

# EXHIBIT

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

IN RE: LIPITOR ANTITRUST  
LITIGATION

This document relates to:

Direct Purchaser Class Actions

MDL No. 2332

Master Docket No. 3:12-cv-2389  
(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 Lipitor 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 Lipitor.

5. RG/2 Claims sent Claim Forms to each Class Member by first class mail on or about March 22, 2024. The Claim Forms were pre-populated with each

Class Member's qualifying brand and generic Lipitor purchases.<sup>1</sup> In addition, an un-populated version of the Claim Form was posted on the websites of Lead Class Counsel at <https://bergermontague.com/wp-content/uploads/Lipitor-Claim-Form.pdf>, <https://www.hbsslaw.com/sites/default/files/case-downloads/lipitor/lipitor-claim-form.pdf>, and <https://garwingerstein.com/wp-content/uploads/2024/02/Lipitor-Claim-Form.pdf>. An un-populated 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 42 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 42 Claimants are eligible for participation in the Net Settlement Fund. A list of these 42 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

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<sup>1</sup> 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.<sup>2</sup>

8. Four Claimants submitted, with their valid Claim Forms, data showing their purchases of brand and/or generic Lipitor. RG/2 Claims, in consultation with Econ One and Lead Class Counsel, accepted and utilized data provided by three 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 Lipitor purchase amounts that would be used to calculate these Claimants' pro rata shares of the Net Settlement Fund.<sup>3</sup>

9. Five claims were rejected because the Claimants failed to submit documentation showing (a) that they purchased Lipitor directly from Pfizer or generic Lipitor directly from Ranbaxy during the Class Period, or (b) any assignment of rights from a Class Member that would allow these Claimants to participate in the settlement:

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<sup>2</sup> This data included purchase data and data showing the purchase volumes covered by assignments.

<sup>3</sup> The Administrator did not accept data submitted by one Claimant because the data showed purchases that were not made directly from Defendants Pfizer or Ranbaxy but rather showed purchases made from a Class Member, and the Claimant did not submit documentation of an assignment of rights from the Class Member that would allow the Claimant to recover for these purchases. However, this Claimant did submit a valid, accepted claim for brand Lipitor purchased directly from Pfizer. The Claimant was advised on June 4, 2024 that its claim was accepted as to brand Lipitor purchased directly from Pfizer but rejected as to the purchases from a Class Member. The Claimant has not appealed that determination.

- **Kaiser Foundation Health Plan, Inc (“Kaiser”).** On June 11, 2024, RG/2 Claims sent Kaiser by email a final rejection of Kaiser’s claim, setting forth the reasons for the rejection, 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 C.
- **Crisp Regional Hospital, Inc., St. Jude Children’s Research Hospital, and St. Tammany Parish Hospital Service District No. 1.** Claims Compensation Bureau, LLC (“CCB”) submitted three Claim Forms, postmarked June 3, 2024, on behalf of CCB’s clients Crisp Regional Hospital, Inc., St. Jude Children’s Research Hospital and St. Tammany Parish Hospital Service District No. 1. On June 20, 2024, RG/2 Claims sent CCB, in the form of a letter and email, a final rejection of CCB’s clients’ Claim Forms, setting forth the reasons for the rejections, providing a link to the Court-approved Plan of Allocation, and referencing and summarizing CCB’s clients’ right to appeal the denial within 14 days. CCB’s clients did not appeal the final rejection. A copy of the final rejection letter is attached as Exhibit D.

- **Wegmans Food Markets, Inc. (“Wegmans”).** On July 19, 2024, RG/2 Claims sent Wegmans, in the form of a letter and email, a final rejection of Wegmans’ claim, setting forth the reasons for the rejection, providing a link to the Court-approved Plan of Allocation, and referencing and summarizing Wegmans’ right to appeal the denial within 14 days. Wegmans did not appeal the final rejection. A copy of the final rejection letter is attached as Exhibit E.

