

CAUSE NO. GV401286

THE STATE OF TEXAS	§	IN THE DISTRICT COURT OF
	§	
<i>ex rel.</i>	§	
	§	
VEN-A-CARE OF THE	§	
FLORIDA KEYS, INC.	§	
	§	
<i>Plaintiffs,</i>	§	TRAVIS COUNTY, TEXAS
v.	§	
	§	
ABBOTT LABORATORIES INC.,	§	
ABBOTT LABORATORIES,	§	
HOSPIRA, INC.,	§	
B. BRAUN MEDICAL INC., AND	§	
BAXTER HEALTHCARE	§	
CORPORATION	§	201 st JUDICIAL DISTRICT
<i>Defendants.</i>		

SETTLEMENT AGREEMENT AND RELEASE

Part I: Parties

This Settlement Agreement (the “Agreement”) is entered into by and between the STATE of TEXAS (“STATE”), Ven-A-Care of the Florida Keys, Inc. (“Relator”), (collectively referred to as “Plaintiffs”); and Baxter Healthcare Corporation, (referred to as “Baxter”) (the Plaintiffs and Baxter shall be collectively referred to as the “Parties”), through their authorized representatives.

Part II: Preamble

As a preamble to this Agreement, the Parties agree to the following:

A. BAXTER HEALTHCARE CORPORATION (“BAXTER”), is a corporation organized under the laws of Delaware with its principal offices in Deerfield, Illinois, and is

a wholly-owned subsidiary of Baxter International Inc. BAXTER has been served and has answered this suit.

B. Plaintiffs contend that the STATE has civil claims against BAXTER under the Texas Medicaid Fraud Prevention Act, TEX. HUM. RES. CODE ANN. chapter 36, and under common law for unlawful actions taken by BAXTER through the date this Agreement is executed, pertaining to the inclusion of certain of BAXTER's drugs on the Texas Drug Code Index ("TDCI"). BAXTER's drugs that are the subject of the captioned lawsuit are collectively referred to hereafter as the Covered Drugs, and are listed on **Exhibit A**, attached hereto and incorporated herein for all purposes. Specifically, Plaintiffs contend that BAXTER has committed unlawful acts, as defined by Tex. Hum. Res. Code Ann. § 36.002, in connection with the submission of pricing information to the Texas Vendor Drug Program ("VDP") for the purpose of including certain of BAXTER's Covered Drugs on the TDCI. The acts and omissions sued upon and which are subject to the release language in this Agreement are set forth in Cause No. GV401286, *State of Texas, ex. rel. Ven-A-Care of the Florida Keys, Inc., vs. Abbott Laboratories, Inc., et.al.*, (the "Lawsuit"), and are alleged in the petitions filed in the Lawsuit, including the FIFTH AMENDED PETITION filed on or about October 3, 2005.

C. BAXTER's alleged conduct and transactions referenced in Paragraph II(B) are hereinafter referred to as the "Covered Conduct." The Covered Conduct is expressly limited to: conduct, which has occurred prior to the date of the execution of this Agreement; with respect to reimbursement by the STATE's Medicaid program and/or the VDP on a National

Drug Code (NDC) basis as expressly alleged against Baxter: 1) in the FIFTH AMENDED PETITION and in any preceding petition in the Lawsuit; 2) as described by Plaintiffs in Plaintiffs' Responses to Defendant Abbott Laboratories, Inc.'s Requests for Disclosure; 3) Plaintiffs' First Amended Responses to Defendant Abbott Laboratories, Inc.'s Requests for Disclosure; 4) Plaintiffs' Second Amended Responses to Defendant Abbott Laboratories, Inc.'s Requests for Disclosure; 5) Plaintiffs' Responses and Objections to the First Set of Interrogatories of Defendants Abbott Laboratories, Inc., Abbott Laboratories, and Hospira, Inc.; and 6) Plaintiffs' 1st Amended Responses, Objections and Claims of Privilege to the First Set of Interrogatories of Defendants Abbott Laboratories, Inc., Abbott Laboratories, and Hospira, Inc. as though such conduct had been alleged and/or described with respect to all of the Covered Drugs.

D. BAXTER denies all of the Plaintiffs' claims and allegations and denies that it has any liability relating to such claims and allegations. In the majority of the quarters between 1991 and 2002, BAXTER provided the STATE's Vendor Drug Program with reports showing Average Manufacturer Price ("AMP") and Best Price ("BP") for its blood factor therapies. Since 2002, BAXTER has provided VDP with quarterly reports showing the AMP and BP for all BAXTER products reimbursed through the VDP. Furthermore, BAXTER contends that it has provided accurate pricing information to the VDP whenever requested by the VDP. Thus, BAXTER has asserted various defenses to the Plaintiffs' claims.

