

**COHN LIFLAND PEARLMAN
HERRMANN & KNOPF LLP**

Peter S. Pearlman
Matthew F. Gately
Park 80 West – Plaza One
250 Pehle Avenue, Suite 401
Saddle Brook, New Jersey 07663
(201) 845-9600 (telephone)
(201) 845-9423 (fax)
psp@njlawfirm.com
mfg@njlawfirm.com

Attorneys for the Direct Purchaser Plaintiff Class

(Additional counsel on signature page)

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

IN RE: EFFEXOR XR ANTITRUST
LITIGATION

THIS DOCUMENT RELATES TO:

All Direct Purchaser Class Actions

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

**DECLARATION OF MATTHEW F. GATELY IN SUPPORT OF
DIRECT PURCHASER CLASS PLAINTIFFS' MOTION FOR
DISTRIBUTION FROM THE SETTLEMENT FUND**

I, Matthew F. Gately, 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 Distribution from the Settlement Fund.

1. Attached as Exhibit 1 hereto is a true and correct copy of the Declaration of Tina Chiango of RG/2 Claims Administration in Support of Motion for Distribution from the Settlement Fund, filed herewith (the “RG/2 Claims Declaration”).

2. On June 28, 2024, the Court granted final approval of Plaintiffs’ settlement with defendants Wyeth LLC, Wyeth Pharmaceuticals, Inc., Wyeth-Whitehall Pharmaceuticals LLC, and Wyeth Pharmaceuticals Company (“Wyeth”). ECF No. 746.

3. Also on June 28, 2024, the Court approved a Plan of Allocation (filed at ECF No. 729-3, as Exhibit 2 to Direct Purchaser Class Plaintiffs’ Unopposed Motion for Certification of a Settlement Class, Appointment of Lead Class Counsel, Preliminary Approval of Proposed Settlement, Approval of the Form and Manner of Notice to the Class and Proposed Schedule for a Fairness Hearing), which described the procedures and methods to be used by RG/2 Claims to allocate and distribute the Net Settlement Fund to Claimants who submit valid claims.

4. Pursuant to Paragraph 9 of the Final Approval Order (ECF No. 746), RG/2 Claims and Lead Class Counsel¹ were authorized to begin administration and distribution of the Net Settlement Fund in accordance with the approved Plan of Allocation (ECF No. 729-3).

5. In accordance with the Plan of Allocation, on or about May 3, 2024, RG/2 Claims mailed pre-populated Claim Forms to each Class Member setting forth the calculation of each Class Member's qualifying net purchases of brand and generic Effexor XR. *See* RG/2 Claims Declaration, ¶ 5. Specifically, as explained in the accompanying RG/2 Claims Declaration, RG/2 Claims worked with Lead Class Counsel and Econ One to (i) identify the Class Members from the transactional sales data produced during the litigation; (ii) calculate the amounts of qualifying purchases of brand and generic Effexor XR by each Class Member using the produced transactional sales data; and (iii) calculate each Class Member's total qualifying purchases of brand and generic Effexor XR. *Id.* ¶ 4. These figures were included in the pre-populated Claim Forms sent to Class Members.

6. An un-populated version of the Claim Form was posted on the websites of Lead Class Counsel. *See, e.g.*, <https://bergermontague.com/cases/effexor-xr->

¹ "Lead Class Counsel" are Thomas M. Sobol and his firm Hagens Berman Sobol Shapiro LLP, David F. Sorensen and his firm Berger Montague PC, Peter Kohn and his firm Faruqi & Faruqi LLP, Barry S. Taus and his firm Taus, Cebulash & Landau, LLP, Dianne M. Nast and her firm Nastlaw, LLC, and Don Barrett and his firm Barrett Law Group, P.A. ECF No. 732, ¶ 10.

antitrust-lawsuit/; <https://www.hbsslaw.com/cases/effexor-xr-antitrust>; RG/2 Claims Declaration, ¶ 5 & Ex. A (copy of the un-populated Claim Form).

7. Since mailing the Claim Forms, RG/2 Claims and Lead Class Counsel, with the help and consultation of Econ One, worked with Claimants who submitted valid Claim Forms—including those Claim Forms submitted by Class Members or on the basis of assignments from Class Members—to process and evaluate these claims, and to determine each Claimant’s qualifying net purchases of brand and generic Effexor XR. RG/2 Claims Declaration, ¶¶ 7-8. RG/2 Claims and Lead Class Counsel followed up individually with certain Class Members for which RG/2 Claims and Lead Class Counsel had contact information that did not respond to RG/2 Claims’ Claim Form mailing. *Id.* ¶ 6.

