

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION**

**IN RE: TERAZOSIN HYDROCHLORIDE  
ANTITRUST LITIGATION**

**Master File No. 99-MDL-1317  
MDL No. 1317**

**PROPOSED SETTLEMENT AND FAIRNESS HEARING**

**TO:** ALL THIRD PARTY PAYERS THAT HAVE AT ANY TIME FROM OCTOBER 15, 1995 THROUGH MARCH 7, 2005 (THE “CLASS PERIOD”) PAID ALL OR PART OF THE PURCHASE PRICE OF HYTRIN<sup>®</sup> OR ITS AB-RATED GENERIC BIOEQUIVALENTS (“TERAZOSIN PRODUCTS”) INCLUDING ALL FORMS OF TERAZOSIN HYDROCHLORIDE, OTHER THAN FOR RESALE, IN 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 RESIDENTS OF SUCH STATES.

**THIS NOTICE EXPLAINS YOUR RIGHTS - PLEASE READ IT CAREFULLY**

**I. PURPOSE OF THIS NOTICE**

The parties to the above-captioned actions pending before the Honorable Patricia A. Seitz of the United States District Court for the Southern District of Florida (the “Court”) have agreed to a Settlement, described in more detail in Section IV. The Settlement is subject to approval by the Court. The purpose of this Notice is to inform Third Party Payer (“TPP”) Members of the Indirect Purchaser Plaintiff (“IPP”) Settlement Classes (described below) of their rights. The provisions in this Notice are qualified and subject in their entirety to the terms of the Settlement Agreement, copies of which are available for review in the manner provided in Section IX. Capitalized terms used, but not defined herein, have the meanings given to them in the Settlement Agreement.

**II. THE SETTLEMENT CLASSES**

The “IPP Settlement Classes” consist of all Consumers and TPPs who purchased and/or paid all or part of the purchase price of Terazosin Products 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, and Wisconsin** – or via mail for delivery in one or more of those states, at any time during the period October 15, 1995 through March 7, 2005 (the “Class Period”). Excluded from the IPP Settlement Classes are the Defendants, their officers and directors, their direct and indirect parent and subsidiary corporations and their officers and directors; government entities; entities that purchased Terazosin Products for resale, to the extent of such purchases for resale; direct purchasers of Terazosin Products from Defendants, to the extent of such direct purchases; and indirect purchasers who suffered no economic injury as a result of Defendants’ allegedly unlawful conduct.

“Third Party Payer” or “TPP” for these purposes means any entity that was (a) a party to a contract, issuer of a policy or sponsor of a plan, and was also (b) at risk, pursuant to such contract, policy or plan, to pay or reimburse all or part of the cost of Terazosin Products dispensed to natural persons covered by such contract, policy, or plan. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a third party claims administrator to administer their prescription drug benefits may qualify as TPPs. If such an entity’s contract with its claims administrator does not shift the financial risk for the purchase of Terazosin Products from the entity to its claims administrator or otherwise assign the entity’s rights in any recovery under this Settlement to its claims administrator, the entity with the self-funded plan (rather than the claims administrator) will be a TPP for purposes of this Settlement. Entities with self-funded plans should also be aware that any agreements that they may have with

third party claims administrators may affect their ability to, or the terms under which such entities may, assert any claim against the Third Party Payer Settlement Fund, as well as the amount of any recovery to which such entity may be entitled. Entities with self-funded plans that maintain such contractual arrangements with third party claims administrators should review the terms of their administrative services agreements before making any claim against the Third Party Payer Settlement Fund to determine whether the entity or its third party claims administrator possesses the claim and/or has the right or obligation to assert the claim or the right to any or all proceeds that may be paid on the claim.

“Consumer” is any natural person who purchased and/or paid all or part of the purchase price of Terazosin Products during the Class Period.

“Plaintiff States” are the States of Colorado, Florida and Kansas.

### **III. BACKGROUND TO THIS LITIGATION**

**The Indirect Purchaser Plaintiffs’ Complaints.** Between 1999 and 2001, a number of Consumer Plaintiffs (including Martin Bernstein, Lavera Grosskrueger, David Grund, William Mednick, Albert J. Meyer, Willie O’Neal, and Victor Scafani) and TPP Plaintiffs (including Cobalt Corporation (formerly known as United Wisconsin Services, Inc. and now known as Crossroads Acquisition Corporation), Blue Cross and Blue Shield of Alabama, and Blue Cross and Blue Shield of Michigan), (collectively, the “Indirect Purchaser Plaintiffs” or “IPPs”), filed class action lawsuits against Abbott Laboratories (“Abbott”), and Geneva Pharmaceuticals, Inc. (“Geneva”) (now known as Sandoz Inc.), (collectively “Defendants”), contending that between October 15, 1995 and August 1999, Defendants allegedly violated antitrust and consumer protection laws through conduct relating to the sale of Terazosin Products. The plaintiffs sought declaratory judgments, restitution for unjust enrichment, damages, and other equitable relief. Each of these cases is currently pending before the Honorable Patricia A. Seitz of the United States District Court for the Southern District of Florida, before whom the Judicial Panel on Multidistrict Litigation coordinated these actions in MDL No. 1317 on December 20, 1999. *In re Terazosin Hydrochloride Antitrust Litigation*, 2000 WL 33951466 (J.P.M.L. Dec. 20, 1999). In 2002, the IPPs filed their Fourth Amended Coordinated Class Action Complaints (the “IPP Complaints”).