E. In order to avoid the delay, uncertainty, inconvenience and expense of protracted litigation of these claims, and as a result of a mutual desire to settle their disputes, the Parties have reached a full and final settlement as set forth in this Agreement.

F. This Agreement does not constitute an admission of fault or liability by BAXTER, nor does it constitute evidence of any liability or unlawful conduct on the part of BAXTER, and the Plaintiffs will not urge or seek to admit this Agreement as evidence of any fault or liability of the BAXTER Released Parties in any investigation, administrative proceeding, or federal or state court or arbitration proceeding.

G. Plaintiffs represent to BAXTER, subject only to the Relator's rights as a *qui tam* plaintiff under applicable state and federal law to participate in this Agreement and to receive a percentage of the Settlement Amount, and to the rights possessed by the United States, that no interest in any claim herein released has been assigned by them to any third party.

H. The STATE has concluded that this settlement is in the public interest.

Part III: Terms and Conditions

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated herein, the Parties agree as follows:

Incorporation of Representations

- 1) The foregoing Preamble is incorporated herein.

The Settlement Payment

- 2) (a) BAXTER agrees to pay the STATE and the Relator, the collective sum of **EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000)** (the “Settlement Amount”) in full settlement of all claims for restitution, compensatory or other damages, and all other requests for relief in the Fifth Amended Petition, or any preceding petition in the Lawsuit, for the Covered Conduct, and in consideration of the releases in paragraphs 3 and 4 below. BAXTER shall make payment of the Settlement Amount by check or wire transfer in accordance with instructions from Patrick J. O’Connell, Chief of the Civil Medicaid Fraud Section, Office of the Attorney General of Texas. The parties agree that by paying and promising to pay the Settlement Amount, the BAXTER Released Parties are a “settling person” as that term is defined in chapter 33 of the Texas Civil Practice and Remedies Code.

- (b) Upon BAXTER’S payment of the Settlement Amount to the STATE, the STATE agrees to pay the United States the amount of **THREE MILLION SEVEN HUNDRED NINETY TWO THOUSAND DOLLARS (\$3,792,000)**, as the United States’ portion of alleged damages for the Covered Conduct.

- (c) **THIS PARAGRAPH CONTAINS AN INDEMNITY AND HAS BEEN READ CAREFULLY BY RELATOR.** In the event payments are made by wire transfer the Parties will cooperate to exchange wiring and routing instructions so that such payments can be promptly made. **The Relator expressly INDEMNIFIES and holds the BAXTER**

Released Parties (as defined below) harmless from and against any claims by persons or entities who have represented the Relator in connection with the claims released herein for: (1) attorneys fees, costs, and expenses; or (2) any portion of the Settlement Amount.

(c) BAXTER shall make payment to Plaintiffs in accordance with paragraph 2(b) above, not later than 5:00 p.m. (Central Daylight Time) of the second business day after this Agreement is signed by all parties.

Plaintiffs: Release of Baxter

3) Subject to the exceptions in Paragraph III(7) below, in consideration of the obligations of BAXTER set forth in this Agreement, and conditioned upon BAXTER's payment in full of the Settlement Amount specified herein, the STATE (on behalf of itself, its officers, agents, agencies and departments), and the Relator (on behalf of itself, its officers, agents, employees, servants, and its attorneys) fully and finally release BAXTER, and its parent corporation Baxter International Inc., subsidiaries, predecessors, successors and assigns as well as their respective current and former directors, officers, employees, agents, shareholders and attorneys (collectively, "BAXTER Released Parties") from any civil or administrative claim, action, suit or proceeding (including attorneys fees, penalties, punitive damages, costs, and expenses of every kind and however denominated) the STATE and Relator have or may have or could assert in the future under any source of law for the Covered Conduct. The payment of this Settlement Amount fully discharges BAXTER from any civil or administrative obligation to the STATE for the Covered Conduct. The Office

of the Attorney General of Texas shall not initiate or prosecute litigation against BAXTER on behalf of the United States based on the Covered Conduct.

