

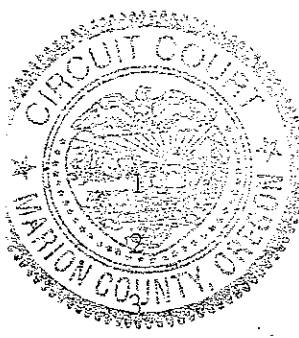
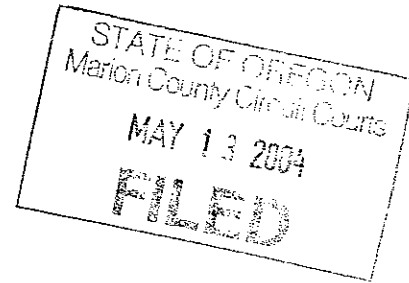
STATE OF OREGON } ss
County of Marion }

The foregoing copy has been compared
and is certified by me as a full, true and
correct copy of the original on file in my
office and in my custody.

In Testimony Whereof, I have hereunto set
my hand and affixed the seal of the

Court on: 5-13-04 EXHIBIT A
TRIAL COURT ADMINISTRATOR

By: [Signature]



4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF MARION

6 IN THE MATTER OF WARNER-
7 LAMBERT COMPANY, LLC.

Case No. 04C14403

8 ORDER GOVERNING THE
9 ADMINISTRATION OF MULTISTATE GRANT
AND ADVERTISING PROGRAM

10 THIS MATTER having come before the Court on the stipulation of the parties through an
11 Assurance of Voluntary Compliance, the Court having reviewed the pleadings and otherwise
12 being fully advised;

13 IT IS HEREBY ORDERED

14 1. The Settlement Accounts

15 1.1 This Order governs the creation and administration of the Settlement Account, the
16 Prescriber and Consumer Education Subaccount, the Advertising Subaccount and the Evaluation
17 Subaccount (hereinafter collectively "the Accounts") established pursuant to the Assurance of
18 Voluntary Compliance entered into by Warner-Lambert Company LLC ("Warner Lambert") and
19 the Signatory Attorneys General¹.

21
22 ¹ The Attorneys General of the states of Alabama, Alaska, Arizona, Arkansas, California,
23 Colorado, Delaware, Florida, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana,
24 Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska,
25 Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota,
26 Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota,
Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and
Wyoming. For the purposes of this agreement, when the entire group is referred to as "Signatory
Attorneys General," such designation, as it pertains to Connecticut, shall refer to the
Commissioner of the Department of Consumer Protection, who enters this Assurance of
Voluntary Compliance pursuant to the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat.
Sec. 42-110j, acting by and through his counsel, Richard Blumenthal, Attorney General for the

1 1.2 Within 10 days of receipt of the settlement fund established by paragraph 20 of
2 the Assurance of Voluntary Compliance, the Oregon Attorney General, on behalf of the
3 Multistate Working Group ("MSWG"), shall deposit twenty-eight million U.S. dollars
4 (\$28,000,000.00) into the Settlement Account established pursuant to Paragraph 20 of the
5 Assurance, and thereafter transferred into three interest bearing subaccounts: The Advertising
6 Subaccount, the Prescriber and Consumer Education Subaccount and the Evaluation Subaccount.
7 The Oregon Attorney General shall hold in trust all funds in the Accounts for the sole benefit of
8 the MSWG and the purposes delineated in the Assurance for such funds. Such funds and the
9 interest generated therefrom shall not be commingled with other funds. Distributions from the
10 Accounts shall be made only as permitted under this Order. Nothing herein shall prohibit the
11 addition of funds to the Accounts, provided that such additional sums remain subject to this
12 Order.
13

14 **2. The Prescriber and Consumer Education Subaccount**

15 2.1 Twenty-one million U.S. dollars (\$21,000,000.00) shall be paid from the
16 Settlement Account for use by the MSWG to develop the Prescriber and Consumer Education
17 Program. The fund subaccount that shall finance the Prescriber and Consumer Education
18 Program shall be known as the Prescriber and Consumer Education Subaccount.
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21 State of Connecticut. The chief legal officer of the District of Columbia is the Corporation
22 Counsel, who for uniformity shall also be referred to as "Attorney General." With regard to
23 Georgia, the Administrator of the Fair Business Practices Act, appointed pursuant to O.C.G.A.
24 Section 10-1-395, is statutorily authorized to undertake consumer protection functions, including
25 the acceptance of Assurances of Voluntary Compliance, for the State of Georgia. The term
26 "Attorneys General" as used herein, as it pertains to Georgia, refers to the Administrator of the
Fair Business Practices Act. With regard to Hawaii, Hawaii is represented by its Office of
Consumer Protection, an agency which is not part of the state Attorney General's Office, but
which is statutorily authorized to represent the State of Hawaii in consumer protection actions.
Hereafter, when the entire group is referred to as the "States" or "Attorneys general," such
designation as it pertains to Hawaii, refers to the Executive Director of the State of Hawaii
Office of Consumer Protection. For Montana, the acting agency is the Consumer Protection
Office.