**The Plaintiff States’ Complaint.** On September 27, 2001, the Plaintiff States filed a complaint against Defendants in the United States District Court for the Southern District of Florida on their own behalf, on behalf of certain state agencies, and through their statutory, equitable or common law authority or as representative of or *parens patriae* on behalf of natural person citizens of Florida and Kansas, contending that Defendants allegedly violated antitrust and consumer protection laws through conduct relating to the sale of Terazosin Products and seeking injunctive relief, civil penalties, damages, disgorgement, restitution and other equitable relief.

**Class Certification.** On September 4, 2001, the IPPs moved to certify various state classes of Consumers and Third Party Payers. On April 8, 2004, the Court entered an order (“Class Certification Order”) certifying the following state-wide classes of indirect purchasers in Alabama, California, Florida, Illinois, Kansas, Maine, Michigan, Minnesota, Mississippi, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, West Virginia, and Wisconsin:

All persons and entities who or which have at any time from October 15, 1995 to June 30, 2002, paid all or part of the purchase price of Terazosin Products other than for resale, in the seventeen (17) states listed above or via mail for delivery to those same seventeen (17) states. Excluded from the state-wide classes were the Defendants, their officers and directors, their direct and indirect parent and subsidiary corporations and their officers and directors; government entities; entities that purchased Terazosin Products for resale, to the extent of such purchases for resale; direct purchasers of Terazosin Products from Defendants, to the extent of such direct purchases; and indirect purchasers who suffered no economic injury as a result of Defendants’ allegedly unlawful conduct.

*In re Terazosin Hydrochloride Antitrust Litigation*, 220 F.R.D. 672 (S.D. Fla. 2004). On April 22, 2004, Defendants petitioned the United States Court of Appeals for the Eleventh Circuit for leave to appeal this decision pursuant to Fed. R. Civ. P. 23(f) and on June 4, 2004, the Eleventh Circuit granted the petition. As of November 30, 2004, the briefs of the parties to the appeal were fully submitted. As of the date of this Notice, the Eleventh Circuit has not ruled on Defendants’ appeal. The Court has, in addition to the previously certified seventeen (17) states, certified a

Tennessee IPP Settlement Class in light of this Settlement (collectively, the 18 state classes are the “IPP Classes”), and extended the end date of the Class Period to March 7, 2005.

**Summary Judgment.** On April 26, 2004, IPP Plaintiffs and Defendants filed various Motions for Summary Judgment. On August 3, 2004, the Court heard oral argument on those motions. On August 31, 2004, the Court granted Defendants’ motion and denied Plaintiffs’ motions related to Plaintiffs’ monopolization claims against Abbott under state laws analogous to Section Two of the Sherman Act. The effect of those rulings was to significantly limit the scope of damages Plaintiffs could recover at trial for those claims. On January 5, 2005, the Court granted Plaintiffs’ motion and denied Defendants’ motions related to Plaintiffs’ claims that Defendants had violated certain state laws analogous to Section One of the Sherman Act by entering into an agreement related to patent litigation between the Defendants. However, Plaintiffs would have still been required to prove at trial that Defendants’ agreement actually caused Plaintiffs damages. On February 9, 2005, Defendants filed a Petition for Writ of Mandamus with the United States Circuit Court of Appeals for the Eleventh Circuit. As of the date of this Notice, the Eleventh Circuit has not ruled on Defendants’ petition.

**Coordinated Discovery.** Since 1999, the IPPs and Plaintiff States have cooperated in and coordinated their joint prosecution of claims for the benefit of the Consumers and Third Party Payers they respectively represent. They have conducted extensive economic and factual investigation relating to the claims, underlying events, and transactions alleged in the IPP Complaints and the Plaintiff States’ Complaint, (collectively, the “Complaints”), including review of in excess of a million pages of documents, the taking of more than fifty (50) depositions of defense and non-party witnesses, production of data by Plaintiffs, the giving of deposition testimony by various Plaintiffs, the consultation with expert witnesses and the taking of expert discovery, and extensive legal research on the applicable statutes and case law of the fifty (50) states and the District of Columbia.

**Trial.** On August 24, 2004, the Court ordered that the trial of all plaintiffs in MDL No. 1317 would proceed against the Defendants beginning April 11, 2005. On February 4, 2005, the Court ordered that, while the trial of other plaintiffs would proceed on April 11, 2005, trial of the IPPs and Plaintiff States would be postponed until the Eleventh Circuit ruled on Defendants’ appeal from the Class Certification Order. On February 25, 2005, the Court continued the trial of other plaintiffs’ claims in light of provisional settlements of those claims.

