/26/2007
220	2007-005	Carmody, Tim	Eric Siegel	1/28/2007
221	2007-006	Dayno, Jeff	Eric Siegel	1/29/2007
222	2007-007	Wyatt-Knowles, Edwina	Liz Jobes	12/7/2006
223	2007-008	Poland, Celeste	Heather Powell	2/5/2007
224	2007-009	Winn, Todd	Thomas Clark/Gene Sackett/Eric Siegel	1/24/2007
225	2007-010	Gulter, Loren	Tim Sweeney/Randy Spokane/Eric Siegel	2/1/2007
226	2007-011	Finck, Andrew	Heather Powell	2/7/2007
227	2007-012	Oppelt, Susan	Heather Powell	2/20/2007
228	2007-013	Spooner, Nathan	Tim Sweeney/Randy Spokane/Eric Siegel	2/21/2007
229	2007-014(a)	Cookacy, Nina	Heather Powell	2/21/2007
230	2007-014(b)	Stuart, Carol	Heather Powell	2/21/2007
231	2007-015	Hede, Shalini	Elizabeth Jobes	2/22/2007
232	2007-016	Forshee, Melissa	Elizabeth Jobes	1/17/2007
233	2007-017	Delano, Jennifer	Heather Powell	2/28/2007
234	2007-018	Higgins, Brian	Eric Siegel	2/28/2007
235	**Redaction - Privilege**			
236	2007-020	Nobu Junge	Heather Powell	2/27/2007
237				
238	2007-021	Kim, Janice	Alan Beckman/Heather Powell	3/3/2007
239	2007-022	Lameau, Keith	Heather Powell	3/5/2007
240	2007-023	Palmerino-Shaffer, Chandra	Alan Beckman/Jim Stephens	3/5/2007
241	2007-024	VanDyke, Darren	Heather Powell	3/8/2007
242	2007-025	Chalaris, Nick	Heather Powell	3/8/2007
243				
244	2007-026	Raebel, Shelley	Elizabeth Jobes	2/23/2007
245	2007-027	Corley, Nathan	Eric Siegel	3/13/2007
246	2007-028	Boozer, David	Peter Cooke/Eric Siegel	3/15/2007
247	2007-029	Lovascio, Jane	Heather Powell	3/15/2007
248	2007-030	Al-Agha, Jennifer	Eric Siegel	3/19/2007

	E
210	HCP called PSMI stating that Palthen, the sales representative, told her that Provigil is approved for use in "fatigue and MS."
211	Representative, Zelet, repeatedly falsified documentation 1) in the SMART system (related to sales calls); in COGENIX (related to CSPs) and in GELCO (related to expenses). She also lied repeatedly during the investigation of her conduct.
212	Representative, Boozer, held two CSPs, one on 12/11 and one on 12/12. At the first he had 0 attendees and at the second he had 1 attendee. He did not notify his manager of either violation as required under the policy.
213	
214	
215	2007
216	Representative, Profitt, committed various CSP and entertainment violations.
217	Sales representative, Metcalf, prepared the letters of medical necessity and prior authorization forms for one of her physician customers for more than 2 years.
218	Sales representative Joe Bridges exceeded the $20 per head limit for in-office meals on four occasions in 2006 and also failed to obtain his manager's approval on one occasion when he exceeded the $325 limit for an in-office lunch. He also provided an ICD-9 code sheet to a physician despite having been instructed not to do so.
219	Representative, Fetzer, provided off-label dosing information to an HCP rather than submitting a MIRF to address the physician's dosing-related question. Additionally, representative was late completing a ComplianceWire assignment.
220	Carmody, Area Manager, *told a physician to switch his patients using Wellbutrin for depression to Provigil. This was reported to the Ethics and Compliance HelpLine by one of Carmody's representatives, Lisa-Lee Thomas.*
221	"Dear Doctor" letter regarding Fentora was sent out under Dr. Dayno's signature without his knowledge along with pre-printed prescription pads that appear not to have gone through PDRC review.
222	Ellen Zivitz, Senior Clinical Research Assistant (CRA) reported that she was being harassed and intimidated by Edwina Wyatt-Knowles, Senior Director, Clinical Operations, and that these actions were preventing her from carrying out her job responsibilities effectively.
223	Sales representative (Poland) has purportedly discussed with her former colleagues at Purdue Pharma that her Area Manager at Cephalon (Alec Burlakoff) has made statements to physicians indicating that "we'll get you some money through speaking engagements." In addition, she has raised concerns about off-label promotion.
224	Sales representative (Winn) intentionally entered a CSP in Cogenix that never took place.
225	Sales representative (Gutter) exceeded the $100 per person limit at an HCP that she conducted because the speaker arrived before she did and ordered two $200 bottles of wine.
226	During a review of sales representative Andrew Finck's December expense report, Area Manager Nadene Salzman noted that Finck had sent ten fruit baskets to HCPs as holiday gifts, in violation of Cephalon policy.
227	HCS Associate Director Deb Bearer reported that National Account Manager Susan Oppelt allegedly offered to create a homemade sales aid regarding formulary status at a meeting with Area Manager Amy Gaither. In addition, at the National Sales Meeting, Oppelt allegedly stated during a presentation to Area Manager Pete Fields and his sales representatives that "the plan with Highmark is to drive share [for Provigil] in Parkinson's and MS Fatigue."
228	Representative, Nate Spooner, conducted a CSP on 2/9/2007 and the cost per person exceeded the limit permitted under the Policy of $100. This was Nate's second policy violation.
