

Must be Postmarked
By
September 15, 2009

In re TriCor Indirect Purchaser Antitrust Litigation
C.A. No. 05-360 (SLR)
U.S. District Court for the District of Delaware

For Official Use Only

CONSUMER CLAIM FORM

Yes, I'd Like a Payment from the TriCor® Settlement Fund.

If you wish to submit a claim, complete this form and mail it to the address below, along with one proof of payment for each drug (see Section D below).

You may be asked for more information at a later time.

Please mail your claim to: TriCor Indirect Purchaser Claims Administrator
c/o Rust Consulting Inc.
P.O. Box 24797
West Palm Beach, FL 33416

SECTION A - CLAIMANT IDENTIFICATION

Please indicate whether you are claiming on your own behalf as a Class Member or on behalf of someone else who is a Class Member:

- I am a Class Member
- I am the representative of a Class Member

If you are filing on behalf of a Class Member, please indicate the Class Member's name and your relationship to the Class Member in the space provided below:

Class Member's Name:

Relationship to Class Member:

SECTION B - CONTACT INFORMATION

Class Member's/Authorized Agent's Name:

Street Address:

Apartment:

City:

State:

Zip Code:

Phone Number:



SECTION C – PURCHASE INFORMATION

Please state the amount paid by the Class Member for fenofibrate products from April 9, 2002 to May 8, 2009. Fenofibrate products include TriCor, Lofibra, Antara, Triglide and any available generic versions of these drugs.

\$

Please indicate the products purchased by the Class Member with the amount paid, as stated above.
(You must check at least one box.)

TriCor

other fenofibrate (specify name):

SECTION D – PROOF OF PAYMENT

To support your claim for payment, you must provide one (1) proof of payment.

Proof of payment may be in the form of any of the following:

- Copy of a single receipt evidencing payment of a co-pay or cash payment for fenofibrate products from April 9, 2002 to May 8, 2009;
- Single EOB (explanation of benefits) form from an insurer or other health plan evidencing a co-pay or cash payment for fenofibrate products during the Class Period;
- Single cancelled check or credit card invoice evidencing a co-pay or cash payment for fenofibrate products during the Class Period;
or
- Copy of a prescription for a fenofibrate product and a notarized statement made under pains and penalties of perjury stating that you made a co-pay or cash payment for a fenofibrate product from April 9, 2002 to May 8, 2009 and setting forth your total out-of-pocket payment for fenofibrate products.

If you are having difficulty obtaining appropriate proof of payment, please contact the Tricor Administrator for assistance at 877-567-3014 or www.TriCorSettlement.com.



SECTION E – THE RELEASE PROVIDED IN THE STIPULATION OF SETTLEMENT

13. Releases.

(a) Upon the Settlement's becoming final in accord with paragraph 6 herein, Defendants and, in their capacities as such, their past, present and future parents, subsidiaries, divisions, affiliates, stockholders, owners, officers, directors, insurers, general or limited partners, employees, agents, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the "Released Parties") are and shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages, and liabilities, of any nature whatsoever (collectively "Claims") (whether such Claims arise or are incurred before, during or after the date hereof), including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that Class Plaintiffs or any member or members of the Class who has (have) not timely excluded itself (themselves) from the Class (including any past, present or future officers, directors, insurers, general or limited partners, divisions, stockholders, owners, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, subsidiaries, partners, heirs, executors, administrators, purchasers, predecessors, successors and assigns, acting in their capacity as such), whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, ever had, now has, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity, to the extent that such Claims (i) were asserted or could have been asserted in the Actions or (ii) arise out of or relate to any conduct

(A) alleged in the Actions, or

(B) alleged in any other complaint filed in any current or previous action currently or previously related, consolidated or coordinated, or subject to a previous or pending request for relating, consolidation or coordination with the Actions (the "Related Actions"), including *State of Florida v. Abbott*, C.A. No. 08-155-SLR (D. Del.), or

(C) relating to any alleged change in formulation, withdrawal, substitution or introduction of, or impairment of competition relating to, any fenofibrate pharmaceutical product (including any TriCor® product or any generic equivalent thereof), or

(D) relating to any alleged improper obtaining or enforcement of any patent relating to any fenofibrate pharmaceutical product (including any TriCor® product or any generic equivalent thereof), including the alleged improper bringing, maintaining, defending or otherwise participating in litigation concerning any such patent, provided only that such conduct occurred or allegedly occurred prior to the date hereof -- except as expressly provided for in Paragraph 14 herein (the "Released Claims"). Class Plaintiffs and each member of the Class hereby covenant and agree that each shall not sue or otherwise seek to establish or impose liability against any Released Party based, in whole or in part, on any of the Released Claims.

(b) In addition, each Class member hereby expressly waives and releases, upon the Settlement Agreement becoming final, any and all provisions, rights, or benefits conferred by §1542 of the California Civil Code, which reads:

Section 1542. General Release--Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code. Each Class member 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 13, but each Class member hereby expressly waives and fully, finally and forever settles and releases, upon this Settlement Agreement's becoming final, any known or unknown, suspected or unsuspected, 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. For the avoidance of doubt, each Class member also hereby expressly waives and fully, finally and forever settles and releases any and all Claims it may have against any Released Party under §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 hereby expressly incorporated into the definition of Released Claims.

(c) The Parties recognize that governmental authorities have already and may in the future institute administrative proceedings or legal actions, relating to conduct described in paragraph 13(a)(ii)(A)-(D) against Released Parties in a *parens patriae* function (e.g., on behalf of citizens by the governmental authority) . The Parties recognize the pending litigation styled *State of Florida v. Abbott*, C.A. No. 08-155-SLR (D. Del.) is one such *parens patriae* action. Without limitation on Claims that constitute Released Claims, Class Plaintiffs specifically confirm that they intend to release any and all Claims that Class members have or may have, directly, representatively, derivatively or in any other capacity (including, to the fullest extent that Class Plaintiffs can do so under a court-approved class settlement, *parens patriae* claims that have been or may be asserted on their behalf) that (i) were asserted or could have been asserted in the Actions or (ii) relate to conduct described in paragraph 13(a)(ii)(A)-(D).¹

SECTION F – CLAIMANT SIGNATURE

I declare that the information provided in this claim form is correct and that I have read and agree to the Release quoted above. If not submitting this for myself, I declare that I am authorized to submit this form on behalf of the Class Member identified above.

Signature:

Date:

¹ The Stipulation of Settlement (¶14) provides that: “Released Claims shall not include claims arising in the ordinary course of business between Class members and the Released Parties concerning product liability, breach of warranty, breach of contract (other than breach of contract based in whole or in part on any conduct challenged by any plaintiff in any of the Actions or the Related Actions), personal or bodily injury.”