4) In consideration of the obligations of BAXTER set forth in this Agreement, conditioned upon BAXTER's payment in full of the Settlement Amount specified herein, the STATE agrees to release and refrain from instituting, directing or maintaining any action seeking exclusion from the VDP or any other Texas Medicaid program against the BAXTER Released Parties for the Covered Conduct as it relates to the Texas Medicaid program, or seeking to impose a Corporate Integrity Agreement on BAXTER as a result of the Covered Conduct, except as reserved in Paragraph III(7), below.

The BAXTER Released Parties: Release of the STATE and the Relator

5) The BAXTER Released Parties fully and finally release the STATE, its agencies, employees, servants, attorneys and agents from any claims based on events occurring prior to the date of this Agreement (including attorneys fees, costs, and expenses of every kind and however denominated) which the BAXTER Released Parties have asserted, could have asserted, or may assert in the future against the STATE, its agencies, employees, servants, attorneys and agents, related to the Covered Conduct and the Plaintiffs' investigation and prosecution thereof. This release shall not release any accounts receivable unrelated to the Covered Conduct due from the STATE, or any agency or instrumentality of the STATE.

6) The BAXTER Released Parties fully and finally release the Relator, its employees, officers, servants, attorneys and agents from any claims based on events occurring prior to the date of this Agreement (including attorneys fees, costs, and expenses of every kind and

however denominated) which the BAXTER Released Parties have asserted, could have asserted, or may assert in the future against the Relator, its employees, officers, servants, attorneys and agents, related to the Covered Conduct and the Plaintiffs' investigation and prosecution thereof. This provision is not intended to release claims unrelated to conduct in Texas.

Limitations on Release

7) Notwithstanding any other terms of this Agreement, including the release provisions in paragraphs III(3), (4), (5), and (6) above, specifically reserved and excluded from the scope and terms of this Agreement, and from the scope and terms of the releases, as to any entity or person (including BAXTER), are any and all of the following:

- (a) Any claims based upon the obligations that are created by this Agreement;
- (b) Any express or implied product or service warranty claims or other claims for defective or deficient products or services, including quality of goods and services, provided by BAXTER;
- (c) The subrogation rights to claims for personal injury or injury to real or personal property arising from usage by a participant in the Medicaid program of any of the Covered Drugs;
- (d) Any claims based on a failure to deliver products or services due;
- (e) Any claims arising from BAXTER's obligations to report and/or to pay rebates to the STATE under any law or contract, including, but not limited to under the provisions of the Omnibus Budget Reconciliation Act of 1990;

- (f) Any claims that the Relator may have under any provision of 31 U.S.C.A. §§ 3729-3733 (the federal False Claims Act) for conduct other than Covered Conduct;
- (g) Any claims that the Relator may have under the *qui tam* provisions of the laws of any state other than Texas for conduct other than Covered Conduct; or
- (h) Any J-Code Claims, as that term is defined below in paragraph 8.

Claims for Physician Services, Medicare, and other Baxter Drugs

8) The STATE and the Relator covenant not to sue or take any other civil or administrative action against BAXTER: for claims relating to reimbursements, occurring prior to the date of this Agreement, by Texas Medicaid, or administered by the Texas VDP, for all Drugs manufactured or sold by BAXTER, including the Covered Drugs and any BAXTER Drugs (i) administered by physicians or incident to physicians' services based upon any conduct, including the reporting of average wholesale price ("AWP") to national data reporting services; or (ii) for co-payments made under Medicare Part B, occurring prior to the date of this Agreement. Notwithstanding anything stated in this Agreement to the contrary, the following exceptions shall apply to the covenant not to sue or take any other civil or administrative action provided by this paragraph: (1) the State and the Relator shall not be precluded from participating in a recovery in any federal action or national settlement that results in a Texas recovery of any damages (including single and multiple damages, penalties, costs and attorneys' fees) to Texas Medicaid resulting from BAXTER's price or cost representations used for determining reimbursement paid by the Texas Medicaid

Program on the basis of a reimbursement request under a J-Code (as opposed to reimbursement on the basis of an NDC) for any drugs, including but not limited to the Covered Drugs (“J-Code Claims”); and (2) The Relator shall not be precluded from bringing or maintaining any claim, or from participating or recovering in any action, brought in the courts of the United States or a court of a state other than Texas, under or pursuant to the federal False Claims Act or a similar state statute (of a state other than Texas); however, in such an action the Relator shall not claim damages (including single and multiple damages, penalties, costs and attorneys’ fees) for the Covered Conduct for claims for the Covered Drugs or, except as permitted in (1), for the State portion of Texas Medicaid’s share of J Code claims, or for the State portion of Texas Medicaid’s share of Medicare Part B co-payments, or Medicare Part B co-payments made by or on behalf of Texas Medicare beneficiaries.