229	Oncology MSL reported that Seth Kaufman, MD, a Cephalon speaker, stated to her and to CNS MSL Lincoln Wilkins on 1/30/07 that PCS sales representative Nina Cooksey, and MDM Carol Stewart, met with Kaufman. Cooksey and Stewart allegedly told Kaufman that he (Kaufman) was telling people "to treat people only with the specific diagnosis of breakthrough pain with Fentora," and that Cooksey felt that Kaufman should be addressing a much broader population (i.e., off-
230	Oncology MSL reported that Seth Kaufman, MD, a Cephalon speaker, stated to her and to CNS MSL Lincoln Wilkins on 1/30/07 that PCS sales representative Nina Cooksey, and MDM Carol Stewart, met with Kaufman. Cooksey and Stewart allegedly told Kaufman that he (Kaufman) was telling people "to treat people only with the specific diagnosis of breakthrough pain with Fentora," and that Cooksey felt that Kaufman should be addressing a much broader population (i.e., off-
231	MSL was falsifying expense reports.
232	Melissa Forshee, Records Analyst III, looked at performance ratings of co-workers from her manager's desk and then communicated the information to her co-workers.
233	Sales representative was falsifying calls in the SMART database.
234	Representative (Higgins) has numerous violations of T&E policy. In addition, he falsified data in the SMART and GELCO systems and then failed to be truthful about when questioned by his Area Manager
235	**Redaction - Privilege**
236	Unknown Alkermes MMD reported to David Gaffin, Alkermes counsel, that unnamed Cephalon Vivitrol sales representative engaged in inappropriate and potentially off-label discussions at a CSP in February 2007.
237	
238	Sales representative (Janice Kim) has conducted 4 venue based CSPs where she has failed to have the minimum required number of attendees.
239	HCP called into PSMI complaining that he received Gabitril samples from Cephalon rep Keith Laneau that are now out of date. He wants to dispose of samples.
240	Sales Representative (Chandra Palmerino-Shaffer) entertained the same physician twice within a two week period.
241	Alkermes employee alleged that sales representative Darren Van Dyke had been spending one day a week preparing benefit verification forms for the CRC Treatment Center, Wilmington, NC, including Prior Authorization and other forms.
242	Oncology Regional Manager, Leslie Benthien, raised concern that Account Specialist, Nick Chalaris, falsified two expenses on his January 2007 expense report.
243	
244	While conducting a routine audit of expense reports for the Medical Science Liasons (MSLs), Dr. Susan Mc Gaurn, Senior Director, Medical Science Liasons, discovered that Dr. Shelley Raebel, MSL, Midwest Territory had been submitting expenses for personal meals when she was not working in the amount of approximately $400.00.
245	Sales representative, Nathan Corley falsified documents related to a CSP that he conducted on 2/6/2007. In addition, he held a venue-based program on 2/22/2007 with only 1 prescriber and 3 medical assistants.
246	Sales representative (Boozer) arranged a CSP for a speaker to present a program to his own office. The program did not take place because the area manager (Peter Cooke) stopped it.
247	MSL Craig Davis received an email from ADM Sales Representative Jane Lovascio inviting a number of practitioners as well as employees from other pharma companies to a CSP event. The email contained claims about Vivitrol as well as
248	Representative (Al-Agha) falsified call reports in the SMART system.

	F
210	Investigator was unable to substantiate the allegations.
211	Zelei was terminated on January 18, 2007.
212	Boozer received a written reprimand.
213	
214	
215	2007
216	Profitt received a written reprimand.
217	Sales representative was terminated effective 2/9/2007.
218	Bridges was terminated.
219	Representative received a written reprimand from her Regional Director, Mike Thiem.
220	Carmody received a written reprimand. Given the serious nature of this matter, this reprimand was delivered in a face-to-face between Carmody, Eric Siegel (Chief Compliance Officer), Gene Sackett (Sr. Director, Human Resources) and Todd Jones (Regional Director).
221	Allegations could not be substantiated. "Dear Doctor" letter was signed off on by Dr. Dayno's Medical Affairs representatives who are part of the PDRC process. Additionally, the pre-printed prescription pads also went through the PDRC process and were signed off
222	Ms. Wyatt-Knowles received a written reprimand from Lesley Russell, Executive Vice President, WMRO. Ms. Wyatt-Knowles will also be offered training/coaching regarding her management style. Compliance Counsel and H.R. need to meet with the Clinical Operations group to discuss this indicident to help the group "move on."
223	Poland unequivocally denied having these conversations. Allegations could not be substantiated.
224	Winn was to be terminated for falsification of records. Because of a mixup in the way he was notified (he was notified by a vendor), the Company permitted him to resign, which he did effective 2/8/2007.
225	*Since this was the second violation in a 12-month period, Gutter received a reprimand letter from her Regional Director, Randy Spokane.*
226	Memo from Area Manager was sent to Finck outlining the policy violation and confirming the importance of conducting business within the policies.
227	Oppelt's employment was terminated on March 7, 2007.
228	Nate received a reprimand letter from his Regional Director (Randy Spokane) dated February 21, 2007.
229	No compliance violation was substantiated. However, Dr. Kaufman was removed from Cephalon's speaker database as it became clear that he was not adhering to Cephalon's policies and procedures with regard to CSPs.
230	No compliance violation was substantiated. However, Dr. Kaufman was removed from Cephalon's speaker database as it became clear that he was not adhering to Cephalon's policies and procedures with regard to CSPs.
231	MSL was terminated and repaid $10,851.
232	Employee was terminated.
233	Employee was terminated on 3/15/2007.
234	Representative was terminated on March 27, 2007.
235	**Redaction - Privilege**
236	Unable to substantiate a compliance violation.
237	
238	Kim received a Warning Letter.
239	Laneau is no longer with the company. There was no compliance violation. Samples were not expired when provided.
240	Palmerino-Shaffer received a Warning Letter.
241	Allegations could not be substantiated.
242	Chalaris falsified one expense on his expense report. He also lied about it during the compliance investigation.
243	Chalaris was terminated.
244	MSL (Raebel) was terminated. The policy regarding expense reporting was reiterated for all MSLs on weekly call.
245	Corley was terminated on March 27, 2007.
246	Boozer was terminated on 3/29/2007. He had had several previous compliance violations demonstrating a disregard for the Company's compliance program.
247	Lovuscio received a disciplinary e-mail and counseling from her Area Manager, Dan Potenza and completed a review of all compliance guidelines and policies to prevent recurrence of this issue.
