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ottom"> \$ 11.18 638,754

Rajiv Malik

3/30/08	3/30/08	800,000			3/18/08	3/17/08	109,432	1,223,450
3/18/08	3/17/08		197,306	\$ 11.18	638,754			

Didier Barret

3/30/08	3/30/08	N/A			3/18/08	3/17/08	27,952	312,503
3/18/08	3/17/08		65,769	\$ 11.18	212,916			

- (1) The performance goals under the bonus program applicable to the Named Executive Officers during 2008 are described above in the Compensation Discussion and Analysis.
- (2) Consist of a combination of time-based restricted stock units, special recognition time-based restricted stock units (a portion of which vested upon grant), and performance-based restricted stock units, in each case awarded under the 2003 Plan. The vesting terms applicable to these awards are described below following the table entitled Outstanding Equity Awards at End of 2008.
- (3) Represents the grant of ten-year stock options awarded under the 2003 Plan during 2008 to the Named Executive Officers at an exercise price equal to the closing price of the Company's common stock on the date of grant. The vesting terms applicable to these awards are described below following the table entitled Outstanding Equity Awards at End of 2008. Following termination of employment, vested stock options will generally remain exercisable for 30 days following termination, except that (i) in the case of termination because of disability, 100% of options become vested and vested options will remain exercisable for two years following termination; (ii) in the case of a termination due to a reduction in force, vested options will remain exercisable for one year following termination, and (iii) in the case of death or retirement, or a participant's death within two years following termination because of disability, 100% of options become vested and vested options will remain exercisable for the remainder of the original term.
- (4) Represents the grant date fair value of the specific award granted to the Named Executive Officer. For information regarding assumptions used in determining such value, please refer to Note 15 to the Company's Consolidated Financial Statements included in its Form 10-K filed with the SEC.

**Table of Contents****Outstanding Equity Awards at the End of 2008**

The following table sets forth information concerning all of the outstanding equity-based awards held by each Named Executive Officer as of December 31, 2008.

Name	Option Awards				Stock Awards			Equity Incentive Plan Awards: Market or Payout
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)(2)	Market Value of Shares or Units of Stock That Have Not Vested (\$)(3)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)(4)	Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$)(5)
Robert J. Coury	16,875		15.1778	2/1/2012				
	675,000		12.3822	7/22/2012				
	675,000		15.5111	1/1/2013				
	110,467	55,233	23.2700	4/5/2016				
	200,000	600,000	15.8000	7/27/2017				
	631,380	11.1800	3/18/2018					
					21,487	212,506	85,700	847,573
					122,363	1,210,170	187,835	1,857,688
					80,501	796,155		
					51,152	505,893		
Edward J. Borkowski	257,500		13.6845	3/4/2012				
	25,267	12,633	23.2700	4/5/2016				
	50,000	150,000	15.8000	7/27/2017				
		197,306	11.1800	3/18/2018				
					36,076	356,792	19,600	193,844
					25,157	248,803	58,699	580,533
					17,051	168,634		
Heather Bresch	4,500		11.5833	3/30/2010				
	9,000	3,000	19.3600	3/28/2013				

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	56,250	18,750	17.4600	8/1/2015				
	25,000	75,000	22.1400	1/31/2017				
	40,000	120,000	15.8000	7/27/2017				
		197,306	11.1800	3/18/2018				
					3,694	36,534	58,699	580,533
					26,371	260,809		
					25,157	248,803		
					17,051	168,634		
Rajiv Malik	30,000	90,000	22.1400	1/31/2017				
	40,000	120,000	15.8000	7/27/2017				
		197,306	11.1800	3/18/2018				
					10,000	98,900	58,699	580,533
					26,371	260,809		
					25,157	248,803		
					17,051	168,634		
Didier Barret	37,500	112,500	16.7300	10/2/2017				
		65,769	11.1800	3/18/2018				
					78,469	776,058	19,566	193,508
					8,386	82,938		

- (1) Vesting dates applicable to unvested stock options are as follows, in each case subject to continued employment with the Company: Mr. Coury's unvested options at the \$23.27 exercise price will vest on March 31, 2009, one-third of his unvested options at the \$15.80 exercise price will vest on July 27 of each of 2009, 2010 and 2011, and one-third of his unvested options at the \$11.18 price vested on March 18, 2009, and the remaining two thirds will vest on March 18 of each of, 2010 and 2011; Ms. Bresch's unvested options at the \$19.36 exercise price will vest on March 28, 2009, and her unvested options at the \$17.46 exercise price will vest on August 1, 2009;

