

FILED
Clerk of the Superior Court

AUG 15 2016

By: K. Mulligan, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Coordination Proceeding Special Title
(Rule 1550(b)):

CIPRO CASES I and II

Judicial Council Coordination Proceeding
Nos. 4154 and 4220

CLASS ACTION

The Honorable Ronald L. Styn

This Document Relates To:

ALL ACTIONS

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' EX PARTE APPLICATION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT WITH
DEFENDANTS HOESCHT MARION
ROUSSEL, INC., THE RUGBY GROUP,
INC., AND WATSON LABORATORIES,
INC., APPROVING FORM AND MANNER
OF NOTICE, AND SCHEDULING FINAL
APPROVAL HEARING**

Date: August 15, 2016

Time: 9:00 a.m.

Courtroom: Department 62

This Matter came before the Court on individual and representative Plaintiffs Karyn McGaughey, Barbara Cohen, Deborah Patane, Donna Moore, IUOE Stationary Engineers Local 39 Health and Welfare Plan, and Sheet Metal Workers Health and Welfare Plan of Southern California, Arizona, and Nevada's ("Plaintiffs") Ex Parte Application for Order Granting Preliminary Approval of Class Action Settlement (the "Application") with Defendants Hoescht Marion Roussel, Inc., The Rugby Group, Inc., and Watson Laboratories, Inc. (the "HMR Defendants"). Having considered the Application, the Parties' Settlement Agreement dated

1 August 12, 2016 (the "Settlement Agreement"), the proposed forms of notice to the Class, the
2 pleadings and other papers filed in these Actions, and the statements of counsel and the parties,
3 and for good cause shown, IT IS HEREBY ORDERED as follows:

4 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the
5 meanings ascribed to those terms in the August 12, 2016 Settlement Agreement, a copy of which
6 is attached hereto as Exhibit A.

7 2. The Court has jurisdiction over these Actions (and all actions and proceedings
8 consolidated in the Actions), Plaintiffs, Class members, Hoescht Marion Roussel, Inc., The
9 Rugby Group, Inc., and Watson Laboratories, Inc. (the "HMR Defendants"), the Released Parties,
10 and any party to any agreement that is part of or related to the Settlement Agreement.

11 3. The Court finds that the proposed Settlement between Class Plaintiffs and the
12 HMR Defendants set forth in the Settlement Agreement appears to be a good faith settlement and
13 is within the range of possible final approval, and sufficiently fair, reasonable, and adequate that
14 it is hereby preliminarily approved. The Court further finds that notice of the Settlement
15 Agreement shall be provided to the Class (defined in paragraph 5 below), and a hearing should be
16 held as set forth below. The Court also finds that the Settlement Agreement appears to be the
17 product of arm's length, informed, non-collusive negotiations between experienced and
18 knowledgeable counsel who have actively prosecuted and contested this litigation for several
19 years. In accordance with the schedule outlined in paragraph 25 below, Plaintiffs' Counsel shall
20 seek entry of an Order and Final Judgment as to the HMR Defendants.

21 4. Additionally, the Court finds that the proposed Plan of Allocation, attached hereto
22 as Exhibit B, is sufficiently fair, reasonable, and adequate such that it is hereby preliminarily
23 approved, subject to further consideration at the Final Approval Hearing to be held as set forth
24 below.

25 5. For litigation purposes, this Court entered an Order Certifying Plaintiff Class dated
26 November 23, 2003, and modified that Order on October 12, 2004. The certified class is:

27 All natural persons, sole proprietorships, partnerships, limited
28 partnerships, corporations and other entities, in the State of
California who indirectly purchased, paid and/or reimbursed for

1 Cipro intended for consumption by themselves, their families, or
2 their members, participants, employees or insureds (the "Class")
3 during the period from January 8, 1997 through such time in the
4 future as the effects of Defendants' illegal conduct, as alleged
5 herein, have ceased (the "Class Period"). Excluded from the class
6 are all persons who obtained Cipro through the MediCal
7 Prescription Drug Program; governmental entities; the Defendants,
8 their co-conspirators, along with all of their respective parents,
9 subsidiaries, and/or affiliates; all persons or entities that purchased
10 Cipro for purposes of resale; any purchaser of Cipro who paid a flat
11 co-payment and who would have paid the same co-payment for a
12 generic substitute under the terms of their health insurance
13 coverage; and any and all judges and justices assigned to hear any
14 aspect of this litigation.

15 6. In accordance with the Court's Order Disseminating Class Notice dated October
16 12, 2004, Court-approved notice of the pendency of these Actions as class actions was
17 disseminated to the Class, and Class members were given a full and fair opportunity to exclude
18 themselves from the Class (opt out). Those individuals and entities who excluded themselves
19 from the Class shall not be bound by the terms of the present Settlement Agreement nor, should
20 the Settlement Agreement become final, by entry of Judgment as to the HMR Defendants.

21 7. The Court hereby approves the Notice of Proposed Settlement of Class Action (the
22 "Settlement Notice"), attached hereto as Exhibit C, and finds that the dissemination of the Notice
23 substantially in the manner and form set forth in Exhibit C and the Notice Plan attached to the
24 Motion complies fully with the requirements of California law.

25 8. The notice procedures described in the Notice Plan attached to the Declaration of
26 Linda Young, at Exhibits B and C, are hereby found to be the best practicable means of providing
27 notice of the Settlement Agreement under the circumstances and, when completed, shall
28 constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval
Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in
full compliance with the applicable requirements of California Code of Civil Procedure section
382, California Rule of Court 3.766, and due process.

9. No later than fifteen days from the date of this Order preliminarily approving the
Settlement Agreement, Plaintiffs' Counsel shall cause the Settlement Notice to be mailed by first-
class mail, postage prepaid, to potential Class members pursuant to the procedures described in

1 the Notice Plan, and to any potential Class member who requests one; shall cause to be published
2 the summary Settlement Notice as stated in the proposed Notice Plan; and, in conjunction with
3 the Claims Administrator, shall cause a case-specific website to become operational with case
4 information, settlement court documents, the Notices, and electronic claim filing capability.

5 Notices by publication shall begin to be published no later than 14 days after this Order. At least
6 five court days prior to the Final Approval Hearing, Plaintiffs' Counsel shall file with the Court
7 and serve on the HMR Defendants an Affidavit of Compliance with Notice Requirements.

8 10. All costs incurred in disseminating and otherwise in connection with the
9 Settlement Notice shall be paid from the Settlement Fund pursuant to the Settlement Agreement.

10 11. The Proof of Claim forms connected with the Notice Plan satisfy the requirements
11 of due process and of the California Rules of Court and the California Code of Civil Procedure
12 and, accordingly, are approved for dissemination to the Class.

13 12. Class members will have until fourteen days prior to the Final Approval Hearing to
14 object to the Settlement Agreement.

15 13. All Class members who excluded themselves from the Class will not be eligible to
16 receive any benefits under the Settlement Agreement and will not be bound by any further orders
17 or judgments entered for or against the Class.

18 14. All Class members who did not properly and timely request exclusion from the
19 Class shall, upon entry of the Final Approval Order and Judgment, be bound by all the terms and
20 provisions of the Settlement Agreement, whether or not such Class member objected to the
21 Settlement and whether or not such Class member applied for or received consideration under the
22 Settlement Agreement.

23 15. A hearing on the Settlement Agreement (the "Final Approval Hearing") shall be
24 held before the Court at 2 Pm, on Oct 7, 2016, in Department 62 of the Superior
25 Court of California, County of San Diego, 220 West Broadway, San Diego, CA 92101.

26 16. At the Final Approval Hearing, the Court will consider (a) the fairness,
27 reasonableness, and adequacy of the Settlement Agreement and whether the Settlement
28 Agreement should be granted final approval by the Court; (b) approval of the proposed Plan of

1 Allocation; and (c) entry of a Final Approval Order and Judgment including the Settlement
2 Release. Plaintiffs' Counsel's application for an award of attorneys' fees and costs, and request
3 for the Court to approve service awards to the named Plaintiffs, shall also be heard at the time of
4 the hearing.

5 17. The date and time of the Final Approval Hearing shall be subject to adjournment
6 by the Court without further notice to the members of the Class, other than that which may be
7 posted by the Court. Should the Court adjourn the date for the Final Approval Hearing, such
8 adjournment shall not alter the deadlines for mailing and publication of the Notice, nor the
9 deadlines for submissions of settlement objections, claims, or notices of intention to appear at the
10 Final Approval Hearing unless those dates are explicitly changed by subsequent Order.

11 18. Any person or entity who did not elect to be excluded from the Class may, but
12 need not, enter an appearance through his, her, or its own attorney. Plaintiffs' Counsel will
13 continue to represent Class members who do not timely object and do not have an attorney enter
14 an appearance on their behalf.

15 19. Any person or entity who did not elect to be excluded from the Class may, but
16 need not, submit comments or objections to (a) the Settlement Agreement, (b) entry of a Final
17 Approval Order and Judgment approving the Settlement Agreement, (c) Plaintiffs' Counsel's
18 application for fees and expenses, and/or (d) service award requests, by mailing a written
19 comment or objection to the addresses provided by the Claims Administrator in the long-form
20 Notice.

21 20. Any Class member making an objection (an "Objector") must sign the objection
22 personally, even if represented by counsel, and provide the Class member's name and full
23 residence or business address and a statement signed under penalty of perjury that the Class
24 member (if a consumer) purchased Cipro in California during the Class Period or was reimbursed
25 for Cipro purchases in California during the Class Period (if a third-party payor). An objection
26 must state why the Objector objects to the Settlement Agreement and provide a basis in support,
27 together with any documents such person wishes to be considered in support of the objection. If
28 an Objector intends to appear at the hearing, personally or through counsel, the Objector must

1 include with the objection a notice of the Objector's intent to appear at the hearing. The objection
2 must also contain a detailed list of any other objections by the Objector, as well as by the
3 Objector's attorney, to any class action settlements submitted to any court in the United States in
4 the previous five years.