248	Al-Agha was terminated on 5/3/2007.

	G
210	2/22/2007
211	1/18/2007
212	1/26/2007
213	
214	
215	2007
216	1/16/2007
217	2/9/2007
218	4/30/2007
219	1/29/2007
220	2/14/2007
221	2/9/2007
222	2/15/2007
223	2/9/2007
224	2/8/2007
225	2/7/2007
226	2/9/2007
227	3/7/2007
228	2/21/2007
229	4/3/2007
230	4/3/2007
231	3/16/2007
232	1/17/2007
233	3/15/2007
234	3/27/2007
235	Redacted - Privilege
236	6/4/2007
237	
238	3/3/2007
239	4/20/2007
240	3/5/2007
241	4/3/2007
242	4/10/2007
243	
244	3/21/2007
245	3/27/2007
246	3/29/2007
247	3/22/2007
248	5/3/2007

	A	B	C	D
249	2007-031	Brian, Andy	Bill Cunningham/Eric Siegel/Charlie Snyder	3/19/2007
250	2007-032	Shilling, Doug	Eric Siegel	2/27/2007
251	2007-033	Wentz, Helen (HelpLine)	Liz Jobes	3/26/2007
252				
253	2007-034	Augenstein, Paul (Exit Interview)	Heather Powell	3/30/2007
254				
255	2007-035	Jonas, Jesse	Bill Carnohan/Heather Powell	3/29/2007
256	2007-036	Memeo, Anthony	Bill Cunningham/Eric Siegel	4/5/2007
257	2007-037 (a)	Richardson, Michael	Heather Powell	4/5/2007
258	2007-037(b)	Terifay, Terry	Heather Powell	4/5/2007
259	2007-038	VOID	VOID	VOID
260	2007-039(a)	Downey, Rick	Heather Powell	4/9/2007
261	2007-039(b)	Blake, Jeffrey	Heather Powell	4/9/2007
262	2007-040	Aronica, Beth	Heather Powell	4/10/2007
263	2007-041	Knecht, Rob	Elizabeth Jobes	4/11/2007
264	2007-042	Swoboda, Trudi	Eric Siegel	4/13/2007
265	2007-043	Vest, David	Eric Siegel	4/13/2007
266	2007-044	Ferry, Shawn	Heather Powell	4/12/2007
267				
268	2007-045	Lyon, Brian	Heather Powell	4/20/2007
269	2007-046	Dearth, Joseph	Heather Powell	4/30/2007
270	2007-047	Anonymous (HelpLine Call)	Eric Siegel/Ernie Kelly	5/8/2007
271	2007-048	Schwarz, Jason	Heather Powell	5/18/2007
272	2007-049	Lin, Sarah	Eric Siegel/Bill Cunningham	5/15/2007
273	2007-050	Lopez, Brian	Eric Siegel/Bill Cunningham	5/16/2007
274	2007-051	Fourcade, Keith	Eric Siegel/Randy Spokane	5/17/2007
275	2007-052	Finck, Andrew	Heather Powell	5/18/2007
276	2007-053	Augustine, Andrew	Heather Powell	5/2/2007
277	2007-054	Snyder, Heather	Elizabeth Jobes	5/8/2007
278	2007-055	Sherette, Debra	Elizabeth Jobes	5/12/2007
279	2007-056	Wright, Jeremy	Mike Thiem/Eric Siegel	5/26/2007
280	2007-057	Lori DeLucca (Contract Employee)	Elizabeth Jobes	5/29/2007
281	2007-058	Donine Henshaw	Heather Powell	6/1/2007
282				
283	2007-059	Palmerino-Shaffer, Chandra	Heather Powell	4/6/2007
284	2007-060	Beckman, Alan/Datin, Joe	Eric Siegel	5/29/2007
285	2007-061	Fourcade, Keith	Heather Powell	6/4/2007
286	2007-062	Palmerino-Shaffer, Chandra	Heather Powell/Elizabeth Jobes	6/4/2007
287	2007-063	Stradling, Sandy	Liz Jobes	5/17/2007
288	2007-064	Wilkinson, Haley	Heather Powell	6/6/2007
289				

	E
249	Representative (Brian) had his second violation of rule prohibiting spending more than $325 for an office lunch without getting prior approval from an Area Manager.
250	National Account Manager, Doug Shilling conducted a meeting with Maryland Medicaid P&T Committee. Doug failed to properly prepare the speaker that was engaged to address the Committee. As a result, the speaker handed out a document at the meeting which resulted in the Company receiving a Warning Letter from DDMAC. Doug also should have told his supervisor once he became aware that the speaker handed out the document.
251	Anonymous caller reported that Helen Wentz, Director in Global Product Safety, reported to work while under the influence of alcohol.
252	
253	In exit interview paperwork, former Oncology Account Specialist Paul Augenstein stated that he believes that goals set for the Oncology Business Unit and on a territory level were both unfair and unethical because sales numbers were
254	expected to exceed what could be produced using methods which adhere to law and company policies.
255	Sales representative, Jesse Jones, purchased an article for one of his called-on HCPs at the HCP's request and then expensed the article. His manager discovered the charge on his expense report.
256	Sales representative, Memeo, conducted a venue-based CSP and failed to have 3 prescriber HCPs in attendance. He knew he would not have the requisite attendees but proceeded with the program anyway. This was his second violation.
257	Richardson, Group Director for Pain Care Franchise, allegedly suggested inappropriate involvement in development of Pain Care Guidelines.
258	Terifay, Associate Director, Pain Care Franchise, allegedly took steps to become inappropriately involved in the development of Pain Care Guidelines.
259	VOID
260	HCP's office contacted PSMI to express concerns regarding Vivitrol sales representative Rick Downey. Office feels that he puts too much pressure on the staff to get more patients on Vivitrol. HCP felt this was an issue with Cephalon
261	HCP's office contacted PSMI to express concerns regarding Provigil sales representative Jeffrey Blake. Office feels that the rep does not understand the difficulty of obtaining managed care coverage for Provigil and that he puts undue pressure on the staff to get more people on Provigil. HCP felt this was an issue with Cephalon management.
