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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

In re Effexor XR Antitrust Litigation

This Document Relates to:
Direct Purchaser Actions

Master Docket No.
3:11-cv-05479 (PGS/JBD)

**DECLARATION OF PETER S. PEARLMAN IN SUPPORT OF
DIRECT PURCHASER CLASS PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF PROPOSED SETTLEMENT**

I, Peter S. Pearlman, am an attorney duly authorized to practice law in the State of New Jersey and am admitted to practice before the United States District Court for the District of New Jersey. I am counsel for the Direct Plaintiff Class Plaintiffs ("Plaintiffs") in the above captioned litigation. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

1. On May 3, 2024, Class Counsel, through the Court-appointed claims administrator, caused notice to be given to Class members via first-class mail. The notice detailed, inter alia: (a) the terms of the Settlement; (b) the procedures and deadline for objecting to either the Settlement and/or Class Counsel's Fee Submission; (c) the procedures and deadlines for submitting claim forms and/or receiving Settlement funds; and (d) the location, date, and time of the Court's final fairness hearing. *See* Pearlman Decl. at Ex. 1 hereto (Declaration of Tina Chiango of RG/2 Claims Administration LLC Regarding Notice of the Proposed Settlement to the Direct Purchaser Class).

2. On June 10, 2024, Class Counsel filed their Fee Submission, which addressed attorneys' fees, reimbursement of costs and expenses and service awards to the named plaintiffs. *See* ECF No. 740. The Fee Submission was posted on the websites of Lead Class Counsel.

3. No objections to the Settlement were received by Lead Class Counsel or the claims administrator.

4. No objections to the Fee Submission or Revised Fee Submission were received by Lead Class Counsel.

5. No requests to opt out of the Class were received by Lead Class Counsel.

6. Counsel for Wyeth notified Class Counsel that Wyeth timely served, on Friday, April 19, 2024, the required notices pursuant to the Class Action Fairness Act of 2005 (“CAFA”). As of the date of this filing, no CAFA recipient has filed an objection or informed counsel for any of the parties of any objection to the Settlement.

7. Attached as Exhibit 1 hereto is a true and correct copy of the Declaration of Tina Chiango of RG/2 Claims Administration LLC Regarding Notice of the Proposed Settlement to the Direct Purchaser Class.

I declare under penalty of perjury that the forgoing is true and correct.

Executed this 25th day of June, 2024.

/s/Peter S. Pearlman
Peter S. Pearlman

EXHIBIT 1

**COHN LIFLAND PEARLMAN
HERRMANN & KNOPF LLP**

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Attorneys for the Direct Purchaser Plaintiff Class

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

In re Effexor XR Antitrust Litigation

Master Docket No.

3:11-cv-05479 (PGS/JBD)

This Document Relates to:

Direct Purchaser Actions

**DECLARATION OF TINA CHIANGO OF RG/2 CLAIMS
ADMINISTRATION LLC REGARDING NOTICE OF THE PROPOSED
SETTLEMENT TO THE DIRECT PURCHASER CLASS**

I, Tina Chiango, hereby declare as follows:

1. I am a Director of Claims for RG/2 Claims Administration LLC (“RG/2 Claims”), whose address is 30 South 17th Street, Philadelphia, PA 19103.

In that role, I oversee the intake and management of the claim administration of the ongoing class action settlements handled by RG/2 Claims, including the creation

and implementation of legal notice plans. I have been involved in the development and implementation of plans for class action notification for more than 25 years.

2. RG/2 Claims was established in 2002 as a full service class action notice and claims administrator, providing notice and administration services for a broad range of collective actions, including but not limited to antitrust, securities, consumer, and employment cases. RG/2 Claims specializes in the creation, development and implementation of legal notification plans. Accordingly, RG/2 Claims is familiar with, and guided by Constitutional due process provisions, rules of states and local jurisdictions, and the relevant case law relating to legal notification. Since 2002, RG/2 Claims has administered and distributed in excess of \$2.0 billion in class-action settlement proceeds.

3. In accordance with ¶ 13 of the Court's Preliminary Approval Order dated April 25, 2024 (ECF No. 732), RG/2 Claims mailed the Settlement Notice to Class members via first-class mail on May 3, 2024.

4. A copy of the Settlement Notice that was mailed to Class members is attached hereto as Exhibit A.

5. The Settlement Notice was successfully mailed to all Class members. Settlement Notices to all but two Class members were successfully delivered on the first attempt. For the other two Class members, RG/2 Claims received undeliverable Notices on the first attempt, but new addresses for those Class

members were promptly identified and copies of the Notice were successfully delivered to those new addresses, neither of which was returned as undeliverable.

6. The Settlement Notice advised Class members that they could object to the proposed Settlement or opt out of the Class, provided they do so by the deadline of June 17, 2024.¹

7. RG/2 Claims received no objections to the proposed Settlement and no Class members opted out of the Class.

I declare under penalty of perjury that the forgoing is true and correct.

Executed this 25th day of June, 2024.


TINA CHIANGO

¹ Contemporaneously with the Settlement Notice, Class members were mailed individualized, pre-populated claim forms. The Settlement Notice (and claim forms) instructed Class members to complete, sign and return or postmark claim forms by the deadline of July 2, 2024. RG/2 Claims is currently processing claim forms that have been received, and a motion for the Court's review and approval concerning the distribution of funds to Class members will be forthcoming.

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

**If you purchased brand or generic Effexor XR®
(venlafaxine hydrochloride) directly from Wyeth LLC, Wyeth
Pharmaceuticals, Inc., Wyeth-Whitehall Pharmaceuticals
LLC, Wyeth Pharmaceuticals Company, Teva
Pharmaceuticals USA, Inc., or Teva Pharmaceutical
Industries Ltd., your rights may be affected by the settlement
of a class action lawsuit.**

A federal court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

The purpose of this Notice is to alert you to the existence of and provide important details about a proposed settlement relating to a class action lawsuit brought by Rochester Drug Co-Operative, Inc., Stephen L. LaFrance Holdings, Inc. d/b/a SAJ Distributors, and Uniondale Chemists, Inc., (collectively “Plaintiffs” or “Class Representatives”) on behalf of direct purchasers of brand or generic Effexor XR directly from Wyeth LLC, Wyeth Pharmaceuticals, Inc., Wyeth-Whitehall Pharmaceuticals LLC, and Wyeth Pharmaceuticals Company (collectively, “Wyeth”) and/or Teva Pharmaceuticals USA, Inc., and Teva Pharmaceutical Industries Ltd. (collectively, “Teva”) (Wyeth and Teva collectively “Defendants”) and to give you the opportunity to object to or opt out of a proposed settlement of that lawsuit against Wyeth.

