SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS), TRICARE Management Activity (TMA), the Office of Personnel Management (OPM), the Department of Veteran's Affairs (VA) (collectively the "United States"), Boehringer Ingelheim Pharmaceuticals, Inc. and Robert Heiden ("Relator")(hereafter collectively referred to as "the Parties"), through their authorized representatives.

I. RECITALS

A. Boehringer Ingelheim Pharmaceuticals Inc., ("BIPI") is a Delaware corporation headquartered in Ridgefield, Connecticut. BIPI has developed, distributed, marketed and sold pharmaceutical products in the United States, including the drugs sold under the trade names of Aggrenox®, Atrovent®, Combivent® and Micardis®.

B. On or about February 17, 2005, Robert Heiden ("Relator") filed a *qui tam* action in the United States District Court for the District of Maryland captioned United States ex rel. Heiden v. Boehringer Ingelheim, et al., Civil Action No. JFM 05-484 (D. Md.). On or about November 1, 2010, the Relator filed a Fourth Amended Complaint in the District of Maryland under the same caption and case number, and this Fourth Amended Complaint sets forth the current allegations in the *qui tam* action (the "Civil Action").

C. The United States contends that BIPI caused claims for payment for Aggrenox® and Micardis® to be submitted to the Medicare Program (Medicare), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1. The United States further alleges that BIPI caused claims for payment for Aggrenox®, Atrovent®, Combivent® and Micardis® to be submitted to

the Medicaid Program (Medicaid), 42 U.S.C. §§ 1396-1396w-5. The United States also alleges that BIPI caused claims for payment for Aggrenox®, Atrovent®, Combivent® and Micardis® to be submitted to the TRICARE Program, 10 U.S.C. §§ 1071-1110a; the Federal Health Employees Benefits Program ("FEHBP"), 5 U.S.C. §§ 8901-8914; and caused purchases by the Department of Veterans Affairs Program, 38 U.S.C. §§ 1701-1743 (collectively, the "other Federal Health Care Programs").

D. The United States contends that it and the Medicaid Participating States have certain civil claims against BIPI arising from the following conduct with respect to the marketing, promotion and sale of the drugs set forth below. That conduct is referred to below as the Covered Conduct:

(i) Aggrenox®: During the time period of January 1, 2001 to May 15, 2008, BIPI (a) knowingly promoted the sale and use of Aggrenox® for uses for which Aggrenox® had not been approved by the United States Food and Drug Administration ("FDA"), including certain cardiovascular events such as myocardial infarction and conditions such as peripheral vascular disease, which were not medically-accepted indications (as defined in 42 U.S.C. § 1396r-8(k)(6)), and were not covered by Medicare, the other Federal Health Care Programs and state Medicaid programs; and (b) knowingly made and/or disseminated unsubstantiated and/or false representations or statements about the efficacy of Aggrenox® (including that Aggrenox® was superior to Plavix, its primary competitor for certain indications, despite the fact that BIPI lacked clinical evidence to make such claims);

(ii) Atrovent®: During the period of January 1, 2000 to December 31, 2005, BIPI made misrepresentations concerning the cost of Atrovent® to the other Federal Health Care

Programs and state Medicaid programs on which the other Federal Health Care Programs and state Medicaid programs relied in making formulary and prior authorization decisions. BIPI represented to them that Atrovent® was a more cost-effective treatment than its competitors based upon its labeled dosing information (2 puffs every 4 hours, not to exceed 12 puffs per 24 hours) despite the fact that BIPI marketed Atrovent® at doses in excess of its label (more than 12 puffs per 24 hours);

(iii) Combivent®: During the period of January 1, 2000 to December 31, 2005, BIPI knowingly promoted the sale of Combivent® for use prior to another bronchodilator in treating Chronic Obstructive Pulmonary Disease, a use which was not approved by the FDA and which was not a medically-accepted indication (as defined in 42 U.S.C. § 1396r-8(k)(6)), and not covered by the other Federal Health Care Programs and state Medicaid programs, and BIPI knowingly promoted the sale and use of Combivent at dosages that exceeded those covered by the other Federal Health Care Programs and state Medicaid programs;