262	PSMI received a call from the daughter of an Actiq patient claiming that the Cephalon sales representative (Aronica) provided free samples to her mother in the physician's office.
263	Chief Information Officer (Knecht) alleged to have been accessing inappropriate websites on his computer during company time.
264	Sales representative (Swoboda) falsified calls in the SMART system. She also lied during the course of the investigation.
265	Area Manager (Vest) sent an e-mail to his sales representatives regarding a change in status for Provigil with regard to the Tricare Federal Program. Several remarks within the e-mail were inappropriate and were suggestive of off-label
266	Ferry, Group Director, Vivitrol, committed via email to sponsorship of a Research Society on Alcoholism meeting prior to approval by the Cephalon Grant Committee or approval through the Cephalon Corporate Contribution process.
267	Ferry was also pushing back on a previously-agreed to time period of three weeks between sending letters to HCPs notifying them of the ability to enroll in the Vivitrol Injector Locator program and the "go-live date" of a website which would give HCPs the ability to sign up for this program online.
268	Sales representative, Brian Lyon provided a gift of a tee shirt to a physician.
269	During a routine sample signature audit for sales representative Joseph Dearth, our sample audit vendor, Promotech, received a negative response.
270	Caller alleged that management at Salt Lake City is manipulating the QC process to ensure the best samples get tested. S/he also alleged that employees with knowledge of unstable Actiq product are being terminated.
271	HCP indicated that Vivitrol sales representative (Schwarz) discussed studies of Vivitrol in opioid dependence with the HCP.
272	Representative failed to obtain prior approval for lunch which exceeded $325. This was second violation.
273	Representative failed to obtain prior approval for lunch which exceeded $325. This was third violation.
274	Representative violated the 2 week rule by providing a meal to a physician twice within a 2 week timeframe. This is his third violation.
275	Area Manager reported that during a field ride, she observed Vivitrol sales representative (Finck) engage in discussion with office manager of HCP regarding amount of reimbursement for two different H codes.
276	Representative had an unapproved document in his possession during an interview for a NAM position with Deb Bearer.
277	On May 3rd, Dr. Snyder sent an e-mail to Dr. McGaurn indicating that she would be late for work (part of an ongoing pattern of lateness) because she had a meeting with Cephalon employees at the West Chester Campus. A subsequent investigation revealed that Dr. Snyder did not go to West Chester. Dr. Snyder has been late 16 days since January 1, 2007 and has given similar excuses, none of which were verified. Dr. Snyder has also repeatedly used her corporate credit card for personal expenses. She has paid the balance due, but has never submitted receipts or had her expense reports signed off by Dr. McGaurn.
278	Physician sent e-mail to HR that sales rep may have been involved in her son's death and that sales rep may have then taken steps to cover up the death. Physician also indicated that sales rep may have addictions.
279	Representative (Jeremy Wright) purportedly made off-label statements at the Provigil Booth at the AAP conference as well as at a CSP.
280	Anonymous note to Serge Stankovic indicating that a contract employee in Biostatistics (Lori DeLucca) has been paid regularly and is never here.
281	PCS representative Henshaw is out on disability and has been prescribed Actiq for a non-cancer condition. Cephalon's insurance has refused to cover it. Henshaw has asked Cephalon to intervene, stating, "It certainly seems strange that
282	Cephalon would not assist one of its pain care reps in such a request since that is exactly what its pain care reps are required to do on a daily basis to assist other non-cancer patients in getting either Actiq or Fentora approved when it is denied
283	Sales representative, Chandra Palmerino-Shaffer, may have accepted a cash incentive offered by a caterer for utilizing them to cater meals in physician offices. Palmerino-Shaffer also received a warning letter in March 2007 from Regional Director Alan Beckman for a number of CSP and expense-related violations (see Investigation 2007-023).
284	Beckman alleged that Roy Craig and Joe Datin directed him to sell off-label.
285	*Representative purportedly falsified 13 calls on a physician.*
286	The Chief Pharmacy Officer from Hershey Medical Center called Area Manager Jim Stephens to complain about TSS Palmerino-Shaffer's apparent disregard for institutional policies. Palmerino-Shaffer also missed deadlines for territory analyses and a Compliance Wire assignment, as well as missing a mandatory conference call. Finally, Palmerino-Shaffer had the following expense report violations: two-week rule violation, expense on a date she took as vacation, recording
287	Sandy Stradling, Senior Clinical Research Associate, resigned from Cephalon on May 16th, 2007. During her exit interview, Ms. Stradling indicated that she believed there were potential compliance violation occurring within Clinical
288	During a meeting with Regional Directors Todd Jones and Thomas Clark, TSS Brian Lyon alleged that Area Manager Haley Wilkinson had directed Lyon to falsify content certification forms and other documentation relative to Cephalon
289	Speaker Programs. He also played an audiotape for Jones and Clark in which he confronted Wilkinson via telephone regarding these allegations, which Wilkinson did not deny.

	F
249	Brian received a Warning Letter from his Regional Director, Bill Cunningham.
250	Shilling received a Warning Letter from his manager, Deborah Bearer.
251	Investigation concluded that Ms. Wentz did drink approximately 1/4 to ½ small water bottle filled with Vodka but no perceptible change in behavior or decision making.. Ms. Wentz does also have management/ HR issues regarding treatment of other managers as well
252	as those who report to her. Lourdes Frat. has spoken with Ms. Wentz and directed to seek counseling or avail herself of the EAP. Rob Bobrowski to handle related HR issues.
253	Augenstein would not respond to phone calls or a letter from Compliance and thus no further information was obtained.
254	
255	Jones received an e-mail reprimand from both his Area Manager (Michael Morreale) and Regional Director (Bill Carnohan).