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one-third of her and Mr. Malik's unvested options at the \$15.80 exercise price will vest on July 27 of each of 2009, 2010 and 2011, one-third of the options at the \$11.18 exercise price vested on March 18, 2009, and the remaining two-thirds will vest equally on March 18 of 2010 and 2011; and one-third of Ms. Bresch's and Mr. Malik's unvested options at the \$22.14 exercise price vested on January 31, 2009, and the remaining unvested options at such price will vest 50% on each of January 31, 2010 and 2011; and one-third of Mr. Barret's unvested options at the \$16.73 exercise price will vest on October 2 of 2009, 2010 and 2011; and one-third of his options at the \$11.18 exercise price vested on March 18, 2009, and the remaining two-thirds will vest equally on March 18 of 2010 and 2011. Mr. Borkowski's 65,768 options at the \$11.18 price vested on March 18, 2009, and his unvested options at the \$23.27 exercise price will vest on March 31, 2009. By the terms of his Separation Agreement with the Company, 50,000 of his unvested options at the \$15.80 exercise price will vest on his last day of employment (the Separation Date).

- (2) Mr. Coury's restricted stock units (RSUs) award in the amount of 21,487 shares will vest on March 31, 2009. Mr. Coury's 122,363 shares and Ms. Bresch's and Mr. Malik's 26,371 shares vest as follows: 37.5% on July 27, 2009 and 62.5% on July 27, 2010. One-third of each of Mr. Coury's 80,501 shares and Ms. Bresch's and Mr. Malik's 25,157 shares vested on March 18, 2009, with the remaining portion vesting in two equal annual installments on March 18 of 2010 and 2011. Except as described below, all of the other restricted shares or RSUs in the table vest 50% on March 18 of each of 2009 and 2010, with the exception of Mr. Malik's unvested award of 10,000 shares, which will vest on January 31, 2010, Mr. Barret's unvested awards of 78,469 shares, which will vest on October 2, 2010, and 8,386 shares, which will vest two-thirds on March 18, 2010 and one-third on March 18, 2011, and Ms. Bresch's award of 3,694 shares vested on February 14, 2009. In accordance with their terms, all of these awards would vest upon a change in control or upon the executive officer's retirement from the Company. Mr. Borkowski vested in 16,910 RSUs on March 18, 2009 and, by the terms of his Separation Agreement, will vest in 52,963 RSUs on his Separation Date.
- (3) The market value of restricted stock awards and RSUs was calculated using the closing price of the Company's common stock as of December 31, 2008.
- (4) The vesting of all of the restricted stock awards and units shown in this column are subject to the attainment of performance goals that are described above in the Compensation Discussion and Analysis. On March 31, 2009, Mr. Coury will vest in 85,700 shares and Mr. Borkowski will vest in 19,600 shares. The other awards will vest in full upon the earliest to occur of (i) March 18, 2011, provided that the performance goals have been satisfied, (ii) a change of control and (iii) the executive's death or disability. Any outstanding shares subject to the award that remain unvested as of March 18, 2011 will be forfeited.
- (5) The market value of restricted stock awards was calculated using the closing price of the Company's common stock as of December 31, 2008.

**Option Exercises and Stock Vested for 2008**

None of the Named Executive Officers exercised stock options during 2008. The following stock awards vested for the Named Executive Officers during 2008:

Option Awards		Stock Awards	
Number of Shares Acquired	Value Realized on	Number of Shares	Value Realized on

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<b>Name</b>	<b>on Exercise (#)</b>	<b>Exercise (\$)</b>	<b>Acquired on Vesting (#)</b>	<b>Vesting (\$)</b>
Robert J. Coury			77,653	940,814
Edward J. Borkowski			17,544	214,901
Heather Bresch			18,812	230,533
Rajiv Malik			15,118	182,733
Didier Barret				

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The following table summarizes the benefits accrued by the Named Executive Officers during 2008 under the RBA (or deferred compensation plan, in the case of Mr. Malik) in effect with the Named Executive Officer. The Company does not sponsor any other defined benefit pension programs covering the Named Executive Officers.

<b>Name</b>	<b>Plan Name(1)</b>	<b>Number of Years Credited Service (#)</b>	<b>Present Value of Accumulated Benefit (\$)</b>	<b>Payments During Last Fiscal Year (\$)</b>
Robert J. Coury	Retirement Benefit Agreement	7	8,320,376	
Edward J. Borkowski	Retirement Benefit Agreement	7	948,838	
Heather Bresch	N/A			
Rajiv Malik	The Executive Plan for Rajiv Malik(2)	1	110,185	
Didier Barret	N/A			

(1) Ms. Bresch, Mr. Malik and Mr. Barret are not party to Retirement Benefit Agreements.

(2) This is a deferred compensation plan established for the benefit of Mr. Malik.

**Retirement Benefit Agreements and Deferred Compensation Plan**

In December 2004, the Company entered into RBAs with each of Messrs. Coury and Borkowski in furtherance of the obligations contained in their respective employment agreements, which RBAs were modified in April 2006, and in December 2008 (and, in the case of Mr. Coury, also in July 2007) (the Amended RBAs ).

