

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

ABBVIE INC. et al.,

Defendants.

CIVIL ACTION

Case No. 14-cv-5151

**APPEAL BOND**

Bond No. 16050850

**KNOW ALL MEN BY THESE PRESENTS**, That we, AbbVie Inc., Abbott Laboratories, and Unimed Pharmaceuticals LLC, as Principals, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Federal Trade Commission, as Oblige, in the amount of four hundred and eighty-four million, four hundred and forty-nine thousand, nine hundred and forty-three and 00/100 Dollars (\$484,449,943.00) for the payment of which, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, on the 18th day of July, 2018, in the above-named Court, the above-named plaintiff Federal Trade Commission recovered a judgment (the "Judgment") against the above-named defendants AbbVie Inc., Abbott Laboratories, and Unimed Pharmaceuticals LLC (the "Principals") for the sum of four hundred and sixty-two million, one hundred and eighty-one thousand, three hundred and ninety-seven and 00/100 Dollars (\$462,181,397.00);

**WHEREAS**, the Principals have filed a notice of appeal on 08/06/2018 to the United States Court of Appeals (the "court of appeals") to review the Judgment entered in the above-named case, and may wish to seek further review in the United States Supreme Court (the "Supreme Court");

**NOW THEREFORE**,

AbbVie Inc., Abbott Laboratories, and Unimed Pharmaceuticals LLC, Principals, and Liberty Mutual Insurance Company as Surety each undertakes and promises to pay to the Federal Trade Commission as follows:

1. In the event that (a) the Judgment is affirmed by the court of appeals, or the appeal is dismissed by the court of appeals, and the time for filing a petition for a writ of certiorari in the Supreme Court, as extended by order of that Court, expires; (b) the Judgment is affirmed by the court of appeals, or the appeal is dismissed by the court of appeals, and the Supreme Court denies a petition for a writ of certiorari; (c) the Judgment is affirmed by the court of appeals, the judgment of the court of appeals is affirmed by the Supreme Court, and the Supreme Court issues a mandate or a certified copy of its judgment; OR (d) the appeal is dismissed by the court of appeals, the dismissal of the appeal is affirmed by the Supreme Court, and the Supreme Court issues a mandate or a certified copy of its judgment, the Principals and the Surety each undertakes and promises to pay to the Federal Trade Commission the monetary amount that the Judgment states the Principals must pay, together with costs and interest;

2. In the event that the court of appeals reverses or vacates the Judgment but the Supreme Court hears the case and reinstates the Judgment, and the Supreme Court issues a mandate or a certified copy of its judgment, the Principals and the Surety each undertakes and promises to pay to the Federal Trade Commission the monetary amount that the Judgment states the Principals must pay, together with costs and interest;
3. In the event that (a) the court of appeals modifies the Judgment and the time for filing a petition for a writ of certiorari in the Supreme Court, as extended by order of that Court, expires; (b) the court of appeals modifies the Judgment and the Supreme Court denies a petition for certiorari; OR (c) the court of appeals modifies the Judgment, the Supreme Court affirms the judgment of the court of appeals, and the Supreme Court issues a mandate or a certified copy of its judgment, the Principals and the Surety each undertakes and promises to pay to the Federal Trade Commission the monetary amount that the Judgment as so modified states the Principals must pay, together with costs and interest;
4. In the event that the Supreme Court modifies the Judgment, and the Supreme Court issues a mandate or a certified copy of its judgment, the Principals and the Surety each undertakes and promises to pay to the Federal Trade Commission the monetary amount that the Judgment as modified by the Supreme Court states the Principals must pay, together with costs, interest, and any damages for delay;
5. The condition of this Obligation is that if the Principals shall satisfy in full their undertaking and promise as set forth above, then the Surety's obligation to pay shall be null and void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER,** the aggregate liability of the Surety shall in no event exceed four hundred and eighty-four million, four hundred and forty-nine thousand, nine hundred and forty-three and 00/100 Dollars (\$484,449,943.00) regardless of the number of years this bond is in force.

The undersigned represents and warrant that they are duly authorized to execute this instrument on behalf of the entities under which names their signature appear.

Signed, sealed, and dated this 6<sup>th</sup> day of August, 2018.



**PRINCIPALS:**

AbbVie Inc.

BY: Jennifer Lagomas  
Principal Asst Secretary

Abbott Laboratories

BY: [Signature]  
Principal

Unimed Pharmaceuticals LLC

BY: Jennifer Lagomas  
Principal Secretary

**SURETY:**

Liberty Mutual Insurance Company

BY: 

Kathleen K. Freund, Attorney-In Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6887216

American Fire and Casualty Company  
The Ohio Casualty Insurance CompanyLiberty Mutual Insurance Company  
West American Insurance Company**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kathleen K. Freund; Stacy Killebrew

all of the city of Denver, state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

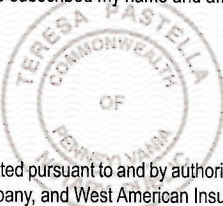
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of February, 2015.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of February, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 26, 2017  
Member, Pennsylvania Association of Notaries

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of August, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.