5 21. Objections, along with any notices of intent to appear, must be postmarked no later
6 than fourteen days prior to the Final Approval Hearing, and mailed to the addresses provided by
7 the Claims Administrator in the notice. If counsel is appearing on behalf of more than one Class
8 member, counsel must identify each such Class member and each Class member must have
9 complied with this Order.

10 22. Only Class members who have filed and served valid and timely objections
11 accompanied by notices of intent to appear shall be entitled to be heard at the Final Approval
12 Hearing. Any Class member who does not timely file and serve an objection in writing in
13 accordance with the procedure set forth in the Notice and mandated in this Order shall be deemed
14 to have waived any objection to (a) the Settlement Agreement; (b) the Release; (c) entry of a
15 Final Approval Order and Judgment; (d) Plaintiffs' Counsel's application for attorneys' fees and
16 reimbursement of expenses; and (e) service award requests for the named Plaintiffs, whether by
17 appeal, collateral attack, or otherwise.

18 23. Class members need not appear at the hearing or take any other action to indicate
19 their approval.

20 24. Upon entry of the Final Approval Order and Judgment, all Class members who
21 have not personally and timely requested to be excluded from the Class will be enjoined from
22 proceeding against the HMR Defendants and all other Released Parties with respect to all of the
23 Released Claims, consistent with the Settlement Release.

24 25. The schedule by which the events referenced above shall occur is as follows:

Event	Date
Notice of Class Action Settlement to Be Mailed and Posted on Internet	Within 15 days of Preliminary Approval Order

Event	Date
Notice of Class Action Settlement to Be Published	To begin no later than 14 days of Preliminary Approval Order. To be completed ___ days prior to the Final Approval Hearing
Affidavit of Compliance with Notice Requirements	To be filed 5 court days prior to the Final Approval Hearing
Receipt/Filing Deadline for Comments and Objections	14 days prior to Final Approval Hearing
Postmark/Filing Deadline for Filing Claims	By December 15, 2016
Motions for Final Approval, Attorneys' Fees, Reimbursement of Expenses, and Service Awards to Be Filed by Plaintiffs' Counsel	16 court days prior to Final Approval Hearing
Replies in Support of Motions for Final Approval, Attorneys' Fees, Reimbursement of Expenses, and Service Awards to Be Filed by Plaintiffs' Counsel	5 court days prior to Final Approval Hearing
Service/Filing of Notices of Appearance at Final Approval Hearing	16 court days prior to Final Approval Hearing
Final Approval Hearing	October 7, 2016

26. The Court hereby appoints the claims administrator proposed by the Class Plaintiffs, A. B. Data, Ltd. (the "Claims Administrator"). Responsibilities of the Claims Administrator shall include: (a) establishing a post office box for purposes of communicating with Class members, including receiving any objections; (b) disseminating the Notice to the Class; (c) developing and launching a website to enable Class members to access relevant documents; (d) receiving and maintaining documents sent from Class members relating to claims administration; (e) in connection with Plaintiffs' Counsel, establishing protocols and procedures for processing Proof of Claim forms; and (f) distributing settlement checks to Class members. Pursuant to the Settlement Agreement, the costs of the Claims Administrator's services and all other reasonable costs of Settlement administration shall be paid out of the Settlement Fund, subject to Court review and approval.

27. The Settlement Fund, to be held at Citibank, N.A., shall be established as a fiduciary account and administered in accordance with the provisions of paragraph 6 of the

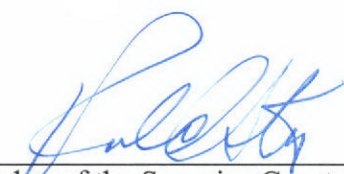
1 Settlement Agreement. The Court approves the establishment of the escrow account under the
2 Settlement Agreement as a qualified settlement fund ("QSF") pursuant to Internal Revenue Code
3 Section 1.468B-1 and the Treasury Regulations promulgated thereunder, and retains continuing
4 jurisdiction as to any issue that may arise in connection with the formation and/or administration
5 of this QSF. In accordance with the Settlement Agreement, Plaintiffs' Counsel are authorized to
6 expend funds from the QSF for payment of taxes, notice costs, and related expenses without
7 further Order of this Court.

8 28. All further proceedings as to the HMR Defendants are hereby stayed, except for
9 any actions required to effectuate or enforce the Settlement Agreement, or matters related to the
10 Settlement Fund, including applications for attorneys' fees, reimbursement of expenses, and
11 service awards to Class Representatives.

12 29. In the event the Settlement Agreement and the proposed settlement are terminated
13 pursuant to the applicable provisions of the Settlement Agreement, the Settlement Agreement and
14 all related proceedings shall, except as expressly provided in the Settlement Agreement, become
15 void and shall have no further force or effect, and Class Plaintiffs shall retain all of their current
16 rights against the HMR Defendants and any other Released Party, and the HMR Defendants and
17 any other Released Parties shall retain any and all of their current defenses and arguments thereto.
18 These Actions shall thereupon revert forthwith to their respective procedural and substantive
19 status prior to the date of execution of the Settlement Agreement and shall proceed as if the
20 Settlement Agreement had not been executed.

21 30. Neither this Order nor the Settlement Agreement, nor any other settlement-related
22 document nor anything contained or contemplated therein, nor any proceedings undertaken in
23 accordance with the terms set forth in the Settlement Agreement or herein or in any other
24 settlement-related document, shall constitute, be construed as or be deemed to be evidence of or
25 an admission or concession by the HMR Defendants as to the validity of any claim that has been
26 or could have been asserted against it or as to any liability by it as to any matter encompassed by
27 the Settlement Agreement.
28

1
2 Dated: Aug 15, 2016



Judge of the Superior Court of California
County of San Diego

RONALD L. STYN

EXHIBIT A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement" or "Settlement") is made and entered into on August 12, 2016, by and between (a) Aventis Inc., successor in interest for certain liabilities of Hoechst Marion Roussel, Inc. ("Aventis Inc."); and (b) Karyn McGaughey, Barbara Cohen, Deborah Patane, Donna Moore, IUOE Stationary Engineers Local 39 Health and Welfare Plan, and Sheet Metal Workers Health and Welfare Plan of Southern California, Arizona, and Nevada, individually and as representatives of a certified Class (the "Class," as further defined below) (collectively "Plaintiffs" or "Class Plaintiffs"); in the Cipro Cases I & II, California Judicial Council Coordination Proceeding Nos. 4154 and 4220 (the "Actions") in the Superior Court of the State of California for the County of San Diego (the "Court"). Aventis Inc. and the Class Plaintiffs are collectively referred to hereafter as the "Settling Parties." This Settlement Agreement fully resolves all the claims of Class Plaintiffs against Aventis Inc. and the other Released Parties (as defined in paragraph 13(b) of this Settlement Agreement)

WHEREAS, Ciprofloxacin, a second-generation fluoroquinolone antibiotic, was first patented in 1983, approved by the U.S. Food and Drug Administration ("FDA") in 1987, and subsequently marketed and sold by Bayer in the United States of America under the brand name Cipro®;

WHEREAS, Bayer enjoyed patent protection for Cipro® until the end of 2003;

WHEREAS, Plaintiffs previously settled their claims with Bayer Corporation and Bayer AG, and plaintiffs are prosecuting the Actions as class actions against Hoechst Marion Roussel, Inc., The Rugby Group Inc. and Watson Pharmaceuticals Inc., as well as the remaining non-settling defendant Barr Laboratories Inc.; (hereinafter the "Non-Settling Defendant" who, together with Hoechst Marion Roussel, Inc., The Rugby Group Inc., Watson Pharmaceuticals, Inc., Bayer Corporation, and Bayer AG are the "Defendants");

WHEREAS, Plaintiffs filed their consolidated complaint in the Actions against Defendants on August 5, 2002, and filed their Second Amended Consolidated Complaint on April 9, 2004 alleging that Defendants' joint settlement of litigation concerning the patent covering Cipro® violated California's antitrust and consumer protection laws in connection with the sale in California of Cipro®; that Defendants thereby have been unjustly enriched in connection with Class Plaintiffs' purchases of Cipro®; and that these joint settlements caused Class Plaintiffs injury and calculable damages;

WHEREAS, on November 23, 2003, this Court entered its Class Certification Order certifying the Class, which order was modified on October 12, 2004, by San Diego Superior Court Judge Richard E.L. Strauss's Order Modifying November 23, 2003 Class Certification Order;

WHEREAS, on July 21, 2004, the California Court of Appeal, Fourth District, affirmed the Court's class certification order;

WHEREAS, in accordance with due process, notice to the Class Plaintiffs of their membership in the certified Class has been given, and the date for opting out of the Class has passed;

WHEREAS, on August 21, 2009, the Court granted Defendants' motions for summary judgment and denied the motions to dismiss as moot, and on September 24, 2009, entered final judgment;

WHEREAS, on October 31, 2012, the California Court of Appeal, Fourth Appellate District affirmed the grant of summary judgment to Defendants;

WHEREAS, the Supreme Court of California granted Class Plaintiffs' petition for review, and on May 7, 2015 it reversed the grant of summary judgment and remanded the case to the Court of Appeal;

WHEREAS, on August 24, 2015, the Court of Appeal issued its mandate remanding the case to the San Diego Superior Court;

WHEREAS, additional discovery was taken in the case upon remand;

WHEREAS, motions for Summary Judgment and Summary Adjudication are pending before the Superior Court;

WHEREAS, the case is currently set for a trial call in the Superior Court on October 14, 2016;

WHEREAS, the Settling Parties have engaged in substantial arm's length negotiations in an effort to resolve all claims that have been, or could have been, asserted against the Released Parties in the Actions, including conducting numerous conferences where the terms of the settlement detailed herein were extensively debated and negotiated, and therefore believe the Settlement Agreement to be executed in good faith;

WHEREAS, Aventis Inc., and the other Released Parties have denied and continue to deny that they engaged in any wrongdoing of any kind; or that they violated or breached any law, regulation, or duty owed to the Class Plaintiffs; or that they have liability as a result of any and all allegations contained in the Actions, and Aventis Inc., is entering into the Settlement Agreement to eliminate the burdens, distractions, expense, and uncertainty of further litigation;