8. In administrating the settlement, RG/2 Claims (i) evaluated all submitted Claim Forms; (ii) with the help of economic consultant Econ One, evaluated any accompanying data submitted therewith; (iii) worked with Econ One and Lead Class Counsel and to determine the weighted *pro rata* payment from the Net Settlement Fund for each Claimant who submitted a valid, approved Claim Form; and (iv) drafted a report of its activities and results in a final report to the Court, submitted herewith. *See* RG/2 Claims Declaration, ¶¶ 7-9.

9. Based on RG/2 Claims’ administration of the settlement in accordance with the Plan of Allocation, RG/2 Claims has determined that 41 Claimants filed

valid Claim Forms and are eligible for participation in the Net Settlement Fund. *Id.* ¶ 7. Two claims were rejected because the Claimants failed to submit documentation showing (a) that they purchased brand Effexor XR directly from Wyeth or generic Effexor XR directly from Teva during the Class Period, or (b) any assignment of rights from a Class Member that would allow these Claimants to participate in the settlement. *Id.* ¶ 9.

10. The list of qualified Claimants whose Claim Forms were accepted is attached as Exhibit B to the RG/2 Claims Declaration. The *pro rata* percentage shares were calculated using the data produced by the manufacturers of brand and generic Effexor XR and data submitted by Claimants with their Claim Forms, in accordance with the Court-approved Plan of Allocation.

11. As part of the RG/2 Claims Declaration, RG/2 Claims indicates that it has incurred \$9,904 in unpaid professional fees and expenses for administering the claims in this settlement and anticipates incurring an additional \$5,115 in fees and expenses to complete the initial distribution of funds to Claimants, file the necessary tax returns, and respond to Claimant inquiries concerning the initial distribution. RG/2 Claims Declaration, ¶ 10.

12. In addition, Econ One incurred fees in connection with the settlement and the claims administration process. This work included calculating Class Members' and Claimants' purchases and *pro rata* shares of the Net Settlement Fund,

including, in some cases, the examination and auditing of additional data provided by Claimants with their Claim Forms. Econ One also incurred fees in connection with the Declaration of Jeffrey J. Leitzinger, Ph.D. Regarding Certification of the Proposed Settlement Class, dated April 8, 2024 (ECF No. 730), and Declaration of Jeffrey J. Leitzinger, Ph.D. Related to Proposed Allocation Plan and Net Settlement Fund Allocation, dated April 8, 2024 (ECF No. 729-4). Econ One's fees for this work total \$192,410.50. RG/2 Claims Declaration, ¶ 11.

13. RG/2 Claims estimates that that the tax liability for the Settlement Fund to be approximately \$94,200 based on interest earned or to be earned on the Settlement Fund if a distribution is made by November 2024 and has recommended that up to \$150,000 be withheld from the distribution to cover any such liability, since the anticipated tax liability is subject to change based on interest rate changes that may occur through November 2024, which cannot be predicted. RG/2 Claims Declaration, ¶ 12 & n.4. As set forth in footnote 3 of the accompanying proposed order, only the amount owed in taxes would be removed from the Settlement Fund for payment of taxes.

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

Executed this 3rd day of September, 2024.

/s/ Matthew F. Gately
Matthew F. Gately

EXHIBIT 1

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

IN RE: EFFEXOR XR ANTITRUST
LITIGATION

THIS DOCUMENT RELATES TO:

All Direct Purchaser Class Actions

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

**DECLARATION OF TINA CHIANGO OF RG/2 CLAIMS
ADMINISTRATION IN SUPPORT OF MOTION FOR DISTRIBUTION
FROM THE SETTLEMENT FUND**

I, Tina Chiango, declare and state as follows under penalties of perjury:

1. I have personal knowledge of the matters set forth herein. I am a Project Manager at the RG/2 Claims Administration (“RG/2 Claims”). RG/2 Claims was retained and approved by the Court to provide notice and claims administration services in this matter. RG/2 Claims is an experienced national class action notice provider and claims administrator with experience in administering class action settlements. RG/2 Claims’ services include settlement fund escrow and reporting, class member data management, legal notification, call center support, and claims administration.

2. I make this declaration in support of Direct Purchaser Class Plaintiffs’ motion for an Order authorizing the distribution from the Settlement Fund, and to

describe the claims administration process and services that RG/2 Claims provided in this matter.