The proposed settlement is with Wyeth only and will provide \$39,000,000 in cash to resolve the Direct Purchaser Class’s claims against Wyeth only (the “Settlement Fund”).

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT,
SO PLEASE READ THIS NOTICE CAREFULLY.**

The Court has scheduled a hearing to decide on final approval of the settlement with Wyeth, the plan for allocating the Settlement Fund to Direct Purchaser Class members (summarized in the responses to Questions 6 and 7 below), and Lead Class Counsel’s request for settlement administration costs, attorneys’ fees, reimbursement of Class Counsel’s out-of-pocket expenses and costs, and service awards to the Class Representatives. That hearing is scheduled for June 28, 2024 at 11 am before U.S. District Court Judge Peter G. Sheridan in Courtroom 1 of the United States District Court for the District of New Jersey, Clarkson S. Fisher Federal Building & U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608.

Judge Peter G. Sheridan of the United States District Court for the District of New Jersey has determined that the lawsuit between Plaintiffs and Wyeth can proceed as a class action for purposes of this settlement because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The class (hereinafter, the “Direct Purchaser Class” or the “Class”) includes the following:

All persons or entities in the United States and its territories who purchased Effexor XR and/or AB-rated generic versions of Effexor XR directly from any of the

Defendants at any time during the period June 14, 2008 through and until May 31, 2011 (the “Class Period”).

Excluded from the Direct Purchaser Class are Defendants and their officers, directors, management, employees, subsidiaries, or affiliates, all governmental entities, and all persons or entities that purchased Effexor XR directly from Wyeth during the Class Period that did not also purchase generic Effexor XR directly.

Also excluded from the Class for purposes of this Settlement Agreement are the following: Walgreen Co., The Kroger Co. (including Peytons), Safeway, Inc., United Natural Foods, Inc. f/k/a Supervalu Inc., H-E-B, L.P. f/k/a HEB Grocery Company, L.P., American Sales Company, Inc., Rite Aid Corporation, Rite Aid Hdqtrs. Corporation, JCG (PJC) USA, LLC, Maxi Drug, Inc. d/b/a/ Brooks Pharmacy, Eckerd Corporation, Meijer, Inc., Meijer Distribution, Inc., Giant Eagle, Inc., and CVS Caremark Corporation (including Caremark and Omnicare) (collectively, “Retailer Plaintiffs”).

The proposed settlement will affect the rights of all members of the Class, as defined above, unless they exclude themselves from the Class.

The Court in charge of this case still has to decide whether to give Final Approval to the proposed settlement with Wyeth.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
IF YOU WISH TO RECOVER A SHARE OF THE SETTLEMENT FUND, PROMPTLY COMPLETE AND RETURN THE ENCLOSED CLAIM FORM	<p>You do not need to do anything now to remain a member of the Direct Purchaser Class.</p> <p><u>However, to recover a share of the Settlement Fund, you must complete and return the enclosed Claim Form within 60 days of the date of the Claim Form (by July 2, 2024).</u></p>
EXCLUDE YOURSELF FROM THE CLASS	<p>You may choose to exclude yourself (<i>i.e.</i>, “opt out”) from the Class. If you decide to exclude yourself, you will not be bound by any decision in this lawsuit relating to Wyeth. This is the only option that allows you to ever be part of any legal action other than this lawsuit relating to the legal claims against Wyeth in this case. If you decide to “opt out,” do not complete and return the Claim Form because you will not be eligible to receive a share of the Settlement Fund if you exclude yourself from the Class.</p>
STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT	<p>If you object to any part or all of the proposed settlement but you do not wish to exclude yourself from the Class, write to the Court about why you do not like the proposed settlement.</p>

	<p><u>Regardless of whether you object to any part of the settlement, you must complete and return the enclosed Claim Form within 60 days of the date of this Notice (by July 2, 2024) in order to recover a share of the Settlement Fund.</u></p>
<p>GET MORE INFORMATION</p>	<p>If you would like to receive more information about the proposed settlement, you can send questions to the lawyers identified in this Notice and/or attend the hearing at which the Court will evaluate the proposed settlement.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 5

- 1. Why Did I Get This Notice? 5
- 2. What Is This Lawsuit About? 5
- 3. Why Is This Lawsuit a Class Action?..... 6
- 4. Why Is There a Settlement? 7

WHO IS INCLUDED IN THE CLASS AND THE SETTLEMENT..... 7

- 5. Am I Part of the Class and the Settlement? 7

THE SETTLEMENT BENEFITS: WHAT YOU GET 7

- 6. What Does the Settlement Provide? 7
- 7. When Would I Get My Payment and How Much Would It Be? 8
- 8. How Can I Get a Payment?..... 9

THE LAWYERS REPRESENTING YOU 9

- 9. Do I Have a Lawyer in this Case? 9
- 10. Should I Get My Own Lawyer?..... 9
- 11. How Will the Lawyers Representing the Class Be Paid? 10

EXCLUDING YOURSELF FROM THE CLASS AND THE SETTLEMENT 10

- 12. Can I Get Out of the Settlement with Wyeth? 10
- 13. If I Don’t Exclude Myself, Can I Sue Wyeth for the Same Thing Later? 11

OBJECTING TO THE SETTLEMENT 11

- 14. How Do I Tell the Court That I Do Not Like the Settlement? 11

THE COURT’S FINAL FAIRNESS HEARING..... 13

- 15. When and Where Will the Court Decide Whether to Approve the Settlement?..... 13
- 16. Do I Have to Come to the Hearing?..... 13
- 17. May I Speak at the Hearing?..... 13

IF YOU DO NOTHING 13

- 18. What Happens If I Do Nothing at All? 13

GETTING MORE INFORMATION..... 14

- 19. How Do I Get More Information? 14

BASIC INFORMATION

1. Why Did I Get This Notice?

You received this Notice because, according to sales data produced by Wyeth and Teva, you may have purchased brand Effexor XR directly from Wyeth and/or generic Effexor XR directly from Teva during the period from June 14, 2008 through May 31, 2011.

A federal court authorized this Notice because you have a right to know about the proposed settlement with Wyeth and about all of your options before the Court decides whether to grant final approval of the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and eligibility for those benefits. Note that you may have received this Notice in error; simply receiving this Notice does not mean you are definitely a member of the Direct Purchaser Class. You may confirm that you are a member of the Direct Purchaser Class by reviewing the criteria set forth in Question 5 below. You may also call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 9 below.

