



400735989999999996

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE LIPITOR ANTITRUST LITIGATION	MDL No. 2332
This Document Relates To:	Case No. 3:12-cv-2389-PGS-JBD
All End-Payor Class Actions	

CONSUMER CLAIM FORM: INSTRUCTIONS FOR SUBMITTING YOUR CLAIM

If you are a member of the End-Payor Class as a consumer, you may file a claim for a share of the Settlement. You must complete this Claim Form and mail it to the Claims Administrator at the address provided below, postmarked no later than **November 29, 2024**, or submit your claim online at www.LipitorAntitrustSettlement.com no later than **November 29, 2024**.

- Complete all required portions of the attached Claim Form:
 1. Complete *Section A*.
 2. Review *Section B* to determine your eligibility and check the box to indicate you are eligible to file a claim.
 3. Provide information in *Section C* about your total purchases of branded and/or generic Lipitor (also known as “atorvastatin calcium”).
 4. As described in *Section D*, provide documentation of at least one purchase of branded Lipitor and/or one purchase of generic Lipitor. **As reflected in *Section B*, below, the amount you may recover will depend on whether you purchased branded Lipitor, generic Lipitor, or both branded and generic Lipitor. Therefore, if you purchased both branded and generic Lipitor, you should provide documentation of at least one purchase of each.**
 5. Review and sign *Section E*, which certifies that the information you provide is true and correct to the best of your knowledge.
 - By signing and submitting the Claim Form, you are swearing under penalty of perjury that you qualify to submit a claim according to the criteria detailed in *Section B*.

- You have two options for submitting a Claim Form:
 - You can complete and submit the Claim Form, no later than **November 29, 2024**, using the Settlement website, www.LipitorAntitrustSettlement.com. When you complete the online Claim Form, you will receive an acknowledgement that your claim has been submitted. If you choose this option and file a claim electronically, your electronic signature and submission of the form will conform to the requirements of the Electronic Signatures Act, 15 U.S.C. § 7001, *et seq.*, and will have the same force and effect as if you signed the Claim Form in hard copy.

OR

- You can mail the completed and signed Claim Form by First-Class U.S. Mail, postage prepaid, postmarked no later than **November 29, 2024**, to the following address:

Claims Administrator 54388
P.O. Box 2694
Portland, OR 97208-2694

- If your completed Claim Form is not postmarked or filed online by **November 29, 2024**, you will not receive any payment from the Settlement. Submission of this Claim Form does not ensure that you will share in payments related to the Settlement.

QUESTIONS? CALL 1-888-831-7612 OR VISIT WWW.LIPITORANTITRUSTSETTLEMENT.COM



400735989999999996

In re Lipitor Antitrust Litigation
Case No. 3:12-cv-2389-PGS-JBD (D.N.J.)

MUST BE POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE NOVEMBER 29, 2024.

Consumer Claim Form

Use Blue or Black Ink Only

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT FOR A CONSUMER AND NOT A THIRD-PARTY PAYOR.

Section A: Claimant Identification

Claimant's Name

First Name

MI

Last Name

Agent/Legal Representative (If Any)

Street Address

City

State

ZIP Code

Daytime Telephone Number

 - -

Email Address*

*By providing your email address, you authorize the Claims Administrator to use that email address to send you information relevant to this claim.

Section B: Eligibility

You may be eligible to file a Claim Form and receive a distribution from the Settlement if you are a member of the Consumer Class described below. The amount you may recover depends on whether you purchased branded Lipitor, generic Lipitor, or both, and when and where you made those purchases.

With respect to branded Lipitor, you are a member of the Consumer Class if you purchased, paid, and/or provided reimbursement for some or all of the purchase price of **branded** Lipitor, without the use of a Pfizer co-pay card, in Arizona, California, Washington, D.C., Florida, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, West Virginia, or Wisconsin at any time during the period **from June 28, 2011 through November 29, 2011.**

With respect to generic Lipitor, you are a member of the Consumer Class if you purchased, paid, and/or provided reimbursement for some or all of the purchase price of **generic** Lipitor in Arizona, California, Washington, D.C., Florida, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, West Virginia, or Wisconsin at any time during the period from **November 30, 2011 through December 31, 2012.**

QUESTIONS? CALL 1-888-831-7612 OR VISIT WWW.LIPITORANTITRUSTSETTLEMENT.COM



400735989999999996

Please note certain consumers have been excluded from the Consumer Class in this case. **Do not** submit a Claim Form for yourself or on behalf of any of the following excluded consumers:

- Judges assigned to this case and their chambers’ staff and any members of the judges’ or chambers’ staff’s immediate family
- Pfizer, Ranbaxy, and their officers, directors, and employees
- Individuals who only purchased through a Medicare Part D or Medicaid plan
- Individuals who only purchased branded Lipitor after November 30, 2011, and never made even a single purchase of generic Lipitor after that time
- Any “flat co-pay” consumers who paid for branded or generic Lipitor only by making a co-payment that did not change based on whether the drug was branded or generic