10. RG/2 Claims has incurred \$12,833.36 in unpaid professional fees and expenses for claims administration. In addition, RG/2 Claims estimates it will incur an additional \$5,697 in fees and expenses necessary to complete the initial distribution of funds, file the necessary tax returns, and respond to Claimant inquiries 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.

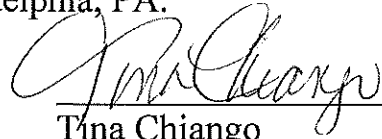
11. Econ One has submitted invoices totaling \$87,641.00 of its work in the claims administration process.

12. RG/2 Claims estimates that the tax liability for the Settlement Fund will be approximately \$710,000 based on interest earned on the Settlement Fund and assuming a distribution by the end of October 2024. Based on that estimation, RG/2

Claims has recommended that the Court approve that an amount up to \$1 million be withheld from the distribution to cover any such tax liability.<sup>4</sup>

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

Executed this 13<sup>th</sup> day of August 2024 at Philadelphia, PA.

  
Tina Chiango

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<sup>4</sup> The tax estimate is only an estimate and is subject to change based on interest rate changes that may occur through October 2024, which cannot be predicted. At this time, we are unable to predict how the interest rates may change through October 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: Lipitor Antitrust Litigation*  
MDL No. 2332, No. 12-cv-2389

*Si desea recibir esta notificación en español, llámenos al phone number*

**PROOF OF CLAIM AND RELEASE**

Your claim must be postmarked by: **May 22, 2024**

Notice ID:

**INTRODUCTION**

On March 8, 2024, the Court in the above-entitled action (the “Action”) preliminarily approved a \$93,000,000 settlement in a class action lawsuit brought by Droguería Betances, LLC, Professional Drug Company, Inc., Rochester Drug Co-Operative, Inc., Stephen L. LaFrance Holdings, Inc., and Value Drug Company (collectively “Plaintiffs” or “Class Representatives”) against Pfizer Inc., Pfizer Manufacturing Ireland, Warner-Lambert Co., and Warner-Lambert Co. LLC (collectively, “Pfizer”) and Ranbaxy Inc., Ranbaxy Laboratories Limited, and Ranbaxy Pharmaceuticals, Inc. (collectively, “Ranbaxy”). The Settlement is with Pfizer only.

The notice of class action Settlement dated March 23, 2024, which was mailed to Class members with this claim form, and which is available at <https://www.hbsslaw.com/cases/lipitor-antitrust>, <https://garwingerstein.com/settlements/in-re-lipitor-antitrust-litigation/>, and <https://bergermontague.com/cases/in-re-lipitor-antitrust-lawsuit/>, summarizes both the litigation and terms of the Settlement. As set forth in the notice, the Settlement is with Pfizer only and does not resolve any of the claims against Ranbaxy. 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 Pfizer, 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 LIPITOR TABLETS**

A. The Claims Administrator, in conjunction with the direct purchaser plaintiffs’ economic expert, has calculated each Class member’s qualifying direct purchases of brand Lipitor tablets directly from Pfizer during the period of June 28, 2011 through May 29, 2014, and direct purchases of generic Lipitor directly from Ranbaxy Inc., Ranbaxy Laboratories Limited, and Ranbaxy Pharmaceuticals, Inc. (collectively, “Ranbaxy”) or Watson Pharmaceuticals, Inc. (“Watson”) during the period of November 30, 2011 through May 28, 2012. The initial calculations are based upon brand and generic Lipitor sales data produced by Pfizer, Ranbaxy, and Watson 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 computed for your company are accurate, you should sign on page 6 of this Proof of Claim and Release Form and mail it to the Claims Administrator postmarked no later than May 22, 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 listed for your company 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 May 22, 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 Lipitor or its AB-rated bioequivalent generic products directly from any of Defendants at any time during the period June 28, 2011 through May 28, 2012 (the “Class Period”).

