

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

PURDUE PHARMA L.P.,)	
PURDUE PHARMACEUTICALS L.P.,)	
THE P.F. LABORATORIES, INC. and)	
RHODES TECHNOLOGIES,)	
)	
Plaintiffs,)	C.A. No. 17-450 (RGA)
v.)	
)	
ABHAI, LLC and KVK-TECH, INC.,)	
)	
Defendants.)	

**CONSENT JUDGMENT
BETWEEN
PURDUE PHARMA L.P., THE P.F. LABORATORIES, INC.,
PURDUE PHARMACEUTICALS L.P.,
RHODES TECHNOLOGIES,
AND ABHAI, LLC and KVK-TECH, INC.**

On consent of Purdue Pharma L.P., The P.F. Laboratories, Inc., Purdue Pharmaceuticals L.P. and Rhodes Technologies, and Abhai, LLC and KVK-Tech, Inc., and as settlement of this action between and among those parties, PURDUE PHARMA L.P., a limited partnership organized and existing under the laws of the State of Delaware, having a place of business at One Stamford Forum, 201 Tresser Boulevard, Stamford, Connecticut 06901, THE P.F. LABORATORIES, INC., a corporation organized and existing under the laws of the State of New Jersey, having a place of business at One Stamford Forum, 201 Tresser Boulevard, Stamford, Connecticut 06901, PURDUE PHARMACEUTICALS L.P., a limited partnership organized and existing under the laws of the State of Delaware, having a place of business at 4701 Purdue Drive, Wilson, North Carolina 27893 and RHODES TECHNOLOGIES, a general partnership organized and existing under the laws of the State of Delaware, having a principal place of business at 498 Washington Street, Coventry, Rhode Island 02816 (collectively, the “Purdue Companies”), and ABHAI, LLC, a limited liability company organized and existing

under the laws of the State of Florida, having a place of business at 194 Inlet Drive, St. Augustine, FL 32080, and KVK-TECH, INC., a corporation organized and existing under the laws of the State of Pennsylvania, having a place of business at 110 Terry Drive, Suite 200, Newton, PA 18940 (collectively, the “**Defendants**”) (the Plaintiffs and the Defendants being sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”), it is Ordered, Adjudged and Decreed as follows:

1. Terms used in this Consent Judgment and not otherwise defined shall have the meanings ascribed thereto in the Settlement Documents, dated as of December 22, 2017, by and among the Plaintiffs and the Defendants (the “**Settlement Documents**”).

U.S. Patent Nos. 9,492,389, 9,492,391, 9,492,392, 9,492,393 and 9,522,919 (collectively, the “**Specified Patents**”) are valid and enforceable with respect to any Oxycodone Products and any ANDA or 505(b)(2) Application for such products and, except for activities expressly permitted by the License granted pursuant to the Patent License Agreement, the Specified Patents are infringed by the Abhai ANDA and the Abhai Products.

Unless otherwise expressly permitted pursuant to the terms of the Settlement Documents, the Defendants will not, prior to the Terminal Date, directly or indirectly, alone or in cooperation with any other person, make, have made, use, offer to sell, sell, import, market, distribute, participate in the profits of or indemnify others with respect to, any Oxycodone Product in the Territory.

Except as provided for or may be agreed to in writing by the Plaintiffs and the Defendants in the Settlement Documents, from and after the Signing Date, the Defendants and their Associated Companies are enjoined from infringing the Specified Patents with respect to the Abhai ANDA and Abhai Products in the Territory.

Civil Action No. 17-450 (the “**Action**”), including all claims and counterclaims, is hereby dismissed with prejudice. The Defendants waive any possible antitrust or other claims against the Plaintiffs based on conduct or events that have occurred prior to the Signing Date relating to the Abhai ANDA and the Abhai Products and the Specified Patents, as well as any claims or counterclaims that could have been pleaded in the Action.

Except for the rights, agreements, covenants, waivers and releases specifically granted pursuant to the Settlement Documents, no other right, written or oral license or sublicense, covenant not to sue, waiver or release of future infringement or other written or oral authorization is or has been granted or implied by this Consent Judgment.

Except as the Parties have heretofore expressly provided for in writing, by virtue of this Consent Judgment, all claims and demands for relief prayed for by the Plaintiffs and the Defendants in the Action are deemed to be satisfied.

Subject to the provisions of the Settlement Documents, in addition to remedies for contempt of this Consent Judgment which the Plaintiffs or the Defendants, as the case may be, have, in the event of breach or violation by the other parties of the terms of this Consent Judgment, the non-breaching parties are entitled to appropriate injunctive relief against the breaching parties with respect to the breaching conduct solely upon a showing of a likelihood of success of establishing that such a breach occurred. The Parties agree that jurisdiction and venue for such an action exist in this District Court, and waive any and all defenses based on personal jurisdiction, subject matter jurisdiction and venue.

This Consent Judgment is entered pursuant to Rule 58 of the Federal Rules of Civil Procedure, and the Action is hereby dismissed without costs or attorney’s fees, save that this District Court shall retain jurisdiction over the Action, including, without limitation, over

implementation of, or disputes arising out of, this Consent Judgment or the settlement of the Action. A prevailing party shall be entitled to recover attorney's fees in any such proceeding occurring after the entering of this Consent Judgment in which the case is found to be an exceptional one.

Defendants may maintain or file Paragraph IV certifications in ANDA No. 207493 under 21 U.S.C. § 355(j)(2)(A)(vii)(IV) (as amended or supplemented) consistent with the Settlement Documents.

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December 22, 2017

SO ORDERED this 28 day of December, 2017.


UNITED STATES DISTRICT JUDGE