

SETTLEMENT AGREEMENT AND RELEASE

I. PREAMBLE

As a preamble to this AGREEMENT, the PARTIES agree to the following:

- A. The PARTIES to this Settlement Agreement and Release (“AGREEMENT”) are (i) the State of Texas (the “STATE”), (ii) Express Med Pharmaceuticals, Inc. (the “RELATOR”), and (iii) Lupin Limited, Lupin Inc., and Lupin Pharmaceuticals, Inc. (collectively, “LUPIN DEFENDANTS”). In this AGREEMENT, the STATE, RELATOR, and LUPIN DEFENDANTS are each individually referred to as a “Party” and collectively referred to as the “PARTIES.”
- B. The STATE and RELATOR (collectively, “PLAINTIFFS”) filed the following action against LUPIN DEFENDANTS: *The State of Texas, ex rel. Express Med Pharmaceuticals, Inc. v. Lupin Limited et al.*, Cause No. D-1-GN-16-005758, in the 250th Judicial District Court of Travis County, Texas.
- C. This AGREEMENT is the result of the PARTIES’ compromise on disputed issues of fact and law and is neither an admission of facts, wrongdoing, contravention of any law, potential violation of law, misrepresentation, misdeeds, or liability by the LUPIN DEFENDANTS nor a concession by the PLAINTIFFS that their allegations, claims, and representations are not well-founded.
- D. As a result of a mutual desire to settle their disputes amicably and to avoid the delay, expense, litigation costs, inconvenience, and uncertainty of protracted litigation, the PARTIES have reached a full and final settlement of the PLAINTIFFS’ claims, and any potential claims arising from the COVERED CONDUCT, as set forth and defined in this AGREEMENT.
- E. The LUPIN DEFENDANTS have a number of defenses to PLAINTIFFS’ claims and have denied and continue to deny the PLAINTIFFS’ allegations or any wrongdoing or misrepresentation as may be alleged by PLAINTIFFS.

- F. The STATE has concluded that the settlement, as set forth in this AGREEMENT, is in the public interest and is fair, adequate, and reasonable under all the circumstances.
- G. The RELATOR agrees that the settlement, as set forth in this AGREEMENT, is fair, adequate, and reasonable under all the circumstances.
- H. This AGREEMENT becomes effective on the EFFECTIVE DATE (defined in section II).

II. DEFINITIONS

This AGREEMENT uses the following definitions:

- A. “STATE” means collectively the State of Texas, its past, present, and successor officers, agents, entities, divisions, agencies, commissions, departments, administrators, employees, attorneys, and legal representatives.
- B. “LUPIN DEFENDANTS” means Lupin Limited, Lupin Inc., and Lupin Pharmaceuticals, Inc.
- C. “RELATOR” means Express Med Pharmaceuticals, Inc.
- D. “RELEASED PARTIES” collectively means the LUPIN DEFENDANTS and each of their respective past, present, acquired, predecessor, and successor companies, parents, subsidiaries, affiliates, entities, divisions, officers, directors, members, partners, limited partners, principals, assigns, representatives, employees, agents, servants, owners, shareholders, insurers, and attorneys.
- E. “LAWSUIT” means the action commenced by the STATE and RELATOR against the LUPIN DEFENDANTS, captioned *The State of Texas, ex rel. Express Med Pharmaceuticals, Inc. v. Lupin Limited et al.*, Cause No. D-1-GN-16-005758, in the 250th Judicial District Court of Travis County, Texas.

- F. "EFFECTIVE DATE" means the date of signature of the last signatory to this AGREEMENT.
- G. "COVERED DRUGS" means the drugs manufactured, marketed, sold, and distributed during the SPECIFIED TIME PERIOD by the LUPIN DEFENDANTS and/or RELEASED PARTIES under the drug manufacturer labeler codes 68180, 27437, and 43386.
- H. "COVERED CONDUCT" means the type of price reporting and marketing conduct and actions alleged at any time in the LAWSUIT regarding the COVERED DRUGS during the SPECIFIED TIME PERIOD, as well as the conduct alleged in the LAWSUIT regarding claimed obstruction of an investigation by the Attorney General of the State of Texas.
- I. "SPECIFIED TIME PERIOD" means January 1, 2005, through and including the EFFECTIVE DATE.
- J. "TMFPA" means the Texas Medicaid Fraud Prevention Act, Tex. Hum. Res. Code ch. 36.