256	Meneo received a reprimand letter from his Regional Director, Bill Cunningham.
257	No compliance investigation was found to have been committed.
258	No compliance investigation was found to have been committed.
259	VOID
260	No compliance violation was found to have been committed.
261	No compliance violation was found to have been committed.
262	No compliance violation was found to have been committed.
263	In lieu of being fired, employee resigned.
264	Swoboda was terminated.
265	Area Manager received a written reprimand dated May 1, 2007 from his Regional Director, Todd Jones.
266	No compliance violation could be substantiated. **Redaction - Privilege**
267	
268	Lyon received a written warning from his Regional Director, Todd Jones.
269	Investigation revealed no compliance violation.
270	Caller's allegations could not be substantiated. Additional information was requested from Caller but such information was not received.
271	Schwarz was present when two HCPs asked an off-label question, and he acted appropriately and supplied them with contact information for PSMI and offered to submit a MIRF for them.
272	Representative received a written warning.
273	Representative received a written warning.
274	*Representative received a written warning dated May 17, 2007.*
275	Finck did ask HCP if she billed for both F codes. This is a violation of Policy re: Provision of Reimbursement Information to Customers. Finck received a warning letter, increased monitoring by management and Compliance, and was required to review Sales Policy
276	Compliance violation could not be substantiated. Representative had never utilized the document in any way.
277	Dr. Snyder was terminated on 5/22/2007.
278	Investigation showed that Ms. Sherette's son died of natural causes. No Fentora or any other substance was found in his system. There is no compliance violation.
279	Representative was placed on probation and forfeited his bonus for 2Q2007.
280	Investigation conducted. Ms. Delucca is a contract worker who sends her work in. She has completed all her assignment in an efficient and timely manner. There is no compliance violation.
281	[Investigation is on hold until Henshaw returns from Disability]
282	Donine Henshaw did not return to Cephalon after she left on Disability. Ms. Henshaw tendered her resignation on 7/30/07
283	Representative and caterer indicate that no cash incentive was involved. No compliance violation could be substantiated.
284	Compliance allegations were not substantiated.
285	Investigation conducted and allegations were substantiated. Mr. Fourcade was terminated on July 3, 2007.
286	Ms. Palmerino-Shaffer resigned on October 31, 2007. She was interview regarding all of her compliance policy violations including expense report violations and CSP violations. She offered no explanation and tendered her resignation.
287	No compliance violations could be substantiated.
288	Wilkinson admitted to the violations in question and was terminated on 6/25/07.
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249	3/26/2007
250	3/26/2007
251	4/13/07
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253	5/29/2007
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255	4/10/2007
256	5/7/2007
257	6/1/2007
258	6/1/2007
259	VOID
260	6/1/2007
261	5/29/2007
262	4/18/2007
263	4/16/2007
264	5/3/2007
265	5/1/2007
266	6/12/07
267	
268	4/30/2007
269	5/21/2007
270	5/29/2007
271	6/20/2007
272	5/15/2007
273	5/16/2007
274	5/17/2007
275	6/15/2007
276	6/4/2007
277	5/22/2007
278	6/20/07
279	7/10/2007
280	6/22/07
281	7/30/07
282	
283	6/4/2007
284	5/31/2007
285	7/3/07
286	10/31/07
287	6/5/2007
288	6/20/07
289	

	A	B	C	D
290	2007-065	Weeks-Townsend, Shelley	Elizabeth Jobes	5/8/2007
291	2007-066	Keiningham, Charles	Thomas Clark/Bryan Burcher/Eric Siegel	6/7/2007
292	2007-067	Farah, John	Heather Powell	6/20/2007
293	2007-068	Collins, Michael	Randy Spokane/Tim Sweeney/Eric Siegel	6/19/2007
294	2007-069	Ledford, Theodora	Thomas Clark/ Stephen Guidry/Eric Siegel	6/12/2007
295	2007-070	Brzozowski, Allen	Chandler Tatum/ Matt Kramin/Eric Siegel	6/28/2007
296	2007-071	Ogden, William	Chuck DeWildt/ David Shimokawa/Eric Siegel	5/15/2007
297	2007-072	Leimum, Kara	Randy Balliet/Ryan Barnes	7/3/2007
298	2007-073	Coito, Michelle	Randy Balliet/Ryan Barnes	7/3/2007
299	2007-074	Cunningham, Bill	Elizabeth Jobes/Eric Siegel	7/5/2007
300		(reported both by Joe Duarte but also by HelpLine Call 0707-CEP-10001-01		
301	2007-075	Clas, Dawn	Elizabeth Jobes	6/28/2007
302	2007-076	Duarte, Joe (reported on HelpLine)	Elizabeth Jobes	7/27/2007
303	2007-077	McGrann, Mark	Bill Cunningham/Eric Siegel	7/9/2007
304	2007-078	Bergman, Felicia	Bill Cunningham	7/9/2007
305	2007-079	Charles Hullihan	Jean Frydman/Elizabeth Jobes	6/25/07
306	2007- 080	Anonymous – HelpLine	Elizabeth Jobes	7/23/07
307		0707-CEP-10002-01		
308	2007- 081	Joe Duarte Anonymous call to HelpLine	Elizabeth Jobes	7/27/07
309		0707-CEP-10003-01		
310	2007- 082	Radu Mihaila	Brian Hirsh/Elizabeth Jobes	7/30/07
311	**Redaction - Privilege**			
312	2007- 084	Thomas Clark	Marie Latoff (Veritas)/Elizabeth Jobes	8/1/07
313	2007- 085	Robert Clark	Elizabeth Jobes	8/16/07
314	2007- 086	Alec Burlakoff	Marie Latoff (Veritas)	8/17/07
315	2007- 087	Andrew Gunn	Elizabeth Jobes	8/17/07
316	2007- 088	Joe George	Elizabeth Jobes	8/23/07
317	2007- 089	Kara Smith	Elizabeth Jobes	8/24/07
318	2007- 090	Ross McIlvaine	Elizabeth Jobes	8/24/07
319	2007- 091	Unknown Pain Care TSS	Elizabeth Jobes	9/5/07
320	2007- 092	Tammika Shedd	Elizabeth Jobes	9/6/07

	E
290	Shelly Weeks Townsend, Senior Manager, Analytical Sciences/GMP signed a Certificate of Analysis (for a sample of Nuvigil going out to a clinical trial site) and certified that all test results and conclusions had been reviewed for accuracy, completeness and compliance with established SOPs, when in fact the sample in question had a blue dot of unknown origin which did not comply with the SOP.