Pursuant to the Amended RBAs, upon retirement following completion of ten or more years of service, Mr. Coury would be entitled to receive a lump sum retirement benefit equal to the lump sum present value of an annual payment of 40% of the sum of his base salary on the date of retirement and the average of the three highest annual cash bonuses paid to Mr. Coury during the five years preceding his retirement, paid for a period of 15 years beginning at age 55, and Mr. Borkowski would be entitled to receive a lump sum retirement benefit equal to the present value of an annual payment of \$150,000 for a period of 15 years beginning at age 55 (in each case, the Retirement Benefit ). After completing five years of continuous service since the date of hire, these executives each vested 50% vested in his Retirement Benefit, with an additional 10% of the Retirement Benefit vesting after each year of service for up to five additional years (the Partial Benefit ).

Upon the occurrence of a change of control of the Company, each executive would become fully vested in his Retirement Benefit and would be entitled to receive a lump sum payment equal to the net present value of the Retirement Benefit as soon as practicable following any subsequent termination of employment. If an executive dies while employed by the Company, the executive s beneficiary would be entitled to receive a lump sum payment equal to the greater of (i) two times the executive s current base salary or (ii) the net present value of the Retirement Benefit.

If Mr. Coury is terminated in a manner entitling him to severance under his employment agreement, he will be entitled to three additional years of service credit for vesting purposes. Further, Mr. Coury's Amended RBA provides that if (a) Mr. Coury's employment is terminated without cause or for good reason within one year prior to a potential change in control and (b) the transaction or other event contemplated by the potential change in control is consummated so as to result in a change in control, Mr. Coury will be entitled to receive the excess (if any) of the retirement benefit that would have been paid to him had his employment terminated following the change in control and the retirement benefit actually paid to him. Mr. Borkowski's Amended RBA provides that if his employment is terminated without cause or for good reason, he will receive additional years of service credit corresponding to the applicable severance multiplier under his employment agreement.

Each of the RBAs provides that the executive is prohibited for one year following termination from engaging in activities that are competitive with the Company's activities, provided that this provision will have no effect if, after the occurrence of a change in control, the Company refuses, fails or disputes any payments to be made to the executive under the RBA, whether or not the executive actually receives payment under the RBA.

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Each of the RBAs provides that during the five-year period following termination, except for any termination occurring following a change in control, the Company may request that the executive provide consulting services for the Company, which services will be reasonable in scope, duration and frequency, and not to exceed 20 hours per month. The hourly rate for such consulting services will be determined by the parties at the time, but may not be less than \$500 per hour, payable monthly. The executive would also be entitled to reimbursement of all out-of-pocket expenses incurred in the course of providing these services.

Information concerning the estimated value of benefits under the RBAs assuming retirement as of December 31, 2008 is at Potential Payments Upon Termination or Change of Control.

In 2007, the Company established a nonqualified deferred compensation plan for Mr. Malik, which is intended to be in place until such time as he relocates to, and is paid through, the U.S. and can participate in the Company's 401(k) plan. The Company contributes to Mr. Malik's account each pay period. The plan account will be distributed to Mr. Malik upon the Company's termination of the plan, the termination of Mr. Malik's employment, or other qualifying distribution events, such as his retirement, disability or death.

## **Employment Agreements**

The Company is party to employment agreements with each of the Named Executive Officers.

*Robert J. Coury.* In April 2006, the Company and Mr. Coury entered into an Amended and Restated Executive Employment Agreement, superseding his original agreement from 2002, which agreement was modified in December 2008, for technical changes necessitated by Section 409A. The Amended and Restated Executive Employment Agreement has an initial term of three years (through March 31, 2009) and is automatically renewed on each anniversary of the effective date unless a non-renewal notice is provided. Pursuant to the agreement, Mr. Coury is entitled to an annual base salary of \$1,500,000, and he is eligible for an annual performance-based target bonus of at least 100% of base salary which will be payable upon the achievement of the performance targets. Mr. Coury is also entitled to participate in long-term incentive and equity plans of the Company on a basis at least as favorable as other senior executives and entitled to employee benefits and other fringe benefits no less favorable than the benefits to which he was entitled under his original employment agreement. Throughout the term of the agreement and for a period of two years following Mr. Coury's termination of employment for any reason, he may not engage in activities that are competitive with the Company's activities and may not solicit the Company's customers or employees.

For a description of the termination provisions of the Amended and Restated Executive Employment Agreement, please see below, at Potential Payments Upon Termination or Change of Control .

*Mr. Borkowski, Ms. Bresch, Mr. Malik and Mr. Barret.* The Company entered into an employment agreement with Mr. Borkowski in July 2004, superseding his original employment agreement, and the same was amended in April 2006 and in March 2008. The Company entered into employment agreements with Ms. Bresch and Mr. Malik in January 2007, which agreements were amended in October 2007. All of these agreements were modified in December 2008, for technical changes necessitated by 409A. The Company entered into an employment agreement with Mr. Barret in October 2007. Each agreement provides for the payment of a minimum base salary, as well as eligibility to receive a discretionary bonus and fringe benefits of employment as are customarily provided to senior executives of the Company.

