

*Must Be
Postmarked
By October 15, 2005*

CONSUMER CLAIM FORM

For Official Use Only

In Re: Terazosin Hydrochloride Antitrust Litigation

To make a claim, complete and mail to the address below, **postmarked by October 15, 2005.**

Note: You may participate in this Settlement ONLY if you purchased Hytrin or its generic equivalent (“Terazosin Products”) at any time from October 15, 1995 through March 7, 2005, other than for resale, in one or more of the following states – Alabama, California, Florida, Illinois, Kansas, Maine, Michigan, Minnesota, Mississippi, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, West Virginia or Wisconsin – or via mail for delivery to one or more of those states.

Section 1 - Everyone must complete this Section. (Please print or type)

1. Hytrin or Terazosin Hydrochloride Purchaser Name:

(Use name in which prescriptions were written)

2. Address: _____

Street Address

City State Zip Code

3. Date of Birth: _____ / _____ / _____

4. Last 4 digits of your Social Security Number: _____

5. Telephone Number: (_____) _____

6. E-Mail Address (optional): _____

7. Did you have a prescription for Terazosin Products filled at any time between October 15, 1995 and March 7, 2005?

Yes No

8. State the dates between October 15, 1995 and March 7, 2005 when you purchased Terazosin Products:

_____ / _____ / _____ _____ / _____ / _____

From To

Section 1 – (continued)

9. Please provide the name (and address and phone number, if possible) of the doctor who prescribed Terazosin Products:

Doctor's Name: _____

Address and Phone Number: _____

10. **Did you have insurance that included prescription drug coverage?** (If your prescription drug coverage changed while on terazosin - for example, you did not always have prescription drug coverage - please explain on the back of this form.)

Yes No

11. **What was the total dollar amount that you paid for Terazosin Products, between October 15, 1995 and March 7, 2005?** (You must **not** include any amounts that **were paid by or reimbursed to you by a third party**, such as a health insurer. Also, if you would have paid the same amount for a generic drug as you paid for Hytrin - for example, your generic and brand drug co-pays were the same - do not include the amount you paid at that time.) **No documentation is required with this claim form, but you may be asked by the Settlement Administrator or the Court to provide some at a later time. Failure to provide such documentation in response to a request may be grounds for rejection of this Claim.**

\$ _____

Section 2 - Complete this Section only if you are filing this form on someone else's behalf. (Please type or print.)

1. Your name: _____

2. Your relationship to the purchaser of Terazosin Products: _____

3. Is the purchaser of Terazosin Products, deceased? (Note: If you are submitting this claim on behalf of a deceased claimant, we may contact you for documentation that shows you can act on behalf of that person's estate.)

Yes No

*EVERYONE must read the Certification Section on page 3
and complete the Signature Section on page 4.*

Section 3 - EVERYONE must read and complete this Signature and Certification Section. (Please type or print.)

FULL AND GENERAL RELEASE

Please read this information. It explains the claims you are releasing as a member of the Settlement classes:

By signing below, I acknowledge that, if the Settlement is finally approved by the Court and becomes effective, members of the Indirect Purchaser Plaintiff (“IPP”) Settlement Classes who have not made valid and timely elections to exclude themselves from the IPP Settlement Classes, whether or not they object to the Settlement Agreement and whether or not they make a claim upon or participate in any Settlement Fund (including both third party payers (“TPPs”) and Consumers, whether IPPs or not), as well as their respective past, present and future directors, officers, insurers, employees, shareholders, agents, attorneys, trustees, associates, general or limited partners, affiliates, divisions, agents, representatives, predecessors, parents, subsidiaries, agencies, departments, institutions, successors and assigns (“Releasers”), will unconditionally, fully and finally release and discharge forever the Defendants and their respective past, present and future directors, officers, employees, agents, attorneys, shareholders, affiliates, divisions, agents, representatives, parents, subsidiaries, general or limited partners, insurers, and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing (“Releasees”) of all claims, demands, debts, obligations, damages, civil penalties, whenever and wherever incurred, liabilities of any nature whatsoever (including costs, expenses, penalties and attorneys’ fees), actions, suits, proceedings, assertions, and causes of action (“**Claims**”), known or unknown, suspected or unsuspected, in law or in equity of any jurisdiction, including but not limited to Claims arising under any federal or state antitrust, unfair methods of competition, or consumer protection laws, under any state or federal deceptive practices acts, or under the common laws (including any theory of unjust enrichment) of any jurisdictions, whether accrued in whole or in part of any kind whatsoever, from the beginning of time through the date this Settlement Agreement is preliminarily approved by the Court, which any Releaser had, has, or may have in the future, directly, representatively, derivatively, or in any other capacity against any Releasee (i) arising out of or concerning the allegations, or the facts and circumstances giving rise to the allegations in the Complaints or in any other complaint filed, consolidated or coordinated in the case called *In re Terazosin Hydrochloride Antitrust Litig.*, Case No. 99-MDL-1317 (Southern District of Florida), or (ii) otherwise relating to any alleged delay in marketing or selling of generic equivalents of Hytrin and/or Terazosin Products, regardless of whether such claim was raised in the Complaints. Released Claims shall not be construed to include: (1) claims arising solely from and asserting damages based solely on an alleged physical injury; or (2) claims that may be asserted by any Releaser relating to the “best price” or “average wholesale price” reporting practices, or to health care or Medicaid fraud or abuse, except to the extent that such claims arise from the facts, matters, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act set forth in the Complaints, or in any other complaint filed in any action that has been consolidated or coordinated with any of the Complaints.

Moreover, if the Settlement is finally approved by the Court and becomes effective, each member of the IPP Settlement Classes that has not made a valid and timely election to exclude itself from the IPP Settlement Classes will also be deemed to have expressly waived, released and forever discharged any and all provisions, rights and benefits that may be available under Section 1542 of the California Civil Code (“**Section 1542**”), which provides: “**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 settlement with the debtor**”; or under 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 (each a “Comparable Law”). Each Releasor may hereafter discover facts other than or different from those which he, she or it knows or believes to be true, but each Releasor hereby expressly waives and fully, finally and forever settles and releases, upon the Effective Date, 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. Each Releasor also hereby expressly waives and fully, finally and forever settles and releases any and all claims it may have against any Released Party under California’s Unfair Competition Law, § 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.

I, declare, under penalty of perjury, that all the information provided in this form is true, correct and complete. I understand that filing a false claim constitutes a federal criminal offense under 18 U.S.C. § 1621 and § 1623.

SIGNATURE

DATE

Type or Print Name

(Note: You must sign and date for your submission to be valid.)

MAIL BY October 15, 2005 TO:

In re Terazosin Hydrochloride Antitrust Litigation
c/o Complete Claim Solutions, Inc.
P.O. Box 24607
West Palm Beach, FL 33416

If you have any questions about how to fill out any of the blanks in this form, please call the Settlement Administrator, toll-free, at 1-877-886-0283 or visit the website www.TerazosinLitigation.com.