Corporate Integrity Agreement

9) Should BAXTER enter into a Corporate Integrity Agreement with the Office of the Inspector General of the United States Department of Health and Human Services (“OIG”), relating to the Covered Conduct, BAXTER acknowledges that the OIG may share information provided under the Corporate Integrity Agreement with the STATE.

No Waiver or Release of Claims Against Other Persons

10) This Agreement is intended to be solely for the benefit of the Parties and persons and entities released and except as stated herein, the Parties do not by this instrument release any claims against any other person or entity, including any individual or entity that purchased

drugs or pharmaceutical products from BAXTER. No word, term, phrase or definition in this Agreement is or may be used for the benefit of any person, entity or litigant who is not a signatory to, or released by this Agreement.

Dismissal of Action

11) Simultaneously with the execution of this Agreement and payment of the Settlement Amount, the STATE and the Relator will execute agreed motion(s) to dismiss and agreed order(s) (in the forms collectively attached hereto as **Exhibit B**) dismissing with prejudice any lawsuit (including the Lawsuit) against BAXTER based on the Covered Conduct, but only as to BAXTER. The dismissal order in the Lawsuit shall provide that the Amended Protective Order entered in the Lawsuit shall remain enforceable in accordance with its terms. The dismissal order shall further expressly provide that it shall be without prejudice to any claim that is excepted from the covenant not to sue provided for in Paragraph 8 and to any claim falling under the Paragraph 7 limitations on the release of Baxter.

No Impairment or Creation of Rights

12) Nothing in this Agreement shall be construed to abrogate or alter any future obligation of BAXTER pursuant to the law of the STATE.

No Waiver of Sovereign Immunity

13) Nothing in this Agreement shall be construed to create a waiver of the STATE's Sovereign Immunity.

Exclusive Venue for Enforcement of Agreement

14) Any party shall be entitled to enforce the terms of this Agreement in the District Courts of Travis County, Texas, which shall have exclusive jurisdiction and venue over any such action.

Complete Agreement

15) This Agreement, including all exhibits, constitutes the complete agreement between the Parties and may not be amended except by written consent of the Parties.

Costs

16) Except as otherwise provided herein, each Party to this Agreement will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

Choice of Law

17) This Agreement is governed by the laws of the State of Texas, except to the extent otherwise governed by federal law.

Notification

18) Unless otherwise stated in writing subsequent to the Effective Date of this Agreement, all notifications and communications made pursuant to this Agreement shall be submitted to the entities listed below:

- (a) STATE for all purposes:

OFFICE OF THE ATTORNEY GENERAL
Civil Medicaid Fraud Section
Antitrust and Civil Medicaid Fraud Division
P O Box 12548
Austin, Texas 78711-2548

- (b) RELATOR for all purposes:

James J. Breen, Esq.
The Breen Law Firm, P.A.
5755 North Point Parkway, Suite 39
Alpharetta, GA 30022

- (c) BAXTER, for all purposes:

Merle M. DeLancey, Esq.
Dickstein Shapiro Morin & Oshinsky LLP
2101 L Street N.W.
Washington DC 20037-1526

Baxter: No Duress

19) BAXTER represents that it enters into this Agreement freely and voluntarily without any degree of duress or compulsion whatsoever.

Relator: Agreement Reasonable

20) The Relator agrees that this Agreement is fair, adequate, and reasonable.

Authorization

21) The Parties have read the foregoing Agreement and accept and agree to the provisions contained herein and hereby have caused this Agreement to be signed as of the day and date adjacent to their respective signatures. The undersigned individuals signing this Agreement

on behalf of BAXTER represent and warrant that they are authorized by BAXTER to execute this Agreement. The undersigned STATE signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement. The Relator's attorney, James J. Breen, and its president, T. Mark Jones represent that they are duly authorized to sign this Agreement on behalf of the Relator.

No Other Representations or Promises

22) The Parties represent and acknowledge that in entering into this Agreement they are not relying on any promises or representations other than those expressly set forth in this Agreement and its exhibits.

Counterparts

23) This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be deemed to constitute one and the same Agreement.

Acts Necessary to Effectuate Agreement

24) Each Party agrees to perform such further acts and to execute and to deliver such further documents as may reasonably be necessary to carry out this Agreement.

