

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

*In re Effexor XR Antitrust Litigation*

This Document Relates To:  
All Indirect Purchaser Class Actions

Civil Action No. 3:11-5661 (PGS)(JBD)

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

**Instructions for Submitting Your Consumer Claim Form**

If you are a Class Member who is a consumer, you may file a claim to ask for a share of the Settlement Fund. Your identity will not be made public during any part of the claims process. You must complete this Claim Form and mail it to the Claims Administrator at the address provided below, postmarked **no later than September 16, 2024**, or you can submit your claim online at [www.EffexorXRIndirectSettlement.com](http://www.EffexorXRIndirectSettlement.com), **no later than September 16, 2024**.

- Complete all required portions of the attached Claim Form:
  1. Complete *Section A*. You must provide your name and contact information.
  2. Review and complete *Section B* to confirm you qualify to file a claim.
  3. Complete *Section C* to provide information about your total purchases of Effexor XR or generic versions of Effexor XR (also known as extended-release venlafaxine hydrochloride).
  4. Review *Section D* and provide documentation to show you purchased or paid for Effexor XR or generic versions of Effexor XR at least once.
  5. Review *Section E* and sign the Claim Form to certify that the information you provided is true and correct to the best of your knowledge.
- By signing and submitting the Claim Form, you are swearing under penalty of perjury that you qualify to submit a claim according to the criteria given in *Section B*.
- You have two options for submitting a Claim Form:
  - You can mail your completed and signed Claim Form and supporting documents by First-Class U.S. Mail, postage prepaid, postmarked no later than **September 16, 2024**, to:

***Effexor XR Indirect Purchaser Settlement***  
**c/o A.B. Data, Ltd.**  
**P.O. Box 173005**  
**Milwaukee, WI 53217**

**OR**

- You can complete and submit the Claim Form and upload supporting documents on the Settlement website, [www.EffexorXRIndirectSettlement.com](http://www.EffexorXRIndirectSettlement.com), no later than **September 16, 2024**. If you complete the online Claim Form, you will receive a receipt saying that your claim was submitted. If you choose this option and file a claim electronically, your electronic signature and submission of the form will conform to the requirements of the Electronic Signatures Act, 15 U.S.C. § 7001, *et seq.*, and will have the same force and effect as if you signed the Claim Form in hard copy.
- If your completed Claim Form is not postmarked (if mailed) or received (if submitted) online by **September 16, 2024**, you will not receive any payment from this Settlement. Submitting this Claim Form does not guarantee that you will receive payment from the Settlement. If the Claims Administrator rejects or reduces your Claim, you may follow the dispute resolution process described on pages 3-4.

**MUST BE  
POSTMARKED ON OR  
BEFORE,  
OR SUBMITTED  
ONLINE BY,  
SEPTEMBER 16, 2024**

***Effexor XR Indirect Purchaser  
Settlement***

**CONSUMER CLAIM FORM**

Use Blue or Black Ink Only

**Attention: This form should only be filled out if you are a Consumer.** If you are a Third-Party Payor, please fill out the Third-Party Payor Claim Form, available at [www.EffexorXRIndirectSettlement.com](http://www.EffexorXRIndirectSettlement.com).

**Section A: Claimant Identification**

Claimant's Name

Agent/Legal Representative (if any)

Street Address

City

State

Zip Code

Daytime Telephone Number

Email Address\*

\*By providing your email address, you authorize the Claims Administrator to use that email address to send you information relevant to this claim.

**Section B: Should I File a Claim Form?**

You may be eligible to file a Claim Form and receive a payment from the proposed Settlement if you are a member of the certified Class. For consumers, the Class is defined as follows:

All persons in Arizona, California, Florida, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Dakota, Tennessee, West Virginia, and Wisconsin (the "Class States") who purchased, paid, and/or provided reimbursement for Effexor XR or AB-rated generic versions of Effexor XR for consumption by themselves or their families from June 14, 2008 through May 31, 2011 (the "Class Period"). For purposes of the Indirect Purchaser Class definition, persons "purchased" Effexor XR or its generic versions if they paid or reimbursed some or all of the purchase price. A person is considered to be "in" a given Class State if their purchase took place in that Class State (*i.e.*, if the individual purchased Effexor XR or an AB-rated generic version of Effexor XR in a pharmacy in that Class State or received the drug by mail-order prescription in that Class State).

Please note certain consumers are **not included** in the Settlement. You should not file a claim for yourself or on behalf of any of the following consumers:

- Persons who purchased Effexor XR or its generic equivalent for resale (not for personal use) or directly from Wyeth, Teva, or their affiliates;
- Judges in this case and any members of their immediate families; and/or
- Persons who excluded themselves from (or opted out of) the Class.