III. AGREEMENT

NOW, THEREFORE, in reliance on the representations in this AGREEMENT; in consideration of the mutual promises, covenants, and obligations set forth in this AGREEMENT; and for good and valuable consideration as stated in this AGREEMENT, the PARTIES agree as follows:

- A. The foregoing Definitions and Preamble are incorporated herein.
- B. Lupin Limited shall make payment to the STATE of Fifty Three Million Five Hundred Thousand Dollars (\$53,500,000.00), and Lupin Pharmaceuticals, Inc. shall make payment to the STATE of Ten Million Dollars (\$10,000,000.00), totaling Sixty Three Million Five Hundred Thousand Dollars (\$63,500,000.00)

(the “SETTLEMENT AMOUNT”) in full and final settlement of the LAWSUIT and COVERED CONDUCT, and all claims that the STATE had, has, or may have in the future arising from the COVERED CONDUCT.

1. \$53,500,000.00 of the SETTLEMENT AMOUNT is allocated to settlement of all actual or potential claims asserted and associated with the LAWSUIT and COVERED CONDUCT.
2. \$10,000,000.00 of the SETTLEMENT AMOUNT is allocated towards payment of attorneys’ fees, costs, and legal expenses incurred by the STATE and RELATOR in connection with the LAWSUIT. The SETTLEMENT AMOUNT specifically includes all attorneys’ fees for the STATE and RELATOR.
3. The PARTIES understand and agree that no portion of the SETTLEMENT AMOUNT shall be allocated, attributed to, or characterized as the payment of fines, penalties, or other punitive assessments. In all other respects, the LUPIN DEFENDANTS expressly acknowledge and agree that they are not entitled to direct or influence the manner in which the STATE allocates the SETTLEMENT AMOUNT.
4. The STATE will allocate and distribute to the United States Government a pro rata share of the SETTLEMENT AMOUNT in accordance with state and federal law.
5. The PARTIES agree that the SETTLEMENT AMOUNT shall constitute a full and complete satisfaction by the LUPIN DEFENDANTS and the RELEASED PARTIES of any remedy, restitution, amount, payment or overpayment owed, or that could be owed, or other losses sustained or

incurred, arising from the COVERED CONDUCT, and that neither the STATE nor the RELATOR shall be entitled to any additional amounts or recoveries from the LUPIN DEFENDANTS or any of the RELEASED PARTIES for the COVERED CONDUCT.

- C. On the EFFECTIVE DATE of this AGREEMENT, and in accordance with wiring instructions provided by the Office of the Attorney General of Texas, the LUPIN DEFENDANTS shall pay PLAINTIFFS ten million dollars (\$10,000,000.00) (“INITIAL PAYMENT”) by 5 p.m. (Central Standard Time). If the LUPIN DEFENDANTS do not make the INITIAL PAYMENT by 5:00 p.m. (Central Standard Time) on the EFFECTIVE DATE, then the INITIAL PAYMENT amount will immediately begin to accrue interest at a 10% annual rate until the LUPIN DEFENDANTS pay that INITIAL PAYMENT plus accrued interest. The PARTIES will cooperate to exchange wiring instructions and routing instructions so that such payment can be promptly made, and notwithstanding the above deadlines for payment, no payment shall be made until such wiring and routing instructions have been provided.
- D. In accordance with wiring instructions provided by the Office of the Attorney General of Texas, Lupin Limited and Lupin Pharmaceuticals, Inc. shall pay the remaining SETTLEMENT AMOUNT in full by wire transfer not later than 5:00 p.m. (Central Standard Time) on the second (2nd) business day following attainment by the LUPIN DEFENDANTS of any necessary approvals from the Indian government related to currency transactions, but in no event later than seventy-five (75) days following the EFFECTIVE DATE. If Lupin Limited and Lupin Pharmaceuticals, Inc. do not pay the remaining SETTLEMENT AMOUNT

by 5:00 p.m. (Central Standard Time) on the tenth (10th) business day following the EFFECTIVE DATE, then any unpaid balance of the SETTLEMENT AMOUNT will immediately begin to accrue interest at a 10% annual rate until Lupin Limited and Lupin Pharmaceuticals, Inc. pay that remaining SETTLEMENT AMOUNT plus accrued interest. The PARTIES will cooperate to exchange wiring instructions and routing instructions so that such payment can be promptly made, and notwithstanding the above deadlines for payment, no payment shall be made until such wiring and routing instructions have been provided.

