

Brown et al v. Medicis Pharmaceutical Corporation,

No. 1:13-cv-01345-RJL

Exhibit 4

Exhibit to Plaintiffs' Memorandum of Points and Authorities in Support
of Joint Motion for Preliminary Approval of the Modified Class
Settlement

RELEASE AND INDEMNIFICATION AGREEMENT
(CLASS MEMBERS, EXCLUDING NAMED PLAINTIFFS)

In consideration of my receipt of a court-approved monetary distribution from the Claims Portion of the Settlement Fund in *Brown et al. v. Medicis Pharmaceutical Corporation*, Case No. _____ (the "Litigation"), I agree to the terms of this General Release and Indemnification Agreement (the "Agreement").

DEFINITIONS

Unless otherwise specified, the terms used in this Agreement shall have the same meanings as those set forth in the Settlement Agreement.

LIMITED RELEASE OF CLAIMS

I hereby waive, release and discharge Medicis Pharmaceutical Corporation ("Medicis") and Valeant Pharmaceuticals International Corp. ("Valeant"), including their officers, directors, subsidiaries, affiliates, predecessors, successors, fiduciaries, insurers, employees, consultants and agents ("Released Parties"), from any and all claims of sex discrimination under federal, state and local laws. I understand that this release includes all sex discrimination claims that I have or may have against the Released Parties arising at any time on or before December 10, 2012. This includes sex discrimination claims pertaining to: compensation, promotions, pregnancy, maternity leave and caregiver status, terminations, sexual harassment, and other terms and conditions of employment. I understand that my release includes all related claims for monetary damages, injunctive, declaratory or equitable relief, and costs and attorneys' fees, whether arising under Title VII of the Civil Rights Act of 1964, as amended, or any other federal, state, local or common laws or regulations regarding sex discrimination.

I understand that my release does not include other claims of discrimination such as but not limited to claims of race, age, disability, religion, sexual orientation, or national origin discrimination, or other employment-related claims such as those arising under the Fair Labor Standards Act or the Employment Retirement Income Security Act.

INDEMNIFICATION

I understand that I am responsible for payment of any and all federal, state or local taxes (excluding the employer share of employment taxes and unemployment taxes and excluding payroll taxes properly withheld from the distributions) resulting from or attributable to the distributions that I receive. Accordingly, I agree to indemnify and hold harmless the Released Parties, Class Counsel, and the Depository Bank from any tax liability relating to my receipt of the award, including penalties and interest and costs of any proceedings. I further agree to indemnify and hold harmless the Claims Administrator and Trustees of the Settlement Fund from any tax liability, including penalties and interests and costs of any proceedings, attributable to my own acts or omissions. In the event a tax liability for interest or penalties arises with respect to my award that is attributable to acts or omissions of the Claims Administrator or Trustees, I agree to indemnify and hold harmless the Claims Administrator and Trustees of the Settlement Fund from any tax liability only to the extent of the taxes due and payable, but not with respect

to penalties and interest, or the costs of any proceedings related to liability for penalties or interest.

OTHER AGREEMENTS AND REPRESENTATIONS

Confidentiality. I agree to keep the amount of any and all distributions I receive from the Settlement Fund strictly confidential to the fullest extent permitted by law, except that I may disclose the same to my attorneys, tax or financial advisors and immediate family members.

Ownership of Claims. I represent and warrant that I have not assigned or transferred any claim that I am purporting to release, nor have I attempted to do so.

Entire Agreement. This Agreement may not be modified in any manner, except by a writing signed by both an authorized Medicis or Valeant attorney and me. I acknowledge that Medicis and Valeant have made no oral representations or promises to me, and that I have not relied on any representations or promises, other than those in or referred to by this Agreement, the Settlement Agreement, and the Court regarding this Litigation.

Successors and Assigns. This Agreement binds my heirs, administrators, representatives, executors, successors, and assigns.

Interpretation. This Agreement shall be construed as a whole according to its fair meaning. Unless the context indicates otherwise, the term “or” shall be deemed to include the term “and” and the singular or plural number shall be deemed to include the other. This Agreement shall be governed by the statutes and common law of the District of Columbia (excluding any that mandate the use of another jurisdiction’s laws).

Knowing and Voluntary Waiver and Release of Claims. I understand and represent that I am entering into this Agreement knowingly and voluntarily, that I understand the terms of this Agreement, and that I have had a sufficient amount of time to consider this Agreement before signing it.

AGREED:

[SIGNATURE]

[PRINT NAME]

Date