**If you excluded yourself from the Class, you may not file a claim.**

Check this box and sign the certification in *Section E* to confirm that the claimant indicated in *Section A* is a consumer Class member and none of the exclusion criteria above is applicable. If any of the exclusion criteria is applicable to the claimant, the Claims Administrator may reject the claim.

**Section C: Purchase Information**

If you are an eligible claimant, please type or print in the boxes below the total number of prescriptions and amounts you paid, from June 14, 2008 through May 31, 2011, for Effexor XR or generic Effexor XR purchases in the Class States listed in *Section B*. For retail purchases, the State of purchase is the State where the pharmacy is physically located. If any purchases were made by mail order, the State to which the prescription was sent—most likely your state of residence—is considered the place of purchase. For example, if you purchased Effexor XR or generic Effexor XR by mail order and had the prescription sent to Arizona, Arizona would be considered the place of purchase for that transaction and the purchase would be eligible for a recovery. On the other hand, if you purchased Effexor XR or generic Effexor XR by mail order and had the prescription sent to South Carolina, that transaction would not be eligible for a recovery because the place of purchase would be considered South Carolina, which is not one of the Class States listed in *Section B* as covered by the Settlement.

Total number of prescriptions of Effexor XR or generic Effexor XR purchased in the Class States from June 14, 2008 through May 31, 2011:	
Total amount of out-of-pocket payments for the Effexor XR or generic Effexor XR purchases identified above:	\$

Were the Effexor XR or generic Effexor XR purchases identified above made using some form of insurance benefit that covered some of the costs of those purchases? Yes \_\_\_\_\_ No \_\_\_\_\_ (Please check one.)

**Section D: Claim Documentation and Disputes Regarding Claim Amounts**

You may file a claim by providing the information requested in *Sections A, B, and C* and completing the Certification in *Section E*, below.

You should also submit any of the following acceptable documents to support your claim:

- 1) Records from your pharmacy or insurer showing that you purchased Effexor XR or generic versions of Effexor XR at least once;
- 2) A note from your doctor (or records) describing the amount of Effexor XR or generic versions of Effexor XR you were prescribed;
- 3) An explanation of benefits (“EOB”) from your health plan or insurer describing transactions in Effexor

XR or generic versions of Effexor XR; and/or

- 4) Other records showing purchases of Effexor XR or generic versions of Effexor XR, in the Class States, at any time during the period from June 14, 2008 through May 31, 2011, including but not limited to receipts, checkbook entries, and credit-card statements.

**Note:** You must submit documentation of your purchases and complete the certification below. If you do not provide documentation, the Claims Administrator will ask for additional claim documentation after you submit your Claim Form, so please keep all records of your purchases, such as receipts, checkbook entries, credit-card statements, and insurance EOBs. Claims may be selected for audit and rejected because of fraud concerns or potentially inaccurate amounts based on expected average purchases.

If the Claims Administrator rejects or reduces your claim and you believe the rejection or reduction is in error, you may contact the Claims Administrator to request further review. If the dispute about your claim cannot be resolved by the Claims Administrator and Class Counsel, you may ask the Court to review your claim.

To request Court review, you must send the Claims Administrator a signed written statement (a) stating your reasons for contesting the rejection or payment determination regarding your claim; and (b) specifically stating that you “request that the Court review the determination regarding this claim.” You must include all documentation supporting your argument(s). The Claims Administrator and Class Counsel will present the dispute to the Court for review, which may include one or more public filings with the Court describing the dispute and arguments concerning it. Personal medical data and history relating to the dispute, however, will be filed under seal to preserve confidentiality. Please note that Court review should be sought only if you disagree with the Claims Administrator’s determination regarding your claim.

### **Section E: Certification**

By signing below, I hereby swear and affirm that I have read and am familiar with the content of the instructions accompanying this Claim Form. I certify that the information I provided in this Claim Form and in any documents attached by me are true, correct, and complete to the best of my knowledge.

I certify further that I, or the consumer Class Member I represent, purchased, paid, and/or provided reimbursement for some or all of the purchase price of the cost of Effexor XR or generic versions of Effexor XR for personal consumption or consumption by family member(s), from June 14, 2008 through May 31, 2011, where the drug was purchased in a pharmacy in Arizona, California, Florida, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Dakota, Tennessee, West Virginia, and Wisconsin, or received in one of those Class States by mail-order prescription.