WHEREAS, Class Plaintiffs and their counsel have concluded, after extensive discovery, investigation, trial court motion practice and litigation, and appellate practice, and after carefully considering all of the circumstances of the Actions, and despite their belief in the validity of Class Plaintiffs' claims against the Defendants, that it is in the best interests of Class Plaintiffs to enter into this Settlement Agreement with Aventis Inc., in order to avoid the uncertainties of, and risks and delays associated with, the outcome of the pending motions and trial and any subsequent appeals, and the delays and other uncertainties related to the litigation of the Actions, and to assure a benefit to Class Plaintiffs and further, that Plaintiffs and Class Counsel consider the Settlement to be fair, reasonable, and adequate and in the best interests of Plaintiffs and the Class;

WHEREAS, Aventis Inc., has concluded, despite its belief that it is not liable for the claims asserted in the Actions and that it and the other Released Parties have good defenses thereto, that it would be in its best interests to enter into this Settlement Agreement to avoid further expense, inconvenience, uncertainties of, and risks and delays associated with, the outcome of the pending motions and/or a trial and any subsequent appeals, and the distraction of burdensome and protracted litigation and thereby to resolve this controversy; and

WHEREAS, the Settling Parties wish and intend for this Settlement Agreement to fully resolve and terminate the claims of Class Plaintiffs, the Class, and Class Counsel, (as hereinafter defined) against the Released Parties;

NOW, THEREFORE, in consideration of the promises and agreements, covenants, representations, and warranties set forth herein, intending to be legally bound, the Settling Parties, through their respective authorized representatives who have signed below, agree that the Actions and all claims made or that could have been made against Aventis Inc., (successor in interest to the liabilities of Hoechst Marion Roussel, Inc.) and the other Released Parties by the Class Plaintiffs and the Class be settled, compromised, and dismissed on the merits and with prejudice and, except as hereinafter provided, without costs or fees as to the individual and representative Plaintiffs, the Class or against Aventis Inc., (successor in interest to the liabilities of Hoechst Marion Roussel, Inc.), and the other Released Parties, subject to the approval of the Court, on the following terms and conditions:

1. The Class. The Class is defined in the Court's October 12, 2004 Order Modifying the November 23, 2003 Class Certification Order, and is modified to give a specific end date for the date Class Plaintiffs allege the effects of the alleged illegal agreement as follows:

All natural persons, sole proprietorships, partnerships, limited partnerships, corporations, and other entities, in the State of California, who indirectly purchased, paid and/or reimbursed for Cipro intended for consumption by themselves, their families, or their members, participants, employees or insureds (the "Class") during the period from January 8, 1997 through December 31, 2005 (the "Class Period"). Excluded from the class are all persons who obtained Cipro through the MediCal Prescription Drug Program; governmental entities; the Defendants, their co-conspirators, along with all of their respective parents, subsidiaries, and/or affiliates; all persons or entities that purchased Cipro for purposes of resale; any purchaser of Cipro who paid a flat co-payment and who would have paid the same co-payment for a generic substitute under the terms of their health insurance coverage; and any and all judges and justices assigned to hear any aspect of this litigation.

2. Best Efforts to Effectuate This Settlement. The Settling Parties and their undersigned Counsel agree to recommend this Settlement Agreement for approval by the Court prior to the trial between

Class Plaintiffs and the Non-Settling Defendant, and to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court, the California Court of Appeal, the Supreme Court of California, or otherwise, to effectuate the terms of this Settlement Agreement, including but not limited to providing appropriate affidavits and seeking appropriate relief and/or remand so that the approval orders, referenced in paragraphs 3 and 4, may be entered by the Court.

3. Motion for Preliminary Approval and Good Faith Determination. Class Plaintiffs, by and through their counsel Joseph R. Saveri and the Joseph Saveri Law Firm, Inc, Eric B. Fastiff and the law firm Lieff Cabraser Heimann & Bernstein, LLP, and Dan Drachler and the law firm Zwierling, Schachter & Zwierling, LLP ("Class Counsel" or "Plaintiffs' Counsel"), shall file with the Court, promptly after the execution of this Settlement Agreement, motions for preliminary approval of the Settlement Agreement, which will contain a proposed preliminary approval order in a form agreed upon by Class Counsel and Aventis Inc., or if the parties cannot agree, as determined by the Court, and an application for determination of good faith settlement pursuant to Cal. Code Civ. Proc. § 877.6, including affidavits and a proposed order in a form agreed upon by Class Counsel and Aventis Inc.. In the event that the Court preliminarily approves the Settlement Agreement, Class Counsel shall, in accordance with Rule 3.769 of the California Rules of Court, direct the Claims Administrator, to be selected by the Settling Parties and approved by the Court, to provide the Class with notice ("Settlement Notice"), as ordered by the Court, of the Settlement Agreement and its potential rights to recover from the Settlement Fund, pursuant to the Plan of Allocation upon submission of a properly documented proof of claim. All costs of Settlement Notice shall be paid exclusively from the Settlement Fund (as defined in paragraph 6.a herein) as provided in this Settlement Agreement, without recourse to the Class Plaintiffs or the Released Parties.

4. Motion for Final Approval of Settlement and Entry of Final Judgment. If the Court preliminarily approves the Settlement Agreement, Plaintiffs, through Class Counsel, after provision of Settlement Notice, shall submit a motion for final approval of the Settlement Agreement by the Court, and shall seek entry of an order and final judgment between Class Plaintiffs and the Released Parties:

- a. finding the Settlement Agreement and its terms to be fair, reasonable and adequate within the meaning of Rule 3.769 of the California Rules of Court and in good faith in accordance with Cal. Code Civ. Proc. §877.6 and directing its consummation pursuant to its terms;
- b. finding that the notice given constitutes due, adequate and sufficient notice, and meets the requirements of due process and any applicable state laws;
- c. providing for incentive payments from the Settlement Fund (as defined in paragraph 6.a herein) to the Plaintiffs in addition to whatever monies each will receive from the Settlement Fund pursuant to the Court-approved Plan of Allocation;

d. providing for payment of reasonable attorneys' fees and reimbursement of expenses from the Settlement Fund (as defined in paragraph 6.a herein);

e. setting forth the method for allocating the Settlement Fund (as defined in paragraph 6.a herein);

f. directing that the Actions be dismissed with prejudice as against defendants Aventis Inc., Hoechst Marion Roussel, Inc., The Rugby Group, Inc., and Watson Laboratories, Inc. (now Actavis Inc.) and, except as provided for herein, without costs to the Settling Parties;

g. approving the release of claims specified herein as binding and effective as to all Class Plaintiffs and permanently barring and enjoining Plaintiffs and Class members from asserting any Released Claims (as defined in paragraph 13.b herein);

h. reserving exclusive and continuing jurisdiction over the Settlement Agreement, including the Settlement Fund (as defined in paragraph 6.a herein) and the administration, consummation and interpretation of this Settlement Agreement; and

i. directing that order and final judgment of dismissal be entered as between the Settling Parties in the Actions.

5. Effective Date of the Settlement. The Settlement Agreement shall become final and effective upon the occurrence of all of the following ("Effective Date"):

a. Neither Class Plaintiffs nor Aventis Inc. have availed themselves of any right to terminate the Settlement Agreement pursuant to paragraphs 6.b or 15 herein;

b. the Settlement Agreement is approved by the Court as required by Rule 3.769 of the California Rules of Court and a finding of good faith made by the Court in accordance with California Code of Civil Procedure §877.6;

c. entry, as provided for in paragraph 4 herein, is made of the order and final judgment, with prejudice, with respect to Class Plaintiffs' Released Claims against the Released Parties; and

d. the time for appeal from the Court's approval of the Settlement Agreement as described in subparagraph (b) hereof and entry of an order and final judgment as described in subparagraph (c) hereof has expired; or, if an appeal has been filed, either all such appeals shall have been dismissed prior to resolution by the appellate court, or approval of this Settlement Agreement and final judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, by certiorari or otherwise, provided, however, a modification or reversal on appeal of any amount of the fees and expenses awarded by the Court from the Settlement Fund, the amount of payments to the Plaintiffs or the Plan of Allocation shall not by itself prevent this Settlement Agreement from becoming final and effective if all other aspects of the final judgment have

been affirmed. An appeal from approval of this Settlement Agreement and final judgment is deemed no longer subject to further appeal or review by certiorari within the meaning of this paragraph on the day that is 90 days after resolution by the appellate court of last resort to which such appeal has been taken, or 90 days after the entry of the order denying discretionary review.