2. What Is This Lawsuit About?

Plaintiffs filed lawsuits individually and as representatives of all persons or entities in the U.S. and its territories who purchased brand and/or generic Effexor XR directly from Wyeth and/or Teva at any time during the period from June 14, 2008 through May 31, 2011 (the “Class”). Excluded from the Class are Defendants and their officers, directors, management, employees, subsidiaries, or affiliates, all governmental entities, and all persons or entities that purchased Effexor XR directly from Wyeth during the Class Period that did not also purchase generic Effexor XR directly. Also excluded from the Class for purposes of this Settlement Agreement are the following: Walgreen Co., The Kroger Co. (including Peytons), Safeway, Inc., United Natural Foods, Inc. f/k/a Supervalu Inc., H-E-B, L.P. f/k/a HEB Grocery Company, L.P., American Sales Company, Inc., Rite Aid Corporation, Rite Aid Hdqtrs. Corporation, JCG (PJC) USA, LLC, Maxi Drug, Inc. d/b/a/ Brooks Pharmacy, Eckerd Corporation, Meijer, Inc., Meijer Distribution, Inc., Giant Eagle, Inc., and CVS Caremark Corporation (including Caremark and Omnicare) (collectively, “Retailer Plaintiffs”).

The lawsuit asserts that as a result of Wyeth’s and Teva’s alleged unlawful conduct, the prices paid for brand Effexor XR and generic Effexor XR (extended release venlafaxine hydrochloride capsules) were higher than they otherwise would have been. The Plaintiffs seek to recover damages in the form of overcharges on direct purchases of brand and/or generic Effexor XR from Wyeth or Teva. Plaintiffs allege the overcharges were caused by Wyeth’s and Teva’s conduct. Under federal antitrust law, any damages awarded at trial are automatically trebled (that is, tripled). Plaintiffs also seek to recover attorneys’ fees and costs.

The lawsuit alleges that Wyeth and Teva violated federal antitrust laws by unlawfully impairing and delaying the introduction of generic versions of the prescription drug Effexor XR into the United States market. The Plaintiffs allege that Wyeth, the manufacturer of brand Effexor XR, and Teva, a generic pharmaceutical company, entered into a “pay for delay” or “reverse payment” agreement in violation of the federal antitrust laws. A “pay for delay” or “reverse payment” agreement, generally speaking, is an agreement in which a brand name drug company provides compensation to a generic competitor, and in return, the generic competitor agrees to stop

challenging, or stop trying to invent around, the brand company's patent and agrees to delay launching its generic product. Absent the alleged unlawful conduct, the Plaintiffs claim, Teva would have launched generic Effexor XR earlier than July 1, 2010, the date on which Teva actually launched generic Effexor XR. The Plaintiffs allege that the prices for brand and generic Effexor XR were higher than they would have been absent the challenged unlawful conduct.

Wyeth denies all these allegations, including that the Plaintiffs or Class members are entitled to damages or any other relief.

There has been no determination by the Court or a jury that the allegations against Wyeth have been proven or that, if proven, Wyeth's conduct caused harm to the Class. This Notice is not an expression of any opinion by the Court as to the claims against Wyeth or Teva or the defenses asserted by Wyeth or Teva.

Judge Peter G. Sheridan of the United States District Court for the District of New Jersey is overseeing this class action and the settlement. The lawsuit is known as *In re Effexor XR Antitrust Litigation*, No. 3:11-cv-5479 (D.N.J.).

3. Why Is This Lawsuit a Class Action?

In a class action lawsuit, one or more persons or entities sue on behalf of others who have similar claims. Together, all these entities make up the "Class" and are called "Class members." The companies that filed suit are called the "Plaintiffs" (or "Class Representatives"). The companies that are sued are called the "Defendants."

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class.

For the purpose of this proposed settlement, the Court has decided that this lawsuit can proceed as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The common legal and factual questions include:

- Whether Wyeth conspired with Teva to suppress generic competition to Effexor XR;
- Whether Wyeth's conduct caused the Plaintiffs and members of the Class to pay higher prices than they otherwise would have; and
- Whether the alleged unlawful conduct is illegal under the antitrust laws.

The members of the Class are "Class members" or "Direct Purchaser Class members." A copy of the Court's order preliminarily approving the proposed settlement and certifying the Class is available at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>, <https://www.hbsslaw.com>, <https://www.faruqilaw.com>, <https://nastlaw.com>, <https://tcllaw.com>, and <https://barrettllawgroup.com>.

4. Why Is There a Settlement?

Plaintiffs and Wyeth were preparing to proceed with the litigation and eventually to go to trial, but they have now agreed to a proposed settlement. By settling, both the Plaintiffs and Wyeth avoid the risk of trial and the continued costs of litigation. The Class Representatives and Lead Class Counsel believe that the proposed settlement with Wyeth is fair, adequate, reasonable, and in the best interests of the Class.

WHO IS INCLUDED IN THE CLASS AND THE SETTLEMENT

To see if you are in the Class, and if so, how you will be able to share in the Settlement Fund, you first have to decide if you are a Class member.

5. Am I Part of the Class and the Settlement?

You are in the Class if you are a person or entity in the United States and its territories who purchased Effexor XR or its AB-rated bioequivalent generic products directly from any of Defendants at any time during the period June 14, 2008 through and until May 31, 2011 (the “Class Period”). Excluded from the Direct Purchaser Class are Defendants and their officers, directors, management, employees, subsidiaries, or affiliates, all governmental entities, and all persons or entities that purchased Effexor XR directly from Wyeth during the Class Period that did not also purchase generic Effexor XR directly. Also excluded from the Class for purposes of this Settlement Agreement are the following: Walgreen Co., The Kroger Co. (including Peytons), Safeway, Inc., United Natural Foods, Inc. f/k/a Supervalu Inc., H-E-B, L.P. f/k/a HEB Grocery Company, L.P., American Sales Company, Inc., Rite Aid Corporation, Rite Aid Hdqtrs. Corporation, JCG (PJC) USA, LLC, Maxi Drug, Inc. d/b/a/ Brooks Pharmacy, Eckerd Corporation, Meijer, Inc., Meijer Distribution, Inc., Giant Eagle, Inc., and CVS Caremark Corporation (including Caremark and Omnicare) (collectively, “Retailer Plaintiffs”).

If you are not sure whether you are included, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 9 below.

THE SETTLEMENT BENEFITS: WHAT YOU GET

6. What Does the Settlement Provide?

Wyeth has agreed to pay \$39,000,000 in cash into an interest-bearing escrow account (“Settlement Fund”) for the benefit of the Class.