(iv) Micardis®: During the time period of January 1, 2000 to December 31, 2008, BIPI knowingly promoted the sale and use of Micardis® for uses for which Micardis® had not been approved by the FDA, including treatment of early diabetic kidney disease. Certain of these uses were not medically-accepted indications and were not covered by Medicare, the other Federal Health Care Programs and state Medicaid programs;

(v) Programs: During the time period of January 1, 2002 and December 31, 2008, BIPI (a) offered and provided services and other things of value to health care professionals for participating in programs such as the Ambulatory Blood Pressure Monitoring program and the Inspiring Improvement program to induce them to promote and prescribe

Aggrenox®, Atrovent®, Combivent® and Micardis®, and these prescriptions were paid for or reimbursed by Medicaid, Medicare, or other Federal Health Care Programs; and (b) offered and provided remuneration to health care professionals for participating in programs such as certain advisory boards, speakers' training programs, speaker programs, and consultant programs to induce them to promote and prescribe Aggrenox®, Atrovent®, Combivent® and Micardis®, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) and that these prescriptions were paid for or reimbursed by Medicaid, Medicare, or other Federal Health Care Programs;

(vi) As a result of the foregoing conduct described in subparagraphs (i)-(v), BIPI knowingly caused the submission of false and fraudulent claims for Aggrenox®, Atrovent®, Combivent® and Micardis® to be submitted to, or purchases made by Medicaid, Medicare and other Federal Health Care Programs. The United States contends that engaging in the Covered Conduct gives rise to civil liability under the False Claims Act, 31 U.S.C. §§ 3729-3733, or common law.

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

F. This Settlement Agreement is made in compromise of disputed claims. This

Settlement Agreement is neither an admission of liability by BIPI nor a concession by the United States that its claims are not well founded. BIPI expressly denies the contentions of the United States and the Relator as set forth herein and in the Civil Action and further denies that it engaged in any wrongful conduct in connection with the Covered Conduct.

G. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties mutually desire to reach a full and final settlement pursuant to the Terms and Conditions as set forth below:

II. TERMS AND CONDITIONS

1. BIPI shall pay to the United States and the Medicaid Participating States collectively, the sum of Ninety-Five Million Dollars ($95,000,000.00), plus interest at the rate of 1.625 percent per annum from October 31, 2011, and continuing until and including the date of payment (the "Settlement Amount"). Payments shall be made as follows:

(a) BIPI shall pay to the United States the sum of Seventy-Eight Million, Four Hundred Fifty-Five Thousand, Forty-Eight Dollars and Thirty-Eight Cents ($78,455,048.38), plus accrued interest at the rate of 1.625 percent per annum from October 31, 2011, and continuing until and including the date of payment as set forth above ("Federal Settlement Amount"). The Federal Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions from the United States Attorney's Office for the District of Maryland no later than seven (7) days after the Effective Date of this Agreement.

(b) BIPI shall pay to the Medicaid Participating States the sum of Sixteen Million, Five Hundred Forty-Four Thousand, Nine Hundred Fifty-One Dollars and Sixty-Two Cents ($16,544,951.62), plus interest at the rate of 1.625 percent per annum from October 31, 2011, and continuing until and including the date of payment ("Medicaid State Settlement Amount"). The Medicaid State Settlement Amount shall be paid pursuant to written instructions from the NAMFCU Negotiating Team and under the terms and conditions of the Medicaid State Settlement Agreements that BIPI will enter into with the Medicaid Participating States.

2. Contingent upon the United States receiving the Federal Settlement Amount from BIPI, the United States agrees to pay, as soon as feasible after receipt, Seventeen Million ($17,000,000.00), plus a pro-rata share of the interest accrued on the Federal Settlement Amount described in Paragraph 1(a) above to Relator Heiden as relator's share of the proceeds pursuant to 31 U.S.C. § 3730(d) ("Relator's Share").

3. BIPI agrees to pay Relator's fees and costs, pursuant to 31 U.S.C. § 3730(d) incurred in connection with the Civil Action, to relator's counsel by electronic funds transfer pursuant to a separate written agreement between BIPI and Relator and Relator's attorneys ("Attorneys' Fees and Costs Agreement."). No additional attorneys' fees and costs shall be paid or claimed by Relator or his counsel, other than what is set forth in the Attorney's Fees and Costs Agreement.

4. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon BIPI's full payment of the Settlement Amount, the United States releases BIPI, its predecessors, its current and former affiliates, divisions, parents, subsidiaries, successors and assigns, and their current and former directors, officers, and employees (hereinafter, collectively

"BIPI Released Parties") from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; any statutory provision creating a cause of action for civil damages or civil penalties for which the Civil Division of the Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. Part 0, Subpart I, 0.45(d); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, disgorgement, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 9 below, and conditioned upon BIPI's full payment of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the BIPI Released Parties from any civil monetary claim the Relator has or may have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. In consideration of the obligations of BIPI in this Agreement, and the Corporate Integrity Agreement entered into between OIG-HHS and BIPI, and conditioned upon BIPI's full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against BIPI under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph 9 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude BIPI from Medicare, Medicaid, and other Federal health care programs

under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

7. In consideration of the obligations of BIPI set forth in this Agreement, conditioned upon BIPI's full payment of the Settlement Amount, TMA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion or suspension from the TRICARE Program against BIPI, its predecessors, its current and former divisions, parents, subsidiaries, successors and assigns, and their current and former directors, officers, employees, and agents under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph 9 (concerning excluded claims), below, and as reserved in this Paragraph. TMA expressly reserves authority to exclude BIPI from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii), based upon the Covered Conduct. Nothing in this Paragraph precludes TMA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

8. In consideration of the obligations of BIPI in this Agreement, conditioned upon BIPI's full payment of the Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action against BIPI, its predecessors, its current and former divisions, parents, subsidiaries, successors and assigns, and their current and former directors, officers, employees, and agents under 5 U.S.C. § 8902a or 5 C.F.R. Part 919 for the Covered Conduct, except as reserved in Paragraph 9 (concerning excluded claims), below and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). Nothing in this

Paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

9. Notwithstanding the releases given in paragraphs 4, 5, 6, 7, and 8 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs, suspension, and/or debarment;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

g. Any liability for failure to deliver goods or services due; and

h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

10. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B), and expressly waive the

opportunity for a hearing on any objection to this Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the payment described in Paragraph 2, Relator for himself individually and for his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims under this Agreement.

11. Relator, for himself and for his heirs, successors, attorneys, agents and assigns, fully and finally releases BIPI, its predecessors, and its divisions, parents, subsidiaries, successors, related entities, and assigns, and their current and former directors, officers, trustees, agents, employees, representatives, attorneys, consultants, successors, heirs, executors, administrators and assigns, individually and collectively, current or former (collectively, "the BIPI entities") from any and all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages (including treble damages and any civil penalties), punitive damages, costs and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or tort, or under any state or federal statute or regulation or otherwise that Relator has standing to bring, which Relator may now have or claim to have against the BIPI entities, arising in any way out of or connected in any way with the facts, claims, and circumstances alleged in, arising under, or arising from the filing of the Civil Action, or from any other past activities and actions of BIPI.

12. In consideration of the obligations of the Relator set forth in this Agreement, the BIPI Released Parties fully and finally release, waive, and forever discharge the Relator and his heirs, successors, assigns, agents, and attorneys from any and all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages (including treble damages and civil penalties), punitive damages, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or tort, or under any state or federal statute or regulation or otherwise that the BIPI Released Parties asserted or could have asserted, arising in any way out of or connected in any way with the facts, claims and circumstances alleged in, arising under, or arising from the Civil Action, or from any other past activities and actions of the Relator.

13. BIPI waives and shall not assert any defenses BIPI may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

14. BIPI fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that BIPI has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants,

related to the Covered Conduct and the United States' investigation and prosecution thereof.

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

16. BIPI agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of BIPI, its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement;

(2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;

(3) BIPI's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);

(4) the negotiation and performance of this Agreement;

(5) the payment BIPI makes to the United States pursuant to this Agreement and any payments that BIPI may make to Relator, including costs and attorney's fees; and

(6) the negotiation of, and obligations undertaken pursuant to the CIA to:

(i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and

(ii) prepare and submit reports to the OIG-HHS,

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in this paragraph 16.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to BIPI.