Check this box and sign the certification in Section E to confirm that the claimant indicated in *Section A* is a Consumer Class member and none of the exclusion criteria above is applicable. *If any of the exclusion criteria is applicable to the claimant, the Claims Administrator may reject the claim.*

Section C: Purchase Information

a) If you are an eligible claimant, please type or print in the boxes below the total number of prescriptions and amounts paid for Lipitor and/or generic Lipitor purchases made in the states listed in *Section B*. **List your purchases from June 28, 2011 through December 31, 2012.** If any purchases were made by mail order, the state to which the prescription was sent (most likely your state of residence) is considered the place of purchase. For example, if you purchased branded and/or generic Lipitor by mail order and had the prescription sent to Arizona, Arizona would be considered the place of purchase for that transaction and the purchase would be eligible for a recovery. On the other hand, if you purchased branded and/or generic Lipitor by mail order and had the prescription sent to South Carolina, that transaction would not be eligible for a recovery because the place of purchase would be considered South Carolina, which is not one of the states covered by the Settlement. Only purchases made in Arizona, California, Washington, D.C., Florida, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, West Virginia, or Wisconsin should be listed below. For retail purchases, the state of purchase is the state where the pharmacy is physically located.

	PURCHASES OF BRANDED LIPITOR IN DESIGNATED STATES (June 28, 2011–November 29, 2011)	PURCHASES OF GENERIC LIPITOR IN DESIGNATED STATES (November 30, 2011–December 31, 2012)
Total Number of Purchases (Count of Prescriptions Filled During Class Period)	□ □ □ □	□ □ □ □
Total Amount You Paid (Exclude Any Amount Paid by Insurance)	\$ □ □ □ □ □ □ . □ □	\$ □ □ □ □ □ □ . □ □

Section D: Claim Documentation and Disputes Regarding Claim Amounts

You may file a claim by providing the information requested in *Sections A* and *C* and completing the certification below.

You should also submit any of the following, which are all acceptable as claim documentation:

- Records from your insurer or pharmacy showing your purchases of branded and/or generic Lipitor
- A note from your doctor (or records) describing the amount of branded and/or generic Lipitor you were prescribed
- An explanation of benefits (“EOB”) from your health plan or insurer describing transactions in branded and/or generic Lipitor
- Other records showing purchases of branded and/or generic Lipitor in the designated states at any time during the period from June 28, 2011 through December 31, 2012, including but not limited to receipts, checkbook entries, and credit card statements

QUESTIONS? CALL 1-888-831-7612 OR VISIT WWW.LIPITORANTITRUSTSETTLEMENT.COM



40073598999999996

Note: You must submit documentation of your purchases and complete the certification below. If you do not provide documentation, the Claims Administrator will ask for additional claim documentation after you submit your Claim Form, so please keep all records of your purchases, such as receipts, checkbook entries, credit card statements, insurance EOBs, and the like. Claims may be selected for audit and rejected because of fraud concerns or potentially inaccurate amounts based on expected average purchases.

If the Claims Administrator rejects or reduces your claim and you believe the rejection or reduction is in error, you may contact the Claims Administrator to request further review. If the dispute concerning your claim cannot be resolved by the Claims Administrator and Class Counsel, you may request that the Court review your claim.

To request Court review, you must send the Claims Administrator a signed written statement (a) stating your reasons for contesting the rejection or payment determination regarding your claim and (b) specifically stating that you “request that the Court review the determination regarding this claim.” You must include all documentation supporting your argument(s). The Claims Administrator and Class Counsel will present the dispute to the Court for review, which may include one or more public filings with the Court describing the dispute and arguments concerning it. Personal medical data and history relating to the dispute, however, will be filed under seal to preserve confidentiality. Please note that Court review should be sought only if you disagree with the Claims Administrator’s determination regarding your claim.

Section E: Certification

I have read and am familiar with the contents of the Instructions accompanying this Claim Form. I certify that the information I have set forth in the above Claim Form and in any documents I have attached is true, correct, and complete to the best of my knowledge. I certify that I or the Consumer Class member I represent

Purchased, paid, and/or provided reimbursement for some or all of the purchase price of branded Lipitor, without the use of a Pfizer co-pay card, during the period from June 28, 2011 through November 29, 2011, where the drug was purchased in a pharmacy in Arizona, California, Washington, D.C., Florida, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, West Virginia, or Wisconsin or received by mail-order prescription in one of those states

and/or

Purchased, paid, and/or provided reimbursement for some or all of the purchase price of generic Lipitor during the period from November 30, 2011 through December 31, 2012, where the drug was purchased in a pharmacy in Arizona, California, Washington, D.C., Florida, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, West Virginia, or Wisconsin or received by mail-order prescription in one of those states.

I certify that I, or the Consumer Class member I represent, did not ask to be excluded (“opt out”) from the Settlement Class in this lawsuit and did not purchase Lipitor or generic Lipitor for purposes of resale (not for personal use). In addition, I am not (or the represented Consumer Class member is not) among the persons or entities that have been excluded from the Settlement Class, which are listed above in *Section B*.

I further certify that I have provided all the information requested above to the extent I have it.