6. Settlement Consideration: Cash.

a. Subject to the provisions hereof, and in full, complete, and final settlement of the Actions, Aventis Inc. shall pay one hundred million dollars (\$100,000,000.00) ("Settlement Amount"), by the later of either (a) thirty (30) calendar days after Aventis Inc.'s receipt of the Court's order preliminarily approving the Settlement Agreement, and a properly completed W-9 form from the Escrow Agent identified in writing by Class Counsel, or (b) September 22, 2016, into an escrow account (the "Settlement Fund"), held and administered by an escrow agent to be selected by Class Counsel with consent of Aventis Inc. and approval of the Court. The Settling Parties agree, notwithstanding and without affecting Aventis Inc.'s and the other Released Parties' continued denial of liability, that this Settlement Amount is considered to be compensatory, not punitive, in purpose and effect, and should be allocated entirely to Plaintiffs' claims for compensatory damages. The payment shall be made in accord with the wiring instructions in the side letter between the parties.

b. The Settling Parties agree, as indicated in the recitals to this Settlement Agreement, that the date for opting out of the Class has passed. Nonetheless, the Settling Parties agree that Aventis Inc. shall have the right, at its sole discretion, to rescind this Settlement Agreement if Class members that have opted out, or are permitted to opt out, have one hundred million dollars (\$100,000,000) or more in Cipro purchases during the Class Period. Cipro purchases by parties that previously opted out of the Actions and whose claims were dismissed as part of the action entitled *In re Ciprofloxacin Hydrochloride Antitrust Litigation*, MDL-1383, shall not be included in any computation for purposes of this paragraph.

c. Aventis Inc. and the Released Parties, as that term is defined in paragraph 13.b, shall have no liability, obligation or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund. The Settlement Fund is the total amount that Aventis Inc. will pay under this Settlement Agreement in exchange for the Released Claims (as defined in paragraph 13.b herein), including without limitation funds to satisfy claims by Class Plaintiffs, Class members' attorneys' fees and costs, any Court-approved payments to Plaintiffs, and payment of any and all administrative and notice expenses associated with the Actions or this Settlement Agreement.

d. It is intended that the escrow account shall be at all times a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, and that the "administrator" of the Settlement Fund, within the meaning of Treas. Reg. § 1.468B-2(k), shall comply with all applicable

requirements, which shall include, without limitation, (a) preparing a "Regulation Section 1.468B-3 Statement" pursuant to Treas. Reg. § 1.468B-3(e) on behalf of Aventis Inc. and providing copies to Aventis Inc.'s counsel for review and approval; and (b) preparing and timely filing on behalf of the Settlement Fund (i) such income tax and other returns and statements as are required to comply with Treas. Reg. § 1.468B-2 and the other applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) all necessary state, local and foreign tax returns. Any taxes due as a result of income earned by the Settlement Fund will be imposed upon and paid from the Settlement Fund. Interest earned by the Settlement Fund (less any tax imposed upon such interest) shall be for the benefit of the Class, less reasonable attorneys' fees and expenses approved by the Court (and any interest awarded thereon), any Court-approved award to Plaintiffs and payment of any and all administrative and notice expenses associated with the Actions or Settlement. Aventis Inc. and any Released Party, as that term is defined in paragraph 13.b, shall have no liability, obligation or responsibility for any such taxes, costs, expenses, or for any reporting requirements relating thereto.

e. Aventis Inc.'s transfer of the Settlement Amount to the escrow account described above shall constitute full and complete satisfaction of its obligations under this paragraph. In no circumstances shall this Settlement Agreement be construed to require Aventis Inc. or any Released Party, as that term is defined in paragraph 13.b, to pay more than the Settlement Amount. Following Aventis Inc.'s transfer of the Settlement Amount to the escrow account as described above, Aventis Inc. and any Released Party, as that term is defined in paragraph 13.b, shall not have any liabilities, obligations or responsibilities with respect to the payment, disbursement, disposition or distribution of the Settlement Fund. Notwithstanding any effort, or failure, of the administrator of the Settlement Fund and the parties to treat the Settlement Fund as a "qualified settlement fund" within the meaning of Section 1.468B-1 of the Treasury Regulations effective as of the date hereof, any tax liability, interest or penalties incurred by Aventis Inc., resulting from income earned by the Settlement Fund (or the receipt of any payment under this paragraph) shall be reimbursed from the Settlement Fund in the amount of such tax liability, interest or penalties upon Defendant's written request to the administrator of the Settlement Fund.

7. Settlement Consideration; Cooperation. As additional consideration for the Settlement Agreement, Aventis Inc. agrees to fully cooperate with the settling Class Plaintiffs by:

a. Making available appropriate employees or former employees of Aventis Inc., or Hoechst Marion Roussel, Inc. at Lieff Cabraser Heimann & Bernstein's office in San Francisco, CA or Edelson & Rezzo's office in San Diego, CA, as reasonably practicable, or by such other means as the Settling Parties may agree, for such affidavits and depositions as are reasonably required by Class Plaintiffs for the purpose of establishing any requisite foundation with respect to any documents produced in the case

by Hoechst Marion Roussel, Inc. to be used at trial (to the extent not stipulated as to authentication by Non-Settling Defendant); and

b. Producing at trial in person, by deposition, or affidavit, whichever is legally necessary and reasonably possible, a representative to testify for the purpose of establishing any requisite foundation with respect to any document produced by Hoechst Marion Roussel, Inc., to be used at trial as reasonably requested by Class Plaintiffs.

c. Notwithstanding the foregoing paragraphs 7.a and 7.b, neither Class Plaintiffs nor Class Counsel shall seek to depose and/or call at a trial or hearing in Plaintiffs' case any witness that is a current or former employee of Aventis Inc. for any purpose other than those described in paragraphs 7.a and 7.b above.

8. Settlement with Non-Settling Defendant.

a. The Settling Parties agree that the Class, Plaintiffs, and all Class members remain free to settle the Actions and/or Appeal with the Non-Settling Defendant.

b. The Class, Plaintiffs, and all Class members agree that any agreement with the Non-Settling Defendant to settle the Actions and/or Appeal shall (i) be in writing (ii) specify the amount of any monetary consideration and the nature and terms of any non-monetary consideration to be provided by the Non-Settling Defendant to the Class, Plaintiffs, or any Class member, and (iii) contain a provision, consistent with Cal. Code Civ. Proc. §§ 875(d) and 877(b), providing that the Non-Settling Defendant may not seek contribution, indemnity, or any other form of monetary judgment against Aventis Inc. or the Released Parties relating to such settlement. Aventis Inc. agrees that it will not seek contribution, indemnity, or any other form of monetary judgment against Bayer relating to its earlier settlement with Class Plaintiffs.

9. Full Satisfaction, Limitation of Interest and Liability. Plaintiffs and members of the Class shall look solely to the Settlement Fund for settlement and satisfaction against Aventis Inc. and any Released Party, as that term is defined in paragraph 13.b, of all claims that are released herein. Plaintiffs and members of the Class shall not under any circumstances be entitled to any further compensation from Aventis Inc. or any Released Party, as that term is defined in Paragraph 13.b, with respect to any claims released herein. In the event that the Settlement Agreement becomes final and effective pursuant to paragraph 5 herein, the Settlement Fund will fully satisfy any and all Released Claims as defined in paragraph 13.b herein. Except as provided by order of the Court, no Plaintiff or Class member shall have any interest in the Settlement Fund or any portion thereof.

10. Reimbursement of Costs, Fees and Expenses. Plaintiffs and their Counsel will be reimbursed and indemnified solely out of the Settlement Fund for all costs, fees and expenses incurred in connection with the Actions or under this Settlement Agreement including, but not limited to, the costs of

Settlement Notice and administration of the Settlement Fund. Aventis Inc. and any Released Party, as that term is defined in paragraph 13.b, shall not be liable for any costs, fees or expenses of any Class members, Plaintiffs, or of any Class members' or Plaintiffs' attorneys, experts, consultants, advisors, agents and representatives. Any such costs, fees and expenses, to the extent approved and awarded by the Court, shall be paid out of the Settlement Fund, and be deducted from the Settlement Fund prior to the distribution of the Settlement Fund to the members of the Class following entry of an order by the Court approving any fees and expenses to Class Counsel.

11. Disbursement of the Settlement Fund. If the Settlement Agreement becomes final and effective pursuant to the provisions of paragraph 5 herein, the Settlement Fund shall be disbursed as follows or as otherwise ordered by the Court. Aventis Inc. and any Released Party, as that term is defined in paragraph 13.b, shall, as set forth in paragraph 6 above, have no liability or responsibility with respect to disbursement or distribution from the Settlement Fund.

a. Prior to the Effective Date of this Settlement Agreement.

i. Any fees and expenses incurred in administering the escrow account and the Settlement Fund shall be paid from the Settlement Fund. The costs of the Settlement Notice and administration of the Settlement Agreement and Settlement Fund shall be paid by the Escrow Agent to the Claims Administrator with notice of such payments provided to counsel for the Settling Parties;

ii. Disbursements for the payment of any taxes (including any estimated taxes, interest or penalties) due, as a result of income earned by the Settlement Fund, shall be made promptly by the Escrow Agent with notice of such disbursements provided to counsel for the Settling Parties;

iii. An amount of cash, not to exceed \$500,000, shall be made available to Class Counsel out of the Settlement Fund for purposes of defraying the actual cost of Settlement Notice; and

iv. Class Counsel may withdraw from the Settlement Fund and allocate amongst Plaintiffs' Counsel any fees and expenses so awarded to them by the Court; provided, however, that in the event that the order(s) approving the fee and expense award is reversed or modified on appeal, and in the event that Plaintiffs' Counsel (or any of them) has received payment, such counsel shall, within five (5) business days of the date which the fee and expense award is modified or reversed, refund to the Settlement Fund the fees and expenses previously received by them in full (less costs of notice) or in any amount consistent with such reversal or modification, plus the interest earned thereon through the date of such refund.

b. After the Effective Date of this Settlement Agreement.

i. The attorneys' fees and costs approved by the Court may be distributed to Class Counsel from the Settlement Fund within ten (10) days of the Effective Date of this Settlement Agreement;

ii. The remaining fees or expenses incurred in connection with the administration of the escrow account and the Settlement Fund shall be paid, and to the extent, if any, the reasonable remaining fees and expenses incurred as part of notice and claims administration, shall be paid from the Settlement Fund by the Escrow Agent with notice of such disbursements provided to Class Counsel;

iii. Disbursements for the payment of any taxes (including any estimated taxes, interest or penalties) due as a result of income earned by the Settlement Fund shall be made promptly by the Escrow Agent with notice of such disbursements provided to counsel for the Settling Parties;

iv. Any incentive awards determined by the Court for services rendered to the Class by Plaintiffs as set forth in the proposed notice forms ordered by the Court, shall be distributed to Plaintiffs from the Settlement Fund after the Effective Date of the Settlement; and

v. The balance of the Settlement Fund after the payment of attorneys' fees, costs, and expenses, taxes, incentive awards, costs of notice and administration of the Settlement and Settlement Fund, and pursuant to the procedures set forth in a plan of allocation ("Plan of Allocation"), shall be distributed to Class members who submit timely claims that are accepted by the Claims Administrator and approved by the Court ("Authorized Claimants") in accordance with the applicable procedures as approved by the Court. The Plan of Allocation shall provide for redress of all claims filed by Class members for purchases of Cipro® between January 8, 1997 and the date the effects of the conduct alleged in the Complaint ceased. No funds will be disbursed to any Authorized Claimant until the claims of all Authorized Claimants have been submitted and verified by the Claims Administrator. The Claims Administrator shall make periodic reports to the Parties describing the status of the claims administration process, the number and amount of claims received, and any amounts disbursed.

c. In the event monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court, Class Plaintiffs shall move the Court for an order disposing of all such funds, including additional possible distributions to approved Class claimants and/or cy pres distribution as approved by the Court.