- E. With respect to any other actions initiated by a private person pursuant to TEX. HUM. RES. CODE § 36.101 *et seq.* or under Title 31, United States Code arising out of COVERED CONDUCT, the STATE and the LUPIN DEFENDANTS agree that the STATE shall be solely responsible to reimburse any relator or relator's counsel for any amounts in any manner arising from the COVERED CONDUCT to be awarded to such relator or relator's counsel pursuant to provisions of state or federal law, or that are otherwise agreed by the STATE to be paid to any such relator or relator's counsel, and that none of the RELEASED PARTIES shall have any responsibility to pay any such amounts in any manner arising from the COVERED CONDUCT awarded or agreed to be paid to such relators or their counsel. The STATE agrees and commits to resolving any such amounts in any manner arising from the COVERED CONDUCT awarded or agreed to be paid to such relator or relator's counsel using the proceeds paid under this AGREEMENT.
- F. The LUPIN DEFENDANTS agree to submit to the jurisdiction of Texas courts in any proceeding to enforce this AGREEMENT.

- G. Within ninety-one (91) days of the STATE's receipt of the payment of the total SETTLEMENT AMOUNT, the STATE and RELATOR shall file a non-suit with prejudice dismissing the LAWSUIT.
- H. Subject to Paragraph III.J below and in exchange for the consideration described herein (including payment in full of the SETTLEMENT AMOUNT), the STATE and RELATOR, as of the EFFECTIVE DATE, fully and finally, and to the greatest extent allowed by law, release, discharge, and covenant not to sue the RELEASED PARTIES for any civil, regulatory, and/or administrative or other claim, action, suit, demand, right, cause of action, liability, judgment, damage, loss, or proceeding (including, without limitation, remedies, restitution, damages, attorneys' fees, expert and consultant fees, fines, penalties, costs, interest, and expenses of every kind and however denominated) the STATE or RELATOR have asserted, may have asserted, or could have asserted under any source of law, contract, in equity or other right, in any manner arising from the COVERED CONDUCT. In addition, the STATE agrees that it will not initiate, prosecute, direct, recommend, or maintain any action or other proceeding, including by way of example and not limitation, civil investigative demands, against the RELEASED PARTIES arising from the COVERED CONDUCT on behalf of itself or the United States. In addition, the STATE agrees that it will not initiate, prosecute, direct, recommend, or maintain any action or proceeding against the RELEASED PARTIES seeking exclusion from the Texas Medicaid Program or any other administrative action or sanction arising from the COVERED CONDUCT. Excluding documents, data, and information identified in paragraph DD of this AGREEMENT, this AGREEMENT does not prevent the STATE from

discussing, communicating, or sharing information with other states or federal agencies. This AGREEMENT is not intended to release claims or causes of action unrelated to the COVERED CONDUCT.

- I. The LUPIN DEFENDANTS fully and finally, and to the greatest extent allowed by law, as of the EFFECTIVE DATE, release the STATE from any claims based on events occurring prior to the EFFECTIVE DATE (including attorneys' fees, costs, and expenses of every kind and however denominated) which the LUPIN DEFENDANTS have asserted, may have asserted, could have asserted, or may assert in the future against the STATE, arising from the COVERED CONDUCT and the STATE's investigation and prosecution thereof. Further, the LUPIN DEFENDANTS, as of the EFFECTIVE DATE, fully and finally release RELATOR and its agents and attorneys from any claims based on events occurring prior to the EFFECTIVE DATE (including attorneys' fees, costs, and expenses of every kind and however denominated) which the LUPIN DEFENDANTS asserted, could assert, or may assert in the future against RELATOR and its agents and attorneys, arising from the COVERED CONDUCT and the investigation and prosecution thereof. This AGREEMENT is not intended to release claims or causes of action unrelated to the COVERED CONDUCT.

