

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

MAY 02 2011

AT 8:30  
WILLIAM T. WALSH  
CLERK

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ASTRAZENECA PHARMACEUTICALS LP and )  
ASTRAZENECA UK LIMITED, )

Plaintiffs, )

v. )

Civil Action No. 09-cv-00128 (JAP)(TJB)

BIOVAIL LABORATORIES INTERNATIONAL )  
SRL, BIOVAIL CORPORATION and BTA )  
PHARMACEUTICALS, INC., )

Defendants. )

**STIPULATION OF ORDER OF DISMISSAL**

**WHEREAS**, in this Hatch-Waxman Act action plaintiffs AstraZeneca Pharmaceuticals LP and AstraZeneca UK Limited (collectively "AstraZeneca") assert claims that defendants Biovail Laboratories International SRL (n/k/a Valeant International (Barbados) SRL), Biovail Corporation (n/k/a Valeant Pharmaceuticals International, Inc.) and BTA Pharmaceuticals, Inc. (n/k/a Valeant Pharmaceuticals North America LLC) (collectively "Biovail") have infringed AstraZeneca's U.S. Patent Nos. 4,879,288 and 5,948,437 ("the patents-in-suit") by submitting an Abbreviated New Drug Application ("ANDA") seeking approval to commercially sell extended release quetiapine fumarate tablets ("Biovail's Proposed Products") prior to the expiration of the patents-in-suit, including a certification pursuant to 21 U.S.C. 355(j)(2)(A)(vii)(IV) ("Paragraph IV Certification") that the patents-in-suit are invalid or will not be infringed by Biovail's commercial sale of its Proposed Products;

**WHEREAS**, Biovail has asserted counterclaims against AstraZeneca in this action;

**WHEREAS**, Biovail has converted its Paragraph IV Certification to a certification pursuant to 21 U.S.C. 355(j)(2)(A)(vii)(III) (“Paragraph III Certification”), pursuant to which Biovail agrees not to commercially sell its Proposed Products until after the expiration of the patents-in-suit;

**WHEREAS**, the parties desire to dismiss all claims and counterclaims in this action;

**WHEREAS**, other Hatch-Waxman Act patent infringement actions are pending in this Court between AstraZeneca and other defendants based on the filing of ANDAs by such other defendants and involving the same patents-in-suit (Civil Action Nos. 08-CV-3773, 08-CV-5328, 08-CV-5997 (JAP)(TJB); 08-CV-4804, 09-CV-0619 (JAP)(TJB); 10-CV-1835 (JAP)(TJB); 10-CV-4203 (JAP)(TJB); 10-CV-4205, 10-CV-4971 (JAP)(TJB); and 10-CV-5519 (JAP)(TJB)) (“Related Actions”);

**WHEREAS**, the Stipulated Discovery Confidentiality Order entered in this action (“Biovail Protective Order”) would require AstraZeneca, within 60 days after entry in this action of a final judgment or dismissal with prejudice, to destroy or return to Biovail any information or documents or other discovery not included in pleadings or other papers filed with the Court that has been produced or provided by Biovail to AstraZeneca and designated by Biovail as confidential under the Biovail Protective Order (“Biovail Confidential Information”);

**WHEREAS**, AstraZeneca may seek to use in the Related Actions (either during pre-trial activities or at the trial) certain of the Biovail Confidential Information and other Biovail information included in pleadings and other papers filed with the Court in this action (“Biovail Evidence”);

**WHEREAS**, AstraZeneca will provide Biovail with an identification of any such Biovail Evidence prior to any use thereof in the Related Actions or according to the same schedule in place for the parties in the Related Actions; and

**WHEREAS**, Biovail may seek to be heard by the Court with respect to objections to AstraZeneca's intent to use any such Biovail Evidence in the Related Actions, and thus seeks to have the Court retain jurisdiction to hear any such objections.

**NOW THEREFORE**, the parties, by their counsel, hereby agree and stipulate as follows:

1. All claims and counterclaims presently pending in this action are dismissed without prejudice;
2. Following dismissal of this action, AstraZeneca may retain the Biovail Confidential Information for use only in the Related Actions;
3. This Court will retain jurisdiction to hear and rule on objections from Biovail regarding AstraZeneca's use of Biovail Evidence in the Related Actions;
4. Within 60 days after termination of the Related Actions, including any appeals, AstraZeneca must destroy or return to Biovail all Biovail Confidential Information pursuant to the terms of the Biovail Protective Order; and
5. Each party will bear its own fees and costs in this action.

**STIPULATED AND AGREED:**

Dated: April 29, 2011

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SRL), Biovail Corporation (n/k/a Valeant  
Pharmaceuticals International, Inc.), and  
BTA Pharmaceuticals, Inc. (n/k/a  
Valeant Pharmaceuticals North America  
LLC)

**SO ORDERED:**

Dated: May 2, 2011

  
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Joel A. Pisano, U.S.D.J.