Unless earlier terminated, extended or renewed, the agreements with Ms. Bresch and Mr. Malik expire on January 31, 2010. Mr. Barret's agreement does not include a fixed termination date. Ms. Bresch and Mr. Malik's agreements provide for target bonuses equal to 100% of their respective base salaries. Each of Ms. Bresch, Mr. Malik and Mr. Barret's agreements also provide that throughout the term of the agreement and for a period of one year following



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the executive's termination of employment for any reason, the executive may not engage in activities that are competitive with the Company's activities and may not solicit the Company's customers or employees. As stated above, Mr. Borkowski is leaving the Company and accordingly his Employment Agreement will terminate on his Separation Date.

For a description of the termination provisions under these agreements, please see below, at Potential Payments Upon Termination or Change of Control .

**Table of Contents****Potential Payments Upon Termination or Change of Control**

The following discussion summarizes the termination and change of control-related provisions of the employment agreements, RBAs and transition and succession agreements entered into between the Company and the applicable Named Executive Officers, and the change of control provisions under the Company's 2003 Long-Term Incentive Plan, as amended.

***Employment Agreements.***

*Robert J. Coury.* Under Mr. Coury's Employment Agreement, in the event of a termination of Mr. Coury's employment by the Company for cause, he will be entitled to wages and benefits through the termination date and vested benefits payable pursuant to Company plans or agreements between the Company and Mr. Coury (accrued benefits). Upon Mr. Coury's termination of employment by the Company without cause, by Mr. Coury for good reason, or by reason of death or disability (each as defined in the employment agreement), he will be entitled to receive, in addition to his accrued benefits, (a) three times the sum of his then current base salary and the higher of his target bonus for the year of termination or average of actual bonuses awarded to him for the three years preceding his termination of employment, (b) a pro-rata target bonus for the year of termination, (c) continuation of employee benefits for a period of three years following termination of employment and an annual allowance relating to access to corporate aircraft for three years following termination and (d) immediate vesting of outstanding equity awards. Amounts payable upon death or disability will be reduced by other death or disability benefits received from the Company, and cash severance amounts payable upon disability will be paid over a three-year period.

If Mr. Coury's employment with the Company had terminated on December 31, 2008, by the Company without cause or by Mr. Coury for good reason, under his employment agreement he would have been entitled to cash severance payments and other benefits having an aggregate value of \$17,855,872, and equity awards having an intrinsic value as of December 31, 2008 of approximately \$5,429,976 would have become vested. If Mr. Coury's employment with the Company had terminated on December 31, 2008, because of his death, he would have been entitled to cash severance payments and other benefits under his employment agreement having an aggregate value of \$20,809,638. If Mr. Coury's employment with the Company had terminated on December 31, 2008, because of his disability, he would have been entitled to cash severance payments and other benefits under his employment agreement having an estimated aggregate value as of December 31, 2008 (taking into account the present value of three years of continued salary payments), of \$23,285,848.

*Heather Bresch and Rajiv Malik.* If Ms. Bresch or Mr. Malik were to resign for good reason or be discharged by the Company without cause, such executive would be entitled to a lump sum payment equal to 12 months of base salary, 12 months of health benefits at the Company's cost, plus a pro rata bonus equal to the bonus such executive would have been entitled to receive for the fiscal year in which the termination occurs. If the term of employment in the employment agreement of either such executive is not extended or renewed on terms mutually acceptable to him or her and the Company, by the terms of their respective employment agreements, he or she would be entitled to a lump sum payment equal to 12 months' continuation of base salary and health benefits at the Company's cost.

If Ms. Bresch's employment had been terminated on December 31, 2008, by the Company without cause, she would have been entitled to receive \$1,849,205 under her employment agreement and equity awards. If Ms. Bresch's employment with the Company would have been terminated by her on December 31, 2008, for good reason, she would have been entitled to cash severance payments and other benefits under her employment agreement and equity awards having an aggregate value of \$1,814,173. If Ms. Bresch's employment with the Company had terminated on December 31, 2008 because of her death or disability, she would have been entitled to cash severance payments and

other benefits under her employment agreement and equity awards having an aggregate value of \$2,643,510.

If Mr. Malik's employment had been terminated on December 31, 2008, by the Company without cause or by Mr. Malik for good reason, he would have been entitled to cash severance and other benefits under his employment agreement having an estimated aggregate value of \$1,532,752. If Mr. Malik's employment with the Company had terminated on December 31, 2008, because of his death or disability, he would have been entitled to cash severance

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payments and other benefits under his employment agreement and equity awards having an aggregate value of \$2,559,763.