#### **IV. SETTLEMENT OF THESE CASES**

In April 2004, the Court ordered that the parties to this litigation explore settlement through mediation with Professor Eric Green, an experienced and prominent mediator (the “Mediator”), while continuing with the litigation. With the help of Professor Green, the parties agreed to this Settlement, subject to approval of the Court and the terms and conditions of the Settlement Agreement and related documents. Throughout this process, arm’s-length negotiations occurred among counsel for IPP Plaintiffs, the Plaintiff States and counsel for Third Party Payers to determine how the Net Settlement Fund would be allocated among Consumers and Third Party Payers.

Defendants deny each and every one of Plaintiffs’ allegations of unlawful and inequitable conduct and Plaintiffs’ entitlement to damages, restitution or any other legal or equitable relief in connection with Plaintiffs’ claims and have asserted a number of defenses to Plaintiffs’ claims which Defendants believe to be meritorious. While Defendants have agreed to settle the matter on the terms described herein, Defendants are prepared to litigate each of these matters vigorously if the Settlement is not approved. Defendants do not admit any wrongdoing by entering into this Settlement. If the Settlement is not finally approved by the Court, the Parties will resume litigating each of these cases, including the certification of the IPP classes, and there will be no assurance that any plaintiff or any member of the IPP classes can obtain a recovery.

The following description summarizes key terms of the Settlement. The Settlement Agreement is on file with the Court and can be reviewed as more fully described in Section IX.

The Settlement Agreement provides:

**a. Settlement Funds.** Defendants will collectively pay the sum of \$30,700,000 as part of this Settlement. This amount, together with any interest earned thereon, constitutes the “Aggregate Settlement Fund.” The Aggregate Settlement Fund, less Court-approved amounts paid for: (1) a State Settlement Fund, (2) attorneys’ fees and expenses incurred during the litigation, and (3) certain escrow agent fees associated with the Aggregate Settlement Fund (the “Net Settlement Fund”), will be allocated to separate settlement funds for Consumers and Third Party Payers for: (1) distribution to the members of the IPP Settlement Classes who or which file timely and valid Proofs

of Claim, on the forms accompanying this Notice, containing the information requested therein, in accordance with the terms described below, (2) the costs of providing notice to the IPP Settlement Classes and administration of the Settlement, and (3) payment of incentive awards to Plaintiffs.

The Net Settlement Fund will be allocated as follows:

**(1) The State Settlement Fund.** The Attorney General of the State of Florida, as State Liaison Counsel, along with the Attorneys General of the States of Kansas and Colorado, have been involved in the investigation and litigation of this case for nearly five years. The State Settlement Fund is created to settle the claims of certain governmental entities and Attorney General-specific remedies, and state costs and fees. The State Settlement Fund totals \$2,000,000, plus interest earned on that amount, to be paid from the Aggregate Settlement Fund. The Plaintiff States have worked for the benefit of agencies and consumers in this case. For these efforts, and subject to Court approval, the Plaintiff States, and primarily the State of Florida, as State Liaison Counsel, will ask to be reimbursed up to \$1,625,000 from the State Settlement Fund for their fees and costs.

**(2) IPP Attorneys' Fees and Expenses.** IPPs' Co-Lead Counsel will apply for an award of attorneys' fees not exceeding thirty percent (30%) of the Aggregate Settlement Fund less the State Settlement Fund. Such fees would be distributed among the law firms that have litigated cases on behalf of IPPs in MDL 1317 since 1999. In addition, IPPs' Co-Lead Counsel will apply for reimbursement of the accountable out-of-pocket expenses they have incurred in the prosecution of these cases since 1999, including expert witness fees and their respective shares of the fees of the Mediator. The application for accountable expenses will be for an aggregate amount not to exceed \$2,000,000.

**(3) Notice Costs.** The costs of providing notice to the Consumer members of the IPP Settlement Classes will be paid from the Consumer Settlement Fund (described below). The costs of providing notice to the TPP members of the IPP Settlement Classes will be paid from the TPP Settlement Fund (described below).

**(4) Incentive Awards.** Certain named plaintiffs spent a significant amount of unreimbursed time and expenses litigating these cases for the benefit of the absent members of the IPP Settlement Classes. IPPs will seek awards of incentive fee payments to such plaintiffs in an amount not to exceed \$120,000 for TPP Plaintiffs and \$30,000 for Consumer Plaintiffs. Incentive awards for Consumer Plaintiffs will be paid from the Consumer Settlement Fund, and incentive awards for TPP Plaintiffs will be paid from the TPP Settlement Fund.

**b. The Consumer Settlement Fund.** Twenty-five percent (25%) of the Net Settlement Fund, the "Consumer Settlement Fund," shall be set aside to pay notice and administration costs of the Consumer Settlement Fund and incentive payments awarded to Consumer Plaintiffs, if any, with the balance of the Consumer Settlement Fund to be paid to satisfy the claims of Consumer members of the IPP Settlement Classes who file timely and valid Proofs of Claim. Payments to Consumer members of the IPP Settlement Classes will be based on the total amount of Terazosin Product purchases made in the 18 settlement class states submitted in timely and valid Consumer Proofs of Claim. If the total amount of Terazosin Product purchases made in the 18 settlement class states claimed by Consumers exceeds the amount available for distribution to Consumer members of the IPP Settlement Classes, said members will receive their *pro rata* share of the Consumer Settlement Fund. If, after payment of (a) Court-approved costs of notice and administration, (b) any incentive payments awarded to Consumer Plaintiffs, and (c) 100% of valid and timely filed claims, monies remain in the Consumer Settlement Fund, any such remaining amount shall be paid to the TPP Settlement Fund, to the extent 100% of valid and timely filed claims by TPP members of the IPP Settlement Classes remain unpaid.