3. As Notice and Claims Administrator, RG/2 Claims was assigned to print, mail, and receive the Proof of Claim and Release forms (“Claim Forms”) sent to Class Members; assist Class Members in their submission of Claim Forms; audit claims, including any additional purchase data submitted by Claimants with their Claim Forms; and otherwise manage the claims administration process. On behalf of RG/2 Claims, I oversaw the claims administration process in this case, including working with Lead Class Counsel and Econ One Research, Inc. (“Econ One”), the economic consulting firm retained by Lead Class Counsel, to perform the calculations and data analysis necessary for allocating the Net Settlement Fund to approved claimants under the Plan of Allocation.

4. In accordance with the Plan of Allocation, RG/2 Claims worked with Lead Class Counsel and Econ One to (i) identify the Class Members from the transactional sales data produced during the litigation; (ii) calculate the amounts of qualifying purchases of brand and generic Effexor XR by each Class Member using sales data produced in the litigation; and (iii) calculate each Class Member’s total qualifying purchases of brand and generic Effexor XR.

5. RG/2 Claims sent Claim Forms to each Class Member by first class mail on or about May 3, 2024. The Claim Forms were pre-populated with each Class

Member's qualifying brand and generic Effexor XR purchases.¹ In addition, an unpopulated version of the Claim Form was posted on the websites of Lead Class Counsel, including at <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/> and <https://www.hbsslaw.com/cases/effexor-xr-antitrust>. An unpopulated version of the Claim Form mailed to Class Members is annexed hereto as Exhibit A.

6. RG/2 Claims and Lead Class Counsel followed up individually with certain Class Members for which RG/2 Claims and Lead Class Counsel had contact information that did not respond to RG/2 Claims' Claim Form mailing.

7. In total, RG/2 Claims received 41 valid Claim Forms from Class Members or from Claimants with assignments from Class Members. Based on RG/2 Claims' administration of the Settlement as required by the Court-approved Plan of Allocation, and in consultation with Lead Class Counsel and Class Members as necessary, RG/2 Claims has determined that these 41 Claimants are eligible for participation in the Net Settlement Fund. A list of these 41 Claimants' names is annexed hereto as Exhibit B. The Claimants' pro rata percentages were calculated by Econ One, who utilized data produced by the manufacturers during the course of

¹ As noted on the Claim Form, the prepopulated purchase totals did not account for assignments that the Class Members gave that reduced the totals for certain Class Members.

the litigation and data produced by the Claimants with their Claim Forms, in accordance with the Court-approved Plan of Allocation.²

8. Seven Claimants submitted, with their valid Claim Forms, data showing their purchases of brand and/or generic Effexor XR. RG/2 Claims, in consultation with Econ One and Lead Class Counsel, accepted and utilized data provided by five of those Claimants for the purpose of calculating Claimants' *pro rata* shares of the Net Settlement Fund, and advised these Claimants of the brand and/or generic Effexor XR purchase amounts that would be used to calculate these Claimants' *pro rata* shares of the Net Settlement Fund. After initially submitting data, the other two Claimants agreed that the brand and generic Effexor XR purchase totals from the prepopulated Claim Forms mailed to these Claimants, which were calculated from the brand and generic Effexor XR data produced by Defendants, should be used to calculate these Claimants' *pro rata* shares of the Net Settlement Fund.

9. Two claims were rejected because the Claimants failed to submit documentation showing (a) that they purchased Effexor XR directly from Wyeth or generic Effexor XR directly from Teva during the Class Period, or (b) any

² This data included purchase data and data showing the purchase volumes covered by assignments.

assignment of rights from a Class Member that would allow these Claimants to participate in the settlement:

- **Maggie L. Shipp (“Shipp”).** On July 9, 2024, RG/2 Claims sent Shipp, in the form of a letter, a final rejection of Shipp’s claim, setting forth the reasons for the rejection, providing a link to the Court-approved Plan of Allocation, and referencing and summarizing Shipp’s right to appeal the denial within 14 days. Shipp did not appeal the final rejection. A copy of the final rejection letter is attached as Exhibit C.
- **Kaiser Foundation Health Plan, Inc. (“Kaiser”).** On August 9, 2024, RG/2 Claims sent Kaiser, in the form of a letter and email, a final rejection of Kaiser’s claim, setting forth the reasons for the rejections, providing a link to the Court-approved Plan of Allocation, and referencing and summarizing Kaiser’s right to appeal the denial within 14 days. Kaiser did not appeal the final rejection. A copy of the final rejection letter is attached as Exhibit D.³