If approved by the Court, the Settlement Fund, minus any Court-awarded fees and expenses to Lead Class Counsel, the cost of settlement notice and administration, and service awards to the Class Representatives (the “Net Settlement Fund”), will be distributed to Class members who return valid and timely Claim Forms. The distribution will be made on a *pro rata* basis, consistent with each Class member’s aggregate share of the total Class purchases of brand and generic Effexor XR during the relevant time periods described below in response to Question 7. The Allocation Plan utilizes the combined totals of each Class member’s purchases of brand and generic Effexor XR during the relevant time periods described below in response to Question 7.

Transactional sales data from Wyeth and Teva will be used to make these calculations. Class members will be given the opportunity to provide data or information to supplement or correct this information if they choose. With this Notice, each Class member is being sent a Claim Form pre-populated with information about Class members' purchases to review, sign, and submit.

Lead Class Counsel will ask for a service award for each Class Representative of \$100,000 each from the Settlement Fund in recognition of their efforts to date on behalf of the Class.

In exchange for the Settlement Fund, Wyeth will be released and discharged from all antitrust and similar claims relating to brand and generic Effexor XR ("Wyeth Releasees" and "Released Claims" as defined in the Settlement Agreement). In addition, Wyeth will release Direct Purchaser Class Releasees from claims asserted in connection with the Action or that should have been asserted in the Action as compulsory counterclaims arising out of the alleged conduct that is the subject matter of this case. The full text of the release is included in the Settlement Agreement, available at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>, <https://www.hbsslaw.com>, <https://www.faruqilaw.com>, <https://nastlaw.com>, <https://tcllaw.com>, and <https://barrettllawgroup.com>.

This Notice is a summary only and is not intended to, and does not, vary the terms of the actual Settlement Agreement.

7. When Would I Get My Payment and How Much Would It Be?

Each Class member's proportionate *pro rata* recovery will be determined using a Court-approved Plan of Allocation. The detailed Plan of Allocation is posted and can be reviewed at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>, <https://www.hbsslaw.com>, <https://www.faruqilaw.com>, <https://nastlaw.com>, <https://tcllaw.com>, and <https://barrettllawgroup.com>. Under the Plan of Allocation, your share of the Net Settlement Fund will depend on the total amount of brand Effexor XR that you purchased from Wyeth from June 14, 2008 through May 31, 2011, and generic Effexor XR that you purchased from July 1, 2010 through May 31, 2011 ("Class Purchases"). Generally, those who purchased more will get a higher recovery.

Your share of the Net Settlement Fund will also depend on the number of valid Claim Forms that Class members submit. If fewer than 100% of the Class members send in a Claim Form, you could get a larger *pro rata* share.

Money from the settlement will be distributed to Class members only if the Court grants final approval of the settlement. Payment is conditioned on several matters, including the Court's approval of the settlement and such approval no longer being subject to any appeals to any court or, if there is an appeal, such appeal being final and no longer subject to any further appeal.

The Settlement Agreement may be terminated if the Court does not approve the settlement or materially modifies it. If the Settlement Agreement is terminated, the lawsuit will proceed against Wyeth as if such settlement had not been reached.

8. How Can I Get a Payment?

You must complete and return the enclosed Claim Form so that it is postmarked within 60 days (by **July 2, 2024**) to request a *pro rata* share of the Net Settlement Fund (though money from the settlement will only be distributed to Class members if the Court grants final approval of the settlement). Court-approved fees and expenses for the attorneys and service awards to the Class Representatives will also be paid by the Settlement Fund. Transactional sales data from Wyeth and Teva will be used to make the *pro rata* share calculations. You will need to verify the accuracy of the information in the Claim Form, and to sign and return the Claim Form according to the directions on the Claim Form. Class members have the opportunity to provide data or information to supplement or correct this information.

Claim Forms must be postmarked (with any necessary supporting documentation if the Claimant disagrees with the information contained in its Claim Form) within sixty (60) days of the date of the Claim Form (so by July 2, 2024).

THE LAWYERS REPRESENTING YOU

9. Do I Have a Lawyer in this Case?

The Court appointed the following attorneys to serve as Lead Class Counsel to represent you and all Class members. Their contact information is as follows:

Thomas M. Sobol
Hagens Berman Sobol Shapiro LLP
1 Faneuil Hall Sq., 5th Floor
Boston, MA 02109
tom@hbsslaw.com

David F. Sorensen
Berger Montague PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
dsorensen@bm.net

Peter Kohn
Faruqi & Faruqi LLP
One Penn Center, Suite 1550
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103
pkohn@faruqilaw.com

Barry S. Taus
Taus, Cebulash & Landau, LLP
123 William Street, Suite 1900A
New York, NY 10038
btaus@tcllaw.com

Dianne M. Nast
NastLaw LLC
1101 Market Street, Suite 2801
Philadelphia, PA 19107
dnast@nastlaw.com

Don Barrett
Barrett Law Group, P.A.
404 Court Square
P.O. Box 927
Lexington, MS 39095
donbarrettpa@gmail.com

10. Should I Get My Own Lawyer?

You do not need to hire your own lawyer if you are in the Class because the lawyers appointed by the Court are working on your behalf as to claims against Wyeth. You may hire a lawyer and enter an appearance through your lawyer at your own expense if you so desire.

11. How Will the Lawyers Representing the Class Be Paid?

If the Court gives Final Approval to the settlement with Wyeth, then the Court will be asked to approve reasonable fees and expenses for the lawyers who worked on the case and for reimbursement of the litigation expenses they have advanced on behalf of the Class. Lead Class Counsel intend to seek attorneys' fees of up to one third (33 1/3%) of the Settlement Fund, less court-approved expenses and service awards, but including a proportionate share of accrued interest. If the Court grants Lead Class Counsel's request, attorneys' fees and expenses would be deducted from the Settlement Fund. Class members will not have to pay any attorneys' fees or expenses out of their own pockets.

Any application by Lead Class Counsel for an award of attorneys' fees, reimbursement of expenses, and service awards to the Class Representatives will be filed with the Court on or before June 10, 2024 and made available for download and/or viewing at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>, <https://www.hbsslaw.com>, <https://www.faruqilaw.com>, <https://nastlaw.com>, <https://tcllaw.com>, and <https://barrettllawgroup.com>, as well as the offices of the Clerk of Court for the United States District Court for the District of New Jersey, United States District Court for the District of New Jersey, Clarkson S. Fisher Federal Building & U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608, during normal business hours.

EXCLUDING YOURSELF FROM THE CLASS AND THE SETTLEMENT

12. Can I Get Out of the Settlement with Wyeth?

Yes, if you exclude yourself from the Class (*i.e.*, "opt out" of the Class) on or before June 17, 2024. To exclude yourself, you must send a letter via first class U.S. mail saying that you want to exclude yourself from the Direct Purchaser Class Action in *In re Effexor XR Antitrust Litigation*, No. 3:11-cv-5479 (D.N.J.). Be sure to include your name, address, telephone number, and your signature. Mail the exclusion to the lawyers listed in Question 14 below. Your letter requesting exclusion must be postmarked no later than June 17, 2024.