**c. The Third Party Payer Settlement Fund.** Seventy-five percent (75%) of the Net Settlement Fund, the "Third Party Payer Settlement Fund," shall be set aside to pay notice and administration costs of the Third Party Payer Settlement Fund and incentive payments awarded to TPP Plaintiffs, if any, with the balance of the Third Party Payer Settlement Fund to be paid to satisfy the claims of TPP members of the IPP Settlement Classes who file timely and valid Proofs of Claim. Payments to TPP members of the IPP Settlement Classes will be based on the total amount of Terazosin Product purchases made in the 18 class states submitted in timely and valid TPP Proofs of Claim. If the total amount of Terazosin Product purchases made in the 18 class states claimed by TPPs exceeds the amount available for distribution to TPP members of the IPP Settlement Classes, said members will receive their *pro rata* share of the TPP Settlement Fund. If, after payment of (a) Court-approved costs of notice and administration, (b) any incentive payments awarded to TPP Plaintiffs, and (c) 100% of valid and timely filed claims, monies remain in the TPP Settlement Fund, any such remaining amount shall be paid to the Consumer Settlement Fund, to the extent 100% of valid and timely filed claims by Consumer members of the IPP Settlement Classes remain unpaid.

**d. Distribution of Amounts Not Claimed.** If, after payment of all (a) Court-approved costs of notice and administration for the Consumer Settlement Fund and the TPP Settlement Fund, (b) any incentive payments awarded to Consumer Plaintiffs and TPP Plaintiffs, and (c) 100% of valid and timely filed claims of Consumers and TPPs, monies remain in either the Consumer Settlement Fund or the TPP Settlement Fund, the remaining amounts in either or both Settlement Funds shall be distributed as ordered by the Court.

**e. Settlement Termination Contingency.** Under certain circumstances relating, among other things, to Consumer and TPP class members who or which timely and validly exclude themselves from the IPP Settlement Classes, Defendants may terminate the Settlement, in which case the litigation will continue.

**f. Release and Discharge of Claims.** If the Settlement is finally approved by the Court and becomes effective, members of the IPP Settlement Classes who have not made valid and timely elections to exclude themselves from the IPP Settlement Classes, as well as their respective past, present and future directors, officers, employees, shareholders, attorneys, heirs, executors, administrators, 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, shareholders, affiliates, divisions, agents, representatives, attorneys, heirs, executors, administrators, predecessors, parents, subsidiaries, general or limited partners, successors and assigns (“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 the 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 that were or could have been asserted by any Releaser (1) arising out of or concerning the allegations, or the facts and circumstances giving rise to the allegations in the Complaints or in any action consolidated as part of MDL No. 1317, or (2) otherwise relating to any alleged delay in marketing or selling of generic equivalents of 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 that do not 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, such as claims relating to the “best price” or “average wholesale price” reporting practices or to health care or Medicaid fraud or abuse.

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 Releaser may hereafter discover facts other than or different from those which he, she or it knows or believes to be true, but each Releaser 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 Releaser 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.

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 shall look

solely to the Consumer Settlement Fund or the Third Party Payer Settlement Fund, as appropriate, for settlement with and satisfaction of all claims that are released under the Settlement Agreement. Except as provided by order of the Court, no such member of the IPP Settlement Classes shall have any interest in either the Consumer Settlement Fund or the Third Party Payer Settlement Fund or any portion thereof.

## **V. COUNSEL FOR IPP SETTLEMENT CLASSES AND PLAINTIFF STATES**

IPPs' Co-Lead Counsel, who prosecuted these actions and negotiated the Settlement Agreement with the Defendants on behalf of the members of the IPP Settlement Classes, are:

Stephen Lowey, Esq.  
Richard W. Cohen, Esq.  
Geoffrey M. Horn, Esq.  
Lowey Dannenberg Bemporad  
& Selinger, P.C.  
The Gateway, 11<sup>th</sup> Floor  
One North Lexington Ave.  
White Plains, NY 10601  
(914) 997-0500

Kimberly West, Esq.  
Wallace Jordan Ratliff &  
Brandt, LLC  
800 Shades Creek Parkway  
Suite 400  
Birmingham, AL 35209  
(205) 870-0555

Michael Hausfeld, Esq.  
Daniel Small, Esq.  
1100 New York Ave. N.W.  
West Tower, Suite 500  
Washington, DC 20005  
(202) 408-4600

State Liaison Counsel, who prosecuted these actions and negotiated the Settlement Agreement with the Defendants on behalf of the Plaintiff States, is:

Patricia Conners, Esq.  
Office of the Attorney General  
State of Florida  
PL-01, The Capitol  
Tallahassee, FL 32399-1050

