

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release is made and entered into this \_\_\_\_ day of January, 2005, by and between [REDACTED] on behalf of herself, heirs, executors, administrators, affiliates, insurers, agents, contractors, attorneys, successors and assigns (hereinafter referred to collectively as "RELEASORS") and Fort Dodge Animal Health division of Wyeth, its past, present, and future officers, directors, shareholders, agents, servants, employees, successors, predecessors, parent corporations, subsidiaries, divisions, attorneys, successors and assigns and all persons acting by, through, under or in concert with any of them (hereinafter collectively referred to as "RELEASEES").

IT IS HEREBY AGREED as follows:

1. Within fourteen (14) business days of the receipt by RELEASEES of the fully executed original of this Settlement Agreement and General Release, RELEASEES shall pay in complete settlement of RELEASORS claims a total payment of [REDACTED]

2. In consideration of the payment by RELEASEES to RELEASORS, RELEASORS hereby irrevocably and unconditionally fully release, acquit and forever discharge RELEASEES from any liability, rights, claims, demands, damages, costs, expenses, actions, causes of action, suits of liability, or controversies of every kind and description whatsoever, in law or equity, in contract or tort, known or unknown, which RELEASORS ever had, now have, or hereafter may have against any of the RELEASEES, resulting from or claimed to have resulted from the sale, use or administration of a canine pharmaceutical or other product manufactured, sold or distributed by RELEASEES at any time prior to the date hereof, including any injuries resulting therefrom or claimed to have resulted therefrom.

3. It is expressly understood that this Settlement Agreement and General Release is a full, final and binding settlement and final discharge of all claims arising out of or relating to the allegations made in the claim asserted by **RELEASORS** against **RELEASEES**. This Settlement Agreement and General Release is intended to cover all claims, demands, expenses, attorneys fees, causes of action or suits of any kind or nature, civil or otherwise, past, present or future, which may have been, or may ever be asserted by **RELEASORS** or any of them or others as a result of the claimed injuries and/or other damages or effects or consequences to **RELEASORS** as a result of the use or administration of any product of **RELEASEES**' any time prior to the date hereof. This Settlement Agreement and General Release shall be and remains effective in all respects, notwithstanding any different or additional facts or the discovery thereof, and this Settlement Agreement and General Release is final and irrevocable.

4. As further consideration for the sum paid to **RELEASORS**, **RELEASORS** hereby warrant and agree to indemnify, protect and hold harmless **RELEASEES** of and from all further claims, demands, damages, costs, attorneys' fees, expenses or judgments which may now or ever arise out of any claim, demand or suit (including claims, demands, or suits for contribution or indemnity), by a person, association, firm, organization, corporation or person representative on account of or in any manner related to any claim for damages resulting from or claimed to have resulted from **RELEASORS**' use or administration of any product of **RELEASEES**' any time prior to the date hereof.

5. It is expressly understood by **RELEASORS** that liability for the claims made by **RELEASORS** is expressly denied by the **RELEASEES**. The acceptance of this Settlement Agreement and General Release shall not operate as an admission of liability on the part of the

**RELEASEES**, nor as an estoppel, waiver, or bar with respect to any claims the **RELEASEES** may have had, may now have, or may ever have against third parties.

6. **RELEASORS** do further covenant that the claims, contentions, facts, discovery, documents, or any aspect of this claim, including the terms of this Settlement Agreement and General Release, and specifically including the settlement amounts herein, are to be held confidential, and shall not be disclosed to any person or entity under any circumstance (other than to explain the factual circumstances giving rise to the claim in response to a direct inquiry from any federal or state regulatory body, including but not limited to inquiries from the United States Food and Drug Administration); provided, however, **RELEASORS** may make such disclosures to accountants or attorneys as are reasonably necessary for preparation of any government filings required by law, including all necessary tax filings and accountings. Under no circumstances shall **RELEASORS** disclose the terms and/or the amount of this settlement to the press or media or professional organizations or on the internet. The only disclosure that may be made is the fact that the parties have settled this matter.

7 **RELEASORS** acknowledge and agree that **RELEASEES** will suffer substantial damages not readily ascertainable or compensable in terms of money, in the event **RELEASORS** breach the confidentiality provision of this Settlement Agreement and General Release and if that occurs, **RELEASEES** will therefore be entitled (without limitation of any other rights or remedies otherwise available to **RELEASEES**) to obtain temporary, preliminary and other appropriate injunctive relief from any Court of competent jurisdiction prohibiting the continuance or reoccurrence of any such breach of confidentiality. Further, any breach by **RELEASORS** of this confidentiality provision shall constitute a material breach and shall entitle **RELEASEES** to liquidated damages in the amount of [REDACTED] plus attorneys' fees and court

costs incurred by **RELEASEES** in enforcing the confidentiality provision of this Settlement Agreement and General Release.

8. **THE UNDERSIGNED HEREBY DECLARES THAT THE TERMS OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE HAVE BEEN COMPLETELY READ, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, ON ACCOUNT OF THE ALLEGED DAMAGE OR LOSS ABOVE MENTIONED, FOR THE EXPRESS PURPOSE OF PRECLUDING FOREVER ANY ADDITIONAL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DAMAGE OR LOSS. THE UNDERSIGNED RECOGNIZES THAT THE FUTURE COURSE OF PRESENT INJURIES OR DAMAGES CANNOT BE PREDICTED WITH CERTAINTY, AND EXPRESSLY WAIVES ANY CLAIM THAT THIS RELEASE IS NOT FAIRLY AND KNOWINGLY MADE. RELEASORS HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE AND HAVE CONSULTED WITH AN ATTORNEY.**

9. None of the **RELEASEES** shall have any liability whatsoever in the event that any of the **RELEASORS** shall be liable for any federal, state or other taxes of any kind whatsoever arising from the payment made hereunder to **RELEASORS**, it being expressly agreed that the **RELEASORS** shall be solely responsible for all requests, claims, petition or demands with respect thereto.