*Didier Barret.* If Mr. Barret's employment had been terminated on December 31, 2008, by the Company without cause, he would have been entitled to cash severance and other benefits under his employment agreement having an estimated aggregate value of \$1,879,218. If Mr. Barret's employment with the Company would have been terminated by him on December 31, 2008, for good reason, he would have been entitled to cash severance under his employment agreement having an aggregate value of \$1,103,160. If Mr. Barret's employment with the Company had terminated on December 31, 2008 because of his death or disability, he would have been entitled to receive equity awards having an intrinsic value of approximately \$1,052,503.

*Edward J. Borkowski.* In accordance with his Separation Agreement, Mr. Borkowski will be paid an amount equal to 1.5 times the sum of his current base salary (i.e., \$500,000) and his prior bonus, as defined in his Employment Agreement (i.e., \$1,000,000), less applicable withholdings. In addition, in consideration for the restrictive covenants and the release (in the form attached to his Separation Agreement), Mr. Borkowski will also receive an amount estimated at \$237,811, which amount may vary based upon changes to the long-term applicable federal rate between February and the month in which the Separation Date occurs.

***Retirement Benefit Agreements.***

*Mr. Coury.* If Mr. Coury's employment had terminated for any reason on December 31, 2008, he would have been entitled to a lump sum payment under his RBA having the following estimated values: (i) in the case of termination for any reason other than death (or as provided in the following clauses), \$8,320,376; (ii) in the case of a termination by the Company without cause or by Mr. Coury for good reason (each as defined in his employment agreement), \$11,962,455 (taking into account the present value of three years of additional service); and (iii) in the case of termination because of Mr. Coury's disability or death, \$11,962,455 (taking into account the present value of the unvested portion of the retirement benefit at December 31, 2008). If a change in control had occurred on December 31, 2008, Mr. Coury would be entitled upon any subsequent termination of employment to receive \$12,140,263 under his RBA.

*Mr. Borkowski.* In accordance with his Separation Agreement, Mr. Borkowski will receive an amount representing payment in full of the vested portion of his Retirement Benefit under and as defined in his RBA dated December 15, 2003, as amended to date, which amount is currently estimated at \$1,347,598.

***Transition and Succession Agreements.***

*Robert J. Coury.* Mr. Coury's transition and succession agreement provides that upon a termination without cause or for good reason within three years following a change of control, Mr. Coury will be entitled to severance benefits equal to four times the sum of his base salary and the highest annual bonus paid pursuant to his employment agreement. He will also be entitled to continuation of employee benefits for a period of between two and three years following termination of employment and an annual allowance relating to access to corporate aircraft for three years following termination. In addition, if Mr. Coury's employment is terminated without cause or for good reason within one year prior to the occurrence of a potential change of control and the transaction or other event contemplated by the potential change in control is consummated so as to result in a change in control, Mr. Coury will be entitled to receive the excess of the severance that would have been paid to him pursuant to his Transition and Succession Agreement and the severance actually paid to him pursuant to his employment agreement. Mr. Coury's transition and succession agreement also provides for a gross-up payment for any excise tax on excess parachute payments. By their terms, Mr. Coury's employment agreement and Transition and Succession Agreement will be administered so as to avoid duplication of compensation or benefits.

If a change of control had occurred on December 31, 2008, and Mr. Coury's employment had been terminated on the same date under circumstances entitling him to payments under his transition and succession agreement, he would have been entitled to cash severance and other benefits having an estimated aggregate value equal to \$27,064,696 (which includes the vesting of equity awards and the valuation of other perquisites and is in addition to the Retirement Benefit in which he was vested to date) and a gross-up payment for excise taxes estimated at \$9,034,378.

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*Ms. Bresch, Mr. Malik and Mr. Barret.* The transition and succession agreements with the other Named Executive Officers (other than Mr. Barret, who is not party to a transition and succession agreement, and Mr. Borkowski, whose agreement terminates upon his Separation Date) provide that if the executive's employment is terminated other than for cause or if the executive terminates his employment for good reason, in each case within two years following the occurrence of a change of control, or, under certain circumstances, for any reason within 90 days following the first anniversary of a change of control, the executive would become entitled to receive a severance payment equal to the higher of (a) the compensation and benefits payable under his employment agreement as if the change of control were deemed to be a termination without cause under the employment agreement and (b) a lump sum severance payment in an amount equal three times the sum of base salary and highest bonus paid to the executive under the employment agreement or the transition and succession agreement, and the continuation of health and insurance benefits for a period of three years. The transition and succession agreements for each of these Named Executive Officers also provide for a gross-up payment for any excise tax on excess parachute payments.

Mr. Barret does not have a transition and succession agreement; however, his employment agreement provides that in the event of a termination of his employment, except in the event of gross or serious misconduct or his resignation, he will receive a lump sum payment equal to: (a) 100% of his annual base salary in effect at the time of termination, and (b) the greater of (i) the amount of the annual bonus actually paid to him by the Company for the year prior to the year in which termination occurs or (ii) the average of the three annual bonuses actually paid to him by the Company in the three years prior to the year in which termination occurs.