- J. Notwithstanding any other terms of this AGREEMENT, including the releases in Paragraphs III.H and III.I above, any and all of the following are specifically reserved and excluded from the scope and terms of this AGREEMENT, and from the scope and terms of the Releases, as to any entity or person, including the PARTIES:

1. Any claim based upon an obligation created by this AGREEMENT;

2. Any claim based upon an express or implied product or service warranty claim or for defective or deficient products or services any of the LUPIN DEFENDANTS provided;
3. Any claim the STATE may assert, including claims on behalf of individual consumers, or state program payors, against any person or entity, including any of the RELEASED PARTIES, under any statute, regulation, or rule not covered by the release in Paragraph III.H above, including but not limited to, claims for any and all of the following: (i) state or federal antitrust violations; or (ii) unfair or deceptive acts and practices or violations of consumer protection laws;
4. Any claim related to off-label marketing, product misbranding, kickbacks, or misrepresentations or concealment of information about the safety, efficacy or appropriate use of any of the LUPIN DEFENDANTS' products, including the COVERED DRUGS;
5. The subrogation rights to claims for personal injury or property damage arising from usage of any of the LUPIN DEFENDANTS' products by a participant in the Medicaid Program;
6. Any claim based on a failure to deliver products or services due;
7. Any claim arising from any of the LUPIN DEFENDANTS' obligation to pay rebates to the STATE under any law or contract, including, but not limited to, under the provisions of the Omnibus Budget Reconciliation Act of 1990 ("OBRA 90");
8. Any criminal liability not specifically released by this AGREEMENT;

9. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code) or any state tax or revenue law; or
10. Any liability to the STATE for any conduct other than the COVERED CONDUCT.
- K. This AGREEMENT is intended to be solely for the benefit of the PARTIES and persons and entities released and, except as stated herein, the PARTIES do not by this instrument release any claims against any other person or entity, including any individual or entity that purchased drugs or pharmaceutical products from LUPIN DEFENDANTS. No word, term, phrase or definition in this AGREEMENT is or may be used for the benefit of any person, entity or litigant who is not a signatory to, or released by this AGREEMENT.
- L. PLAINTIFFS hereby agree that this AGREEMENT, and any and all negotiations, documents, and discussions associated with this AGREEMENT shall be without prejudice to the rights of any Party, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or any potential violation of law, or of any liability or misrepresentation or wrongdoing by the RELEASED PARTIES or of the truth or the infirmity of any of the claims or allegations of the PLAINTIFFS, and evidence thereof shall not be discoverable or used directly or indirectly by PLAINTIFFS in any way (except that the provisions of this AGREEMENT may be used by the PARTIES to enforce its terms), whether in Texas or in any other forum. PLAINTIFFS agree that they will not urge or seek to admit this AGREEMENT as evidence of any fault or liability of the RELEASED PARTIES in any investigation, administrative claim, action, suit or proceeding, or federal or state court or arbitration proceeding.

- M. PLAINTIFFS represent to LUPIN DEFENDANTS that no interest in any claim herein released has been assigned by them to any third party.
- N. Nothing in this AGREEMENT is a waiver of the STATE's sovereign immunity, except as to a proceeding to enforce this AGREEMENT, and as to any such proceeding to enforce this AGREEMENT, the STATE acknowledges that sovereign immunity has been waived.
- O. Any Party may enforce the terms of this AGREEMENT in the District Courts of Travis County, Texas, which shall have exclusive jurisdiction and venue over any such action.
- P. This AGREEMENT constitutes the complete agreement between the PARTIES with regard to the settlement of the LAWSUIT. This AGREEMENT may not be amended or modified except by a writing signed by all PARTIES.
- Q. Each Party will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this AGREEMENT.
- R. This AGREEMENT shall be governed by the laws of the State of Texas.
- S. This AGREEMENT shall be construed and interpreted to effectuate the PARTIES' intent, which is to resolve completely the PLAINTIFFS' allegations and claims regarding the COVERED CONDUCT.
- T. If any provision of this AGREEMENT, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this AGREEMENT, and application of such provision to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the PARTIES, which is to resolve

completely the PLAINTIFFS' allegations and claims regarding the COVERED CONDUCT.

