

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

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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

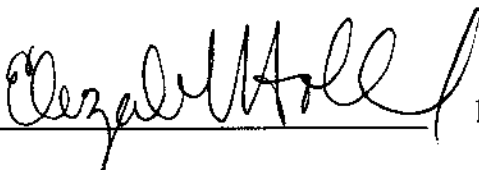
attorneys and those persons in active concert or participation with Teva or its Affiliates, are permanently enjoined from infringing the Purdue Patents, including but not limited to, the making, using, offering to sell, selling or importing Existing Teva Oxycodone Products pursuant to the Teva US ANDAs.

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.

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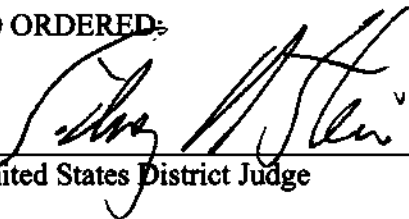
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The Purdue Frederick Company  
The P.F. Laboratories, Inc. and  
The Purdue Pharma Company  
and Counterclaim Defendant,  
Euro-Celtique S.A.*

Dated: , 2006

SO ORDERED:

  
United States District Judge

**THIS DOCUMENT WAS ENTERED  
ON THE DOCKET ON \_\_\_\_\_**