If a change of control had occurred on December 31, 2008, and the employment of each of Ms. Bresch, Mr. Malik and Mr. Barret had been terminated on the same date under circumstances entitling them to payments under their transition and succession agreements (or, in the case of Mr. Barret, his employment agreement), the executives would have been entitled to cash severance and other benefits having an estimated aggregate value as follows: for Ms. Bresch, \$5,633,362; for Mr. Malik, \$5,530,310 (which includes the vesting of equity awards and the valuation of other perquisites); and for Mr. Barret, \$2,541,769 (which includes the vesting of equity awards). Ms. Bresch would also have been entitled to a gross-up payment for excise taxes estimated at \$1,726,664.

***2003 Long-Term Incentive Plan, as amended.***

The Company's 2003 Long-Term Incentive Plan, as amended, provides that, unless otherwise provided in an award agreement, at the time of a change in control (as defined in the plan), (i) each stock option and stock appreciation right outstanding will become immediately and fully exercisable, (ii) all restrictions applicable to awards of restricted stock and RSUs will terminate in full, (iii) all performance awards (with certain limited exceptions) will become fully payable at the maximum level, and (iv) all other stock-based awards will become fully vested and payable.

A description of the material terms that apply to stock options and restricted stock awards held by the Named Executive Officers may be found in the footnotes to the table above entitled "Outstanding Equity Awards at 2008 Year-End". If a change in control had occurred on December 31, 2008, the intrinsic value of vesting equity-based awards held by the Named Executive Officers would have equaled approximately: for Mr. Coury, \$5,429,976; for Ms. Bresch, \$1,295,314; for Mr. Malik, \$1,357,680; and for Mr. Barret, \$1,052,503.

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**REPORT OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS**

*The following Report of the Audit Committee of the Board of Directors does not constitute soliciting material and shall not be deemed filed or incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent the Company specifically incorporates such information by reference.*

The Audit Committee is currently comprised of three independent directors and operates under a written charter adopted by the Board of Directors.

Management is responsible for Mylan's internal controls and the financial reporting process. The independent registered public accounting firm is responsible for performing an independent audit of Mylan's consolidated financial statements in accordance with standards of the Public Company Accounting Oversight Board (United States), and to issue a report thereon. The Audit Committee's responsibility is to monitor and oversee these processes.

In this context, the Audit Committee has met and held discussions with management and the independent registered public accounting firm regarding Mylan's audited consolidated financial statements. These discussions covered the quality, as well as the acceptability, of Mylan's financial reporting practices and the completeness and clarity of the related financial disclosures. Management represented to the Audit Committee that Mylan's consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States, and the Audit Committee has reviewed and discussed the consolidated financial statements with management and the independent registered public accounting firm. The Audit Committee discussed with the independent registered public accounting firm the matters required to be discussed by the Statement on Auditing Standards No. 61 (Codification of Statements on Auditing Standards, AU 380).

Mylan's independent registered public accounting firm also provided to the Audit Committee the written disclosures and letter required by Independence Standards Board Standard No. 1 (Independence Discussions with Audit Committees), and the Audit Committee discussed with the independent registered public accounting firm that firm's independence. Deloitte & Touche LLP, Mylan's independent registered public accounting firm, stated in the written disclosures that in their judgment they are, in fact, independent. The Audit Committee concurred in that judgment of independence.

Based upon the review and discussions referred to above, the Audit Committee recommended to the Board of Directors that the audited consolidated financial statements be included in Mylan's Form 10-K for 2008, which was filed with the Securities and Exchange Commission.

BY THE AUDIT COMMITTEE:

Douglas J. Leech, C.P.A., Chairman  
Neil Dimick, C.P.A.  
Rodney L. Piatt, C.P.A.

**COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION**

None of the members of the Compensation Committee, during 2008 or as of the date of this proxy statement, is or has been an officer or employee of the Company, and no executive officer of the Company served on the compensation committee or board of any company that employed any member of the Compensation Committee or the Board of

Directors.

**CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS**

The Company has not implemented a written policy concerning the review of related party transactions, but compiles information about transactions between the Company and its directors and officers, their immediate



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family members, and their affiliated entities, including the nature of each transaction and the amount involved. The Board of Directors annually reviews and evaluates this information, with respect to directors, as part of its assessment of each director's independence. Based on a review of the transactions between the Company and its directors and officers, their immediate family members, and their affiliated entities, the Company has determined that, during 2008, it was not a party to any transaction in which the amount involved exceeds \$120,000 and in which any of the Company's directors, executive officers or greater than five percent shareholders, or any of their immediate family members or affiliates, have a direct or indirect material interest, except that during 2008, Coury Investment Advisors, Inc. ( CIA ) and Coury Financial Group, LP ( CFG ), the principals of which are brothers of Mr. Coury, the Company's Vice Chairman and Chief Executive Officer, served as the broker in connection with several of the Company's employee benefit programs. Neither CIA nor CFG received any remuneration from Mylan.

