

CORP. and SENJU PHARMACEUTICAL CO.,
LTD.,

Plaintiffs,

v.

PADDOCK LABORATORIES, LLC, L.
PERRIGO COMPANY, and PERRIGO
COMPANY,

Defendants.

Civil Action No. 1:15-cv-00337-JBS-KMW

STIPULATED CONSENT JUDGMENT AND INJUNCTION

Whereas the parties in the above-captioned action have agreed to terms and conditions representing a negotiated settlement of this action and have set forth those terms and conditions in a Confidential Settlement and License Agreement (the “Settlement Agreement”),

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel of record, that:

1. In the event that the claims of Plaintiffs’ U.S. Patent No. 8,129,431 (“the ’431 patent”), U.S. Patent No. 8,669,290 (“the ’290 patent”), U.S. Patent No. 8,754,131 (“the ’131 patent”), U.S. Patent No. 8,871,813 (“the ’813 patent”), and U.S. Patent No. 8,927,606 (“the ’606 patent”) asserted against Defendants are not held invalid or unenforceable and in the absence of a license or other authorization from Plaintiffs, the ’431, ’290, ’131, ’813, and the

2. Defendants and anyone acting on the behalf of any of Defendants, except as expressly licensed by Plaintiffs in the Settlement Agreement, will be enjoined until expiration of the '431, '290, '131, '813, and '606 patents (or as otherwise provided in the Settlement Agreement) from (i) making, using, offering to sell, selling, or importing into the United States of America the Paddock Product, and (ii) participating in the profits from making, using, offering to sell, selling, or importing the Paddock Product in the United States, and (iii) indemnifying others with respect to any making, using, offering to sell, selling, or importing the Paddock Product in the United States.

3. Notwithstanding any provision of the foregoing, Defendants shall be entitled to contest the infringement, validity and/or enforceability of the '431, '290, '131, '813 and '606 patents in any future litigation, patent office proceeding, or otherwise over the '431, '290, '131, '813 or '606 patents pertaining to any product that is not the Paddock Product and is not the subject of the Paddock ANDA (as defined in the Settlement Agreement).

4. Each party will bear its own attorneys' fees and costs.

5. This Court will retain jurisdiction to enforce this Stipulated Consent Judgment and Injunction and the parties' related agreements resolving this matter.

6. Plaintiffs acknowledge that Defendants are entitled to maintain their Paragraph IV certification to the '431, '290, '131, '813, and '606 patents pursuant to 21 C.F.R. §

301 Carnegie Center
Princeton, New Jersey, 08543-5276
(609) 951-4193
chuderewicz@pepperlaw.com

Attorneys for Plaintiffs

*BAUSCH & LOMB INCORPORATED, BAUSCH &
LOMB PHARMA HOLDINGS CORP., and SENJU
PHARMACEUTICAL CO., LTD.*

Of Counsel:

Bryan C. Diner
Justin J. Hasford
FINNEGAN, HENDERSON,
FARABOW, GARRETT & DUNNER, LLP
901 New York Avenue, NW
Washington, DC 20001-4413
(202) 408-4000

CARELLA BYRNE

/s/ Melissa E. Flax

Melissa E. Flax
Michael Cross
CARELLA BYRNE CECCHI OLSTEIN BRODY
& AGNELLO, PC
5 Becker Farm Road
Roseland, NJ 07068
(973) 994-1700

Attorneys for Defendants

Wendy M. Ward
MERCHANT & GOULD PC
10 East Doty Street, Suite 600
Madison, WI 53703
608-280-6750

So Ordered this 5th day of June, 2015


Jerome B. Simandle
Jerome B. Simandle, Chief U.S. District Judge