12. Attorneys' Fees, Expenses and Costs. Class Counsel intend to seek for distribution to Class Counsel, attorneys' fees and reimbursement of reasonable costs and expenses incurred in the prosecution of the Actions. Class Counsel may further seek payment of reasonable incentive awards for Plaintiffs, as noted in paragraph 4.c above. Plaintiffs and members of the Class shall look solely to the Settlement Fund for the satisfaction against Aventis Inc. and any Released Party,

as that term is defined in paragraph 13.b, of any distribution to Plaintiffs' Counsel, including for attorneys' fees, reimbursement of reasonable costs and expenses incurred in the prosecution of the Actions, and payment of incentive awards for Plaintiffs. Aventis Inc., Hoechst Marion Roussel, Inc., The Rugby Group, Inc., and Watson Pharmaceuticals, Inc. (now Actavis Inc.) shall not oppose any of the applications made pursuant to this paragraph 12.

13. Releases

a. As used throughout this Settlement Agreement and specifically in this paragraph 13, references to the "Class," "members of the Class," or "Class members" refer to the named Plaintiffs and the members of the Class as defined in the first paragraph of this agreement and include any of their past, present or future officers, directors, stockholders, attorneys, employees, legal representatives, trustees, agents, parents, subsidiaries, general and limited partners, heirs, executors, administrators, purchasers, predecessors, successors and assigns, acting in their capacity as such.

b. All of the following entities and individuals in (i), (ii), (iii), (iv) and (v) below are collectively referred to in this paragraph 13 and throughout this Settlement Agreement as the "Released Parties" and each as a "Released Party":

(i) Aventis Inc., Hoechst Marion Roussel, Inc., ("HMR") later named Aventis Pharmaceuticals Inc. ("API"); and

(ii) except as described in paragraph 13(c) below, the respective past, present and future parents, subsidiaries, affiliates, divisions, stockholders, members, general and limited partners, directors, managers, officers, employees, agents, attorneys, advisors, consultants and other representatives of the entities set forth in (i) above; and

(iii) except as described in paragraph 13(c) below, the representative purchasers, successors, assigns, executors, personal representatives, administrators, and heirs of the entities and individuals set forth in (i) and (ii) above; and

(iv) Watson Pharmaceuticals, Inc. ("Watson"), now named Actavis, Inc., ("Actavis") and The Rugby Group, Inc., and Rugby Laboratories, Inc. ("Rugby"); and

(v) except as described in paragraph 13(c), the respective parents, subsidiaries, affiliates, divisions, stockholders, members, general and limited partners, directors, managers, officers employees, agents, attorneys, advisors, consultants and other representatives of the entities set forth in (iv) during the time period of the acts alleged in the complaint through the end of the class period, December 31, 2005.

c. Claims against Non-Settling Defendant Barr Laboratories Inc. are not released under this agreement. Furthermore, claims against Non-Settling Defendant Barr Laboratories Inc. shall not be extinguished by virtue of its acquisition of or affiliation with a Released Party.

d. At the Effective time, pursuant to this Settlement agreement and without any further action by any Settling Party, the Released Parties are and shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages whenever incurred, and liabilities of any nature whatsoever (whether such claims, demands, actions, suits, causes of action, damages or liabilities 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 Plaintiffs, Class Plaintiffs, or any member or members of the Class or Class Counsel, whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, (collectively "Releasors") ever had, now have, or hereafter may have, directly, indirectly, representatively, derivatively or in any other capacity, arising from or related to any conduct, events or transactions, prior to the date hereof, alleged or which could have been alleged in the Actions, relating to Ciprofloxacin (branded Cipro® and/or its generic equivalents) (the "Released Claims"). Except for enforcing this Settlement Agreement, each member of the Class hereby covenants and agrees that he, she or it shall not, hereafter, seek to establish liability against any Released Party based, in whole or in part, on any of the Released Claims. Should any member of the Class breach this covenant not to sue, the Released Parties may seek equitable and legal remedies, including the recovery of attorney's fees incurred in responding to such breach.

e. In addition, each Releasor hereby expressly waives and releases, upon this Settlement Agreement becoming final, any and all provisions, rights, benefits conferred by section 1542 of the California Civil Code, which provides:

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;

and any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to section 1542 of the California Civil Code. Each member of the Class and each other Releasor 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 Released Claims. Nevertheless, each member of the Class and each other Releasor hereby expressly waives and fully, finally and forever settles and releases, upon this Settlement Agreement becoming final, the Released Claims, whether any Released Claim is known or unknown, suspected or unsuspected, contingent or non-contingent, concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Nevertheless, each member of the Class and each other Releasor hereby expressly waives and fully, finally and forever settles and releases, upon this Settlement Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim arising from or related to the subject matter of the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

f. Plaintiffs' Counsel and the Claims Administrator will ensure that each claim form contains a copy of the release set forth in paragraph 13.b through 13.c hereof, which shall be signed by each member of the Settlement Class or its authorized representative as a precondition to receiving any portion of the Settlement Fund.

g. The releases set forth above shall not release any claims arising in the ordinary course of business among Plaintiffs, Class members and the Released Parties concerning product liability, breach of warranty or contract (other than breach of warranty or contract based in whole or in part on any conduct challenged in the Actions), and/or personal or bodily injury,

and/or any claims for costs of providing medical care for individuals allegedly injured by Cipro® products.

14. No Effect on Claims, Damages or Rights as Against Non-Settling Defendants. Nothing in this Settlement Agreement is intended to limit, reduce or affect whatever rights Class Plaintiffs or any of them may have to seek damages or other relief in the Actions or elsewhere from any person or entity other than the Released Parties, to the fullest extent allowed by law. This Agreement does not settle or compromise any claim by Class Plaintiffs asserted in the Actions against the Non-Settling Defendant or alleged co-conspirator other than the Released Parties. No sales to the Class Plaintiffs shall be removed from any of the Actions for purposes of Class Plaintiffs asserting joint liability or any derivative liability against the Non-Settling Defendant.

15. Effect of Disapproval. If the Court declines to finally approve the Settlement Agreement, or if such approval is reversed, vacated, or otherwise modified on appeal, or if the Court does not enter the final judgment in substantially the form provided for in paragraph 4, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is reversed, vacated or modified, then this Settlement Agreement shall be terminated upon the election of either (a) Class Counsel, or (b) Aventis Inc.; provided, however, that any reversal, vacating, or modification on appeal of any amount of the fees and expenses awarded by the Court from the Settlement Fund, or any amount of payments to any Plaintiff, or any determination by the Court to award less than the amount requested in attorneys' fees or costs or awards to Plaintiffs, or any determination by the Court to modify the Plan of Allocation of the Settlement Fund, shall not give rise to any right of termination or otherwise serve as a basis for termination of this Settlement Agreement.

16. Termination. In the event that the Settlement Agreement is terminated pursuant to paragraphs 6.b or 15 herein, or for any other reason does not become effective in accordance with the terms of paragraph 5 herein, then (a) this Settlement Agreement shall be of no force or effect, except for payment of notice and settlement administration costs from the Settlement Fund that have already been disbursed, (b) the Settlement Fund, including any and all interest earned thereon (less any taxes paid), shall be returned to Aventis Inc. less only the amount—up to a maximum of \$500,000—validly disbursed for the costs incurred in giving notice to the Class and administering the Settlement Fund during the interim period, and (c) any release pursuant to paragraph 13.b herein shall be of no force or effect.

17. Preservation of Rights. The Settling Parties agree that this Settlement Agreement, whether or not it shall become effective pursuant to paragraph 5 herein, and any and all negotiations, documents and discussions associated with it shall be without prejudice to the rights of any party, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or

wrongdoing by Aventis Inc., HMR, API, Watson, Actavis, Rugby or any other Released Party, , or any other Defendant, or any amount of damages alleged to have been suffered by Plaintiffs, or of the truth of any of the claims or allegations contained in the complaints in the Actions or any other pleading or document, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in this case or any other action or proceeding. The Settling Parties expressly reserve all of their rights and defenses if the Settlement Agreement does not become final and effective in accordance with the terms of this Settlement Agreement.

18. Binding Effect. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties and to the Released Parties. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Plaintiffs and their Counsel shall be binding upon all members of the Class.

19. Integrated Agreement. This Settlement Agreement contains the entire, complete, and integrated statement of each and every term and provision of the Settlement Agreement agreed to by and among the Parties. This Settlement Agreement shall not be modified in any respect except by a writing executed by the undersigned in the representative capacities specified, or others who are authorized to act in such representative capacities.

20. Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

21. No Party is the Drafter. All counsel to all Parties hereto have materially participated in the drafting of this Settlement Agreement. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

22. Choice of Law. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

23. Consent to Jurisdiction and Choice of Exclusive Forum. Any and all disputes arising from or related to the Settlement, the Settlement Agreement, or claims administration, including attorneys' fees, must be brought by Aventis Inc., any Released Party, Plaintiffs, and/or each member of the Class, exclusively in this Court. Aventis Inc., Plaintiffs and each member of the Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability or interpretation of this Settlement Agreement, including, without limitation any suit, action, proceeding or dispute relating to the release

provisions herein, except that this paragraph shall not prohibit (a) any Released Party from asserting in the forum in which a claim is brought that the release herein is a defense, in whole or in part, to such claim, or (b) in the event that such a defense is asserted in that forum and this Court determines that it cannot bar the claim, the determination of the merits of the defense in that forum.