## **VI. THE SETTLEMENT HEARING**

The Court has scheduled a hearing to be held at **10:00 a.m.** on **June 28, 2005**, at the United States Courthouse, Courtroom 5, 301 North Miami Avenue, 5<sup>th</sup> Floor, Miami, Florida 33128, to consider whether to approve the terms of the Settlement, the Consumer Distribution Plan and the Third Party Payer Distribution Plan, and the applications for fees and costs and for incentive awards. Although you may attend this hearing in person or through your own attorney, you are not required to do so. If you wish to comment in support of, or in opposition to, the Settlement, you may do so, but you must mail your comments or objections in writing, ***on or before April 11, 2005***, giving your name and current address. If you wish to be heard at the hearing in person or through your own attorney, you or your attorney must mail a written notice of appearance ***on or before April 11, 2005***. Any objections or notices of appearance must be mailed to: (1) the Settlement Administrator at: In re Terazosin Hydrochloride Antitrust Litigation, c/o Complete Claim Solutions, Inc., P.O. Box 24607, West Palm Beach, FL 33416; (2) IPPs' Co-Lead Counsel listed in Section V above; and (3) Defendants at both addresses below:

Jeffrey I. Weinberger, Esq.  
Stuart N. Senator, Esq.  
Munger, Tolles & Olson, LLP  
355 South Grand Avenue, 35<sup>th</sup> Floor  
Los Angeles, CA 90071

*Counsel for Defendant Abbott Laboratories*

Wayne A. Cross, Esq.  
Paul Olszowka, Esq.  
White & Case  
1155 Avenue of the Americas  
New York, NY 10036  
*Counsel for Defendant Geneva  
Pharmaceuticals, Inc. (Sandoz Inc.)*

## **VII. PROOFS OF CLAIM**

In order to share in the proceeds of the Settlement and to receive a portion of the Net Settlement Fund, Third Party Payer members of the IPP Settlement Classes are required to complete (providing all requested information) and certify a Proof of Claim on the form accompanying this Notice, and mail it via first-class mail to the following address, *postmarked no later than July 15, 2005*:

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

## **VIII. YOUR RIGHT TO BE EXCLUDED FROM THE SETTLEMENT**

**a.** Any Third Party Payer member of the IPP Settlement Classes that wishes to be excluded from the Settlement for any reason is entitled to do so. The accompanying Third Party Payer Notice of Exclusion Form is provided for this purpose. **In order to be considered timely, it must be *received on or before April 11, 2005*, and mailed by first-class mail to:**

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

**Any member of the IPP Settlement Classes that elects to be excluded from the Settlement will not be entitled to participate in distributions from the Net Settlement Fund or in the Settlement generally, but will retain such rights, if any, it may have to prosecute separate litigation against Defendants at its own expense.**

**b.** Because of the settlement termination contingencies described in Section IV above, any member of the IPP Settlement Classes that elects to be excluded from the Settlement (an "Opt Out") will be requested to provide information concerning purchases of Terazosin Products. Failure to do so, or failure to provide information sufficient for the parties to determine what effect, if any, the Opt-Out's exclusion has on the termination contingencies may subject the Opt-Out to discovery via subpoena or other legal process.

## **IX. ADDITIONAL INFORMATION**

If you desire additional information, you may write any of the IPPs' Co-Lead Counsel listed above in Section V, telephone the Settlement Administrator at (877) 886-0283, or visit the website [www.TerazosinLitigation.com](http://www.TerazosinLitigation.com). You may also review the Settlement Agreement and the Third Party Payer Distribution Plan during normal business hours at the office of the Clerk of Court, United States District Court for the Southern District of Florida, 301 North Miami Avenue, Room 150, Miami, Florida 33128.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE,  
OR COUNSEL FOR DEFENDANTS FOR ADDITIONAL INFORMATION.**

Dated: March 7, 2005

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

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

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**IMPORTANT COURT DOCUMENTS**

**Attention – President/CEO, Fund Administrator or Legal Department**

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION

**IN RE: TERAZOSIN HYDROCHLORIDE  
ANTITRUST LITIGATION**

**Master File No. 99-MDL-1317  
MDL No. 1317**

**THIRD PARTY PAYER PROOF OF CLAIM FORM INSTRUCTIONS**

**IMPORTANT NOTICE:** IN ORDER FOR THE THIRD PARTY PAYER (“TPP”) CLASS MEMBER TO RECEIVE ITS SHARE OF THE TPP SETTLEMENT FUND, PURSUANT TO THE ALLOCATION AND DISTRIBUTION PLAN DESCRIBED IN THE NOTICE, A COMPLETED, SIGNED, AND CERTIFIED PROOF OF CLAIM MUST BE RECEIVED BY THE SETTLEMENT ADMINISTRATOR, AT THE ADDRESS LISTED BELOW:

*In re Terazosin Hydrochloride Antitrust Litigation  
c/o Complete Claim Solutions, Inc.  
P.O. Box 24607  
West Palm Beach, FL 33416  
1-877-886-0283*

**IF YOUR COMPLETED, SIGNED CLAIM FORM IS NOT MAILED BY FIRST-CLASS MAIL, POSTAGE PREPAID, AND POSTMARKED BY JULY 15, 2005, YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE SETTLEMENT DISTRIBUTION.**

THE COMPLETED CLAIM FORM AND THE INFORMATION CONTAINED HEREIN WILL BE TREATED AS CONFIDENTIAL BY ORDER OF THE COURT AND WILL BE USED SOLELY FOR PURPOSES OF ADMINISTERING THIS SETTLEMENT.

