

**MUST BE
POSTMARKED WITHIN
60 DAYS OF FINAL
APPROVAL**

**Doryx Indirect Purchaser Antitrust Litigation
c/o GCG
P.O. Box 10097
Dublin, OH 43017-6697
Toll-Free: 1 (855) 382-6396**

REQUIRED ADDRESS INFORMATION OR CORRECTIONS

If the pre-printed address to the left is incorrect or out of date, **OR** if there is no pre-printed data to the left, **YOU MUST** provide your current name and address here:

Name:

Address:

City/State/ZIP:

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
Mylan Pharmaceuticals, Inc., et al., v. Warner Chilcott Public Limited Company, et al.
Civ. No. 12-3824 CONSOLIDATED**

PROOF OF CLAIM AND RELEASE

INTRODUCTION

On September 4, 2014, the Court in this case preliminarily approved a settlement between Plaintiffs International Brotherhood of Electrical Workers 38, Health and Welfare Fund ("IBEW 38"), International Union of Operating Engineers Local 132, Health and Welfare Fund ("Local 132"), and Laborers Health and Welfare Trust Fund for Northern California ("Laborers Trust") (together, "Indirect Purchaser Plaintiffs" or "Plaintiffs"), individually and on behalf of the indirect purchaser class (the "Class" or the "Indirect Purchaser Class"), and Defendants Warner Chilcott (US) LLC, Warner Chilcott Public Limited Company, Warner Chilcott Company LLC, Warner Chilcott Holdings Company III, Ltd., and Warner Chilcott Laboratories Ireland Limited (collectively, "Warner Chilcott"), and Mayne Pharma Group Limited and Mayne Pharma International Pty. (collectively, "Mayne") (together, "Defendants").* The notice of class action settlement ("Settlement Notice"), which is available at www.doryxindirectsettlement.com, summarizes both the litigation and the terms of the Settlement.

The total Settlement Fund is \$8,000,000. The Net Settlement Fund (the Settlement Fund, after deduction of attorneys' fees, incentive awards, and costs awarded by the Court) will be allocated *pro rata* among Class Members who file an eligible claim. The purpose of this Proof of Claim and Release ("Claim Form") is to ensure that you are able to participate in the distribution of 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 submit the data requested in this form.**

This Proof of Claim and Release is to be filled out by **Consumers** who purchased Doryx, other than for resale, during the period from September 21, 2008 through May 30, 2014. Consumers should not fill out a Proof of Claim and Release if they were fully reimbursed for their payments or if they purchased Doryx using a coupon from the manufacturer and never purchased Doryx without a coupon.

This Proof of Claim and Release also is to be filled out by **Third-Party Payors** ("TPPs") who reimbursed for or indirectly purchased Doryx, other than for resale, during the period from September 21, 2008 through May 30, 2014, and who were not fully reimbursed for their payments.

Consumers will fill out Part 1 and Part 5; TPPs will fill out Part 2 and Part 5. An Authorized Agent for the Consumer or TPP may also complete this Claim Form. For Consumer Claimants, if purchases were made in a name other than the Claimant's name, please attach documentation of your right to assert a claim with respect to those purchases. Please read the instructions carefully to determine what documentation, if any, must be submitted along with this Claim Form.

* This Proof of Claim and Release form incorporates by reference the definitions in the Settlement Agreement dated July 11, 2014 ("Settlement Agreement"), and all capitalized terms used, but not defined herein, shall have the same meaning as in the Settlement Agreement. The Settlement Agreement is posted on the Claims Administrator's website at www.DoryxIndirectSettlement.com.

QUESTIONS? CALL TOLL-FREE 1 (855) 382-6396 OR VISIT WWW.DORYXINDIRECTSETTLEMENT.COM

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/privacy>

PART 2: THIRD-PARTY PAYOR CLASS MEMBER CLAIM FORM

SECTION 2A: CLASS MEMBER OR AGENT INFORMATION

Class Member's / Authorized Agent's Name:

Street Address:

City:

State:

Zip Code:

Email:

Area Code - Telephone Number:

Area Code - Fax Number:

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Class Member's / Authorized Agent's Tax Identification Number (Federal Employer Identification Number or "FEIN"):

If you are filing as a Class Member, list other names by which you have been known or other Federal Employer Identification Numbers ("FEINs") you have used from September 21, 2008 through May 30, 2014.

Other Names / Other Federal Employer Identification Numbers ("FEINs"):

If you are filing as a Class Member, check the term below that best describes your company/entity:

- Health Insurance Company / HMO
- Self-Insured Employee Health Plan
- Self-Insured Union Health & Welfare Fund
- Other (Explain):

SECTION 2B: CLAIM BY AUTHORIZED AGENT

If you have been duly authorized to submit this Claim Form on behalf of one or more Class Members (for example, you may be filing Claims on behalf of multiple health plans), please list the FEIN and the name of every Class Member for whom you are submitting a Claim, and attach additional sheets to this Claim Form as necessary. Alternatively, you may submit the requested list of Class Member names and FEINs in an acceptable electronic format. Please contact the Claims Administrator to determine what formats are acceptable.

If possible, please provide electronic data in either Microsoft Excel format or ASCII flat-file pipe-delimited (“|”) or fixed-width format.