**COMMUNICATIONS WITH DIRECTORS**

Any interested parties may contact any individual director, the Board of Directors, the non-management directors as a group or any other group or committee of directors, by submitting such communications in writing to the director or directors, at the following address:

Mylan Inc.  
c/o Corporate Secretary  
1500 Corporate Drive  
Canonsburg, Pennsylvania 15317

Communications regarding accounting, internal accounting controls or auditing matters may also be reported to the Company's Board using the above address. All communications received as set forth above will be opened by the office of the Corporate Secretary for the purpose of determining whether the contents represent a message to our directors. Materials that are not in the nature of advertising or promotions of a product or service or patently offensive will be forwarded to the individual director, or to the Board or to each director who is a member of the group or committee to which the envelope is addressed.

**2010 SHAREHOLDER PROPOSALS**

If you wish to submit proposals intended to be presented at our 2010 Annual Meeting of Shareholders pursuant to Rule 14a-8 under the Exchange Act, your proposal must be received by us at our principal executive offices no later than December 1, 2009, and must otherwise comply with the requirements of Rule 14a-8 in order to be considered for inclusion in the 2010 proxy statement and proxy.

In order for proposals of shareholders made outside the processes of Rule 14a-8 under the Exchange Act to be considered timely for purposes of Rule 14a-4(c) under the Exchange Act, the proposal must be received by us at our principal executive offices not later than January 7, 2010. Additionally, under the Company's by-laws, shareholder proposals made outside of the processes of Rule 14a-8 under the Exchange Act must be received at our principal executive offices, in accordance with the requirements of the by-laws not later than January 7, 2010; provided, however, that in the event that the 2010 annual meeting is called for a date that is not within 25 days before or after May 7, 2010, notice by shareholders in order to be timely must be received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure of the date of the annual meeting was made, whichever first occurs. Shareholders are advised to review our by-laws, which contain additional requirements with respect to advance notice of shareholder proposals and director nominations.

**OTHER MATTERS; DIRECTIONS**

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On the date of this Proxy Statement, the Board of Directors knows of no other matters that will be presented for consideration at the Annual Meeting. If any other matters properly come before the meeting, the proxies solicited

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hereby will be voted in accordance with the best judgment of the person or persons voting such proxies. Directions to the Annual Meeting can be obtained by contacting Mylan's Investor Relations at 724-514-1800.

**2008 ANNUAL REPORT**

A copy of our Annual Report to Shareholders for 2008 has been mailed to all shareholders entitled to notice of and to vote at the Annual Meeting. Our report on Form 10-K, as defined, is not incorporated into this Proxy Statement and shall not be deemed to be solicitation material. A copy of our Form 10-K is available without charge from our Company website at [www.mylan.com](http://www.mylan.com) or upon written request to: Mylan Investor Relations, Mylan Inc., 1500 Corporate Drive, Canonsburg, Pennsylvania 15317.

**YOUR VOTE IS IMPORTANT. PLEASE SIGN AND DATE THE ENCLOSED PROXY CARD AND RETURN IT PROMPTLY IN THE ENCLOSED POSTAGE-PAID ENVELOPE OR VOTE OVER THE INTERNET OR BY TELEPHONE BY FOLLOWING THE INSTRUCTIONS SET FORTH IN THE ENCLOSED PROXY CARD.**

By order of the Board of Directors,

Joseph F. Haggerty  
*Corporate Secretary*

March 27, 2009  
Canonsburg, Pennsylvania

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**THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR ALL NOMINEES IN ITEM 1 BELOW AND FOR ITEMS 2, 3 AND 5 BELOW.**

x  
Please mark  
your votes like  
this.

1. Elect the following nine directors, each for a term of one year:

**o FOR all nominees**

**o WITHHOLD AUTHORITY  
for all nominees listed below**

- |                    |                                |   |
|--------------------|--------------------------------|---|
| 01 Milan Puskar    | 04 Neil Dimick, C.P.A.         | 07 Rodney L. Piatt, C.P.A.                          |
| 02 Robert J. Coury | 05 Douglas J. Leech,<br>C.P.A. | 08 C.B. Todd  |
| 03 Wendy Cameron   | 06 Joseph C. Maroon, MD        | 09 Randall L. (Pete)<br>Vanderveen,, Ph.D.,<br>R.Ph |

**INSTRUCTION:** To withhold authority to vote for one or more individual nominees, mark **FOR ALL NOMINEES** above and write in the name of each nominee with respect to whom you wish to withhold authority to vote in the space provided below.