1 2.2 Distributions from the Prescriber and Consumer Education Subaccount shall be
2 made at the discretion of a Special Committee composed of the Attorneys General (or their
3 authorized designees) that comprise the Neurontin Multistate Executive Committee² (MSEC)
4 and two Attorneys General (or their authorized designees) from the remaining members of the
5 MSWG which shall be selected on a biannual rotating basis, in the first instance by the Attorneys
6 General of the MSEC, and thereafter by the Attorneys General represented on the Special
7 Committee.
8

9 2.3 The Attorneys General that comprise the MSEC have selected the Attorneys
10 General of California and North Carolina to serve on the Special Committee for the first two
11 years.

12 2.4 The Special Committee may authorize expenditures in any amount necessary to
13 exhaust the fund within six years. However, the Special Committee has discretion to make
14 distributions for an additional period if additional time is necessary to identify qualified grant
15 recipients.
16

17 2.5 The initial distributions from the Prescriber and Consumer Education Subaccount
18 shall be made within eighteen months from the Effective Date of the Assurance.

19 2.6 Distributions from the Prescriber and Consumer Education Subaccount may be
20 made and approved, and distributions used, only for the purpose of funding programs designed to
21 educate prescribers and/or consumers relating to drug information, drug marketing, and the
22 conditions for which drugs are prescribed, as authorized by Paragraphs 27-29 of the Assurance
23 and by this Order.
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² Florida, New York, Ohio, Oregon, Texas and Vermont

1 2.7 The Special Committee shall give special consideration to programs that (i) relate
2 to medical and psychological conditions for which Neurontin was prescribed and/or to classes of
3 drugs used to treat these conditions; (ii) can demonstrate through objective criteria that their
4 proposal is likely to have a measurable impact on prescribers' access to relevant information
5 about drugs prescribed or on the health and/or welfare of consumers; (iii) provide national and
6 regional benefits as opposed to programs that benefit individual states.
7

8 2.8 The Special Committee shall strive to make distributions equitably to programs
9 throughout the MSWG states. However, this consideration will be secondary to the
10 considerations set forth in paragraph 2.7.

11 2.9 Distributions from the Prescriber and Consumer Education Subaccount may be
12 made to the following offices, agencies, organizations, and institutions located within the
13 MSWG states: individual states or a group of states or other governmental entities; academic
14 institutions; or not-for-profit organizations that have current section 501(c)(3) status from the
15 Internal Revenue Service and have expertise and experience in health-related or consumer
16 protection issues; provided that applications for distribution from such not-for-profit corporations
17 or entities are accompanied by written support for their request from a MSWG Attorney General
18 of a state in which the entity operates.
19

20 2.10 Recipients of grants shall use grant monies only to fund activities that have not
21 been funded previously or which, but for the receipt of the grant from the Prescriber and
22 Consumer Education Program, would not be fully funded. If an activity has been previously
23 funded, the grant recipient shall not use its grant from the Prescriber and Consumer Education
24 Program to supplant existing funding and shall only use it to fund shortfalls in existing funding.
25
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1 2.11 The Special Committee may consider the following factors, in addition to those
2 considerations described above and others which the Special Committee deems relevant, in
3 acting upon a request for distribution:

- 4 (a) the intended purpose of the grant;
- 5 (b) competing requests for grant funding;
- 6 (c) the financial ability of the intended grant recipient to obtain the requested goods,
7 services or funding assistance without grant funds;
- 8 (d) the anticipated public benefit to be served by approving the grant;
- 9 (e) the ability of the Special Committee to audit the use of the grant to ensure that the
10 grant is used solely for purposes authorized hereunder;
- 11 (f) the amount of previous grants made to a particular grant recipient and the use of
12 previous grants in accordance with the terms of the Assurance and this Order;
- 13 (g) the ability of the grant recipient to provide the Special Committee with a report
14 regarding the actual results obtained as a result of any grant; and,
- 15 (h) the academic institution or not-for-profit entity (or its principals if the entity has
16 not existed for three years) has previously successfully operated programs eligible
17 for funding by the Prescriber and Consumer Education Program.