If you exclude yourself from the Class, you will not get a share of the Net Settlement Fund, you will not be legally bound by anything that happens in the lawsuit between Plaintiffs and Wyeth, and you may be able to sue (or continue to sue) Wyeth in the future about the legal issues in this case. If you exclude yourself from the Class, do not complete and return the Claim Form. If you exclude yourself from the Class so that you can start, or continue, your own lawsuit against Wyeth and/or Teva, you should talk to your own lawyer as soon as possible because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer about this issue.

If you do not exclude yourself from the Class, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Wyeth arising from the claims released as part of the settlement, including claims brought in the case between Plaintiffs and Wyeth. All of the Court's orders in *In re Effexor XR Antitrust Litigation*, No. 3:11-cv-5479 (D.N.J.) relating to claims against Wyeth will apply to you and legally bind you. You will also be bound by the

Settlement Agreement between Plaintiffs and Wyeth if the Court grants Final Approval to the proposed settlement and enters final judgment in the case between the Plaintiffs and Wyeth.

13. If I Don't Exclude Myself, Can I Sue Wyeth for the Same Thing Later?

No. If you remain in the Class and the settlement is approved by the Court, you give up your right to sue Wyeth relating to your purchases of brand and generic Effexor XR. That is called “releasing” your claims and potential claims against Wyeth relating to your purchases of Effexor XR from Wyeth and/or generic Effexor XR from Teva. The full text of the release is included in the Settlement Agreement at Paragraph 13.

If you have your own pending lawsuit, speak to your lawyer in that case immediately, because you must exclude yourself from this Class to continue your own lawsuit against Wyeth. Remember, the exclusion deadline is June 17, 2024.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with all or any part of the proposed settlement, and/or the application for attorneys’ fees, costs, and expenses, and/or service awards to the Class Representatives. If you exclude yourself from the Class, however, you cannot object to the proposed settlement or the application for attorneys’ fees, costs, expenses and/or service awards to the Class Representatives. If you object to the proposed settlement but remain in the Class, you still must complete and return the enclosed Claim Form by mail within 60 days (by July 2, 2024) to request a *pro rata* share of the Net Settlement Fund.

14. How Do I Tell the Court That I Do Not Like the Settlement?

If you are a member of the Class and you do not opt out, you can object to the settlement or any part of it if you do not like it. The Court will consider your views. To object, you must send a letter via First Class U.S. Mail saying that you object to the settlement in *In re Effexor XR Antitrust Litigation*, No. 3:11-cv-5479 (D.N.J.). Be sure to include your name, address, telephone number, signature, and the reasons why you object to the settlement. Mail the objection separately to each of the following:

Counsel for Wyeth	Lead Class Counsel
Raj Gandesha White & Case LLP 1221 Avenue of the Americas New York, NY 10020 rgandesha@whitecase.com	David F. Sorensen Berger Montague PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103 dsorensen@bm.net Thomas M. Sobol Hagens Berman Sobol Shapiro LLP 1 Faneuil Hall Sq., 5 th Floor Boston, MA 02109 tom@hbsslaw.com

	<p>Peter Kohn Faruqi & Faruqi LLP One Penn Center, Suite 1550 1617 John F. Kennedy Boulevard Philadelphia, PA 19103 pkohn@faruqilaw.com</p> <p>Barry S. Taus Taus, Cebulash & Landau, LLP 123 William Street, Suite 1900A New York, NY 10038 btaus@tcllaw.com</p> <p>Dianne M. Nast NastLaw LLC 1101 Market Street, Suite 2801 Philadelphia, PA 19107 dnast@nastlaw.com</p> <p>Don Barrett Barrett Law Group, P.A. 404 Court Square P.O. Box 927 Lexington, MS 39095 donbarrettpa@gmail.com</p>
Clerk of the Court	
<p>Clerk of the United States District Court for the District of New Jersey United States District Court for the District of New Jersey Clarkson S. Fisher Federal Building & U.S. Courthouse 402 East State Street Trenton, New Jersey 08608</p>	

Your objection must be postmarked no later than June 17, 2024. Again, whether or not you object to the proposed settlement, if you remain in the Class and do not opt out, you must complete and return the enclosed Claim Form by mail by July 2, 2024 to request a *pro rata* share of the Net Settlement Fund.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend, and you may ask to speak, but you do not have to.

15. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Fairness Hearing at 11 a.m. on June 28, 2024 in Courtroom 1 of the United States District Court for the District of New Jersey, Clarkson S. Fisher Federal Building & U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608. At this hearing, the Court will consider whether the settlement with Wyeth is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The date and time of the hearing is subject to change. Notice of such change will be posted at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>, <https://www.hbsslaw.com>, <https://www.faruqilaw.com>, <https://nastlaw.com>, <https://tcllaw.com>, and <https://barrettlawgroup.com>.

16. Do I Have to Come to the Hearing?

No, you do not have to attend the hearing. Lead Class Counsel will answer any questions that Judge Sheridan may have. You are welcome to attend at your own expense, however.

If you send an objection, you do not have to come to Court to talk about it. So long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but this is not necessary for you to receive a *pro rata* share of the Net Settlement Fund.

17. May I Speak at the Hearing?

If you are a member of the Class, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must send a letter via First Class U.S. Mail saying that it is your "Notice of Intention to Appear in *In re Effexor XR Antitrust Litigation*, No. 3:11-cv-5479 (D.N.J)." Be sure to include your name, address, and telephone number, your signature, and a summary statement outlining your positions and the reasons for them, as well as copies of any supporting documents or briefs you want the Court to consider. Your Notice of Intention to Appear must be postmarked no later than June 17, 2024, and must be sent to the Clerk of the Court, Class Counsel and Counsel for Wyeth, at the addresses set forth in the responses to Question 14.

You cannot speak at the hearing if you do not send a Notice of Intention to Appear.

IF YOU DO NOTHING

18. What Happens If I Do Nothing at All?

If you are a member of the Class and you do nothing and the Court approves the settlement, then you will remain in the Class and will be eligible to participate in the settlement as described in this Notice. You will also release your claims against Wyeth as described in the Settlement Agreement. However, you will need to complete, sign, and return the Claim Form within sixty (60) days of the date on this Notice (so by July 2, 2024) in order to obtain a payment.

