

## **SETTLEMENT AGREEMENT**

### **I. PARTIES**

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services, the Defense Health Agency, acting on behalf of the TRICARE Program; the Office of Personnel Management, which administers the Federal Employees Health Benefits Program (FEHBP); the Office of Workers Compensation Programs of the United States Department of Labor (DOL-OWCP); and the United States Department of Veteran Affairs (collectively, the “United States”); Reckitt Benckiser Group plc and Reckitt Benckiser LLC, formerly d/b/a Reckitt Benckiser Inc. (collectively, “RB Group”), and Stefan Kruszewski, The Stuart J. Finkelstein Trust, by and through its Trustee, Robert A. Finkelstein, Ann Marie Williams, Gail Scott, Christina Lemons, Mitchel Greene (collectively, “Relators”) (hereafter, the United States, RB Group and Relators are collectively referred to as “the Parties”), through their authorized representatives.

### **II. RECITALS**

A. Reckitt Benckiser Group plc is an English public limited company headquartered in Slough, England, the United Kingdom. Reckitt Benckiser LLC is a subsidiary of Reckitt Benckiser Group plc and is headquartered in New Jersey. At all relevant times through December 23, 2014, Reckitt Benckiser Pharmaceuticals, Inc. was a subsidiary of RB Group, that distributed, marketed, and sold pharmaceutical products in the United States, including a drug sold under the trade names Suboxone Sublingual Tablet (“Suboxone Tablet”) and Suboxone Sublingual Film (“Suboxone Film”) (collectively, “Suboxone”). Suboxone contains a combination of buprenorphine (an opioid) and naloxone (an opioid antagonist) and was approved to suppress opioid withdrawal symptoms as part of a complete treatment plan to include

counseling and psychosocial support. In 2014, Reckitt Benckiser Pharmaceuticals, Inc. was spun off as a separate corporation and renamed Indivior, Inc.

B. The following *qui tam* actions have been filed against RB Group and related corporate entities pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C.

§ 3730(b) (the “Civil Actions”):

- *United States ex rel. Kruszewski v. UNDER SEAL*, No. XX-cv-XXXX (D.N.J.)
- *United States ex rel. Finkelstein v. Reckitt Benckiser Pharms., Inc.*, No. 1:14-cv-0059 (W.D. Va.)
- *United States ex rel. Williams v. Reckitt Benckiser, Inc.*, No. 1:13-cv-00036 (W.D. Va.)
- *United States ex rel. Scott v. UNDER SEAL*, No. XX-cv-XXXX (D.N.J.)
- *United States ex rel. Lemons v. Reckitt Benckiser Pharms.*, No. 1:15-cv-00016 (W.D. Va.)
- *United States ex rel. Greene v. UNDER SEAL*, No. XX-cv-XXXX (D.N.J.)

The United States partially intervened in the Civil Actions pending in the Western District of Virginia on August 1, 2018. The United States will partially intervene in the Civil Actions pending in the District of New Jersey on or after the execution of this Agreement.

C. The United States contends that RB Group directly or through its subsidiaries submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); the FEHBP, 5 U.S.C. §§ 8901-8914; and the following DOL-OWCP programs: the Federal Employees’ Compensation Act, 5 U.S.C. § 8101 *et seq.*, the Energy Employees Occupational Illness Compensation Program Act, 42 U.S.C. § 7384 *et seq.*, and the Black Lung Benefits Act, 30 U.S.C. § 901 *et seq.*; and caused purchases by the Veterans Health Administration, 38 U.S.C. Chapter 17 (collectively, the “Federal Healthcare Programs”).

D. RB Group will enter into a separate non-prosecution agreement with the United States Attorney's Office for the Western District of Virginia and the United States Department of Justice's Consumer Protection Branch.