10. RG/2 Claims has incurred \$9,904 in unpaid professional fees and expenses for claims administration. In addition, RG/2 Claims estimates it will incur an additional \$5,115 in fees and expenses necessary to complete the initial distribution of funds, file the necessary tax returns, and respond to Claimant inquiries

³ Exhibit D also includes the letter RG/2 Claims sent to Kaiser on July 8, 2024.

concerning the first distribution to Claimants. To date, RG/2 Claims has not been paid or reimbursed for fees and expenses incurred in this matter.

11. Econ One has submitted invoices totaling \$192,410.50 of its work in connection with the settlement and the claims administration process.

12. RG/2 Claims estimates that the tax liability for the Settlement Fund will be approximately \$94,200 based on interest earned on the Settlement Fund and assuming a distribution by the end of November 2024. Based on that estimation, RG/2 Claims has recommended that the Court approve that an amount up to \$150,000 be withheld from the distribution to cover any such tax liability.⁴

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

Executed this 3rd day of September 2024 at Philadelphia, PA.



Tina Chiango

⁴ The tax estimate is only an estimate and is subject to change based on interest rate changes that may occur through November 2024, which cannot be predicted. At this time, we are unable to predict how the interest rates may change through November 2024. Actual interest earned and taxes due may differ significantly from the amounts included herein.

EXHIBIT A

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

EXHIBIT B

ACCEPTED CLAIMS

- 1 CENCORA, INC. (F/K/A AMERISOURCEBERGEN CORPORATION)
- 2 ASSOCIATED PHARMACIES INC.
- 3 AUBURN PHARMACEUTICAL CO.
- 4 BLOODWORTH WHOLESALE DRUGS
- 5 BURLINGTON DRUG COMPANY, INC.
- 6 CAPITAL WHOLESALE DRUG CO.
- 7 CARDINAL HEALTH, INC.
- 8 CESAR CASTILLO, LLC
- 9 DAKOTA DRUG, INC.
- 10 DISCOUNT DRUG MART, INC.
- 11 DROGUERIA BETANCES
- 12 EXPRESS SCRIPTS INC.
- 13 FWK HOLDINGS LLC
- 14 GENETCO, INC.
- 15 H.D. SMITH LLC
- 16 HARVARD DRUG
- 17 HENRY SCHEIN, INC.
- 18 HUMANA INC.
- 19 J M SMITH CORPORATION D/B/A SMITH DRUG COMPANY
- 20 KPH HEALTHCARE SERVICES, INC.
- 21 LOUISIANA WHOLESALE DRUG CO.
- 22 MCKESSON CORPORATION
- 23 MEDCO
- 24 MLI RX, LLC
- 25 MORRIS & DICKSON CO., LLC
- 26 NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC.
- 27 PHARMACY BUYING ASSOCIATION
- 28 PRESCRIPTION SUPPLY, INC.
- 29 PUBLIX SUPER MARKETS, INC.
- 30 QK HEALTHCARE, INC.
- 31 QUALITY CARE PRODUCTS
- 32 QUEST PHARMACEUTICALS, INC.
- 33 ROCHESTER DRUG COOPERATIVE
- 34 SCHNUCK MARKETS, INC.
- 35 STEPHEN L. LAFRANCE PHARMACY, INC. D/B/A SAJ DISTRIBUTORS
- 36 THRIFTY DRUG STORES, INC.
- 37 UNIONDALE CHEMISTS, INC.
- 38 VALLEY WHOLESALE DRUG CO. LLC
- 39 VALUE DRUG COMPANY
- 40 WAKEFERN FOOD CORP.
- 41 WALMART

EXHIBIT C



P.O. Box 59479, Philadelphia, PA 19102-9479
info@rg2claims.com ♦ 866-742-4955

July 9, 2024

Maggie L. Shipp
104 Washington St
Cleveland, MS 38732

Re: In re Effexor Antitrust Litigation

Dear Maggie:

We write in response to the claim form you submitted in In re Effexor Antitrust Litigation, Case No. 3:11-cv-5479 (D.N.J.).