GETTING MORE INFORMATION

19. How Do I Get More Information?

If you have questions about this case or wish to read more detailed information about this litigation, you may call or write to Lead Class Counsel as indicated in Question 14. Further information is also available at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>, <https://www.hbsslaw.com>, <https://www.faruqilaw.com>, <https://nastlaw.com>, <https://tcllaw.com>, and <https://barrettlawgroup.com>. The Notice and Claims Administrator, RG/2 Claims Administration, can be contacted at the following address:

Effexor XR Antitrust Litigation
RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

This Notice is only a summary of the proposed settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement is on public file with the Office of the Clerk, United States District Court for the District of New Jersey, United States District Court for the District of New Jersey, Clarkson S. Fisher Federal Building & U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608, and is also available at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>, <https://www.hbsslaw.com>, <https://www.faruqilaw.com>, <https://nastlaw.com>, <https://tcllaw.com>, and <https://barrettlawgroup.com>.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE CLERK'S OFFICE FOR INFORMATION. PLEASE DIRECT ANY INQUIRIES TO ANY OF LEAD CLASS COUNSEL LISTED ABOVE.

DATE: May 3, 2024

BY THE COURT

The Honorable Peter G. Sheridan
United States District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

In re Effexor XR Antitrust Litigation
No. 3:11-cv-5479

Si desea recibir esta notificación en español, llámenos al 866-742-4955

PROOF OF CLAIM AND RELEASE

Your claim must be postmarked by: July 2, 2024

Notice ID:

INTRODUCTION

On April 25, 2024, the Court in the above-entitled action (the “Action”) preliminarily approved a \$39,000,000 settlement in a class action lawsuit brought by Rochester Drug Co-Operative, Inc., Stephen L. LaFrance Holdings, Inc. d/b/a SAJ Distributors, and Uniondale Chemists, Inc., (collectively “Plaintiffs” or “Class Representatives”) against Wyeth LLC, Wyeth Pharmaceuticals, Inc., Wyeth-Whitehall Pharmaceuticals LLC, and Wyeth Pharmaceuticals Company (collectively, “Wyeth”) and Teva Pharmaceuticals USA, Inc., and Teva Pharmaceutical Industries Ltd. (collectively, “Teva”). The Settlement is with Wyeth only.

The notice of class action Settlement dated May 3, 2024, which was mailed to Class members with this claim form (and which is available at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>, <https://www.hbsslaw.com>, <https://www.faruqilaw.com>, <https://nastlaw.com>, <https://tcllaw.com>, and <https://barrettlawgroup.com>), summarizes both the litigation and terms of the Settlement. As set forth in the notice, the Settlement is with Wyeth only and does not resolve any of the claims against Teva. The purpose of this Proof of Claim Form and Release is to ensure that you are able to participate in the distribution of the Settlement funds from the Settlement with Wyeth, net of attorneys’ fees, service awards to Class Representatives, and other costs awarded by the Court (the “Net Settlement Fund”).

In order for the Claims Administrator to make the proper calculation of your *pro rata* share of the Net Settlement Fund, please either (a) verify the accuracy of the net purchase volumes listed in Part II.A of this Proof of Claim and Release Form that are derived from purchase data produced in this Action or (b) submit the data required in Part II.B of this Proof of Claim and Release Form.

PART I: CLAIMANT IDENTIFICATION

Please provide this information. In addition, if purchases were made in a name other than the Claimant’s name (for example, if you are filing this Proof of Claim and Release Form based on an assignment), please include documentation of your right to assert a claim with respect to those claimed purchases.

Employer Tax Identification Number: _____

Claimant Name & Address:

Please make any changes or corrections below:

Person overseeing the claims process for Claimant (who can be contacted if there are questions regarding this claim):

First Name: _____ MI: _____ Last Name: _____

Phone Number: (_____) _____ - _____ Email Address: _____

PART II: CLASS MEMBER’S QUALIFYING PURCHASES OF BRAND AND/OR GENERIC EFFEXOR XR CAPSULES

A. The Claims Administrator, in conjunction with the direct purchaser plaintiffs’ economic expert, has calculated each Class member’s qualifying direct purchases of brand Effexor XR capsules directly from Wyeth during the period of from June 14, 2008 through May 31, 2011, and direct purchases of generic Effexor XR capsules directly from Teva during the period of July 1, 2010 through May 31, 2011. The initial calculations are based upon brand and generic Effexor XR sales data produced by Wyeth and Teva in the Action. If and when the Claims Administrator learns of additional data or claims, the calculations may change. In addition, your calculation may change as a result of other information submitted during the claims administration process. **To repeat, the initial calculations are subject to change.**

Each Class member should verify the accuracy of the total net purchase volumes listed below. **If you agree that the total net purchase volumes listed below are accurate, you should sign on page 7 of this Proof of Claim and Release Form and mail it to the Claims Administrator postmarked no later than July 2, 2024.** If you verify the accuracy of the total net purchase volumes listed below, you will not be required to produce any purchase data as part of the claims administration process, but you are waiving the right to challenge or appeal the Claims Administrator’s determination regarding your pro rata distribution amount on the basis that the distribution amount would have been different had it been calculated using your own purchase records. **If you believe the total net purchase volumes for your company listed below are not accurate, you may submit purchase records, in electronic format as described in Part II.B below; any such data must be mailed to the Claims Administrator postmarked no later than July 2, 2024.**

If you are filing a claim based on an assignment, you will have to submit documentation of your right to assert a claim with respect to those claimed purchases along with data showing the volume of purchases covered by your assignment.

In order to have a valid claim, you must be a member of the certified Direct Purchaser Class or have an assignment of rights from a Direct Purchaser Class member allowing you to recover as an assignee of a Class member. The certified Direct Purchaser Class (or “Class”) is defined as follows:

All persons or entities in the United States and its territories who purchased Effexor XR and/or AB-rated generic versions of Effexor XR directly from any of the Defendants at

any time during the period June 14, 2008 through and until May 31, 2011 (the “Class Period”).

Excluded from the Direct Purchaser Class are Defendants and their officers, directors, management, employees, subsidiaries, or affiliates, all governmental entities, and all persons or entities that purchased Effexor XR directly from Wyeth during the Class Period that did not also purchase generic Effexor XR directly.

Also excluded from the Class for purposes of this Settlement Agreement are the following: Walgreen Co., The Kroger Co. (including Peytons), Safeway, Inc., United Natural Foods, Inc. f/k/a Supervalu Inc., H-E-B, L.P. f/k/a HEB Grocery Company, L.P., American Sales Company, Inc., Rite Aid Corporation, Rite Aid Hdqtrs. Corporation, JCG (PJC) USA, LLC, Maxi Drug, Inc. d/b/a/ Brooks Pharmacy, Eckerd Corporation, Meijer, Inc., Meijer Distribution, Inc., Giant Eagle, Inc., and CVS Caremark Corporation (including Caremark and Omnicare) (collectively, “Retailer Plaintiffs”).