A Class Member must be a “Third Party Payer” or “TPP,” which, for these purposes, means an entity that is (1) a party to a contract, issuer of a policy or sponsor of a plan, and is also (2) at risk, pursuant to such contract, policy or plan, to provide prescription drug benefits, or to pay or reimburse all or part of the cost of Terazosin Products dispensed to natural persons covered by such contract, policy or plan. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a third party claims administrator to administer their prescription drug benefits may qualify as TPPs. If such an entity’s contract with its claims administrator does not shift the financial risk for the purchase of Terazosin Products from the entity to its claims administrator or otherwise assign the entity’s rights in any recovery under this Settlement to its claims administrator, the entity with the self-funded plan (rather than the claims administrator) will be a TPP for purposes of this Settlement. Entities with self-funded plans should also be aware that any agreements that they may have with third party claims administrators may affect their ability to, or the terms under which such entities may, assert any claim against the TPP Settlement Fund, as well as the amount of any recovery to which such entity may be entitled. Entities with self-funded plans that maintain such contractual arrangements with third party claims administrators should review the terms of their administrative services agreements before making any claim against the TPP Settlement Fund to determine whether the entity or its third party claims administrator possesses the claim and/or has the right or obligation to assert the claim or the right to any or all proceeds that may be paid on the claim.

This Proof of Claim may be completed, signed and certified by the Class Member itself, or by its duly authorized agent. IF A CLASS MEMBER SUBMITS A PROOF OF CLAIM ON ITS OWN BEHALF, NO OTHER PROOF OF CLAIM WILL BE PERMITTED ON BEHALF OF THAT CLASS MEMBER. IN THE EVENT THAT PROOFS OF CLAIM ARE FILED BY BOTH A CLASS MEMBER AND ANOTHER ENTITY THAT PURPORTS TO BE THE AUTHORIZED AGENT OF THAT CLASS MEMBER, ONLY THE CLASS MEMBER’S PROOF OF CLAIM WILL BE CONSIDERED BY THE SETTLEMENT ADMINISTRATOR. **THE SETTLEMENT ADMINISTRATOR IS AUTHORIZED TO REQUEST FROM PERSONS OR ENTITIES SUBMITTING PROOFS OF CLAIM, ANY DOCUMENTATION NECESSARY TO VERIFY ALL INFORMATION APPEARING IN THE PROOF OF CLAIM OR TO PREVENT CONSIDERATION OF DUPLICATE CLAIMS SUBMITTED BY OR ON BEHALF OF A CLASS MEMBER. FAILURE TO PROVIDE SUCH INFORMATION IN RESPONSE TO SUCH REQUEST MAY CONSTITUTE GROUNDS FOR REJECTION OF THE PROOF OF CLAIM.**

If one or more Class Members has authorized you to submit a Proof of Claim on its or their behalf, you must provide the information requested in Section C in addition to the information requested by this Proof of Claim. You may submit a separate Proof of Claim for each Class Member that has duly authorized you to do so, OR you may submit one aggregate Proof of Claim for all such Class Members that have authorized you to do so. If you are submitting Proofs of Claim, both on your own behalf as a Class Member AND on behalf of one or more Class Members that has authorized you to submit a Proof of Claim, you should submit one Proof of Claim for yourself and another Proof of Claim for the other Class Member(s). **Do not submit a Proof of Claim on behalf of any Class Member without specific prior authorization from that Class Member.**

If after reviewing this Proof of Claim you need additional assistance, you may contact the Settlement Administrator at the toll-free number listed above.

*Must Be  
Postmarked  
By July 15, 2005*

**THIRD PARTY PAYER PROOF OF CLAIM FORM**

In re: Terazosin Hydrochloride Antitrust Litigation

**SECTION A - Type of Claimant:** Please indicate whether you are claiming on your own behalf as a Class Member or as the authorized agent of one or more Class Members by placing an "X" in the appropriate space below. Only one space should be marked. **If you wish to make a claim as a Class Member AND ALSO as the authorized agent of other Class Members, please complete one Proof of Claim for your claim as a Class Member and another Proof of Claim for those Class Members for whom you are authorized to submit a claim.**

This Proof of Claim is being filed by: (select one)

- A.  The Class Member, itself.
- B. The duly authorized agent of the Class Member(s) identified in Section C of this Proof of Claim, which agent's relationship with the Class Member(s) is best described, as follows:
  - Third Party Administrator (other than a Pharmacy Benefits Manager)
  - Pharmacy Benefits Manager
  - Other. Explain: \_\_\_\_\_

If you marked "A," complete Sections B, D and E of this Proof of Claim, but skip Section C.