- U. None of the PARTIES to this AGREEMENT shall be considered the drafter of this AGREEMENT or of any included provision for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.
- V. Lupin Limited and Lupin Pharmaceuticals, Inc. expressly warrant that they have reviewed their financial condition and that they are currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and they believe that they shall remain solvent upon payment of their respective portions of the SETTLEMENT AMOUNT and compliance with this AGREEMENT.
- W. If either Lupin Limited or Lupin Pharmaceuticals, Inc. fails to timely make its respective payment of the SETTLEMENT AMOUNT pursuant to Paragraphs III.B and III.C, then Lupin Limited, Lupin Inc., and Lupin Pharmaceuticals, Inc. shall be jointly and severally liable for that unpaid, respective payment. If any LUPIN DEFENDANT fails to timely make its respective payment of the SETTLEMENT AMOUNT or INITIAL PAYMENT, then the remaining balance of the SETTLEMENT AMOUNT or INITIAL PAYMENT will immediately become due.
- X. Each Party represents that it freely and voluntarily enters this AGREEMENT without any degree of duress whatsoever.
- Y. Unless otherwise stated in writing subsequent to the EFFECTIVE DATE, all notifications and communications made pursuant to this AGREEMENT shall be submitted to the persons or entities listed below:

1. The STATE of Texas, for all purposes:

Office of the Attorney General of Texas
Raymond C. Winter
Chief, Civil Medicaid Fraud Division
P.O. Box 12548
Austin, Texas 78711-2548
Phone: (512) 936-1709
Fax: (512) 499-0712
Email: raymond.winter@texasattorneygeneral.gov
2. RELATOR Express Med Pharmaceuticals, Inc., for all purposes:

C. Jarrett Anderson
Anderson LLC
Texas Bar No. 00796124
1409 Wathen Avenue
Austin, TX 78703-2527
Telephone: (512) 619-4549
Facsimile: (512) 582-8545
E-Mail: Jarrett@anderson-llc.com
3. LUPIN DEFENDANTS, for all purposes:

Eric Nichols
Butler Snow LLP
515 Congress Ave. Suite 1900
Austin, TX 78701
Telephone: (737) 802-1807
Fax: (512) 708-1002
Eric.Nichols@butlersnow.com

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Maria Rivera
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Telephone: (602) 636-1300
Fax: (312) 862-2000
Mrivera@kirkland.com

- Z. The PARTIES have read the AGREEMENT and accept and agree to the provisions contained herein and have caused this AGREEMENT to be signed as of the day and date adjacent to their respective signatures. The individual signing this AGREEMENT on behalf of LUPIN DEFENDANTS represent and warrant that LUPIN DEFENDANTS authorize him or her to execute this AGREEMENT. The undersigned STATE signatories represent that they are signing this AGREEMENT in their official capacities and that they are authorized to execute this AGREEMENT and to compromise the claims of the STATE. The Chief Counsel for the Texas Health and Human Services Commission (“HHSC”) concurs with the aspects of this AGREEMENT that are within her authority.
- AA. The PARTIES represent and acknowledge that in entering into this AGREEMENT they are not relying on any promises or representations other than those expressly set forth in this AGREEMENT. The PARTIES understand, acknowledge, and agree that (i) they have each performed an independent investigation of the allegations of fact and law surrounding this matter; and (ii) they each may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this AGREEMENT. Nevertheless, it is the PARTIES’ intention to resolve their disputes pursuant to the terms of this AGREEMENT and thus, in furtherance of their intentions, the AGREEMENT shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and the AGREEMENT shall not be subject to rescission or modification by reason of any such discovery or change.
- BB. The waiver of any rights conferred by this AGREEMENT shall be effective only if made in writing by the waiving Party. The waiver by any Party of any breach of

this AGREEMENT shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneously with this AGREEMENT.

- CC. This AGREEMENT may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same AGREEMENT. Faxed and portable document format (“PDF”) signatures will suffice.
- DD. Each Party agrees to perform such further acts and to execute and to deliver such further documents as may reasonably be necessary to carry out this AGREEMENT.
- EE. The PARTIES agree that within 90 days of payment of the SETTLEMENT AMOUNT, they shall return to the producing Party or destroy (and certify in writing the destruction of) all documents, data, and other information produced in connection with the STATE’s Civil Investigative Demands and/or the LAWSUIT. The PARTIES are not required to destroy documents, data, and/or other information that were already in the PARTIES’ possession prior to the STATE’s Civil Investigative Demands and/or the LAWSUIT.