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

F. The United States contends that it and the Medicaid Participating States have certain civil claims against RB Group, as specified in Paragraph III.2 below, for engaging in the following conduct between January 1, 2010, and December 31, 2014:

- (a) The United States contends that RB Group directly or through its subsidiaries knowingly promoted the sale and use of Suboxone to physicians who were writing prescriptions (a) without any counseling or psychosocial support, such that the prescriptions were not for a medically accepted indication; and (b) for uses that were unsafe, ineffective, and medically unnecessary and that were often diverted for uses that lacked a legitimate medical purpose. Such prescriptions lacking a legitimate medical purpose are also not for a medically accepted indication.
- (b) The United States contends that RB Group directly or through its subsidiaries knowingly promoted the sale or use of Suboxone Film using false and misleading claims that Suboxone Film was less subject to diversion and abuse than other buprenorphine products and that Suboxone Film was less susceptible to accidental pediatric exposure than Suboxone Tablets. Physicians relied on these false and misleading claims in prescribing Suboxone Film, and state Medicaid agencies relied on these false and misleading claims to their detriment in making formulary and prior authorization decisions.
- (c) The United States contends that RB Group directly or through its subsidiaries knowingly submitted a petition to the Food and Drug Administration on September 25, 2012, fraudulently claiming that Suboxone Tablet had been

discontinued “due to safety concerns” about the tablet formulation of the drug and took other steps to fraudulently delay the entry of generic competition for Suboxone in order to improperly control pricing of Suboxone, including pricing to federal healthcare programs.

As a result of the foregoing conduct, the United States alleges that RB Group knowingly caused false and/or fraudulent claims for Suboxone to be submitted to, or caused purchases by, the Federal Healthcare Programs. The conduct set forth in this Paragraph II.F is referred to as the “Covered Conduct.”

G. This Settlement Agreement is neither an admission of liability by RB Group nor a concession by the United States or the Relators that their claims are not well founded. RB Group denies the allegations in the Covered Conduct and in the Civil Actions.

H. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relators’ reasonable expenses, attorneys’ fees, and costs. Relators Scott and Lemons have also filed claims seeking relief under 31 U.S.C. § 3730(h).

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 agree and covenant as follows:

### **III. TERMS AND CONDITIONS**

1. RB Group shall pay to the United States and the Medicaid Participating States, collectively, the sum of Seven Hundred Million Dollars (\$700,000,000) (the “Settlement Amount”). The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the Effective Date of this Agreement, as defined below. This debt shall be discharged by payments to the United States and the Medicaid Participating States, under the following terms and conditions:

a. RB Group shall pay to the United States \$500,000,000 (the “Federal Settlement Amount”), of which \$250,000,000 constitutes restitution. The Federal Settlement Amount shall

be paid by electronic funds transfer pursuant to written instructions from the United States no later than 7 business days after the Effective Date of this Agreement.

b. RB Group shall deposit \$200,000,000 (the “Medicaid State Settlement Amount”) into one or more interest-bearing money market or bank accounts that are held in the name of RB Group or a subsidiary of RB Group, but segregated from other RB Group accounts (the “State Settlement Accounts”) no later than 7 business days after the Effective Date of this Agreement, and make payment from the State Settlement Accounts to the Medicaid Participating States pursuant to written instructions from the NAMFCU Negotiating Team and under the terms and conditions of the Medicaid State Settlement Agreements that RB Group will enter into with the Medicaid Participating States.

2. Subject to the exceptions in Paragraph III.4 (concerning excluded claims) below, and conditioned upon RB Group’s full payment of the Federal Settlement Amount and full deposit of the Medicaid State Settlement Amount pursuant to Paragraph III.1(b), the United States releases Reckitt Benckiser Group plc, and any and all current affiliated entities, including but not limited to Reckitt Benckiser LLC (formerly d/b/a Reckitt Benckiser Inc.), Reckitt Benckiser Healthcare (UK) LTD., Reckitt Benckiser (North America) Inc., and Reckitt Benckiser USA General Partnership (collectively, the “Released Entities”), from any civil or administrative monetary claim the United States has 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; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; any statutory provision creating a cause of action for civil damages or civil penalties which the Civil Division of the Department of Justice has actual or present authority to assert and compromise pursuant to 28 C.F.R. Pt. 0, Subpart I, 0.45(d); or any common law theories, including payment by mistake, unjust enrichment, fraud, nuisance, or negligent entrustment. This Paragraph III.2 does not

release any claims the United States may have against Indivior PLC, Indivior Inc. (f/k/a Reckitt Benckiser Pharmaceuticals, Inc.), or their predecessors, or their current subsidiaries, or any of their former subsidiaries not currently owned by Reckitt Benckiser Group plc (collectively, “Indivior”).