I also certify that I, or the Class Member(s) I represent, did not ask to be excluded (“opt out”) from the Class in this lawsuit and did not purchase Effexor XR or generic versions of Effexor XR for purposes of resale (not for personal use). In addition, I am not (or the represented Class Member is not) among the persons or entities that have been excluded from the Class, which are listed above in *Section B*.

I further certify that I have provided all of the information requested above to the extent I have it.

I further certify that I, and the Class Member(s) I represent, have read and are familiar with the releases stated in Paragraph 12 of the Settlement Agreement. The releases in that Paragraph provide as follows:

- a) Upon the occurrence of the Effective Date as defined in Paragraph 6 hereof, and in consideration for the Settlement Fund Amount described in this Settlement Agreement, Indirect Purchaser Plaintiffs and the Indirect Purchaser Class—except those who requested exclusion from the Indirect Purchaser Class and whose request was approved by the Court—on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives (the “Releasing Parties”), shall release and forever discharge, and covenant not to sue Wyeth and its respective past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, general partners, limited partners, officers, directors, management, supervisory boards, insurers, employees, agents,

servants, trustees, associates, attorneys, and any of their legal representatives (and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing) (the “Released Parties”), with respect 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, prior to the date of preliminary approval of this Settlement Agreement, (a) alleged, or which reasonably could have been alleged, in the Indirect Purchaser Class Action concerning the alleged anticompetitive scheme to prevent and delay approval and market entry of AB-rated generic equivalents of Effexor XR, or (b) concerning end-payor purchases of Effexor XR and/or its AB-rated generic equivalents in the Class States and arising under the Sherman Act, 15 U.S.C. §§ 1 & 2, *et seq.*, or any other federal or state statute or common-law doctrine relating to antitrust or consumer protection (collectively, the “Released Claims”). Upon the Effective Date, the Releasing Parties 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 Released Parties.

- b) In addition, Indirect Purchaser Plaintiffs, on behalf of themselves and all other Releasing Parties, hereby expressly waive, release, and forever discharge, upon the Settlement becoming final, any 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 this Paragraph 12, but each Releasing Party hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon this Settlement 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.

- c) Reservation of Claims. The Releasing Parties intend by this Settlement Agreement to release only Wyeth and the Released Parties with respect to the Released Claims. The Releasing Parties specifically do not intend this 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 Releasing Parties have or may have against any other person, firm, association, company, or corporation whatsoever, including Teva. The release set forth in this Paragraph 12 is not intended to and shall not release any claims other than the Released Claims.
- d) This Settlement is not intended to and does not release claims arising in the ordinary course of business between the Releasing Parties and the Released Parties that are unrelated to the allegations in the Indirect Purchaser Class Action, such as claims 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.

To the extent a consumer Class Member authorized me to submit this Claim Form on their behalf and I am submitting this Claim Form as an authorized agent, and to the extent I have been authorized to receive any and all amounts from the Settlement Fund that may be allocated to this consumer Class Member on their behalf, I certify that such authority has been properly vested in me and that I will fulfill all duties I may owe the consumer Class Member. If amounts from the Settlement Fund are distributed to me, and a consumer Class Member later claims I did not have the authority to claim and/or receive those amounts on their behalf, I and/or my employer will hold the Class, Class Counsel, and the Claims Administrator harmless with respect to any claims made by the consumer Class Member.

I hereby submit to the jurisdiction of the United States District Court for the District of New Jersey for all purposes connected with this Claim Form, including resolving disputes related to this Claim Form. I acknowledge that if I provided any false information or representations related to this claim, I may be subject to sanctions, including criminal prosecution. If the Claims Administrator requests additional supporting documents to supplement this Claim Form and the information in it, I agree to provide them.

**I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge, and this Claim Form was signed on \_\_\_\_\_ 20 \_\_\_\_.**

Signature

Print or Type Name

Mail your completed Claim Form, along any available documents supporting your claim, to the address below, postmarked no later than **September 16, 2024** or submit the information online at the website below by that date:

Effexor XR Indirect Purchaser Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173005  
Milwaukee, WI 53217  
Toll-Free Telephone: 1-877-933-2882  
Website: [www.EffexorXRIndirectSettlement.com](http://www.EffexorXRIndirectSettlement.com)

**REMINDER CHECKLIST:**

1. Please complete and sign the above Claim Form or complete the online Claim Form. Attach or upload any documents supporting your claim.
2. Keep a copy of your Claim Form and supporting documents for your records.
3. If you would also like a receipt acknowledging your Claim Form was received, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Claims Administrator at [info@EffexorXRIndirectSettlement.com](mailto:info@EffexorXRIndirectSettlement.com) or via U.S. Mail at the address above.