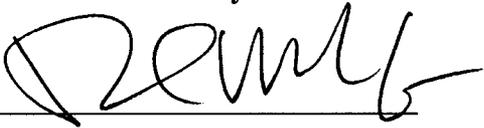
Captions Are for Convenience Only

25) The bold-face paragraph captions in this Agreement are for convenience only and do not add to, detract from or change the substantive language or terms of this Agreement.

Effective Date

26) The Effective Date of this Agreement shall be the date upon which all of the Parties below have executed this Agreement:

**STATE of TEXAS
Office of the Attorney General**

By: 

Date: 6.4.06

Edward D. Burbach, Esq.
Deputy Attorney General for Litigation
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548
**Texas Health & Human Services
Commission**

By: _____

Date: _____

Printed Name: _____

Title: _____

**Defendant BAXTER HEALTHCARE
CORPORATION**

By: _____

Date: _____

Printed Name: _____

Title: _____

**Relator, Ven-A-Care of the Florida Keys,
Inc.**

By: _____

Date: _____

James J. Breen, Esq.
The Breen Law Firm, P.A.
5755 North Point Parkway, Suite 39
Alpharetta, GA 30022

Effective Date

26) The Effective Date of this Agreement shall be the date upon which all of the Parties below have executed this Agreement:

**STATE of TEXAS
Office of the Attorney General**

**Defendant BAXTER HEALTHCARE
CORPORATION**

By: _____

By: Michael Bourne

Date: _____

Date: June 9, 2006

Edward D. Burbach, Esq.
Deputy Attorney General for Litigation
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548
Texas Health & Human Services
Commission

Printed Name: MICHAEL BOURNE

Title: Senior Counsel

**Relator, Ven-A-Care of the Florida Keys,
Inc.**

By: _____

By: James J. Breen

Date: _____

Date: 6/9/06

Printed Name: _____

James J. Breen, Esq.
The Breen Law Firm, P.A.
5755 North Point Parkway, Suite 39
Alpharetta, GA 30022

Title: _____

Effective Date

26) The Effective Date of this Agreement shall be the date upon which all of the Parties below have executed this Agreement:

**STATE of TEXAS
Office of the Attorney General**

**Defendant BAXTER HEALTHCARE
CORPORATION**

By: _____

By: Michael J. Breen

Date: _____

Date: June 9, 2006

Edward D. Burbach, Esq.
Deputy Attorney General for Litigation
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548
**Texas Health & Human Services
Commission**

Printed Name: MICHAEL J. BREEN

Title: SENIOR COUNSEL

**Relator, Ven-A-Care of the Florida Keys,
Inc.**

By: _____

By: _____

Date: _____

Date: _____

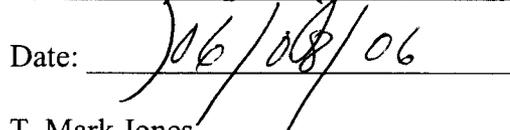
Printed Name: _____

James J. Breen, Esq.
The Breen Law Firm, P.A.
5755 North Point Parkway, Suite 39
Alpharetta, GA 30022

Title: _____

**Relator, Ven-A-Care of the Florida Keys,
Inc.**

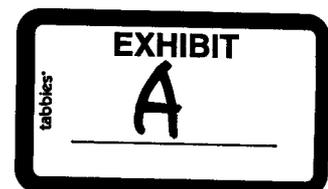
By: 

Date: 

T. Mark Jones
Title: President

Comparison of NDCs Proposed for Settlement

A	
1	NDCs Included in Texas VDP Claims Reimbursement Analysis
2	00338000344
3	00338000346
4	00338000347
5	00338000349
6	00338000402
7	00338000403
8	00338000404
9	00338000405
10	00338001304
11	00338001306
12	00338001602
13	00338001603
14	00338001701
15	00338001702
16	00338001703
17	00338001704
18	00338001710
19	00338001711
20	00338001718
21	00338001731
22	00338001738
23	00338001741
24	00338001748
25	00338002302
26	00338002303
27	00338002304
28	00338002334
29	00338003003
30	00338003106
31	00338003603
32	00338003804
33	00338004146
34	00338004303
35	00338004304
36	00338004402
37	00338004703
38	00338004724
39	00338004727
40	00338004729
41	00338004744
42	00338004746
43	00338004747
44	00338004802
45	00338004803
46	00338004804
47	00338004805
48	00338004901
49	00338004902
50	00338004903
51	00338004904