3. Conditioned upon RB Group’s full payment of the Federal Settlement Amount and full deposit of the Medicaid State Settlement Amount pursuant to Paragraph III.1(b), Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release the Released Entities from any civil monetary claim the Relators have on behalf of the United States under the False Claims Act, 31 U.S.C. §§ 3729-3733. Each Relator represents and warrants that he or she and his or her counsel are the exclusive owner of the rights, claims, and causes of action herein released and none of them have previously assigned, reassigned, or transferred or purported to assign, reassign or transfer, through bankruptcy or by any other means, any or any portion of any claim, demand, action, cause of action, or other right released or discharged under this Agreement except between themselves and their counsel. Claims asserted by Relators on behalf of Medicaid Participating States shall be released under the terms and conditions of the Medicaid State Settlement Agreements that RB Group will enter into with the Medicaid Participating States. This Paragraph III.3 does not release any claims Relators may have: (a) for reasonable attorneys’ fees, expenses and costs pursuant to 31 U.S.C. § 3730(d) and/or analogous laws of the Medicaid Participating States; (b) against Indivior or any defendant named in the Civil Actions other than the Released Entities; (c) under the California Insurance Frauds Prevention Act, Cal. Ins. Code § 1871.7, *et seq.*, the Illinois Insurance Claims Frauds Prevention Act, 740 Ill. Comp. Stat. § 92, *et seq.*, the City of Chicago False Claims Act, Municipal Code of Chicago § 1-22-010, *et seq.*, and/or the New York City False Claims Act, New York City

Administrative Code § 7-801, *et seq.*; and (d) under 31 U.S.C. § 3730(h) (collectively, the “Unreleased Claims”).

4. Notwithstanding the releases given in Paragraphs III.2 and III.3 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. Any administrative liability, including mandatory or permissive exclusion from Federal health care programs;
- 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 of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- j. Any liability for the claims or conduct alleged in the operative complaints provided by the United States to counsel for RB Group in connection with the negotiation of this Agreement in the following *qui tam* actions, and no setoff related to amounts paid under this Agreement shall be applied to any recovery in connection with either of these actions:

- *United States ex rel. Miller v. Reckitt Benckiser Group PLC*, Case No. 1:15-cv-00017-JPJ-PMS (W.D. Va.); and
- *Sealed v. Sealed*, Case No. X:XX-cv-XXXX (S.D.N.Y.); and

k. Any liability of Indivior. However, the United States and the Relators shall not seek further recovery from RB Group arising out of a civil judgment against Indivior for the Covered Conduct. This provision shall not affect any rights or claims that may exist between Indivior and RB Group.

5. RB Group agrees that the Settlement Amount and this Agreement are fair, adequate, and reasonable pursuant to 31 U.S.C. § 3730(c)(2)(B) and agrees to take reasonable and necessary steps to defend this Agreement.

6. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement and agree and confirm that the Settlement Amount and this Agreement are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C.

§ 3730(c)(2)(B). In connection with this Agreement and the Civil Actions, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Actions, nor any dismissal of the Civil Actions, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(b)(5), (d)(3) and (e), bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that a Relator should receive of the Settlement Amount, and that no agreements between the United States and Relators concerning Relator share have been reached to date.



7. RB Group waives and shall not assert any defenses RB Group 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.

8. RB Group 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 RB Group 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.

9. RB Group fully and finally releases Relators from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that RB Group has asserted, could have asserted, or may assert in the future against Relators, related to the Covered Conduct and Relators' investigation and prosecution thereof. RB Group reserves all rights and defenses with respect to Relators' unreleased claims, including requests for expenses, attorneys' fees and costs, in their respective cases.

10. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Federal Healthcare Program or any state payer related to the Covered Conduct; and RB Group agrees not to resubmit to any Federal Healthcare Program or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

11. RB Group 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 RB Group, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement and any related non-prosecution agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) RB Group'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 and any non-prosecution agreement; and
- (5) the payment RB Group makes to the United States pursuant to this Agreement and any payments that RB Group may make to any Relator, including costs and attorneys' fees

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and FEHBP (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by RB Group, and RB Group 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 RB Group or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: RB Group 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 RB Group or any of its current 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. RB Group agrees that the United States, at a minimum, shall be entitled to recoup from RB Group 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 RB Group or any of its current subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on RB Group or any of its current 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 RB Group's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

12. RB Group agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, RB Group shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. RB Group further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf. RB Group's cooperation is subject to applicable laws and regulations, including relevant data privacy and national security laws and regulations.

13. 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 III.14 (waiver for beneficiaries paragraph), below.

14. RB Group 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 payors based upon the claims defined as Covered Conduct.