If you marked "B," complete Sections C, D and E of this Proof of Claim, but skip Section B.

**SECTION B - Claim by Class Member:** You should complete this Section B if you are making a claim on your own behalf as a Class Member. If you are making a claim as the authorized agent of one or more Class Members, you should skip this section and proceed to Section C.

\_\_\_\_\_  
*Class Member's Name*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*Floor/Suite*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip Code*

\_\_\_\_\_  
*Area Code - Telephone No.*

\_\_\_\_\_  
*Area Code - Fax No.*

\_\_\_\_\_  
*FEIN*

Any other names by which you have been known or other FEINs you have used to pay prescription drug benefits from January 1, 1998 - December 31, 2004:

Check the term below that best describes your company/entity:

- Health Insurance Company/HMO
- Self-Insured Employer Health Benefit Plan
- Self-Insured Union Health & Welfare Fund
- Other. Describe: \_\_\_\_\_

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**THIRD PARTY PAYER PROOF OF CLAIM FORM**  
In re: Terazosin Hydrochloride Antitrust Litigation

**SECTION B - Claim by Class Member: (continued)**

If another entity, such as a Third Party Administrator or Pharmacy Benefits Manager, made payments or reimbursements on your behalf for Terazosin Products during the period from January 1, 1998 - December 31, 2004, provide the following information for each of those entities:

\_\_\_\_\_  
*Name of Entity Making Payments for Terazosin Products on Your Behalf*

\_\_\_\_\_  
*Street Address* *Floor/Suite*

\_\_\_\_\_  
*City* *State* *Zip Code*

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ FEIN  
*Area Code - Telephone No.* *Area Code - Fax No.*

**SECTION C - Claim by Authorized Agent of Class Member(s):** You should complete this Section C if you are submitting this Proof of Claim as the duly authorized agent of one or more Class Members.

\_\_\_\_\_  
*Authorized Agent's Name*

\_\_\_\_\_  
*Street Address* *Floor/Suite*

\_\_\_\_\_  
*City* *State* *Zip Code*

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ FEIN  
*Area Code - Telephone No.* *Area Code - Fax No.*

Please identify every Class Member for whom you have been duly authorized to submit this Proof of Claim (attach additional sheets to this Proof of Claim as necessary). (In the alternative, you may submit such identification information in an acceptable electronic format. Please contact the Settlement Administrator to determine what formats are acceptable.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION D - Information Necessary to Calculate Class Member(s)' Claim:**

Amounts paid or reimbursed for prescriptions of Hytrin and its AB-rated equivalents filled during the period January 1, 1998 through December 31, 2004, in 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, and Wisconsin:

§ \_\_\_\_\_

*Claimant certifies that the figure submitted is true and accurate and based upon actual records maintained by or otherwise available to the Claimant.*

**SECTION E - Jurisdiction of the Court and Certification:** By signing below, I hereby swear or affirm, on my own behalf and/or on behalf of the "Authorized Agent," that: (1) I have been given authority to submit this Proof of Claim either (a) by the Class Member on its behalf; or (b) if this Proof of Claim is submitted by an "Authorized Agent," by the Authorized Agent on its behalf, and such Authorized Agent, in turn, has been given the authority to submit this Proof of Claim by each Class Member identified in this Proof of Claim and in any attachments to this Proof of Claim, and to receive on behalf of each such Class Member any and all amounts that may be allocated from the TPP Settlement Fund to such Class Member; (2) the information contained in this Proof of Claim and any attachments hereto is true and accurate, based on records maintained by or otherwise available to me; (3) I, the Authorized Agent (if any), and each Class Member on whose behalf this Proof of Claim is submitted, hereby submits to the jurisdiction of the United States District Court for the Southern District of Florida (the "Court") for all purposes associated with this Proof of Claim, including resolution of disputes relating to this Proof of Claim; (4) in the event that amounts from the TPP Settlement Fund are distributed to the Authorized Agent of a Class Member, and the Class Member later claims that the Authorized Agent did not have the authority to claim and receive such amounts on its behalf, the Authorized Agent, I and/or my employer will hold the Class, counsel for the Class, and the Settlement Administrator harmless with respect to any claims made by said Class Member. I acknowledge that any false information or representations contained herein may subject the Authorized Agent and me to sanctions, including the possibility of criminal prosecution. I hereby agree, on behalf of myself and the Authorized Agent, to supplement this Proof of Claim by furnishing documentary backup for the information provided herein, upon request of the Settlement Administrator.

**SECTION F - ACKNOWLEDGMENT OF RELEASE OF CLAIMS:** By signing below, I acknowledge that, if the Settlement is finally approved by the Court and becomes effective, members of the 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 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

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By July 15, 2005**

**THIRD PARTY PAYER PROOF OF CLAIM FORM**

In re: Terazosin Hydrochloride Antitrust Litigation

For Official Use Only

**SECTION F - ACKNOWLEDGMENT OF RELEASE OF CLAIMS: (continued)**

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 Releasor had, has, or may have in the future, directly, representatively, derivatively, or in any other capacity against any Releasee (1) 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 MDL No. 1317, or (2) otherwise relating to any alleged delay in marketing or selling of generic equivalents of 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 Releasor 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.