Pursuant to order of the Court, TPPs who provide this information will fall within the safe harbor of the Health Insurance Portability and Accountability Act for court-ordered production of personal health information, 45 CFR §164.512(e)(1)(i), and TPPs shall have no liability under HIPAA or any state confidentiality statute, regulation, or other requirement, for supplying such member information to the Claims Administrator. Further, TPPs will not be deemed to be guarantors for the completeness or accuracy of the data they provide. TPPs shall not be liable in any way to any party, Class Member, member, or any other person or entity for any claim related to the completeness or accuracy of any data provided, or for any other liability of any kind.

Please contact the Claims Administrator at 1-855-382-6396 with any questions about the required claims data.

**BY SIGNING BELOW, YOU ARE FURTHER VERIFYING
UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED
IN THIS PROOF OF CLAIM AND RELEASE IS ACCURATE AND COMPLETE.**

PART 3: SUBMISSION TO JURISDICTION OF THE COURT

By signing below, you are submitting to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania with respect to the claim you are making as a Class Member and for purposes of enforcing the Release set forth below.

PART 4: RELEASE

By signing below, you confirm that you acknowledge and accept the Release set forth in Paragraphs 11 and 12 of the Settlement Agreement, which provides as follows:

a. **Releases and Covenants.** Upon the occurrence of the Effective Date and in consideration of payment of the Settlement Amount specified in Paragraph 6 of the Settlement Agreement, Plaintiffs and all Class Members, on behalf of themselves and their respective past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, 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 (the “Releasors”), hereby release and forever discharge, and covenant not to sue Defendants and their past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives (and the parents’ subsidiaries’ and affiliates’ past and present officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators and representatives of each of the foregoing (the “Releasees”), with respect to, in connection with, or relating to any and all past, present, or future liabilities, claims, demands, obligations, suits, injuries, damages, 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, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, arising out of or relating to purchases of Doryx by indirect purchasers at any time prior to the Effective Date and arising under the Sherman Act, 15 U.S.C. §§1 & 2, *et seq.*, or any other federal or state statute or common law relating to antitrust consumer protection, or unfair competition (the “Released Claims”). The Released Claims include, but are not limited to, any and all claims relating to or arising out of the facts, occurrences, transactions, or other matters alleged or asserted in this Action, or that could have been alleged or asserted in this Action, and relate to purchases of Doryx by indirect purchasers during the Class Period. However, this Settlement Agreement is not intended to release anyone other than the Releasees, is not on behalf of anyone other than the Releasors, and does not affect the claims of the proposed direct purchaser class, the claims of the Retailer Plaintiffs who filed their own complaints in this matter, or the claims of Mylan Pharmaceuticals, Inc. or its affiliates, nor is it intended to release any actual or potential claims described in Paragraph 13 of the Settlement Agreement.

b. Upon the occurrence of the Effective Date, and in consideration of the releases described in Paragraph 11(a) of the Settlement Agreement, and for other valuable consideration, Releasors shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, whether directly, representatively, derivatively or in any other capacity that Releasees, ever had, now have, or hereafter shall, or may have, on account of, related to, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any act or omission of Releasors (or any of them) concerning the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims (the "Releasee-Released Claims"). Releasees shall not, after the date of this Agreement, seek to establish liability against any Releasor based, in whole or in part, upon any of the Releasee-Released Claims, or conduct at issue in the Releasee-Released Claims.

c. **Additional Release.** In addition, each Releasee and Releasor hereby expressly waives and releases, upon the Settlement Agreement becoming final, any and all provisions, rights, and/or benefits conferred by §1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code. Each Releasor and Releasee 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 that are the subject matter of Paragraphs 11 and 12 of the Settlement Agreement. Nonetheless, upon the Effective Date each Releasor and Releasee hereby expressly waives and fully, finally and forever settles and releases any known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent claim that are the subject matter of Paragraphs 11 and 12 of the Settlement Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

d. **Reservation of Claims.** The intent of this Settlement is to effect a complete and total resolution of this Action to the extent of the claims of the Indirect Purchaser Class that were or could have been asserted relating to the allegations in this Action, but is not intended to release any claims arising in the ordinary course of business between Releasors and the Releasees 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, or other claims unrelated to the Doryx antitrust allegations in this Action.

PART 5: VERIFICATION / RELEASE

I verify that I am not a representative, director, officer, or employee of Warner Chilcott, Mayne, or one of their subsidiaries or affiliates.

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 , 201 in

City: State/Country:

Sign your name here:

Type / Print your name here:

Type / Print your company name here: Capacity of person signing, e.g., President, Partner:

**ACCURATE PROCESSING OF CLAIMS MAY TAKE SIGNIFICANT TIME.
THANK YOU IN ADVANCE FOR YOUR PATIENCE.**

CHECKLIST

Before submitting your claim, please make sure that you:

1. Include your Doryx purchase or reimbursement data.
2. Maintain the original documents and electronic files supporting your claim (where applicable).
3. Keep a copy of the completed Proof of Claim and Release for your records.
4. Send your Proof of Claim and Release by Certified Mail (return receipt requested), if you want proof that your claim was received.
5. Submit your Proof of Claim and Release postmarked no later than 60 days from the date of the order finally approving the Settlement.

If you have any questions concerning the plan or the Proof of Claim and Release, or if you change your address, please contact the Claims Administrator at:

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Dublin, OH 43017-6697