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

c. Treatment of Unallowable Costs Previously Submitted for Payment: BIPI further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and

Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by BIPI or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. BIPI agrees that the United States, at a minimum, shall be entitled to recoup from BIPI any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment. Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by BIPI or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on BIPI or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

17. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 18 (waiver for beneficiaries paragraph), below.

18. BIPI agrees that it waives and shall not seek payment for any of the health care

billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payers based upon the claims defined as Covered Conduct.

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

20. Upon the Effective Date of this Agreement, the United States shall file in the Civil Action a Notice of Intervention as to the Covered Conduct. Upon receipt of the payment described in Paragraph 1, above, the United States and the Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal with prejudice of the Civil Action as to Defendant Boehringer Ingelheim and its affiliate BIPI consistent with the terms of this Agreement.

21. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except as set forth in

Paragraph 3.

22. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

23. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Maryland. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

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

25. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

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

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

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

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

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

SIGNATURE PAGES

THE UNITED STATES OF AMERICA

DATED: 10/22/12 **BY:** _____

THOMAS F. CORCORAN
ROANN NICHOLS
Assistant United States Attorneys
United States Attorney's Office
For the District of Maryland

DATED:_____ **BY:** _____

JOYCE R. BRANDA
DAN ANDERSON
BRIAN McCABE
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED:_____ **BY:** _____

GREGORY E. DEMSKE
Chief Counsel
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED:_____ **BY:** _____

PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department
of Defense

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THE UNITED STATES OF AMERICA

DATED:_____ **BY:** _____

THOMAS F. CORCORAN
ROANN NICHOLS
Assistant United States Attorneys
United States Attorney's Office
For the District of Maryland

DATED: 10/22/12 **BY:** Brian J. McCabe

JOYCE R. BRANDA
DAN ANDERSON
BRIAN McCABE
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED:_____ **BY:** _____

GREGORY E. DEMSKE
Chief Counsel
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Health and Human Services

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ROANN NICHOLS
Assistant United States Attorneys
United States Attorney's Office
For the District of Maryland

DATED:_____ **BY:** _____

JOYCE R. BRANDA
DAN ANDERSON
BRIAN McCABE
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 10/17/12 **BY:** _____

GREGORY E. DEMSKE
Chief Counsel
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED:_____ **BY:** _____

PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department
of Defense

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ROANN NICHOLS
Assistant United States Attorneys
United States Attorney's Office
For the District of Maryland

DATED:_____ **BY:** _____

JOYCE R. BRANDA
DAN ANDERSON
BRIAN McCABE
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED:_____ **BY:** _____

GREGORY E. DEMSKE
Chief Counsel
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED: 10/16/12 **BY:** _____

PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department
of Defense

DATED: 10/16/12 BY: _____

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

DATED: 10/16/2012 BY: _____

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

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

DATED: 10/20/12 **BY:** _____

GREGORY BEHAR
President and Chief Executive Officer
Boehringer Ingelheim Pharmaceuticals, Inc.

DATED: _____ **BY:** _____

J. SEDWICK SOLLERS, III ESQ.
MARK JENSEN, ESQ.
ELIZABETH WHITE, ESQ.
King and Spalding, LLP
Counsel for Boehringer Ingelheim

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

DATED:_____ BY: _____
GREGORY BEHAR
President and Chief Executive Officer
Boehringer Ingelheim Pharmaceuticals, Inc.

DATED: 10/22/12 BY: _____
J. SEDWICK SOLLERS, III ESQ.
MARK JENSEN, ESQ.
ELIZABETH WHITE, ESQ.
King and Spalding, LLP
Counsel for Boehringer Ingelheim

RELATOR- ROBERT HEIDEN

DATED: 10/14/12 **BY:** Robert E. Heiden
ROBERT HEIDEN, Relator

DATED: 10/18/12 **BY:** Colette G. Matzzie
COLETTE G. MATZZIE, ESQ.
PETER CHATFIELD, ESQ.
Phillips and Cohen
Counsel for Relator Heiden