Name: \_\_\_\_\_  
[Print or Type]

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***The following information is to be provided by the Individual that signs and certifies this Proof of Claim:***

I am filing this Proof of Claim as the authorized employee of the following Class Member or Authorized Agent for Class Member:

\_\_\_\_\_  
*Name of Individual's Employer*

\_\_\_\_\_  
*Business Address*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip Code*

(\_\_\_\_\_) \_\_\_\_\_  
*Area Code - Telephone No.*

(\_\_\_\_\_) \_\_\_\_\_  
*Area Code - Fax No.*

*E-mail Address:* \_\_\_\_\_

***NOTARIZATION OF CLAIMANT'S SIGNATURE:***

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority, a notary public in and for said County and State, personally appeared \_\_\_\_\_, who being known to me and being by me first duly sworn, deposed and testified as set forth above.

Sworn to and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
*Notary Public*

*My commission expires:* \_\_\_\_\_

***Proof of Claim must be postmarked no later than July 15, 2005 and mailed to:  
In re Terazosin Hydrochloride Antitrust Litigation  
c/o Complete Claim Solutions, Inc.  
P.O. Box 24607  
West Palm Beach, FL 33416***

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION

IN RE: TERAZOSIN HYDROCHLORIDE  
ANTITRUST LITIGATION

Master File No. 99-MDL-1317  
MDL No. 1317

***THIRD PARTY PAYER REQUEST FOR EXCLUSION***

*Third Party Payers that wish to be excluded from the IPP Settlement Classes must complete the following form and send it by first-class mail in time to be **received on or before April 11, 2005** at the following address:*

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

**A SEPARATE NOTICE OF EXCLUSION MUST BE FILED BY EACH CLASS MEMBER ELECTING TO BE EXCLUDED FROM THE CLASSES.** If a Notice of Exclusion is filed on behalf of a Third Party Payer member of the IPP Classes by anyone other than a duly authorized officer, director, partner or employee of a Third Party Payer member of the IPP Classes, the Notice of Exclusion must be accompanied by written evidence, in addition to the Certification below, of such person's authority to request exclusion on behalf of that Class Member.

In order to elect to be excluded from the IPP Classes, you must provide the following information and complete the Certification:

1. Name of TPP Class Member<sup>1</sup>: \_\_\_\_\_

2. TPP Class Member's Address: \_\_\_\_\_

3. TPP Class Member Tax Identification Number ("FEIN")<sup>2</sup>: \_\_\_\_\_

**Certification**

**The undersigned individual represents that he/she has the authority to sign and submit this Notice of Exclusion on behalf of the above-named Class Member. If the undersigned individual is not a duly authorized officer, director, or employee of the above-named Class Member (if a corporation), or a general partner or duly authorized employee of the above-named Class Member (if a partnership), he/she must attach written evidence of the Class Member's grant of authority to him/her to execute this Notice of Exclusion on its behalf.**

<sup>1</sup> Please include all names by which Class Member has been known.

<sup>2</sup> Please include all FEINs assigned to Class Member.

The undersigned also certifies that he/she has not received any advice from the parties to this litigation concerning his/her or the Class Member's fiduciary obligations under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1100, *et seq.*, or other laws governing their obligations to any Class Member. The undersigned understands that by submitting this Notice of Exclusion, the Class Member identified above will not be bound by any further ruling of the Court and will not share in the Settlement. By affixing my signature below, I certify under penalty of perjury that the foregoing is true and correct. 28 U.S.C. § 1746.

Name: \_\_\_\_\_ Legal Relationship to Class Member: \_\_\_\_\_

Contact/Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_ Executed on: \_\_\_\_\_

The Parties request that each Third Party Payer Class Member electing exclusion from the Classes provide the following information: Amounts paid<sup>3</sup> in each of the 18 states for Hytrin<sup>®</sup> and/or generic terazosin hydrochloride during the period January 1, 1998, to December 31, 1999, based on records maintained by the Class Member: Alabama, California, Florida, Illinois, Kansas, Maine, Michigan, Minnesota, Mississippi, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, West Virginia, and Wisconsin:

\$ \_\_\_\_\_

THE INFORMATION PROVIDED WILL BE TREATED AS CONFIDENTIAL BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA AND WILL BE USED SOLELY FOR PURPOSES OF ADMINISTERING THIS ACTION.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

In re Terazosin Hydrochloride Antitrust Litigation  
c/o Complete Claims Solutions, Inc.  
P.O. Box 24607  
West Palm Beach, FL 33416  
1-877-886-0283  
www.TerazosinLitigation.com

<sup>3</sup> "Amounts paid" includes the total amount paid by the Third Party Payer members of the IPP Classes for Hytrin<sup>®</sup> and/or generic terazosin hydrochloride, whether paid directly to a pharmacy, through reimbursement to an insured, or otherwise. Third Party Payers may submit this information in an electronic format acceptable to the Settlement Administrator. For more information concerning the submission of electronic data, please contact the Settlement Administrator, Complete Claim Solutions, Inc., at the address and telephone number provided in the Notice.