The Court-approved Plan of Allocation provides that the allocated share of the Net Settlement Fund for each Claimant with a valid claim will be determined by taking (a) each Claimant’s combined total net purchases of branded Effexor XR capsules from Wyeth from June 14, 2008 through May 31, 2011, and generic Effexor XR capsules from Teva from July 1, 2010 through May 31, 2011, (b) removing any purchases for which the rights to damages in this litigation have been assigned by agreement, and dividing it by (c) the combined total purchases by all Claimants who timely submit valid, accepted Claim Forms of brand Effexor XR from Wyeth from June 14, 2008 through May 31, 2011, and generic Effexor XR from Teva from July 1, 2010 through May 31, 2011, net of any purchases for which the rights to damages in this litigation have been assigned by agreement.

Allocations to any Claimant whose right to an allocation in whole or in part arises by virtue of an assignment(s) from a Class member(s) would be determined in this same fashion. In these cases, the volumes of brand and generic Effexor XR capsule purchases used to determine the allocation would be the volumes assigned to the Claimant by an otherwise eligible Class member(s) (and the assignor Class member’s brand and generic Effexor XR capsule purchase volumes would be reduced by the same amount).

Please note that related documents, including the Plan of Allocation and the Court’s Order approving the Plan of Allocation, are available at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>, <https://www.hbsslaw.com>, <https://www.faruqilaw.com>, <https://nastlaw.com>, <https://tcllaw.com>, and <https://barrettlawgroup.com>. This summary of the Plan of Allocation is only a summary and is not meant to, and does not, alter the terms of the Court-approved Plan of Allocation. Claimants should refer to the Plan of Allocation for further details of how the allocation will work.

INITIAL ESTIMATE OF YOUR PURCHASE VOLUMES

According to the direct purchaser plaintiffs’ economic expert’s analysis of the data produced in the Action, your net qualifying volumes of brand and generic Effexor XR purchases are as follows:

_____ Capsules of brand Effexor XR purchased directly from Wyeth (net of returns and free samples) from June 14, 2008 through May 31, 2011.

_____ Capsules of generic Effexor XR purchased directly from Teva (net of returns and free samples) from July 1, 2010 through May 31, 2011.

The National Drug Codes (NDCs) for the relevant products and strengths are listed below in Exhibit A.

If you accept and verify that the above figures for your net direct brand and generic Effexor XR purchases are correct, please check here:

Regardless of whether you accept these figures, if you have assigned part or all of your claim by entering assignment agreements with any of the Retailer Plaintiffs (Walgreen Co., The Kroger Co. (including Peytons), Safeway, Inc., United Natural Foods, Inc. f/k/a Supervalu Inc., H-E-B, L.P. f/k/a HEB Grocery Company, L.P., American Sales Company, Inc., Rite Aid Corporation, Rite Aid Hdqtrs. Corporation, JCG (PJC) USA, LLC, Maxi Drug, Inc. d/b/a/ Brooks Pharmacy, Eckerd Corporation, Meijer, Inc., Meijer Distribution, Inc., Giant Eagle, Inc., and CVS Caremark Corporation (including Caremark and Omnicare)), then you must submit with your Claim Form copies of those assignment agreements and data showing the volumes covered by such assignments.

*Please note that, even if you accept these figures, they may be reduced if you have assigned part or all of your claim by entering an assignment agreement with any of the Retailer Plaintiffs or with any other entity. The only assignment that has been accounted for in the above purchase figures is an assignment from QK Healthcare to Uniondale Chemists, Inc. (one of the Class Representatives in this case). Otherwise, the above purchase figures do **not** account for assignments that may reduce these totals.*

B. To the extent that you do not elect to rely upon the calculation of net purchase volumes as set forth above in Part II.A, please identify all purchases of brand Effexor XR **directly** from Wyeth (net of returns, free samples, and assignments) from June 14, 2008 through May 31, 2011 and generic Effexor XR **directly** from Teva (net of returns, free samples, and assignments) from July 1, 2010 through May 31, 2011, by providing the information below in electronic format. The relevant NDC codes are listed below in Exhibit A. The Claims Administrator may require additional information.

In addition, if you have assigned part or all of your claim by entering assignment agreement(s) with any of the Retailer Plaintiffs, provide data below showing the volumes covered by such assignments.

Date of Purchase (MM/DD/YYYY)	Supplier (Purchased From)	NDC (#####-####-##)	Transaction Type (Purchase or Return)	Purchase Volume # of Capsules

C. Assignments

Please check here if you are filing this claim based on an assignment:

If you are submitting a claim pursuant to an assignment, please identify with particularity that assignment here. Please also attach documentation in support of such assignment, including the assignment agreement and data showing your qualifying purchases from your assignor that are covered by any such assignment of purchases of brand Effexor XR directly from Wyeth (net of returns, free samples) from June 14, 2008 through May 31, 2011 and generic Effexor XR directly from Teva (net of returns, free samples,) from July 1, 2010 through May 31, 2011.

Please provide the following data:

Date of Purchase (MM/DD/YYYY)	Assignor (Purchased From)	NDC (#####-####-##)	Transaction Type (Purchase or Return)	Purchase Volume # of Capsules

Please note that the Claims Administrator may require additional information and documents for any claim made based on an assignment. Also please note that your claim, including the documentation and data submitted therewith, may be shared with your assignor as part of the Claims Administration process. By submitting a claim by virtue of an assignment, you are agreeing that such data and documentation, and calculations based on such data and documentation, may be shared with your assignor. Also note that, if the assignor Class member and Claimant filing by assignment from that assignor Class member cannot reach agreement about the Claimant’s right to recover, including agreement regarding the purchase volumes covered by such assignment, then the disputed share of the Net Settlement Fund shall be placed into escrow and the assignee Claimant and the assignor Class member shall make application to the Court for any such monies held in escrow.

PART III: SUBMISSION TO JURISDICTION OF THE COURT

By signing below, you agree to submit to the exclusive jurisdiction of the United States District Court for the District of New Jersey with respect to any suit, action, proceeding or dispute arising out of or relating to *In re Effexor XR Antitrust Litigation*, No. 3:11-cv-5479 (D.N.J.). (the “Action”), claims administration in the Action, the claim you or any other entity is making as a Class member or assignee thereof in the Action, and/or the Releases set forth below.