24. Enforcement of Settlement. Nothing in this Settlement Agreement prevents Aventis Inc., or any other Released Party, from enforcing or asserting any release herein, subject to the provisions of paragraph 14 and 15 herein. Notwithstanding any other provision of this Settlement Agreement, this Settlement Agreement and the releases contained herein may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted by Plaintiffs and each member of the Class with respect to any Released Claims and may be filed, offered and received into evidence and otherwise used for such defense.

25. Authorization to Act on Behalf of Plaintiffs and Class. Undersigned Plaintiffs' Counsel represent that they have been and are fully authorized to conduct settlement negotiations with Aventis Inc.'s counsel on behalf of Plaintiffs and the Class and to enter into, and execute, this Settlement Agreement on behalf of Plaintiffs and the Class, subject to Court approval pursuant to Rule 3.769 of the California Rules of Court.

26. Severability. In the event any one or more of the provisions of this Settlement Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision.

27. No Admission. Nothing in this Settlement Agreement shall be construed as an admission in any action or proceeding, of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, by Aventis Inc., HMR, API, Watson, Actavis, Rugby or any other Released Party, Class Plaintiffs, or any of them, have engaged in any conduct or practices that violate any state or federal antitrust statute or other law.

28. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Facsimile or PDF signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

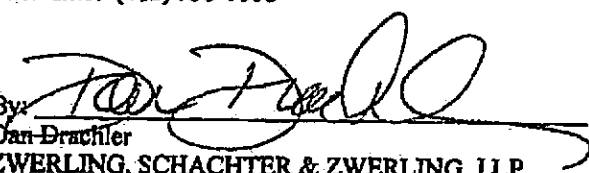
29. Failure to Follow Procedures and Requirements. The agreed-upon procedures and requirements regarding Class members' rights and options, including filing objections in connection with and/or appearing at the final approval hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class members' objections to the Settlement Agreement, in accordance with such Class member's due process rights. The preliminary approval order will further provide that objectors that fail to properly or timely file their objections, along with the required information and

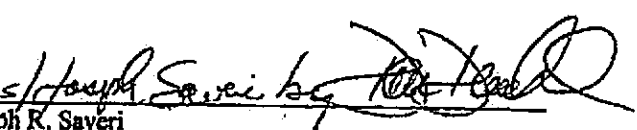
documentation set forth above, or to serve them as provided above shall not be heard during the final approval hearing, nor shall their objections be considered by the Court.

30. Appeals. The proposed order and final judgment shall provide that any Class member that wishes to appeal the order and final judgment, which appeal will delay the distribution under the Settlement Agreement to the Class, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

IN WITNESS WHEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement on the date first herein above written.

By: 
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Counsel for Defendant Hoechst Marion Roussel, Inc.
(Aventis Inc., is successor in liability in this action)

By: S. Manardo

Susan A. Manardo,
Acting Vice President, General Council and Secretary
Aventis Inc.
55 Corporate Drive
Bridgewater, New Jersey 08807

On behalf of Aventis Inc., successor in liability to
defendant Hoechst Marion Roussel, Inc.

EXHIBIT B

PLAN OF ALLOCATION

THIS PLAN OF ALLOCATION¹ sets forth the terms for the distribution of the HMR Settlement Fund in *Cipro Cases I and II*, J.C.C.P. Nos. 4154 and 4220, pending in the Superior Court of California, County of San Diego (collectively, the “Actions”).

1. **General Definitions.** As used in this Plan of Allocation, the following terms shall have the indicated meanings:

a. “Authorized Claimant” means a Class member who submits a timely Proof of Claim that is accepted in whole or in part by the Claims Administrator.

b. “Cipro” means ciprofloxacin hydrochloride formulations marketed and sold under the brand-name Cipro®.

c. “Cipro Purchases” means payments or reimbursements for all or part of the cost of Cipro prescribed and dispensed in California, including but not limited to the payment, partial payment, or reimbursement for Cipro purchases to any retail or mail order pharmacy, prescription benefit manager, or healthcare provider, or the payment of a co-insurance amount, deductible amount, or co-pay amount for Cipro pursuant to a co-insurance obligation, an insurance agreement, or other health care plan. Cipro Purchases do not include purchases of Cipro directly from Bayer or the HMR Defendants, for resale purposes, or for which a Class member has been reimbursed.

d. “Claim Documentation” means itemized receipts, cancelled checks, invoices, statements, or other business or transaction records documenting payment of out-of-pocket Cipro purchases during the claims period required for submission of a Proof of Claim to the Claims Administrator pursuant to the Settlement Agreement, this Plan of Allocation, and/or by order of the Court.

e. “Claims Period” means January 8, 1997 to December 31, 2005.

f. “Claims Deadline” means the date of December 15, 2016, by which all Proofs of

¹ Unless otherwise specified herein, capitalized terms have the meanings provided in the Settlement Agreement dated August 12, 2016.

Claim must be submitted to be considered timely.

g. "Claims Administrator" means the person or entity appointed by the Court, as set forth in the Settlement Agreement and/or this Plan of Allocation, to administer this Plan of Allocation by establishing claims processing protocols and procedures in conjunction with Plaintiffs' Counsel, and by processing Proofs of Claim accordingly.

h. "Class" means the Class as certified by the Court and defined in the Settlement Agreement.

i. "Class Counsel" means the Joseph Saveri Law Firm, Inc., Lieff, Cabraser, Heimann & Bernstein, LLP and Zwerling, Schachter & Zwerling, LLP.

j. "Consumer" means any person falling within the definition of the Class who is a natural person. "Consumers" include living persons as well as the executors, heirs, administrators, trustees, or other authorized representatives of deceased persons.

k. "Court" means the Superior Court of the State of California, County of San Diego.

l. "Defendants" or "HMR Defendants" means Aventis, Inc., Hoechst Marion Roussel, Inc., The Rugby Group, Inc, Watson Pharmaceuticals, Inc., and any respective predecessor entities and past or present parents, subsidiaries, divisions, affiliates, successors, and assigns.

m. "Effective Date" has the meaning used in the Settlement Agreement.

n. "Escrow Agent" means an entity designated by Plaintiffs' Counsel to hold funds as referenced in the Settlement Agreement.

o. "Plaintiffs" means Karyn McGaughey, Barbara Cohen, Deborah Patane, Donna Moore, IUOE Stationary Engineers Local 39 Health and Welfare Plan, and Sheet Metal Workers Health and Welfare Plan of Southern California, Arizona, and Nevada.

p. "Plaintiffs' Counsel" means Class Counsel.

q. "Proof of Claim" means the form that will be submitted to the Claims Administrator, either with or without Claim Documentation, for a dollar amount of unreimbursed out-of-pocket Cipro purchases during the Claims Period.

r. "Settlement Fund" or "HMR Settlement Fund" means the escrow account held and administered by an escrow agent to be selected by Class Counsel with consent of the HMR Defendants and approval of the Court, into which HMR Defendants' Payment of \$100,000,000 shall be deposited pursuant to Paragraph 6.a. of the Settlement Agreement.

s. "Settlement Notice" means the Notice Program prepared by Plaintiffs' Counsel in conjunction with Claims Administrator or as otherwise ordered by the Court.

t. "Total Settlement Amount" means \$100,000,000.

2. **Allocation Among Class Members.** The Settlement Fund shall be allocated as follows:

a. All costs of Settlement Notice and claims administration and attorneys' fees, litigation expenses, and service awards approved by the Court shall be deducted from the Settlement Fund; and

b. Following the deductions provided for in subparagraph 2.a., the remaining Settlement Fund will be allocated to Authorized Claimants as follows: after the Effective Date and all valid and timely received Proofs of Claim have been processed and Authorized Claimants identified, the Claims Administrator shall pay Settlement proceeds to Authorized Claimants according to the following formulae: (1) in the full amount claimed, all valid and timely Proofs of Claim accompanied by Claim Documentation, (2) at a rate of 80% of the full amount claimed, all otherwise valid and timely Proofs of Claim that lack Claim Documentation; or

c. Following the deductions provided for in subparagraph 2.a., for Consumers who previously filed a Claim Form without supporting documentation and received payment from the Bayer Settlement for purchases between January 8, 1997 and October 31, 2004, and received a flat \$25 payment, Consumers will not receive additional payment for these purchases. Consumers may provide purchase information and required documentation for purchases from November 1, 2004 through December 31, 2005, or may file a claim without supporting documentation for an additional \$25 as described below.

d. Following the deductions provided for in subparagraph 2.a., if the sum of all Settlement proceeds for valid and timely claims exceeds the amount remaining in the Settlement

Fund, then payment of Settlement proceeds for all Proofs of Claim shall be proportionately reduced; or

e. Following the deductions provided for in subparagraph 2.a., if the total value of all valid and timely claims is less than the amount remaining in the Settlement Fund, or if for any reason there exists an unclaimed remainder in the Settlement Fund after the Claims Administrator has paid all valid and timely claims, then the Claims Administrator may make a subsequent pro rata distribution, if practicable, to Authorized Claimants of all or any portion of the Settlement Fund using the same proportional formulae described in subparagraph 2.b.(1) & (2) above, provided however that in no event shall any Authorized Claimant receive a distribution of Settlement Fund proceeds in an amount greater than three times the total dollars spent on unreimbursed out-of-pocket Cipro expenses, plus interest, during the Claims Period;

f. Regardless of the method of distribution utilized pursuant to the terms of this paragraph 2, the minimum distribution to each Authorized Claimant shall be \$25, subject to the limitations set forth in subparagraph 2c. above;

g. If funds remain in the Settlement Fund after the Claims Administrator has paid all valid and timely claims and a subsequent pro rata distribution of Settlement Funds would be impracticable, or would result in Authorized Claimants receiving distributions of Settlement Fund proceeds in amounts greater than three times their total dollars spent on unreimbursed out-of-pocket Cipro expenses, plus interest during the Claims Period, then Class Plaintiffs shall move the Court for an order disposing of all such funds, including additional possible distributions to approved Class claimants and/or cy pres distribution as approved by the Court. In no event shall funds remaining in the Settlement Fund revert to the HMR Defendants.