15. Upon receipt of the Federal Settlement Amount, above, Stipulations of Dismissal as to RB Group shall be filed in the Civil Actions pursuant to Rule 41(a)(1). Such dismissals shall be: (1) with prejudice to the Relators with respect to all claims asserted on behalf of the

United States under the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) with prejudice to the United States with respect to the Covered Conduct; and (3) without prejudice to the United States with respect to all other claims. The dismissals shall be conditioned on the courts retaining jurisdiction over Relators' claims for a share of the Federal Settlement Amount pursuant to 31 U.S.C. § 3730(d)(1) and Relators' Unreleased Claims. Stipulations of Dismissal as to RB Group with respect to claims asserted on behalf of Medicaid Participating States shall be filed under the terms and conditions of the Medicaid State Settlement Agreements that RB Group will enter into with the Medicaid Participating States.

16. Other than Relators' rights, if any, to seek reasonable attorneys' fees, expenses and costs pursuant to their Unreleased Claims, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

17. 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.

18. 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 Western District of Virginia. 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.

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

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

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

22. This Agreement is binding on RB Group's successors, transferees, heirs, and assigns.

23. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

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

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

**THE UNITED STATES OF AMERICA**

DATED: 7/10/2019

BY: 

DANIEL P. BUBAR  
First Assistant United States Attorney  
Western District of Virginia  
Attorney for the United States, Acting Under Authority  
Conferred by 28 U.S.C. § 515

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

CRAIG CARPENITO  
United States Attorney  
District of New Jersey

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

EDWARD C. CROOKE  
Assistant Director  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

THE UNITED STATES OF AMERICA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

DANIEL P. BUBAR  
First Assistant United States Attorney  
Western District of Virginia  
Attorney for the United States, Acting Under Authority  
Conferred by 28 U.S.C. § 515

DATED: 7/10/19

BY:  \_\_\_\_\_

CRAIG CARPENITO  
United States Attorney  
District of New Jersey

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

EDWARD C. CROOKE  
Assistant Director  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice



THE UNITED STATES OF AMERICA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

DANIEL P. BUBAR  
First Assistant United States Attorney  
Western District of Virginia  
Attorney for the United States, Acting Under Authority  
Conferred by 28 U.S.C. § 515

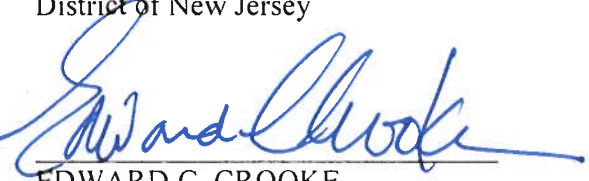
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BY: \_\_\_\_\_

CRAIG CARPENITO  
United States Attorney  
District of New Jersey

DATED: 7/11/19

BY: \_\_\_\_\_

  
EDWARD C. CROOKE  
Assistant Director  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 7/10/2017 BY: *Lisa M. Re*  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
LEIGH A. BRADLEY  
General Counsel  
Defense Health Agency  
United States Department of Defense

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
EDWARD M. DEHARDE  
Assistant Director of Federal Employee  
Insurance Operations  
Healthcare and Insurance  
United States Office of Personnel Management

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
JENNIFER VALDIVIESO  
Deputy Director of Program and System Integrity  
Division of Federal Employees' Compensation  
Office of Workers' Compensation Programs  
United States Department of Labor

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

DATED: 07/10/2019

BY: BLEY.PAUL.NICHOL  
AS.1099873821

LEIGH A. BRADLEY  
for General Counsel  
Defense Health Agency  
United States Department of Defense

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

EDWARD M. DEHARDE  
Assistant Director of Federal Employee  
Insurance Operations  
Healthcare and Insurance  
United States Office of Personnel Management

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JENNIFER VALDIVIESO  
Deputy Director of Program and System Integrity  
Division of Federal Employees' Compensation  
Office of Workers' Compensation Programs  
United States Department of Labor

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

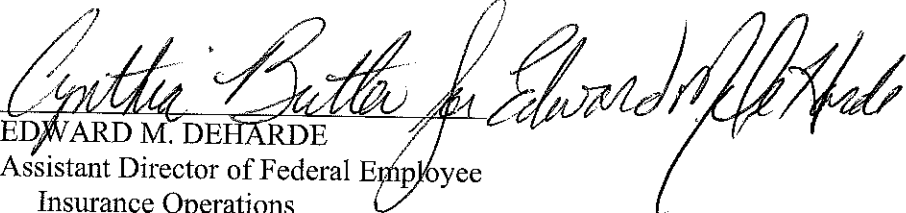
DATED: \_\_\_\_\_

BY: \_\_\_\_\_

LEIGH A. BRADLEY  
General Counsel  
Defense Health Agency  
United States Department of Defense