291	TSS (Keinngham) held a CSP but failed to have the requisite number of attendees present.
292	Regulatory Counsel Chris Cuiton provided a copy of an expense report for John Farah that was given to him by Farah's administrative assistant, Kate Ware. The expense report contains expenses for $2,402.64 worth of gifts given to Alfresa Pharma for the launch of Modiodal in Japan. Ware was concerned about the propriety of the gifts and the expense.
293	Representative (Collins) failed to have the requisite number of attendees at a CSP conducted on 6/14/2007. This was his second violation.
294	Representative (Ledford) failed to have the requisite number of attendees at a CSP conducted on 5/29/2007. This was her second violation.
295	Representative (Brzozowski) failed to submit content certification forms for 7 CSPs. He also conducted a dinner with 7 HCPs present. He also continues to use his personal credit card rather than his corporate card for business expenses.
296	Representative (Ogden) carried 2 discontinued detail pieces into a physician office during a ridealong with his manager: the Excessive Sleepiness Backgrounder (discontinued in spring of 2006) and the ICD-9 Code Sheet (discontinued in February, 2007).
297	ADM Sales Representative (Leinum) conducted a CSP and spent more per person than is permitted under Cephalon's Policy on Promotional Meetings.
298	ADM Sales Representative (Ceito) conducted a CSP and spent more per person than is permitted under Cephalon's Policy on Promotional Meetings. In addition, in the same timeframe, she brought a meal into a physician's office twice within a two-week period in violation of the Policy on Gifts, Meals and Entertainment.
299	National Account Manager, Jeff Zbilicki, claims that Bill Cunningham (Regional Director) pressured him to sell off-label through his question of Jeff regarding Blue Shield of California's coverage criteria for depression for Provigil. Zbilicki also claims that he did not report this back in March, 2007 when it occurred out of fear of retaliation by Duarte and/or Cunningham. Fitually, he claimed that the HelpLine is not anonymous.
300	
301	Dawn Clas, Research Associate III, Neurobiology, recorded observation data incorrectly (in violation of Notebood SOP) in a CEP-28431, ciproxifan study. Her supervison, Dr. Joanne Mathiasen, noted that Ms. Clas had been careless in the maintenance of her notebook and had manipulated the data itself. Ms. Clas falsified the date to match data collected by a colleague.
302	Caller alleged that Joe Duarte has instructed his team to engage HCPs in off-label discussions. The caller alleged this conversation took place during a June 12, 2007 Wellpoint conference call. The caller also stated that Mr. Duarte encouraged his team to "start creative conversations about idiopathic hypersomnolence without directly asking for a letter." Later caller and identified himself as Jeff Zblicki, National Account manager.
303	Sales representative (McGrann) failed to obtain prior written approval from his area manager for a lunch that exceeded $325.
304	Sales representative (Bergman) provided 2 meals to a physician office within a 2 week period.
305	Charles Hulihan, TSS, CNS,Mid Atlantic, received information from an HCP regarding patients on Provigil who were decompensating into a depressed state while also taking anti-depressants. Hulihan told HCP to call Professional Services.
306	Caller wanted information: What defines customer, If HCP not seen face to face=to a sales call? And Can Sales rep promote Provigil for OSA if patient not on CPAP?
307	
308	Allegations that Duarte, Associate Director of Systems Healthcare West, conducted conference calls directing his team to lead HCPs to off label conversations
309	
310	Radu Mihaila, QC associate working in Cephalon labs in Salt Lake City. He alleged to have work related breathing problems and received a job assignment outside the lab. It was then discovered that he ran in the Salt Lake City marathon and completed it, during this time period. He also committed GCP and SOP violations as well as violations of the Code of Conduct.
311	**Redaction - Privilege**
312	*Allegations that Thomas Clark, Mid-Atlantic Regional Director, CNS told TSS during a teleconference that Provigil could be promoted for OSA patients who are not utilizing the CPAP. This is contrary to the labeled indication*
313	Territory Sales Specialist, ADM Mid- West, Robert Clark received information regarding swelling at injection site (Vivitrol) in July 2007 and did not send in AE report. Office manager for HCP called PSMI.
314	Anonymous call to Compliance hotline alleges Area Manager, Alec Burlakoff, encouraged TSS to promote off -label and inaccurately report sales efforts.
315	Andrew Gunn, Senior Manager, Quality Systems, Salt Lake City, was terminated for performance issues. Included in his termination letter was a statement regarding his knowledge of critical GMP compliance issues. The letter was
316	TSS, ADM Great Lakes West, Joe George was asked by HCPon 7/25/07 if he could increase frequency of injections. This request would be an AE and was not reported until 8/23/07.
317	National Account Manager, Kara Smith, received information from a prescriber that his patient was addicted to Fentura and he had been prescribing it at a higher dose that what was on-label. She received this information on 8/7/07 and did
318	TSS, Addiction Medicine East, received 2 Adverse Event Reports, abcess in one patient and hematoma in another, on 8/21/07 and did not report themto PSMI until 8/24/07
319	Deb Bearer, Associate Director, Healthcare Systems reported that Highmark (a formulary) had reported several anonymous calls to its hotline indicating that TSS from Cephalon were in HCPs offices discussing the benefits of Fentora over Actiq.
320	*Tammika Shedd, analyst, CIMA labs, committed two GMP SOP violations. She removed fentynl, a schedule II controlled substance from the lab and she also falsified data on the raw material work sheet.*

	F
290	An investigation was completed and Ms. Weeks-Townsend did violate the OOS SOP. Ms. Weeks resigned on 5/30/07.
291	Kemingham received a written reprimand from his Regional Director, Thomas Clark.
292	This matter was investigated and Eric Siegel, Chief Compliance Officer, discussed this matter with John. No other corrective action.