Comparison of NDCs Proposed for Settlement

	A
52	00338004910
53	00338004911
54	00338004918
55	00338004931
56	00338004936
57	00338004938
58	003380049404
59	00338004941
60	00338004948
61	00338005047
62	00338005144
63	00338005403
64	00338005603
65	00338007304
66	00338007702
67	00338007703
68	00338007704
69	00338008103
70	00338008104
71	00338008502
72	00338008503
73	00338008504
74	00338008902
75	00338008903
76	00338008904
77	00338009503
78	00338009504
79	00338010404
80	00338010504
81	00338011104
82	00338011404
83	00338011702
84	00338011703
85	00338011704
86	00338012503
87	00338012504
88	00338012903
89	00338014303
90	00338014304
91	00338014704
92	00338016804
93	00338022104
94	00338025004
95	00338027003
96	00338028604
97	00338028947
98	00338029547
99	00338029549
100	00338037403
101	00338040902
102	00338040903

Comparison of NDCs Proposed for Settlement

	A
103	00338041103
104	00338043103
105	00338044548
106	00338045003
107	00338045903
108	00338049503
109	00338050148
110	00338050348
111	00338050548
112	00338050748
113	00338050741
114	00338050748
115	00338050941
116	00338051141
117	00338052541
118	00338055111
119	00338055118
120	00338055311
121	00338055318
122	00338060304
123	00338060704
124	00338065604
125	00338066104
126	00338066303
127	00338066304
128	00338066504
129	00338066704
130	00338066904
131	00338067103
132	00338067104
133	00338067304
134	00338067504
135	00338068104
136	00338068304
137	00338068504
138	00338068704
139	00338069104
140	00338070341
141	00338070348
142	00338070548
143	00338070748
144	00338070948
145	00338071906
146	00338080304
147	00338080704
148	00338081104
149	00338101741
150	00338101948
151	00338102141
152	00338102341
153	00338102541

Comparison of NDCs Proposed for Settlement

	A
154	00338105548
155	00338350341
156	00338355248
157	00338519741
158	00338601048
159	00338601137
160	00944045001
161	00944045002
162	00944049001
163	00944049002
164	00944049003
165	00944049101
166	00944049102
167	00944058101
168	00944065001
169	00944099601
170	00944193801
171	00944262001
172	00944262002
173	00944262003
174	00944262004
175	00944280701
176	00944280702
177	00944280703
178	00944280704
179	00944293501
180	00944293801
181	00944293802
182	00944293803
183	00944294001
184	00944294002
185	00944294003
186	00944294004
187	10019001756
188	10019001956
189	10019004501
190	10019015668
191	10019017963
192	10019025020
193	49669160201
194	49669160301
195	49669160401
196	49669161201
197	49669161301
198	49669161401
199	49669162201
200	49669162301
201	49669162401
202	49669320003
203	49669360002
204	49669380001

Comparison of NDCs Proposed for Settlement

	A
205	49669390001
206	49669450001
207	49669460001
208	49669460002
209	49669580001
210	49669580002
211	54129021802
212	54129021805
213	54129021825
214	54129021850
215	54129022204
216	54129022802
217	54129022805
218	54129022810
219	54129023310
220	54129023325
221	54129023350
222	54129024402
223	64193021805
224	64193021825
225	64193022204
226	64193022802
227	64193022805
228	64193022810
229	64193024402
230	64193025050

Respectfully submitted,

GREG ABBOTT
Attorney General of Texas

BARRY R. MCBEE
First Assistant Attorney General

EDWARD D. BURBACH
Deputy Attorney General for Litigation

MARK TOBEY
Assistant Attorney General
Chief, Antitrust & Civil Medicaid Fraud Division



PATRICK J. O'CONNELL
Assistant Attorney General
Section Chief, Civil Medicaid Fraud
State Bar No. 15179900
RAYMOND C. WINTER
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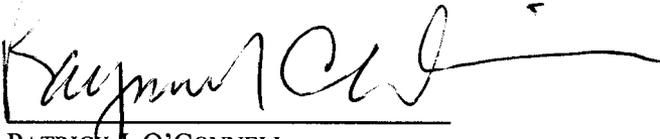
ATTORNEYS FOR BAXTER HEALTHCARE
CORPORATION

It is further ORDERED, that the Court's First Amended Protective Order remain in effect as to all parties identified herein in accordance with its terms.

SIGNED this _____ day of _____, 2006.

HONORABLE SCOTT H. JENKINS
JUDGE PRESIDING

AGREED AS TO FORM:



PATRICK J. O'CONNELL
RAYMOND C. WINTER

ATTORNEYS FOR THE STATE OF TEXAS

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