Excluded from the Class are the Defendants and their officers, directors, management, employees, subsidiaries, or affiliates, all federal governmental entities, and all persons or entities that (i) purchased Lipitor directly from Pfizer for the first time during the Class Period after November 30, 2011, but did not purchase generic Lipitor directly from Ranbaxy during the Class Period; and (ii) all persons or entities that purchased Lipitor directly from Pfizer after November 30, 2011 that did not also purchase generic Lipitor after November 30, 2011.

Also excluded from the Class for purposes of this Settlement Agreement are the following entities: CVS Pharmacy, Inc. (which includes Caremark), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co. (which includes Kerr Drug), The Kroger Co. (which includes Peytons), Safeway Inc., SuperValu Inc., Meijer, Inc. and Meijer Distribution, Inc., Giant Eagle, Inc., and H-E-B L.P. (“Retailer Plaintiffs”).

**The Court-approved Plan of Allocation provides, for Claimants with valid claims, that each Claimant’s allocated share of the Net Settlement Fund will be determined by taking (a) each Claimant’s weighted combined total net purchases of branded Lipitor from Pfizer from June 28, 2011 through May 29, 2014 and generic Lipitor from Ranbaxy or Watson from November 30, 2011 through May 28, 2012, (b) removing any purchases for which the rights to damages in this litigation have been assigned by agreement, and dividing it by (c) the weighted combined total purchases by all Claimants who timely submit valid, accepted Claim Forms of brand Lipitor from Pfizer from June 28, 2011 through May 29, 2014, and generic Lipitor from Ranbaxy or Watson from November 30, 2011 through May 28, 2012, net of any purchases for which the rights to damages in this litigation have been assigned by agreement. Generic Lipitor purchases will be weighted as 0.95 (95%) of a brand Lipitor purchase. This is because alleged overcharges on units of generic Lipitor were 5% less than alleged overcharges on units of brand Lipitor.**

**Allocations to Claimants whose right to an allocation 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 Lipitor Tablet 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 Lipitor Tablet 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://www.hbsslw.com/cases/lipitor-antitrust>, <https://garwingerstein.com/settlements/in-re-lipitor-antitrust-litigation/>, and <https://bergermontague.com/cases/in-re-lipitor-antitrust-lawsuit/>. This summary of the Plan of Allocation is only a summary and is not meant to 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.**

<b>INITIAL ESTIMATE OF YOUR PURCHASE VOLUMES</b>
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According to the direct purchaser plaintiffs’ economic expert’s analysis of the data produced in the Action, your net qualifying volumes of Lipitor purchases are as follows:
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\_\_\_\_\_ Tablets of brand Lipitor purchased directly from Pfizer (net of returns and free samples) from June 28, 2011 through May 29, 2014.

\_\_\_\_\_ Tablets of generic Lipitor purchased directly from Ranbaxy and/or Watson (net of returns and free samples) from November 30, 2011 through May 28, 2012.

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 Lipitor 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 (CVS Pharmacy, Inc. (which includes Caremark), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co. (which includes Kerr Drug), The Kroger Co. (which includes Peytons), Safeway Inc., SuperValu Inc., Meijer, Inc. and Meijer Distribution, Inc., Giant Eagle, Inc., and H-E-B L.P.), 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 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 **direct** purchases of brand Lipitor directly from Pfizer (net of returns, free samples, and assignments) from June 28, 2011 through May 29, 2014 and generic Lipitor directly from Ranbaxy or Watson (net of returns, free samples, and assignments) from November 30, 2011 through May 28, 2012, 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.

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

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**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 brand Lipitor directly from Pfizer (net of returns, free samples) from June 28, 2011 through May 29, 2014 and generic Lipitor directly from Ranbaxy or Watson (net of returns, free samples,) from November 30, 2011 through May 28, 2012.