18 2.12 The Special Committee may attach written conditions to the award of any grant
19 from the Prescriber and Consumer Education Program.

20 2.13 The Special Committee shall require each grant recipient, prior to receiving any
21 grant, to agree in writing to:

- 22 (a) comply with each and every order of the Court in connection with the Prescriber
23 and Consumer Education Program and the grant received;
- 24 (b) provide quarterly reports and a final report specifying how grant monies were
25 used and how the grant furthered the purposes of prescriber and consumer
26 education;
- (c) permit the Special Committee or its designee to conduct an unrestricted audit,
review, examination or inquiry concerning the grant and the use of grant funds,
and cooperate with any such inquiry by the Special Committee or its designee;
- (d) vigilantly safeguard the monies granted hereunder and maintain financial controls
sufficient to protect such monies and ensure that the use of monies fully comports

- 1 with the recipient's application for grant, and provide a detailed written
2 description of such financial controls upon request by the Special Committee;
- 3 (e) use the grant monies solely for the purposes set forth in the grant application and
4 return to the Prescriber and Consumer Education Program, within ten days of the
5 conclusion of the grant period, any monies not so used. The Special Committee
6 may designate, and require completion of, forms to satisfy the requirements of
7 this paragraph;
- 8 (f) certify, at the end of the conclusion of the grant period, that the grantee has
9 complied with the contractual provisions described in Section 2.17, below; and
- 10 (g) comply with any written condition(s) that the Special Committee has attached to
11 the grant.

12 **2.14** The Special Committee shall entertain requests for distribution from the
13 Prescriber and Consumer Education Subaccount.

14 **2.15** All requests for distribution shall be made in writing on a form approved by the
15 Special Committee, which the Special Committee shall provide to each Attorney General and
16 make available to others upon request.

17 **2.16** A majority vote of the members of the Special Committee shall be required for
18 any distribution from the Prescriber and Consumer Education Subaccount. The decisions of the
19 Special Committee shall be final and non-appealable.

20 **2.17** The Special Committee shall require in any contract with a grantee of the
21 Prescriber and Consumer Education Program that the grantee possesses, with respect to any
22 representation made in a public communication produced in connection with said grant,
23 substantial evidence or substantial clinical experience that substantiates the representation.

24 **2.18** When an application for a grant from the Prescriber and Consumer Education
25 Program is made by an Attorney General who is then a member of the Special Committee or by a
26 governmental agency within the same State as a member of the Special Committee, or by a non-
profit entity who submits support from said Attorney General who is a member of the Special
Committee, the Attorney General shall not participate in the discussion pertaining to the
application and shall not vote on the grant application.

2.19 The Special Committee may, upon vote by six members of the Special
Committee, retain experts and other vendors from the monies in the Prescriber and Consumer

1 Education Subaccount to assist in developing the criteria for grant applications as well as in
2 reviewing grant applications. The Special Committee may, upon vote by six members of the
3 Special Committee, also designate a person or entity to administer or help administer the
4 Prescriber and Consumer Education Subaccount on an annual, renewable basis. Such designee
5 may, for instance, provide assistance in evaluating the applications, provide notice of the
6 application process and accept applications for distribution on behalf of the Special Committee,
7 and assist in preparation of the Special Committee's annual report described herein.

8 **2.20** The Special Committee also may authorize payments from the Prescriber and
9 Consumer Education Subaccount to help defray reasonable administrative costs in connection
10 with the Prescriber and Consumer Education Program (whether incurred by the Special
11 Committee or by its designee, if any), which annual payment may be made from the interest
12 earned on the Prescriber and Consumer Education Subaccount. The administrative fee, if any,
13 shall be verified by the Special Committee as reasonable and appropriate for administrative costs
14 actually incurred.

15 **2.21** No individual State shall have any claim to the funds in the Prescriber and
16 Consumer Education Subaccount. Distributions from the foregoing Subaccount shall be made at
17 the discretion of the Special Committee and solely for the purposes outlined in the Assurance
18 and this Order.

19 **3. The Advertising Subaccount**

20 **3.1** Six million U.S. dollars (\$6,000,000.00), shall be paid from the Settlement
21 Account for use by the MSEC to develop the National Advertising Program on behalf of the
22 MSWG. The fund subaccount that shall finance the National Advertising Program shall be
23 known as the Advertising Subaccount. Such fund shall be administered by the MSEC.