293	Representative received a warning letter dated 6/19/2007
294	Representative received a warning letter dated 6/11/2007
295	Investigation of HCPs that Allen Brzozowski claims attended his CSPs. No confirmation that any were invited to any of the CSPs at issue. When confronted with violations and placed on probation, Mr. Brzozowski resigned on 9/14/07.
296	Ogden was placed on probation. He also forfeited his bonus for 2Q2007. He is also not eligible for 2008 President's Club award for his achievement in 2007.
297	Representative received a warning letter dated 7/2/2007
298	Representative received a warning letter dated 6/26/2007
299	Interviews were conducted and policies were reviewed regarding reimbursement and interaction between memebers of the sales organization and national account managers. No policy violations occurred. The reimbursement policy does address discussion of
300	formularies and Mr. Cunningham's directions were within the parameters of the policy. Mr. Zblicki had a number of performance violations which were ongoing. When confronted with these violations, he resigned on 11/2/07
301	Ms. Clase was terminated on July 30, 2007.
302	Interviews were conducted and policies were reviewed regarding reimbursement and interaction between members of the sales organization and national account managers. No policy violations occurred. The reimbursement policy does address discussion of formularies and Mr. Duarte's directions were within the parameters of the policy. Mr. Zblicki had a number of performance violations which were ongoing. When confronted with these violations, he resigned on 11/2/07
303	Representative received a written warning dated 7/9/2007 as this was his second violation.
304	Representative received a written warning dated 7/9/2007 as this was her second violation.
305	Investigation conducted. HCP never spoke to TSS about it in those terms. It was not reported to him as an AE. HCP asked questions about efficacy with anti-depressants but never mentioned decompensation.
306	Definition of customer provided, Def of sales call provided – must be face to face, No – Provigil cannot be promoted for OSA with out use of CPAP
307	
308	Investigated allegations. Direction to team followed Cephalon guidelines and did not urge NAMs to promote off - label
309	
310	Allegations were investigated and founded. Mr. Mihaila was terminated on 8/8/07.
311	**Redaction - Privilege**
312	Investigated Allegations – Although there was discussion of use of Provigil in OSA patients who did not utilize the CPAP, at no time did Thomas Clark encourage or direct the TSS who were on the call to promote off label.
313	Contacted Scott Stanley, Midwest Area Manager, who reiterated policy and reviewed critera for AE and AE reporting.
314	Investigation conducted and allegations were not substantiated.
315	Several attempts to contact Mr. Gunn at his address were fruitless. He did not contact Cephalon, despite phone and written contact requesting information on the Compliance issues.
316	Contacted Ryan Barnes, Director, ADM, West Regions and corrective e-mail was sent.
317	Contacted Joe Duarte, Associate Director, Healthcare systems, (Kara's manager) and he issued a corrective action e-mail. The snap shot was not sent to him until the 12th.
318	*Contacted William Carbohan, Director of Marketing Development, Addiction Medicine. He sent a corrective action e-mail.*
319	An investigation was conducted. Highmark could not provide the names of the HCPs who called, the dates the calls were made or even towns where the calls originated. All three TSSs for Pain for the Central part of Pennsylvania were interviewed since that is where Highmark indicated the calls originated. None of the TSSs knew anything about such conversations. No compliance violations occurred.
320	An investigation was conducted and Ms. Shedd was terminated on 9/18/07

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290	5/30/07
291	6/7/2007
292	6/27/07
293	6/19/2007
294	6/11/2007
295	9/14/07
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297	7/3/2007
298	7/3/2007
299	10/30/07
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301	7/30/07
302	10/30/07
303	8/6/2007
304	8/6/2007
305	7/13/07
306	7/30/07
307	
308	10/15/07
309	
310	8/8/07
311	10/1/07
312	9/5/07
313	9/5/07
314	9/19/07
315	11/16/07
316	9/14/07
317	9/26/07
318	9/14/07
319	10/26/07
320	9/18/07

	A	B	C	D
321	2007- 093	Tony King	Elizabeth Jobes	9/17/07
322	2007- 094	Helen Wentz	Elizabeth Jobes	9/19/07
323	2007- 095	Waleed Abdallah	Elizabeth Jobes	10/16/07
324	2007- 096	Emilio Arbe	Elizabeth Jobes	10/26/07
325	2007- 097	Sam Tojaga	Heather Powell/Tom Malone (Klink)	10/29/07
326	2007-098	Stephen Guidry	Heather Powell/Tom Malone (Klink)	10/30/07
327	2007-099	Edwina Wyatt-Knowles	Heather Powell	10/31/07
328	2007-100	John Palthen	Heather Powell	11/29/07
329	2007-101	Michelle Hornberger /Darin Cecil	Heather Powell	11/29/07
330	2007-102	Chandra Palmerino-Shaffer	Heather Powell	11/21/07 (rep identified on 11/29/07)
331	2007-103	Darin Cecil	Heather Powell	11/29/07
332	2007-104	Jean Feehan	Heather Powell	11/28/07
333	2007-105	Muriel Suggs	Heather Powell	12/6/07
334	2007-106	Michael Williams	Heather Powell	12/11/07
335	2007-107	BethAnn McCook	Heather Powell	12/14/07
336	2007-108	Lindsey Miller	Heather Powell	12/18/07
337	2007-109	Laura Maycock	Elizabeth Jobes	12/19/07
338	2008-001	Lesley Russell	Elizabeth Jobes	
339	2008-002	Rosemme Bennett	Anonymous Mailing	
340	2008-003	Sales Rep	Jazz Pharma Compliance Officer	
341	2008-004	Travis Williams	Todd Jones	1/18/08
342	2008-005	Mitchell Greene	Michael Morreale	1/28/08
343				

	E
321	Thomas Clark, Mid-Atlantic Regional Director, reported that a TSS, Tony King CNS called on a PA that practiced in a pain care office. This is in violation of the Do Not Promote policy
322	Elena Goumakos, Senior Drug Associate for GPE since 2006. She reported to Helen Wentz, who she claims directed her not to discuss her job duties with anyone. Miss. Goumakos was uncomfortable with the lack of reporting of deaths and other SAEs (this issue has been resolved - they are now all reported) and she felt Ms. Wentz was directing her to continue not to report these events and not to tell anyone.
