

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

MEDICIS PHARMACEUTICAL CORP,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	CIVIL ACTION NO. 09-3062 (JFM)
LUPIN LIMITED & LUPIN	)	
PHARMACEUTICALS INC.,	)	
	)	
Defendants.	)	
	)	
	)	
	)	

**UNOPPOSED MOTION FOR ENTRY OF CONSENT JUDGMENT AND  
PERMANENT INJUNCTION AS TO LUPIN LIMITED & LUPIN  
PHARMACEUTICALS INC.**

Plaintiff Medicis Pharmaceutical Corporation (“Medicis”) and Defendants Lupin Limited & Lupin Pharmaceuticals Inc. (collectively “Defendants”) having met, conferred, and agreed to resolve their dispute upon execution of a separate Settlement Agreement (“Settlement Agreement”), Medicis respectfully moves for entry of the executed Consent Judgment and Permanent Injunction submitted herewith. Defendants do not oppose this motion.

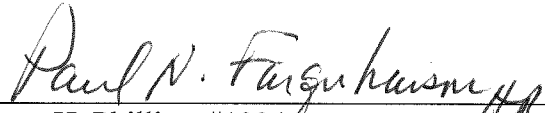
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\*Signed by Herbert Better with  
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

MEDICIS PHARMACEUTICAL CORPORATION,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO. 09-3062 (JFM)
	)	
LUPIN LIMITED & LUPIN PHARMACEUTICALS INC.,	)	
	)	
Defendants.	)	
	)	
	)	

**CONSENT JUDGMENT AND PERMANENT INJUNCTION AS TO  
LUPIN LIMITED & LUPIN PHARMACEUTICALS INC.**

This matter is before the Court on the unopposed motion of Plaintiff Medicis Pharmaceutical Corporation (“Medicis”) and Defendants Lupin Limited & Lupin Pharmaceuticals Inc. collectively (“Defendants”).

**WHEREAS**, this Consent Judgment and Permanent Injunction as to Defendants concerns only Medicis’s claims against Defendants in this civil action no. 09-3062-JFM (referred to herein as the “Litigation”).

**WHEREAS**, Medicis requests that this Consent Judgment and Permanent Injunction as to Defendants be entered in the above-captioned case, and Defendants do not oppose Medicis’s request.

**WHEREAS**, Medicis owns United States Patent Nos. 5,908,838 (“the ‘838 patent”) as set forth in the duly issued Ex Parte Reexamination Certificate on June 1, 2010, and 7,790,705 (“the ‘705 patent”).

**WHEREAS**, Defendants submitted an Abbreviated New Drug Application No. 91-424 (the “Lupin ANDA”) to the FDA under 21 U.S.C. § 355(j) seeking to obtain approval to commercially manufacture and sell generic minocycline HCl extended release tablets in its 45 milligram (“mg”), 90 mg, and 135 mg strengths for the treatment of acne.

**WHEREAS**, Defendants submitted supplements or amendments to the Lupin ANDA (the “Lupin ANDA Supplements”) to the FDA under 21 U.S.C. § 355(j) seeking to obtain approval to commercially manufacture and sell generic minocycline HCl extended release tablets in its 55, 65, 80, 105, and 115 mg strengths for the treatment of acne.

**WHEREAS**, in the Litigation, Medicis alleged that Defendants infringed one or more of claims 3, 4, 12, 13, 19, 21, 23, 25, and 27-34 of the ’838 patent and one or more claims of the ’705 patent under 35 U.S.C. § 271(e)(2) by virtue of Defendants’ submission of the Lupin ANDA and Lupin ANDA Supplements to the FDA.

**WHEREAS**, in this Litigation, Medicis alleged that it would be irreparably harmed if Defendants are not enjoined from infringing or actively inducing or contributing to infringement of one or more of claims 3, 4, 12, 13, 19, 21, 23, 25, and 27-34 of the ’838 patent and one or more claims of the ’705 patent.

**WHEREAS**, in this Litigation, Medicis requested that this Court enter a permanent injunction enjoining Defendants from infringing the ’838 and ’705 patents.

**WHEREAS**, Medicis and Defendants have reached an agreement to finally settle the Litigation as set forth in this Consent Judgment and Permanent

Injunction as to Defendants and a separate Settlement Agreement (“Settlement Agreement”) which is contemporaneously and separately being executed.

**WHEREAS**, final settlement of the Litigation will help Medicis and Defendants avoid the substantial uncertainty and risks involved with prolonged litigation.

**WHEREAS**, final settlement of this Litigation will permit Medicis and Defendants to save litigation costs, as well as adhere to the judicially recognized mandate that encourages the settlement of litigation whenever possible.

**WHEREAS**, final settlement of the Litigation serves the public interest by saving judicial resources and avoiding the risks to each of Medicis and Defendants associated with infringement.

**WHEREAS**, Medicis and Defendants each consent to personal jurisdiction in Maryland for purposes of enforcing the Settlement Agreement.

**IT IS HEREBY ORDERED, DECREED, and ADJUDGED as follows:**

1. The Court has jurisdiction over Medicis and Defendants and the subject matter of this Litigation.
2. Defendants acknowledge Medicis’s ownership and standing to sue for infringement of the ‘838 patent and the ‘705 patent.
3. Defendants acknowledge that the ‘838 and ‘705 patents are valid and enforceable, as described more fully in the Settlement Agreement.
4. Defendants and its affiliates are permanently enjoined as of the date hereof from infringing the ‘838 or ‘705 patents by the manufacture, use, offer to sell, sale, importation, or distribution of any current products, or future products having the

same strength and dosage form of the current Solodyn® products, that are the subject of the Lupin ANDA and Lupin ANDA Supplements and that is not pursuant to the license granted by Medicis in accordance with the Settlement Agreement, and from inducing others to infringe the '838 and '705 patents by inducing others to manufacture, use, offer to sell, sale, import, or distribute any current products, or future products having the same strength and dosage form of the current Solodyn® products, that are the subject of the Lupin ANDA and Lupin ANDA Supplements and that is not pursuant to the license granted by Medicis in accordance with the Settlement Agreement.

5. All claims and counterclaims in this Litigation are hereby dismissed without prejudice.

6. The parties are hereby ordered to comply with the terms of the Settlement Agreement.

7. Each party shall bear its own costs and attorneys' fees.

8. This Court shall retain jurisdiction over Defendants and Medicis for the purpose of enforcing the terms of this Consent Judgment and Permanent Injunction and over any matters related to or arising from the interpretation or enforcement of the Settlement Agreement or any legal or equitable claim concerning the Settlement Agreement by any third party.

**IT IS SO ORDERED, DECREED AND ADJUDGED** this \_\_\_ day of \_\_\_\_\_, 2011

by:

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The Honorable J. Frederick Motz  
United States District Judge