To the extent I have been given authority to submit this Claim Form by a Consumer Class member on his or her behalf, and accordingly am submitting this Claim Form in the capacity of an authorized agent with authority to submit it, and to the extent I have been authorized to receive on behalf of the Consumer Class member any and all amounts that may be allocated to them from the Settlement Fund, I certify that such authority has been properly vested in me and that I will fulfill all duties I may owe the Consumer Class member. If amounts from the Settlement Fund are distributed to me and a Consumer Class member later claims I did not have the authority to claim and/or receive such amounts on his or her behalf, I will hold the End-Payor Class, Class Counsel, and the Claims Administrator harmless with respect to any claims made by the Consumer Class member.

QUESTIONS? CALL 1-888-831-7612 OR VISIT WWW.LIPITORANTITRUSTSETTLEMENT.COM



400735989999999996

I further certify that I and any Consumer Class member(s) I represent have read and am/are familiar with the releases stated in Paragraph 12 of the Settlement Agreement. The releases in that Paragraph provide as follows:

a) Upon the occurrence of the Effective Date in accordance with Paragraph 6 hereof, and in consideration for the Settlement Fund Amount described in this Settlement Agreement, End-Payor Plaintiffs and the End-Payor Classes—except those who requested exclusion from the End-Payor Classes and whose request was approved by the Court—on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives (the “Releasing Parties”), shall release and forever discharge, and covenant not to sue Pfizer 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 (and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing) (the “Released Parties”), with respect 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, prior to the date of preliminary approval of the Settlement Agreement, (a) alleged, or which reasonably could have been alleged, in the End-Payor Class Action concerning the alleged anticompetitive scheme to prevent and delay approval and market entry of AB-rated generic equivalents of Lipitor, or (b) concerning end-payor purchases of Lipitor and/or its AB-rated generic equivalents in the Class States and arising under the Sherman Act, 15 U.S.C. §§ 1 & 2, *et seq.*, or any other federal or state statute or common-law doctrine relating to antitrust or consumer protection (collectively, the “Released Claims”). Upon the Effective Date, the Releasing Parties 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 Released Parties.

b) In addition, End-Payor Plaintiffs, on behalf of themselves and all other Releasing Parties, hereby expressly waive, release, and forever discharge, upon the Settlement becoming final, any 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 this Paragraph 12, but each Releasing Party hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon this Settlement 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.

c) Reservation of Claims. The Releasing Parties intend by this Settlement Agreement to release only Pfizer and the Released Parties with respect to the Released Claims. The Releasing Parties specifically do not intend this Settlement Agreement, or any part hereof or any other aspect of the proposed Settlement Agreement, to compromise or otherwise affect in any way any rights the Releasing Parties have or may have against any other person, firm, association, entity, company, or corporation whatsoever, including Ranbaxy. The release set forth in this Paragraph 12 is not intended to and shall not release any claims other than the Released Claims.

d) This Settlement is not intended to and does not release claims arising in the ordinary course of business between the Releasing Parties and the Released Parties that are unrelated to the allegations in the End-Payor Class Action, such as claims 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.

QUESTIONS? CALL 1-888-831-7612 OR VISIT WWW.LIPITORANTITRUSTSETTLEMENT.COM



40073598999999996

I hereby submit to the jurisdiction of the United States District Court for the District of New Jersey for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I acknowledge that any false information or representations contained herein may subject me to sanctions, including the possibility of criminal prosecution. I agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Claims Administrator.

I certify that the above information supplied by the undersigned is, under penalty of perjury, true and correct to the best of my knowledge and that this Claim Form was executed on the date below.

Signature

Date:

--	--

 -

--	--

 -

--	--	--	--

MM DD YYYY

Print Name

Section F: Payment Selection

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment.

PayPal – Enter the email address associated with your PayPal account:

Venmo – Enter the mobile number associated with your Venmo account:

--	--	--

 -

--	--	--

 -

--	--	--	--

Zelle – Enter the mobile number or email address associated with your Zelle account:

Mobile Number

--	--	--

 -

--	--	--

 -

--	--	--	--

Email Address

Virtual Prepaid Card – Enter your email address:

Physical Check – Your payment will be mailed to the address provided in *Section A*.

Mail your completed Claim Form, postmarked on or before **November 29, 2024**, along with claim documentation, if available, to the address below, or submit the information online, by **November 29, 2024**, at the Settlement website below.

Claims Administrator 54388
P.O. Box 2694
Portland, OR 97208-2694
Toll Free Telephone: 1-888-831-7612
Website: www.LipitorAntitrustSettlement.com

QUESTIONS? CALL 1-888-831-7612 OR VISIT WWW.LIPITORANTITRUSTSETTLEMENT.COM



400735989999999996

Reminder Checklist:

1. Complete and sign the above Claim Form or complete the online Claim Form. Attach or upload any documentation supporting your claim.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, return receipt requested.
4. If your name or contact information changes, please send your new name or contact information to the Claims Administrator at info@LipitorAntitrustSettlement.com or via U.S. Mail at the address above.

QUESTIONS? CALL 1-888-831-7612 OR VISIT WWW.LIPITORANTITRUSTSETTLEMENT.COM