According to the data produced in this litigation, you did not purchase brand Effexor XR directly from Wyeth or generic Effexor XR directly from Teva during the period the period June 14, 2008 through and until May 31, 2011 (the “Class Period”). In addition, you have not submitted a purchase order, contract, or other documentation proving that you purchased Effexor XR or its AB-rated bioequivalent generic directly from Wyeth or Teva during the period Class Period from June 14, 2008 through and until May 31, 2011. Accordingly, you are not a member of the Effexor XR class of direct purchasers and so not eligible to participate in the settlement.

Your claim form is therefore rejected.

You may appeal this rejection to the Court in accordance with Sections 7.1 and 7.2 of the Court-approved Plan of Allocation, which is available here: <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit/>. Please note that section 7.2 of the Plan of Allocation states: “Any such appeal by a Claimant must be submitted in writing to the Court, with copies to the Claims Administrator and Lead Class Counsel, within 14 days of the Claims Administrator’s final rejection notification to the Claimant.”

Best Regards,
RG/2 Claims Administration. LLC



EXHIBIT D



P.O. Box 59479, Philadelphia, PA 19102-9479
info@rg2claims.com ♦ 866-742-4955

August 9, 2024

Ashley Kalimada
Crowell & Moring LLP
3 Park Plaza – 20th Flr
Irvine, CA 92614

Ashley:

On July 8, 2024, we sent you a letter stating that the claim form submitted by Kaiser Foundation Health Plan, Inc. (“Kaiser”) in *In re Effexor XR Antitrust Litigation*, Case No. 3:11-cv-5479 (D.N.J.) would be finally rejected, unless Kaiser provided additional information or documentation, because, according to the data produced in this litigation, Kaiser did not purchase brand Effexor XR directly from Wyeth or generic Effexor XR directly from Teva during the period June 14, 2008 through and until May 31, 2011 (the “Class Period”). In addition, Kaiser has not submitted a purchase order, contract, or other documentation proving that it purchased brand Effexor XR or its AB-rated bioequivalent generic directly from Wyeth or Teva during the Class Period from June 14, 2008 through and until May 31, 2011.

To date, Kaiser has not produced a purchase order, contract, or some other documentation proving that Kaiser purchased Effexor XR or its AB-rated bioequivalent generic directly from Wyeth or Teva during the period June 14, 2008 through and until May 31, 2011 nor any other documentation showing that Kaiser is eligible to participate in the settlement. Accordingly, Kaiser is not a member of the Effexor XR class of direct purchasers and not eligible to participate in the settlement.

This letter shall serve as final rejection of Kaiser’s claim. You may appeal this rejection to the Court in accordance with Sections 7.1 and 7.2 of the Court-approved Plan of Allocation, which is available here: <https://bergermontague.com/cases/effexor-xr-antitrust-lawsuit>. Please note that section 7.2 of the Plan of Allocation states: “Any such appeal by a Claimant must be submitted in writing to the Court, with copies to the Claims Administrator and Lead Class Counsel, within 14 days of the Claims Administrator’s final rejection notification to the Claimant.”

Best Regards
Tina Chiango
RG2 Claims Administration LLC





P.O. Box 59479, Philadelphia, PA 19102-9479
info@rg2claims.com ♦ 866-742-4955

July 8, 2024

Ashley Kalimada
Crowell & Moring LLP
3 Park Plaza – 20th Flr
Irvine, CA 92614

Ashley:

I write in response to the July 2, 2024 letter and accompanying claim form submitted by Kaiser Foundation Health Plan, Inc. (“Kaiser”) in *In re Effexor Antitrust Litigation*, Case No. 3:11-cv-5479 (D.N.J.).

According to the data produced in this litigation, Kaiser did not purchase brand Effexor XR directly from Wyeth or generic Effexor XR directly from Teva during the period June 14, 2008 through and until May 31, 2011 (the “Class Period”). In addition, Kaiser has not submitted a purchase order, contract, or other documentation proving that it purchased brand Effexor XR or its AB-rated bioequivalent generic directly from Wyeth or Teva during the Class Period from June 14, 2008 through and until May 31, 2011. Accordingly, Kaiser is not a member of the Effexor XR class of direct purchasers and so not eligible to participate in the settlement.

If Kaiser wishes to update its Claim Form submission with documentation of direct purchases from Wyeth and/or Teva or an assignment of rights showing that it is entitled to recover for damages incurred on such direct purchases, it must do so in writing within 14 days of the date of this letter. If Kaiser does not submit this required documentation within 14 days, by July 22, 2024, its Claim Form will be finally rejected.

Best Regards
Tina Chiango
RG2 Claims Administration LLC