3. **Processing and Review of Proof of Claims.** The Claims Administrator will review and process all submitted claims, under the supervision and guidance of Plaintiffs' Counsel, as follows:

a. The Claims Administrator will first determine whether a Proof of Claim is timely, properly computed, and signed.

b. If the Claims Administrator reasonably determines that further information or

documentation is required to properly process a claim, it will so notify the Claimant in writing (including e-mail). The notification will explain how the Claimant can cure the deficiency, and will provide a reasonable deadline (generally twenty-five days from the mailing date of the deficiency notification) for submitting a curing response to the Claims Administrator. If a Claimant fails to correct the deficiency within the time specified, the claim may be rejected in whole or in part.

c. The Claims Administrator will classify claims as either "Authorized" or "Ineligible." The Claims Administrator will classify as "Ineligible Claims" those claims that it recommends for rejection and will identify the bases for such rejection.

d. All Proofs of Claim submitted by non-Consumer claimants claiming unreimbursed out-of-pocket Cipro purchases of \$300,000 or more during the Claims Period, require Claim Documentation. Absent such Claim Documentation, the Claims Administrator will deny claim amounts above that threshold. A Proof of Claim may be determined to require Claim Documentation by the Claims Administrator where the Claims Administrator disputes a material fact concerning the Proof of Claim. Absent Claim Documentation, the Claims Administrator may, in consultation with Plaintiffs' Counsel, deny all or part of a claim, or cap payment of a claim at 80% of the amount claimed.

4. **Disbursements Prior to Final Approval.** Prior to the Settlement's becoming final, disbursements for the costs and expenses of Settlement Notice and administration may be made from the Class Settlement Fund as provided for in the Settlement Agreement.

5. **Court Approval of Disbursements and Distributions.** As set forth in the Settlement Agreement, approval by the Court shall be required prior to any disbursement or distribution from the Settlement Fund, other than for any fees and expenses incurred to administer the Escrow Account, costs associated with the Settlement Notice and claims administration, and taxes due on any interest gained by the Settlement Fund. The Claims Administrator will submit monthly invoices to Plaintiffs' Counsel detailing the work it has performed and the expenses incurred in the prior month in the course of administering the Settlement Fund. Plaintiffs' Counsel will review such invoices, seek clarification or modification as needed, and submit invoices for reasonably necessary fees and expenses to the Escrow Agent

with a written request that the invoices be paid from the Settlement Fund.

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

If You Paid for the Antibiotic Cipro in California You Could Get Money from a Class Action Settlement

A court authorized this notice. This is not a solicitation from a lawyer.

- A \$100,000,000 settlement with Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc. and The Rugby Group, Inc. (the "HMR Defendants" has been reached in a class action lawsuit involving the price of the antibiotic drug Cipro (the "Settlement").
- The lawsuit claims that Bayer AG ("Bayer"), Barr Laboratories, Inc. ("Barr"), Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., and The Rugby Group, Inc. (the "Defendants") violated antitrust and consumer protection laws by agreeing not to compete with each other and keeping lower-cost generic versions of Cipro off the market. Defendants deny this. **No one is claiming that Cipro is unsafe or ineffective.**
- You are included if you or your company purchased or paid for the prescription drug Cipro in California between January 8, 1997 and December 31, 2005.
- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options	
Submit a Claim Form	The only way to receive money from this Settlement.
Object to or Comment on the Settlement	Write to the Court about why you do or do not like the Settlement. You may also ask to speak to the Court at the hearing on Month 00, 0000 about the fairness of the settlement, though you do not have to do so. To object, you must act before Month 00, 0000.
Do Nothing	Get no payment. Potentially give up your rights to ever recover from the HMR Defendants for the legal claims in this case.

- This Notice explains your legal rights and options—and the deadlines to exercise them.

BASIC INFORMATION

1. Why did I get this Notice?

You may have purchased, paid, and/or reimbursed for Cipro between January 8, 1997 and December 31, 2005. You have the right to know about this class action lawsuit and about your legal rights and options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights. It also explains what benefits are available, who is eligible for them, and how to obtain them.

The Court has preliminarily approved the Settlement. If you are in fact a Class Member, you have legal rights and options that you may exercise before the Court considers whether it will grant final approval to the proposed Settlement at the "Fairness Hearing." The Fairness Hearing is to decide whether the proposed Settlement is fair, reasonable, and provides adequate compensation and benefits to the members of the Class.

Judge Ronald L. Styn of the Superior Court of California, County of San Diego, is in charge of these cases. The lawsuits are called *Cipro Cases I & II*, J.C.C.P. Nos. 4154 and 4220.

This is the third Notice issued in these cases. Previously, the Court ordered that notice be sent to Class Members to inform them of the order certifying the Class and the opportunity to opt out of the Class. The deadline for opting out of the class was

December 15, 2004. The Court so ordered notice to be sent to Class Members informing them of a previous settlement reached with Bayer.

The people who sued are called the Plaintiffs. The Defendants are Bayer (no longer a Defendant pursuant to an previous settlement), Barr, Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., and The Rugby Group, Inc.

2. What is this lawsuit about?

Cipro is an antibiotic drug prescribed by doctors. The lawsuit claims that Defendants violated California's antitrust and consumer protection laws in connection with the sale in California of Cipro, and that Defendants agreed not to compete with each other, keeping lower-cost generic versions of Cipro off the market. Defendants, including the HMR Defendants, deny these claims and say their conduct was legal.

To obtain more information about the claims in this lawsuit, you can view the complaints in these cases at www._____.com.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Named Plaintiffs" or "Class Representatives" sue on behalf of other people who have similar claims. The people with similar claims together are a "Class" and are called "Class Members." In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Court appointed Barbara Cohen, Karyn McGaughey, Donna Moore, Deborah Patane, Local 39 of the International Union of Operating Engineers, and the Sheet Metal Workers of Southern California, Arizona, and Nevada as Class Representatives in this case.

4. Why is there a Settlement?

While the case is still currently pending before the San Diego Superior Court, in order to avoid the uncertainty of continuing the litigation, Plaintiffs and the HMR Defendants have agreed to settle. That way, they avoid the cost of further litigation, and Class Members will get the benefits of the Settlement. Plaintiffs' attorneys think the Settlement with the HMR Defendants is best for all Class Members.

5. Why is the lawsuit continuing if there is a Settlement?

The HMR Defendants have agreed to settle these cases. One remaining Defendant, Barr, has not agreed to settle, so the lawsuit will continue. More money may become available in the future as a result of additional settlements with and/or a trial against Barr, but there is no guarantee this will happen.

6. What happens if the Plaintiffs later reach a settlement with a non-settling Defendant?

The lawsuit will continue against Barr, the non-settling Defendant. If there are additional settlements in the future, there will be notice of those settlements as well.

WHO IS IN THE SETTLEMENT

7. Am I part of this Settlement?

In general, persons and entities who bought the prescription antibiotic drug Cipro in California between January 8, 1997 and December 31, 2005 are Class Members and are eligible for a payment from the Settlement. The Class includes both consumers and third-party payors.

Consumer Class Members are people that paid for some or all of the cost of Cipro in California. A Consumer Class Member purchased Cipro from a pharmacy or was administered Cipro in a hospital. These Class Members must have lived in California at any time between January 8, 1997 and December 31, 2005, and paid for some or all of the total cost of a Cipro prescription in California during that time.

A Third-Party Payor Class Member is an entity that is a party to a contract, issuer of a policy, or sponsor of a plan, and that must pay or reimburse all or part of the cost of Cipro dispensed to its California members. Third-Party Payor Class Members could include:

- Entities with self-funded plans that contract with a health insurance company or other firm to serve as a third-party claims administrator to administer such entities' prescription drug benefits; or
- Insurance companies, union health and welfare benefit plans, and other organizations that paid for all or part of a Cipro prescription obtained by one of their California members between January 8, 1997 and December 31, 2005.

8. Are there any exceptions to being included?

You are **not** a Class Member if any of the following is true:

- You previously asked to be excluded from (to opt out of) the Class in a timely and proper manner.
- You obtained Cipro through MediCal.
- You bought Cipro in order to resell it.
- You are a governmental entity.
- You paid a flat co-payment for Cipro and you would have paid the same co-payment for a generic substitute under the terms of your health insurance policy.
- You are a judge or justice who is or was assigned to hear any part of this litigation.
- You are a current or former officer or director of one of the HMR Defendants, or the complaint alleges you participated in the conspiracy that is the subject of the lawsuit. (The complaint is available at www._____.com.)

9. If I previously asked to be excluded from the Class, can I change my mind now?

If you previously asked to be excluded from the Class (in response to the Court's 2004 notice of class certification), you are not a Class Member. If you previously asked to be excluded from the Class and want to pursue claims against the non-settling Defendant, you must do so in a separate lawsuit. In deciding whether to pursue any individual claim, or whether an individual claim is still viable, you should consult your own attorney.

10. If I previously did *not* ask to be excluded from the Class, can I change my mind now?

If you are a Class Member, you cannot exclude yourself from the Class because the deadline to exclude yourself has passed. Requests for exclusion needed to be postmarked by December 15, 2004, according to the previous Notice issued in this case. However, as a Class Member you may choose not to submit a claim. If you choose not to submit a claim you will not receive any money or benefits from the proposed Settlement.

11. I'm still not sure if I am included?

If you are still not sure whether you are included, you can get help at www._____.com or by calling 1-800-000-0000.

12. What are my rights as a Class Member?

You can file a claim for a payment from the Settlement Fund (*see* Question 15). You can also comment on or object to the proposed Settlement (*see* Question 20).

THE SETTLEMENT BENEFITS

13. What does the Settlement provide?

The HMR Defendants will pay \$100,000,000 into a Settlement Fund (the "Fund"). The HMR Defendants have also agreed to cooperate with the Plaintiffs in the litigation against the non-settling Defendant. After deducting attorneys' fees, costs, and other fees and expenses (*see* Question 19), the Fund will be distributed to Class Members who file valid claims.

As a Class Member, you "release" your claims against the HMR Defendants. Those releases include any claims made (or that could have been made) in this lawsuit. The release is described in more detail in the Settlement Agreement in Section _____. The Settlement Agreement is available at www._____.com.