DATED: 7/10/2019

BY: \_\_\_\_\_

  
EDWARD M. DEHARDE  
Assistant Director of Federal Employee  
Insurance Operations  
Healthcare and Insurance  
United States Office of Personnel Management

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JENNIFER VALDIVIESO  
Deputy Director of Program and System Integrity  
Division of Federal Employees' Compensation  
Office of Workers' Compensation Programs  
United States Department of Labor

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

LEIGH A. BRADLEY  
General Counsel  
Defense Health Agency  
United States Department of Defense

DATED: \_\_\_\_\_

BY: \_\_\_\_\_


EDWARD M. DEHARDE  
Assistant Director of Federal Employee  
Insurance Operations  
Healthcare and Insurance  
United States Office of Personnel Management


DATED: 7-10-2019

BY: *Jennifer Valdivieso*

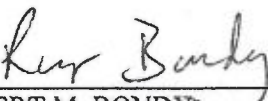
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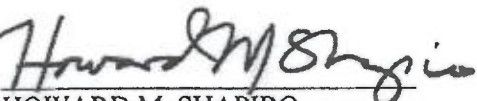
**RECKITT BENCKISER GROUP PLC**

DATED: 11 July '19 BY:   
RUPERT M. BONDY  
Senior Vice President, General Counsel,  
and Company Secretary

DATED: July 11, 2019 BY:   
HOWARD M. SHAPIRO  
Counsel for Reckitt Benckiser Group plc

**RECKITT BENCKISER LLC**

DATED: 11 July '19 BY:   
RUPERT M. BONDY  
Authorized Representative

DATED: July 11, 2019 BY:   
HOWARD M. SHAPIRO  
Counsel for Reckitt Benckiser LLC

**RELATOR STEFAN KRUSZEWSKI**

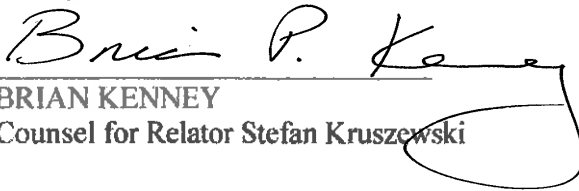
DATED: 10 July  
2019

BY:

  
\_\_\_\_\_  
STEFAN KRUSZEWSKI  
Relator

DATED: July 10, 2019

BY:

  
\_\_\_\_\_  
BRIAN KENNEY  
Counsel for Relator Stefan Kruszewski

**RELATOR THE STUART J. FINKELSTEIN TRUST,**  
**BY AND THROUGH ITS TRUSTEE ROBERT A. FINKELSTEIN**

DATED: June 10, 2019

BY:



\_\_\_\_\_  
ROBERT A. FINKELSTEIN  
Trustee for Relator

DATED: June 10, 2019


BY:



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WILLIAM K. HANAGAMI  
Counsel for Relator The Stuart J Finkelstein Trust




**RELATOR ANN MARIE WILLIAMS**

DATED: 7/10  
19 BY:   
ANN MARIE WILLIAMS  
Relator

DATED: 7/10/2019 BY:   
KENNETH YOFFY  
Counsel for Relator Ann Marie Williams

**RELATOR GAIL SCOTT**

DATED: 7/10/19

BY:   
GAIL SCOTT  
Relator

DATED: 7/10/2019


BY:   
W. SCOTT SIMMER  
Counsel for Relator Gail Scott

**RELATOR CHRISTINA LEMONS**

DATED: 7/10/19

BY:   
CHRISTINA LEMONS  
Relator

DATED: 7/10/2019

BY:   
CHARLES H. RABON, JR.  
JOHN P. LEADER  
Counsel for Relator Christina Lemons

**RELATOR MITCHEL GREENE**

DATED: 7/10/19

BY: Mitchel S. Greene  
MITCHEL GREENE  
Relator

DATED: 7/10/19

BY: Joseph Gentile  
JOSEPH GENTILE  
Counsel for Relator Mitchel Greene