24 **3.2** The National Advertising Program shall provide information to prescribers
25 regarding Neurontin and other drugs in the same therapeutic class, including, but not limited to,
26 by placing advertisements in medical journals.

1 3.3 The MSEC may retain experts and other vendors, including advertising agencies,
2 from the monies in the Advertising Subaccount to assist in the drafting, design and
3 implementation of the National Advertising Program on behalf of the MSWG.

4 3.4 Any advertisement or other public communication regarding Neurontin prepared
5 in connection with the National Advertising Program shall not be misleading or lacking in fair
6 balance, as defined in 21 CFR §202.1.

7 3.5 At the conclusion of the National Advertising Program as determined by the
8 MSEC, any portion of the monies provided for in Paragraph 3.1 of this Order that are not
9 expended in the National Advertising Program, pursuant to Paragraphs 3.2 and 3.3, shall be
10 transferred to the Prescriber and Consumer Education Subaccount.

11 3.6 No individual State shall have any claim to the funds in the Advertising
12 Subaccount. Distributions from the foregoing subaccount shall be made at the discretion of the
13 MSEC, and solely for the purposes outlined in this Assurance.

14 **4. The Evaluation Subaccount**

15 4.1 One million U.S. dollars (\$1,000,000.00) shall be paid from the Settlement
16 Account into the Evaluation Subaccount, created for the purpose of evaluating the effectiveness
17 of the National Advertising Program and the Prescriber and Consumer Education Program, and
18 of grantees' compliance with the requirements of the Prescriber and Consumer Education
19 Program. The Evaluation Subaccount shall be administered by the Special Committee. No
20 individual State shall have any claim to the funds in the Evaluation Subaccount. The Special
21 Committee may retain an expert or experts from the Evaluation Subaccount to conduct
22 evaluations of the effectiveness of the National Advertising Program and the Prescriber and
23 Consumer Education Program.
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1 4.2 Any portion of the monies provided for in Paragraph 4.1 of this Order that are not
2 expended in the Evaluation Program shall be transferred to the Prescriber and Consumer
3 Education Subaccount.

4 **5. Reporting**

5 5.1 Not less than once each year, the Special Committee shall compile a report, which
6 shall be made available to the MSWG, concerning the Prescriber and Consumer Education
7 Subaccount and the activities funded thereby. Such annual report shall include a report on the
8 following:

- 9 (a) the amount of money in the Prescriber and Consumer Education Subaccount, a
10 general description of how the funds are held, and the amount of interest
11 generated during the preceding year,
12 (b) the composition of the Special Committee, including the Attorneys General
13 designated to replace the members of the Special Committee that change
14 annually; and,
15 (c) the requests for distribution from the Prescriber and Consumer Education
16 Subaccount and the actions of the Special Committee upon such requests.

17 5.2 Not less than once each year, the Special Committee shall compile a report,
18 which shall be made available to the MSWG, concerning the Advertising Subaccount and the
19 Evaluation Subaccount and the activities funded thereby. Such annual report shall include a
20 report on the following:

- 21 (a) the amount of money in the accounts, a general description of how the funds are
22 held, and the amount of interest generated during the preceding year; and,
23 (b) the distributions from the accounts and the activities which the distributions
24 funded.

25 **6. General Provisions**

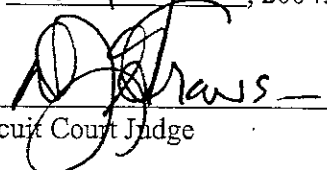
26 6.1 This Order is intended to define and determine the administration of the accounts
created under the Assurance of Voluntary Compliance In the Matter of Warner-Lambert LLC.

 6.2 All capitalized terms in this Order that are defined in the Assurance shall have the
same meaning in this Order as set forth in the Assurance.

1 7. Continuing Jurisdiction

2 The Oregon court shall maintain jurisdiction over this matter to alter or amend this Order
3 as justice so requires. Every Signatory Attorney General to the Assurance shall be permitted to
4 apply to the Oregon court to alter or amend this Order as justice so requires, and to otherwise
5 enforce this Order.

6 IT IS SO ORDERED this 13 day of May, 2004.

7 
8 Circuit Court Judge

9 Submitted by: David A. Hart
10 Assistant Attorney General
11 Of Attorneys for Plaintiff
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