PART IV: RELEASES

A. By signing below, you hereby confirm that you and your respective past and present parents, subsidiaries, and affiliates, as well your past and present general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives (“Releasing Parties”) shall release and forever discharge, and covenant not to sue Wyeth and its respective past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, general partners, limited partners, officers, directors, management, supervisory boards, insurers, employees, agents, servants, trustees, associates, attorneys and any of their legal representatives, or any other representatives thereof (and the predecessors,

successors, heirs, executors, administrators, and assigns of each of the foregoing) (the “Wyeth Releasees”), with respect to, in connection with, or relating to any and all past, present, or future liabilities, claims, demands, obligations, suits, damages, penalties, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether class, individual, or otherwise in nature, and whether known or unknown, arising out of or relating to any conduct, events, or transactions up to the date of the Settlement Agreement, (a) alleged, or which could reasonably have been alleged, in the Direct Purchaser Class Action, (b) concerning purchases of Effexor XR and/or its generic equivalents and arising under the Sherman Act, 15 U.S.C. §§ 1 & 2, *et seq.*, any state or federal RICO statutes, or any other federal or state statute or common law doctrine relating to antitrust, fraud, unfair competition, unjust enrichment, or consumer protection, or (c) the sale, marketing, or distribution of Effexor XR or generic Effexor XR except as provided for in Paragraphs 13(c) and 14 of the Settlement Agreement (the “Released Claims”). You will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any forum whatsoever, including any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against the Wyeth Releasees.

B. In addition, You, on behalf of yourself and all other Releasing Parties, expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party;

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. The Releasing Parties may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of Paragraph 13 of the Settlement Agreement, but You hereby expressly waive and fully, finally, and forever settle, release, and discharge, upon the Settlement Agreement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. You also hereby expressly waive and fully, finally and forever settle, release and discharge any and all claims You and the Releasing Parties may have against any Wyeth Releasee under Section 17200, *et seq.*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.

C. In addition, upon the Settlement becoming final, Wyeth on behalf of itself and its respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and the parents’, subsidiaries’, and affiliates’ past and present officers, directors, employees, agents, attorneys, servants, and representatives), and their predecessors, successors, heirs, executors, administrators, and representatives (collectively, the “Wyeth Releasers”), also release and forever discharge, and covenant not to sue, Class Members and their past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, attorneys, servants, representatives (and the parents’, subsidiaries’, and affiliates’ past, present, and future officers, directors, employees, agents, attorneys, servants, and representatives), and the

predecessors, successors, heirs, executors, administrators and representatives of each of the foregoing (collectively, the "Direct Purchaser Class Releasees") from all claims, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, under federal or state laws, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, in law or equity, asserted in connection with the Action or that should have been asserted in the Action as compulsory counterclaims arising out of the alleged conduct that is the subject matter of Paragraph 13 of the Settlement Agreement.

D. The Settlement Agreement releases only the Wyeth Releasees and the Direct Purchaser Class Releasees with respect to the Released Claims. The Direct Purchaser Releasees specifically do not intend the Settlement Agreement, or any part thereof or any other aspect of the proposed Settlement Agreement, to compromise or otherwise affect in any way any rights the Direct Purchaser Releasees have or may have against any other person, firm, association, or corporation whatsoever. The release set forth in Paragraph 13 of the Settlement Agreement is not intended to and shall not release any claims other than the Released Claims.

E. The intent of the Settlement is to effect a complete and total resolution of this Action to the extent of the claims of the Direct Purchaser Class against Wyeth, as well as any compulsory counterclaims of Wyeth, relating to the allegations in this Action that were or should have been asserted, but the Settlement is not intended to, and does not, release any claims (1) arising in the ordinary course of business between any Direct Purchaser Class member and Wyeth arising under Article 2 of the Uniform Commercial Code (pertaining to sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury; (2) unrelated to purchases of Effexor XR or generic Effexor XR; or (3) arising out of or in any way relating to the alleged claims against Wyeth and other manufacturers of generic pharmaceutical products that are alleged in *In re Generic Pharmaceuticals Pricing Antitrust Litig.*, MDL No. 2724, 16-MD-2724 (E.D. Pa.).

F. The releases set forth above will become effective when the Settlement receives final court approval.

PART V: VERIFICATION/RELEASE

I declare under penalty of perjury under the laws of the United States of America that the foregoing information provided by the undersigned is true and correct and that this proof of claim and release was

executed this _____, day of _____, _____ in _____, _____
(Day) (Month) (Year) (City) (State/Country)

Sign your name here: _____

Type/print your name here: _____

Type/print your company name here: _____

Capacity or job title of person signing (e.g., President, Partner): _____

RETURN YOUR COMPLETED PROOF OF CLAIM AND RELEASE AND RETURN TO:

In re: Effexor XR Antitrust Litigation

c/o RG/2 Claims Administration

P.O. Box 59479

Philadelphia, PA 19102-9479

Questions? Contact the Notice and Claims Administrator at 866-742-4955.

Remember, your signed Proof of Claim and Release must be mailed and postmarked by July 2, 2024.

Again, if you have assigned part or all of your claim by entering assignment agreements with any of the Retailer Plaintiffs (Walgreen Co., The Kroger Co. (including Peytons), Safeway, Inc., United Natural Foods, Inc. f/k/a Supervalu Inc., H-E-B, L.P. f/k/a HEB Grocery Company, L.P., American Sales Company, Inc., Rite Aid Corporation, Rite Aid Hdqtrs. Corporation, JCG (PJC) USA, LLC, Maxi Drug, Inc. d/b/a/ Brooks Pharmacy, Eckerd Corporation, Meijer, Inc., Meijer Distribution, Inc., Giant Eagle, Inc., and CVS Caremark Corporation (including Caremark and Omnicare)), then you must submit with your Claim Form copies of those assignment agreements and data showing the volumes covered by such assignments.

Exhibit A: Relevant NDCs of Brand and Generic Effexor XR Capsules

<u>NDC</u>	<u>Strength</u>	<u>Package Size</u>
<u>Brand Effexor XR (sold by Wyeth):</u>		
00008083303	75MG	100
00008083320	75MG	15
00008083321	75MG	30
00008083322	75MG	90
00008083603	150MG	100
00008083620	150MG	15
00008083621	150MG	30
00008083622	150MG	90
00008083703	37.5MG	100
00008083720	37.5MG	15
00008083721	37.5MG	30
00008083722	37.5MG	90
<u>Generic Effexor XR (sold by Teva):</u>		
00093738456	37.5MG	30
00093738498	37.5MG	90
00093738556	75MG	30
00093738598	75MG	90
00093738656	150MG	30
00093738698	150MG	90