STATE of TEXAS
Office of the Attorney General

By: Ray Winter / by commission
Date: 11/15/19 *MPM*

Raymond C. Winter
Chief, Civil Medicaid Fraud Division
Assistant Attorney General
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548

**Texas Health & Human Services
Commission**

By: Karen Ray
Date: 10/24/2019

Karen Ray
Chief Counsel
Texas Health & Human Services
Commission
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, Texas 78751-2316

LUPIN DEFENDANTS

By: _____

Date: _____
Lupin Limited

By: _____

Date: _____
Lupin, Inc.

By: _____

Date: _____
Lupin Pharmaceuticals, Inc.

**RELATOR EXPRESS MED
PHARMACEUTICALS, INC.**

Date: _____

**COUNSEL FOR RELATOR EXPRESS
MED PHARMACEUTICALS, INC**

Date: _____

C. Jarrett Anderson
Anderson LLC
1409 Wathen Avenue
Austin, TX 78703-2527

STATE of TEXAS
Office of the Attorney General

By: _____

Date: _____

Raymond C. Winter
Chief, Civil Medicaid Fraud Division
Assistant Attorney General
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548

**Texas Health & Human Services
Commission**

By: _____

Date: _____

Karen Ray
Chief Counsel
Texas Health & Human Services
Commission
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, Texas 78751-2316

LUPIN DEFENDANTS

By: _____

Date: _____
Lupin Limited

By: _____

Date: _____
Lupin, Inc.

By: _____

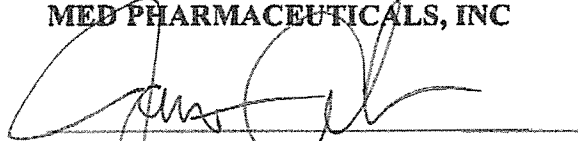
Date: _____
Lupin Pharmaceuticals, Inc.

**RELATOR EXPRESS MED
PHARMACEUTICALS, INC.**



Date: 10-29-2019

**COUNSEL FOR RELATOR EXPRESS
MED PHARMACEUTICALS, INC**



Date: 10/29/19

C. Jarrett Anderson
Anderson LLC
1409 Wathen Avenue
Austin, TX 78703-2527

STATE of TEXAS
Office of the Attorney General

By: _____

Date: _____

Raymond C. Winter
Chief, Civil Medicaid Fraud Division
Assistant Attorney General
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548

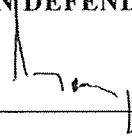
**Texas Health & Human Services
Commission**

By: _____

Date: _____

Karen Ray
Chief Counsel
Texas Health & Human Services
Commission
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, Texas 78751-2316

LUPIN DEFENDANTS

By:  Sunil Makheria
President - Finance
Date: _____
Lupin Limited

By: _____

Date: _____
Lupin, Inc.

By: _____

Date: _____
Lupin Pharmaceuticals, Inc.

**RELATOR EXPRESS MED
PHARMACEUTICALS, INC.**

Date: _____

**COUNSEL FOR RELATOR EXPRESS
MED PHARMACEUTICALS, INC**

Date: _____

C. Jarrett Anderson
Anderson LLC
1409 Wathen Avenue
Austin, TX 78703-2527

STATE of TEXAS
Office of the Attorney General

By: _____

Date: _____

Raymond C. Winter
Chief, Civil Medicaid Fraud Division
Assistant Attorney General
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548

**Texas Health & Human Services
Commission**

By: _____

Date: _____

Karen Ray
Chief Counsel
Texas Health & Human Services
Commission
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, Texas 78751-2316

LUPIN DEFENDANTS

By: _____

Date: _____

Lupin Limited

By: Sean Moriarty
SEAN MORIARTY, SECRETARY
Date: 15 NOV 2019
Lupin, Inc.

By: Sean Moriarty
SEAN MORIARTY, SECRETARY
Date: 15 NOV 2019
Lupin Pharmaceuticals, Inc.

**RELATOR EXPRESS MED
PHARMACEUTICALS, INC.**

Date: _____

**COUNSEL FOR RELATOR EXPRESS
MED PHARMACEUTICALS, INC**

Date: _____

C. Jarrett Anderson
Anderson LLC
1409 Wathen Avenue
Austin, TX 78703-2527