Please provide the following data:

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

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: Lipitor Antitrust Litigation*, MDL No. 2332, No. 12-cv-2389 (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 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, or any other representatives thereof (and the predecessors,

successors, heirs, executors, administrators, and assigns of each of the foregoing) (the “Pfizer 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 Lipitor 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 Lipitor or generic Lipitor 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 Pfizer 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 Pfizer 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, Pfizer 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 “Pfizer Releasers”), also release and forever discharge, and covenant not to sue, Direct Purchaser 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 Pfizer 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 hereof 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 Pfizer, as well as any compulsory counterclaims of Pfizer relating to the allegations in this Action that were or should have been asserted, and the Settlement is not intended to release any claims (1) arising in the ordinary course of business between any Direct Purchaser Class member and Pfizer 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 Lipitor or generic Lipitor; or (3) arising out of or in any way relating to the alleged horizontal price-fixing agreements between Pfizer 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: Lipitor Antitrust Litigation**

c/o RG/2 Claims Administration

P.O. Box 59479

Philadelphia, PA 19102-9479

*Questions? Contact the Notice and Claims Administrator at [phone number to be filled in by RG/2].*

*Remember, your signed Proof of Claim and Release must be mailed and postmarked by May 22, 2024.*

*Again, if you have assigned part or all of your claim by entering assignment agreements with any of the Retailer Plaintiffs (CVS Pharmacy, Inc. (which includes Caremark), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co. (which includes Kerr Drug), The Kroger Co. (which includes Peytons), Safeway Inc., SuperValu Inc., Meijer, Inc. and Meijer Distribution, Inc., Giant Eagle, Inc., and H-E-B L.P.), 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 Lipitor**

<u>NDC</u>	<u>Strength</u>	<u>Package Size</u>
<u>Brand Lipitor (Pfizer):</u>		
00071015523	10MG	90
00071015534	10MG	5000
00071015540	10MG	100
00071015623	20MG	90
00071015640	20MG	100
00071015694	20MG	5000
00071015723	40MG	90
00071015740	40MG	100
00071015773	40MG	500
00071015788	40MG	2500
00071015823	80MG	90
00071015873	80MG	500
00071015888	80MG	2500
00071015892	80MG	64
 <u>Generic Lipitor (Ranbaxy):</u>		
63304082705	10MG	500
63304082790	10MG	90
63304082805	20MG	500
63304082890	20MG	90
63304082905	40MG	500
63304082990	40MG	90
63304083005	80MG	500
63304083090	80MG	90
 <u>Generic Lipitor (Watson):</u>		
00591377410	10MG	1000
00591377419	10MG	90
00591377510	20MG	1000
00591377519	20MG	90
00591377605	40MG	500
00591377619	40MG	90
00591377705	80MG	500
00591377719	80MG	90

# **EXHIBIT B**

**ACCEPTED CLAIMS**

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

# **EXHIBIT C**

**Chiango, Tina M.**

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**From:** Chiango, Tina M.  
**Sent:** Tuesday, June 11, 2024 9:34 AM  
**To:** Kalimada, Ashley  
**Cc:** Arbabi, Deborah; Sethna, Judith  
**Subject:** RE: In re Lipitor Antitrust Litig. Direct Purchaser Settlement - Claim Submission (Kaiser Foundation Health Plan Inc.)

**Importance:** High

Ashley -

On May 23, 2024, we sent you a letter stating that the claim form submitted by Kaiser Foundation Health Plan, Inc. ("Kaiser") in *In re Lipitor Antitrust Litig.*, Case No. 3:12-cv-02389 (D.N.J.) is rejected because Kaiser did not purchase Lipitor or its AB-rated bioequivalent generic products **directly from any of Defendants** at any time during the period June 28, 2011 through May 28, 2012, and so is not a member of the *Lipitor* class and so not eligible to participate in the settlement. (As stated in my May 23, 2024 letter, the Defendants in *In re Lipitor Antitrust Litig.*, Case No. 3:12-cv-02389 (D.N.J.) are Pfizer Inc., Pfizer Manufacturing Ireland, Warner-Lambert Co., and Warner-Lambert Co. LLC (collectively, "Pfizer") and Ranbaxy Inc., Ranbaxy Laboratories Limited, and Ranbaxy Pharmaceuticals, Inc. (collectively, "Ranbaxy")).

