

AMENDMENT TO SETTLEMENT AGREEMENT AND GENERAL RELEASE

Pursuant to Paragraph 45 of the Settlement Agreement, the Parties hereby amend the Settlement Agreement by replacing Paragraph 1(bb), Paragraph 1(cc), Paragraph 10, Paragraph 13, and Paragraph 14, with the following, respectively:

1. (cc) "Release" means the release and discharge, as of the Effective Date, by the Named Plaintiffs and all Settlement Class Members (and their respective present, former and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest and successors) who have not excluded themselves from the Settlement Class of the Released Persons and shall include the agreement and commitment by the Named Plaintiffs and all Settlement Class Members to not now or hereafter initiate, maintain or assert against the Released Persons or any of them any and all causes of action, claims, rights, demands, actions, claims for damages, equitable, legal and/or administrative relief, interest, demands or rights, including without limitation, claims for damages of any kind, including those in excess of actual damages, whether based on federal, state or local law, statute, ordinance, regulation, contract, common law or any other sources that have been or could have been asserted at any time up through and including the Effective Date by the Named Plaintiffs or any Settlement Class Members against the Released Persons, or any of them, in the Litigation or in any other court action or before any administrative body (including any regulatory entity or organization), tribunal, arbitration panel or other adjudicating body arising out of or related to the Released Claims.

1. (dd) "Released Claims" means any and all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities (including but not limited to tort claims, negligence claims, claims for breach of contract, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, false advertising, restitution, rescission, unjust enrichment, compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties and any other claims), whether known or unknown, alleged or not alleged, foreseen or unforeseen, suspected or unsuspected, contingent or matured, liquidated or unliquidated, under federal, state or local law, whether by statute, contract, common law, or equity, which the Named Plaintiffs and/or any Settlement Class Member now has or had at any time up through and including the Effective Date with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences arising from or relating to the causes of action and allegations made in the Litigation as well as claims and allegations that the Released Persons made false and deceptive representations and warranties and/or omitted material information about the Covered Products (including, without limitation, causes of action for violation of the California Consumers Legal Remedies Act, the California Business & Professions Code, the Illinois Consumer Fraud Act, the Connecticut Unfair Trade Practices Act, the New York General Business Law, the Florida Deceptive and Unfair Trade Practices Act, the Pennsylvania Unfair Trade

Practices and Consumer Protection Law, the New Jersey Consumer Fraud Act, the Delaware Consumer Fraud Act and similar claims under the consumer protection and/or deceptive trade practices acts and common law of the other states and the District of Columbia as well as for negligence and breaches of express warranties)). Expressly excluded from the Released Claims are any claims alleging personal physical injury arising from the use of the Covered Products.

10. **Labeling Changes.** Without admitting wrongdoing or liability and solely to avoid the cost and disruption of further litigation, Perrigo agrees that commencing nine (9) months after the Effective Date, and except as described herein, it will not make the following statements, or statements conveying the same message, on the labels of any of the Covered Products pertaining to the effect of the Covered Products on cartilage, using synonyms such as, but not limited to: fixing, mending, reconditioning, rehabilitating, increasing, developing, building, maintaining, strengthening, repairing, rebuilding, renewing, regrowing, adding, regenerating or rejuvenating cartilage. This agreed prohibition does not extend to claims other than those regarding the effect of the Covered Products on cartilage and does not prevent Perrigo from making statements such as that the Covered Products support or promote joint comfort, mobility or health.

(a) If in the future Perrigo should engage in advertising for the Covered Products (which it does not do now), this prohibition will apply to any advertising in any media (including web sites) by Perrigo regarding the Covered Products.

(b) The labeling changes described in this Paragraph are part of a negotiated settlement and not an admission by Defendants regarding the claims in the Litigation or the propriety of any statements used or omitted on other versions of the packaging of the Covered Products.

(c) Perrigo shall have nine (9) months from the Effective Date to begin shipping Covered Products with labels and/or packaging that conform to the terms of the Settlement.

(d) Neither Perrigo nor any of the Retailers nor any Person in the chain of distribution of the Covered Products shall be required to recall, remove from shelves or pull from distribution or inventory any Covered Products that have been shipped by Perrigo prior to the date commencing nine (9) months after the Effective Date.

13. **Relief From Labeling Changes.** Subsequent to the Effective Date, if Perrigo becomes aware of additional evidence substantiating any of the above prohibited representations as set forth in Paragraph 10, Perrigo may seek relief from the Court to change the labels accordingly.

(a) With regard to any requested label change described above, Perrigo shall give Plaintiffs and their counsel forty-five (45) days written notice of the proposed labeling change and the evidence that Perrigo claims supports the requested labeling change. Plaintiffs and their counsel shall have the right to oppose the requested labeling change before the Court.

(b) If Plaintiffs' counsel elect to oppose Perrigo's requested label change and prevail in whole or part, Perrigo shall pay such counsels' reasonable

lodestar and expenses. If Perrigo prevails and additionally the Court finds that Plaintiffs' counsel's opposition to the requested labeling change was without any reasonable basis, Plaintiffs' counsel shall reimburse Perrigo's reasonable attorneys' fees and expenses.

14. **Additional Releases.** Except as to the rights and obligations provided for under this Agreement, Perrigo releases and forever discharges as of the Effective Date the Named Plaintiffs, Settlement Class, and Settlement Class Counsel from any and all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, whether known or unknown, alleged or not alleged, foreseen or unforeseen, suspected or unsuspected, contingent or matured, liquidated or unliquidated, under federal, state or local law, whether by statute, contract, common law, or equity, which Perrigo now has or had at any time up through and including the Effective Date against the Named Plaintiffs, Settlement Class Members, or Settlement Class Counsel with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences arising out of the Litigation and/or the Settlement.

Apart from the foregoing amendments to Paragraph 1(bb), Paragraph 1(cc), Paragraph 10, Paragraph 13, and Paragraph 14, there are no other changes to the Settlement

Agreement and all other provisions remain in force and effect.

Dated:

1/29/15

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Agreement and all other provisions remain in force and effect.

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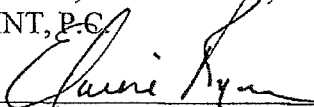
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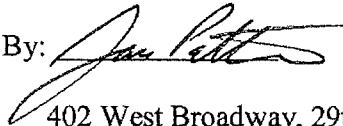
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