

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

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

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

Plaintiffs,

v.

APOTEX INC. and APOTEX CORP.,

Defendants.

Civil Action No. 1:15-cv-00336-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:

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'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 '606 patents are valid, enforceable, and would be infringed by any unlicensed manufacture, sale, offer for sale, use, or importation in the United States of the generic product that is the subject of Defendants' Abbreviated New Drug Application Number 20-7334 (the "Apotex Product", as defined in the Settlement Agreement).

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 Apotex Product, and (ii) participating in the profits from making, using, offering to sell, selling, or importing the Apotex Product in the United States, and (iii) indemnifying others with respect to any making, using, offering to sell, selling, or importing the Apotex 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 Apotex Product and is not the subject of the Apotex ANDA (as defined in the Settlement Agreement).

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

certification to the '431, '290, '131, '813, and '606 patents pursuant to 21 C.F.R. § 314.94(a)(12)(v). Each Party acknowledges and agrees that the 30-month stay with respect to the approval of the Apotex ANDA under 21 U.S.C. § 355(j)(5)(B)(iii) is hereby terminated.

7. The Clerk of Court is directed to enter this Stipulated Consent Judgment and Injunction.

Dated: May 14, 2015

s/ Melissa A. Chuderewicz  
Melissa A. Chuderewicz  
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So Ordered this 15<sup>th</sup> day of May, 2015

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