To date, Kaiser has not produced a purchase order, contract, or some other documentation proving that Kaiser purchased Lipitor or its AB-rated bioequivalent generic directly from Pfizer or Ranbaxy during the period June 28, 2011 through May 28, 2012. Accordingly, this letter shall serve as final rejection of Kaiser's claim. Kaiser 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/wp-content/uploads/ECF-1363-3-2024-02-14-Exhibit-2-Plan-of-Allocation.pdf>. 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  
RG2 Claims

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# **EXHIBIT D**



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

June 20, 2024

Claims Compensation Bureau  
Maisam Mukhtari  
130 Corporate Blvd.  
Norfolk, VA 23502

Re: Lipitor Antitrust Litigation

We write in response to the June 3, 2024 letter and accompanying claim forms submitted by Claims Compensation Bureau (“CCB”) in *In re Lipitor Antitrust Litigation*, Case No. 3:12-cv-02389 (D.N.J.) on behalf of the following CCB clients:

Crisp Regional Hospital, Inc.  
St. Jude Children’s Research Hospital  
St. Tammany Parish Hospital Service District No. 1

The claim forms submitted by CCB on behalf of the clients listed above are all deficient and are all hereby finally rejected. According to the data produced in this litigation, none of these entities purchased Lipitor or its AB-rated bioequivalent generic directly from Pfizer or Ranbaxy during the period June 28, 2011 through May 28, 2012. In addition, none has produced a purchase order, contract, or some other documentation proving that it purchased Lipitor or its AB-rated bioequivalent generic directly from Pfizer or Ranbaxy during the period June 28, 2011 through May 28, 2012. Accordingly, these entities are not members of the Lipitor class of direct purchasers and so not eligible to participate in the settlement.

In addition, the claim forms submitted by CCB on behalf of CCB’s clients are untimely as they were postmarked on June 3, 2024, twelve days after the May 22, 2024 deadline.

CCB’s clients 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/in-re-lipitor-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 Class Counsel, within 14 days of the Claims Administrator’s final rejection notification to the Claimant.”

Best Regards  
RG2 Claims Administration LLC





# **EXHIBIT E**



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

July 19, 2024

Wegmans Food Markets Inc.  
Attn: Megan Hammersmith  
1500 Brooks Ave  
Rochester, NY 14624

Re: Lipitor Antitrust Litigation

Dear Megan:

I write regarding the claim form submitted by Wegmans Food Markets, Inc. (“Wegmans”) in re Lipitor Antitrust Litigation, Case No. 3:12-cv-02389 (D.N.J.).

Wegmans’ claim form is deficient and hereby finally rejected. According to the data produced in this litigation, Wegmans did not purchase Lipitor or its AB-rated bioequivalent generic directly from Pfizer or Ranbaxy during the period June 28, 2011 through May 28, 2012, and Wegmans has produced no data or documentation showing that it did. In addition, as I stated in my June 4, 2024 email, Wegmans has not produced any assignment agreement from a class member allowing Wegmans to recover for purchases of Lipitor or its AB-rated bioequivalent generic directly from Pfizer or Ranbaxy during the period June 28, 2011 through May 28, 2012. The assignment agreement Wegmans submitted with its Claim Form covers purchases made on or after July 1, 2014, which is after the relevant time period under the Plan of Allocation. The Plan of Allocation provides that the Settlement Fund will be allocated based on: (a) purchases of brand Lipitor from Pfizer from June 28, 2011 through May 29, 2014 and (b) purchases of generic Lipitor from Ranbaxy or Watson for the period from November 30, 2011 through May 28, 2012. Accordingly, Wegmans’ assignment does not entitle Wegmans to recover as an assignee under the Plan of Allocation. Accordingly, Wegmans is not a member of the Lipitor class of direct purchasers and not eligible to participate in the settlement.

Wegmans 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/in-re-lipitor-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 Class Counsel, within 14 days of the Claims Administrator’s final rejection notification to the Claimant.”

Best Regards,  
RG2 Claims Administration LLC