323	Waleed Abdallah, TSS, Penn. Valley ADM, received information regarding swelling at injection site (Vivitrol) on 10/17/07 and did not send in an AE report until 10/16/07.
324	Emilio Arbe, Director of Medical Affairs UK, sent a series of e-mails which alleged Cephalon was not compliant in making amendment to a PSUR which was to be submitted for Provigil. The amendments were going to be submitted separately and Dr. Arbe felt that was not appropriate. He contacted the MHRA himself and sent document to them.
325	TSS is alleged to have falsified call data reporting and expenses.
326	Female TSSs in Area Manager Guidry's district reported inappropriate behavior and gender discrimination as well as direction to promote off-label.
327	Amy Zelaya reported intimidation and inappropriate behavior; concerned about FDA reporting and monitoring plans.
328	Area Manager Patrick Bulger reported that while on a ridealong with TSS John Palthen, an employee at Dr. Stienke's office gave Palthen an envelope. When questioned by Bulger, Palthen disclosed that he had provided money to the employee to purchase prescription drugs that she could not afford.
329	Associate Director of MSLs Kevin Gilliland forwarded an email from TSS Michelle Hornberger through her Area Manager Darin Cecil with the subject line "MSL for Michelle -- #1 Provigil prescriber."
330	QA/Compliance employee visited a practice in Lancaster, PA and was told by a physician there that a Cephalon rep had suggested to him that Provigil could be used for ADHD.
331	On an AMRIX conference call, CNS Area Manager Darin Cecil stated that he had recently had surgery and was prescribed AMRIX, which did not work for him. When Medical Affairs Director Susan Larijani asked if Cecil had reported this to Medical Affairs, he stated that he didn't have the number and did not think that he needed to report it since "he shouldn't have been prescribed it anyway." Larijani reminded Cecil of the SOP for AE reporting and reported to Compliance.
332	Anonymous Hotline caller alleged that TSS Jean Feehan and Cephalon speaker Dr. Steven Chun are having a personal relationship; also, alleged that Feehan works in Chun's office and he reciprocates by writing significant amounts of
333	PSMI received report that Suggs provided Actiq placebo to HCP within last week. These materials should have been used/destroyed before the end of 2006.
334	Scientist Lars Knutsen complained of intimidation and threats in violation of the Code of Conduct in his annual self-appraisal.
335	Rep failed to report AE on Vivitrol to PSMI in a timely fashion as required by policy.
336	HCP called PSMI with a question regarding mouth ulcers and Fentora; HCP indicated that TSS suggested a treatment for these mouth ulcers.
337	PSMI employee sold on eBay Blackberries provided to her by Cephalon's IT&S department as a charitable donation.
338	
339	Newspaper articles forwarded detailing Bennett's conviction and jail sentence for various felony fraud charges in Ohio.
340	
341	Regional Director Jones reported that Williams stated during a POA meeting that he had purchased a restaurant gift certificate for an HCP office staff member.
342	Area Manager alleges that Greene falsified expenses on November and December 2007 expense reports, especially after being notified of RIF.
343	

	F
321	Investigated allegations and send corrective e-mail reiterating the policy.
322	Allegations were investigated. Helen Wentz, along with others in GPE (Bob Bader) ascribed to a working document in GPE that indicated all deaths did not have to be reported, only those which were found to be causally connected. This policy is no longer in effect and now all deaths are reported. There was not compliance violation. The HR issues were resolved by placing Ms. Goumakos in Regulatory Affairs at equal title and pay.
323	Investigated allegations and Bill Carnohan, Director, East Region, sent corrective e-mail.
324	Lesley Russell, Executive Vice-President of WMRO conducted a teleconference with MHRA representatives subsequent to Dr. Arbe's contact with them. She explained that an amended PSUR would be filed shortly and that we did not include the amendments in this filing due to time constraints. The MHRA accepted this explanation. There was no compliance violation by Cephalon, however, Dr. Arbe's contact with the MHRA and e-mail exchanges violated Cephalon policy. Dr. Arbe was terminated on 11/5/07.
325	Rep was terminated as part of Reduction in Force on 12/5/07. Investigation closed.
326	Investigation is ongoing. Guidry interview scheduled for 1/18/08.
327	No compliance violations substantiated.
328	No compliance violation substantiated; however, manager sent written reminder on appropriate judgment and the appearance of impropriety.
329	Contacted Todd Jones, Regional Director, who reviewed MSL interactions policy with Cecil, instructed Cecil to review with Hornberger and provide documentation of same, and issued corrective action email to Cecil.
330	Employee has already been terminated for compliance violations.
331	Contacted Todd Jones, Regional Director, who reviewed AE reporting policy with Cecil.
332	Investigation is ongoing. Klink performing interviews.
333	HCP provided Actiq placebo to patient transitioning to Fentora. Pharmacist thought Suggs provided placebo when HCP actually had old stock in his office. No compliance violation.
334	No compliance violations substantiated.
335	Manager was notified and reviewed SOP policy with rep.
336	Miller admitted that she suggested an over the counter mouthwash (previously suggested to her by HCP speaker) to Dr. Aggarwal for patient's mouth ulcers. Miller received a corrective action letter.
337	Investigation is ongoing.
338	**2008-001**
339	**Changed to 2008-009**
340	**Changed to 2008-002**
341	**Changed to 2008-008**
342	**2008-005**
343	

	G
321	9/26/07
322	10/30/07
323	10/24/07
324	11/5/07
325	12/5/07
326	
327	1/11/08
328	1/9/08
329	12/3/07
330	11/29/07
331	12/4/07
332	
333	12/14/07
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