- |  |            |                |                |
|--|------------|----------------|----------------|
| 2. Approve an amendment to the Company's Articles of Incorporation to increase authorized shares:    | <b>FOR</b> | <b>AGAINST</b> | <b>ABSTAIN</b> |
|  | o          | o              | o              |
| 3. Approve an amendment to the Company's 2003 Long-Term Incentive Plan:                              | <b>FOR</b> | <b>AGAINST</b> | <b>ABSTAIN</b> |
|  | o          | o              | o              |
| 4. Approve an amendment to the Company's Bylaws regarding voting in uncontested director elections:  | <b>FOR</b> | <b>AGAINST</b> | <b>ABSTAIN</b> |
|  | o          | o              | o              |
| 5. Ratify appointment of Deloitte & Touche LLP as our independent registered public accounting firm: | <b>FOR</b> | <b>AGAINST</b> | <b>ABSTAIN</b> |
|  | o          | o              | o              |

To change the address on your account please check the box at right and indicate your new address in the address space on the reverse side. Please note that changes to the registered name(s) on the account may not be submitted via this method.

**This proxy is solicited on behalf of the Board of Directors. This proxy, when properly executed, will be voted in the manner directed herein. This proxy will be voted FOR ALL NOMINEES in Item 1 and FOR Items 2, 3 and 5 if no choice is specified. This proxy will be counted as an abstention with respect to Item 4 if no choice is specified. The proxies are hereby authorized to vote in their discretion upon such other matters as may properly come before the meeting and any and all adjournments or postponements thereof.**

Receipt is hereby acknowledged of the notice of annual meeting and proxy statement of Mylan Inc.

Date: \_\_\_\_\_, 2009

Signature:

Signature:

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Note: Please sign exactly as your name or names appear on this Proxy. When shares are held jointly, each holder should sign. When signing as executor, administrator, attorney, trustee or guardian, please give full title as such. If the signer is a corporation, please sign full corporate name by duly authorized officer, giving full title as such. If signer is a partnership, please sign in partnership name by authorized person.

**Please detach along the perforated line  
VOTE BY TELEPHONE OR INTERNET**

**QUICK**

**EASY**

**IMMEDIATE**

**Your vote over the Internet or by telephone authorizes the named proxies to vote your shares in the same manner as if you marked, signed and returned your proxy card.**

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**VOTE BY INTERNET:** The Internet address is **www.cesvote.com**. You will be asked to enter a CONTROL NUMBER, which is located in the lower right-hand corner of this form.

**VOTE BY PHONE:** Call toll-free **1-888-693-8683** from any touch-tone telephone. You will be asked to enter a CONTROL NUMBER, which is located in the lower right-hand corner of this form. There is NO CHARGE for this call.

**OPTION A:** To vote as the Board of Directors recommends on **ALL** proposals, press 1.

**OPTION B:** If you choose to vote on each proposal separately, press **0** and follow the instructions.

**IF YOU VOTE BY PHONE OR INTERNET DO NOT MAIL THE PROXY CARD**  
**THANK YOU FOR VOTING**

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**CONTROL  
NUMBER  
for  
Telephone/Internet  
Voting  
PROXY MYLAN INC.  
PROXY FOR THE ANNUAL MEETING OF SHAREHOLDERS  
TO BE HELD THURSDAY, MAY 7, 2009**

**This Proxy is Solicited on Behalf of the Board of Directors of Mylan Inc.**

The undersigned hereby appoints MILAN PUSKAR and ROBERT J. COURY, and each with full power to act without the other, as proxies, with full power of substitution, for and in the name of the undersigned to vote and act with respect to all shares of common stock of MYLAN INC. ( Mylan ) which the undersigned is entitled to vote and act at the Annual Meeting of Shareholders of Mylan to be held Thursday, May 7, 2009, and at any and all adjournments or postponements thereof, with all the powers the undersigned would possess if personally present, and particularly, but without limiting the generality of the foregoing:

**(Continued and to be signed on the reverse side)**

**SEE REVERSE SIDE**

**Address Change (Mark the corresponding box on the reverse side)**

**Please detach along perforated line and sign, date, and mail in the envelope provided  
MYLAN INC.**

Annual Meeting of Shareholders

Thursday, May 7, 2009

**ADMISSION TICKET**

**\* REQUIRED FOR MEETING ATTENDANCE \* PERMITS ONE TO ATTEND \***

**YOUR VOTE IS IMPORTANT!**

**You can vote in one of three ways:**

**MAIL** Sign, date and mail your proxy card in the enclosed envelope as soon as possible.

*or*

**INTERNET** Vote by Internet at our Internet address, **www.cesvote.com**

Edgar Filing: - Form

*or*

TELEPHONE Call toll-free **1-888-693-8683** from any touch-tone telephone and follow the instructions on the reverse side. There is **NO CHARGE** to you for this call.

You may enter your voting instructions at **1-888-693-8683** or **www.cesvote.com** up until 11:59 PM EST on Wednesday, May 6, 2009.