14. How much money will I get from the Settlement?

Your payment amount cannot be calculated at this time. Your share will depend on (a) the amount of Cipro you purchased between January 8, 1997 and December 31, 2005; (b) the total number of valid claims that are submitted; and (c) the fees, costs and expenses approved by the Court. It is impossible to accurately predict how many people will file claims and the amount of any Court-approved award of attorneys' fees and costs. However, the proposed Plan of Allocation provides for a minimum payment of \$25 to any Class Member who submits a valid claim, regardless of its size, with limited exceptions. The proposed Plan of Allocation is available for review at www._____.com, and will be presented for approval by the Court at the Fairness Hearing (*see* Question 21).

SUBMITTING A CLAIM FORM

15. How can I get money from the Settlement?

To receive money from the Settlement, you must complete and submit a Claim Form (attached). Claim Forms are also available at www._____.com. Please read this Notice and the Claim Form carefully, fill out the form, include all the information and documents it asks for, sign it, and mail it postmarked no later than Month 00, 2016. For more information or to submit your Claim Form online visit www._____.com.

Consumers

- If you previously filed a Claim Form without supporting documentation and received payment from the Bayer Settlement for purchases between January 8, 1997 and October 31, 2004 and received a flat \$25 payment you will not receive additional payment for these purchases. You may however provide your purchase information and the required documentation for purchases from November 1, 2004 through December 31, 2005 for additional funds from this settlement, or you may file a claim and state you do not have the supporting documentation, and you may be entitled to an additional \$25.
- If you filed a Claim Form in the Bayer Settlement and received an amount other than \$25, you should complete this Claim Form and provide additional information related to your purchases from November 1, 2004 through December 31, 2005. If you do not provide additional purchase information for November 1, 2004 through December 31, 2005 your payment will be based on the purchase information that you previously provided.
- If you did not file a claim and receive money from the Bayer Settlement and wish to receive money from this settlement, you must complete and submit a Claim Form (attached). Claim Forms are also available at www._____.com

Third-Party Payors

- If you previously filed a Claim Form and received payment from the Bayer Settlement for purchases between January 8, 1997 and October 31, 2004 you only need to provide additional information related to your purchases from November 1, 2004 through December 31, 2005. If you did not file a claim and receive money from the Bayer Settlement and wish to receive money from this settlement, you must complete and submit a Claim Form (attached). Claim Forms are also available at www._____.com

16. When will I get my payment?

The Court will hold a hearing on Month 00, 2016, to decide whether to approve the Settlement. If the Court approves the Settlement, there still may be appeals of that decision. It is hard to estimate how long it might take for any appeals to be resolved, but it can take a lot of time, perhaps more than a year.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement website, www._____.com.

THE LAWYERS REPRESENTING YOU

17. Must I Attend The Final Approval Hearing?

The Court appointed the following law firms as Class Counsel:

Eric B. Fastiff LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29 th Floor San Francisco, CA 94111 (415) 956-1000 efastiff@lchb.com	Dan Drachler ZWERLING, SCHACHTER & ZWERLING, LLP 1904 Third Avenue, Suite 1030 Seattle, WA 98101-1170 (206) 223-2053 ddrachler@zsz.com	Joseph R. Saveri JOSEPH SAVERI LAW FIRM, INC. 555 Montgomery Street, Suite 1210 San Francisco, CA 94111 (415) 500-6800 jsaveri@saverilawfirm.com
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Class Members are also represented by the following law firm:

Ralph Kalfayan
Krause, Kalfayan, Slavens &
Benink, LLP
550 West C Street, Suite 530
San Diego, CA 92101
(619) 232-0331
rkalfayan@kkbs-law.com

Together these law firms are called "Plaintiffs' Counsel."

18. Should I get my own lawyer?

You do not need to hire your own lawyer because Plaintiffs' Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask him or her to appear in Court for you if you want someone other than Plaintiffs' Counsel to speak for you. You may also appear for yourself without a lawyer.

19. How will the lawyers be paid?

Plaintiffs' Counsel will ask the Court to approve payment of up to _____ of the Settlement Fund to them for attorneys' fees, as well as to reimburse them for litigation costs they advanced in pursuing the claims. The fees would compensate Plaintiffs' Counsel for investigating the facts, litigating the case (including through appeals), and negotiating and administering this Settlement. Plaintiffs' Counsel will also ask the Court to approve payments of \$_____ to each of the individual Class Representatives and \$_____ to the Third-Party Payor Class Representatives to compensate them for their service to the Class.

Plaintiffs' Counsel may seek additional attorneys' fees, costs, and expenses from any future settlement or recovery obtained from non-settling defendants.

The costs of providing this Notice and administering this Settlement are being paid from the Settlement Fund.

You do not need to hire your own lawyer because Plaintiffs' Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask him or her to appear in Court for you if you want someone other than Plaintiffs' Counsel to speak for you. You may also appear for yourself without a lawyer.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter saying that you object to the proposed Settlement in *Cipro Cases I & II*. Be sure to include:

- Your name, address, telephone number, and signature;

- A detailed list of any ~~c~~ objections that you or your lawyer have ~~r~~ to any class action settlements submitted to any court in the United ~~States~~ in the previous five (5) years; and
- A detailed statement of your objection, including the grounds for the objection together with any documents you think support it.

Mail the objection by First Class U.S. Mail, postmarked no later than Month 00, 2016, to:

Cipro Settlement
P.O. Box 0000
City, ST 00000

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at XX:XX a.m. on Month 00, 2016 in Courtroom ____ of the San Diego Superior Court, located at 330 West Broadway, San Diego, California 92101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing.

The Court may also decide how much to pay to Plaintiffs' Counsel in fees and expense reimbursements. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this Notice. Be sure to check the website, www._____.com, for news of any such changes.

22. Do I have to come to the Fairness Hearing?

No. Plaintiffs' Counsel will answer any questions the Court may have. Of course, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Cipro Cases I & II*." You must mail your Notice of Intention to Appear, postmarked no later than Month 00, 2016 to the addresses shown in the answer to Question 17 above. Be sure to include your name, address, telephone number, and your signature.

You cannot speak at the hearing if you previously excluded yourself from the Class.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Class Member who did not previously opt out, and you do nothing now, you'll get no money from this Settlement and you won't be able to collect any damages from the HMR Defendants for its alleged Cipro overcharges in California.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement; more details are in the proposed Settlement Agreement itself. You can get a copy of the Settlement Agreement at www._____.com.

26. How do I get more

information?

The website www.CiproSettlement.com provides answers to common questions about the Settlement, Claim Forms, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

You may also call or write to the Settlement Administrator at:

Cipro Settlement
P.O. Box 0000
City, ST 00000

**PLEASE DO NOT CONTACT THE COURT. ANY QUESTIONS ABOUT THIS NOTICE OR THE SETTLEMENT
SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR AND/OR TO COUNSEL.**

You may also seek the advice and counsel of your own attorney at your own expense, if you desire.

Dated: _____, 2016

By Order of the Court
Judge of the Superior Court of California
County of San Diego

If You Paid for the Antibiotic Cipro in California

You Could Get Money from a Class Action Settlement

A partial Settlement has been reached in a class action lawsuit involving the antibiotic drug Cipro. The lawsuit claims that Bayer Corporation, Barr Laboratories, Inc., Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., and The Rugby Group, Inc. (the "Defendants") violated antitrust and consumer protection laws by agreeing not to compete with each other and keeping lower cost generic versions of Cipro off the market. The Defendants deny this. No one is claiming that Cipro is unsafe or ineffective.

WHAT DOES THE SETTLEMENT PROVIDE?

Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., and The Rugby Group, Inc. have agreed to pay \$100 million into a Settlement Fund (the "Fund"). After deducting attorneys' fees, costs, and other fees and expenses, the Fund will be distributed to Class members who file valid claims. Payments will be based on the number of valid claims filed and how much you paid for Cipro. It is estimated that consumers will receive at least \$25 each. The Settlement Agreement, available at the website www._____.com, contains more details. The Settlement Agreement involves only Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., and The Rugby Group, Inc. Bayer Corporation previously settled. The case will continue against Barr Laboratories, Inc.

WHO IS INCLUDED?

Generally you are included if you paid a pharmacy, doctor's office, or hospital for some or all of a Cipro prescription in California between January 8, 1997 and December 31, 2005.

Excluded from the Class are all persons who obtained Cipro through MediCal Prescription Drug Program, anyone who purchased Cipro in order to resell it, governmental entities, the Defendants and their related entities, all purchasers of Cipro who paid a flat co-payment and who would have paid the same co-payment for a generic substitute under the terms of their health insurance policy, and all persons or parties that have excluded themselves from the Class.

HOW TO GET A PAYMENT

Class Members must submit a Claim Form to get a payment. If you submitted a Claim Form and received payment in the Bayer settlement, visit the website www._____.com for more information. The information from your previous Claim Form will be used to calculate your share of this settlement. The Claim Form, and instructions on how to submit it, are available at www._____.com or by calling 1-800-000-0000. The deadline to submit a Claim Form is Month 00, 0000.

YOUR OTHER RIGHTS AND OPTIONS

If you are a Class Member, your right to exclude yourself from the Class (to opt out) expired in 2004, when the Class was certified and the original notice was disseminated. You may comment on or object to the proposed Settlement. To do so, you must act by Month 00, 0000. Details on how to comment or object are at www._____.com.

The Court will hold a hearing on Month 00, 0000 to consider whether to finally approve the Settlement and whether to approve Class Counsel's application for attorneys' fees of up to \$__, plus expenses, and service awards for the Class Representatives.

FOR MORE INFORMATION AND A CLAIM FORM

Visit: www._____.com Call 1-800-000-0000

Legal Notice

**Third-Party Payors That Paid for Cipro
Could Get Money from a Class Action Settlement**

A partial Settlement has been reached in a class action lawsuit involving the antibiotic Cipro. The lawsuit claims that Bayer Corporation, Barr Laboratories, Inc., Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., and the Rugby Group, Inc. (the "Defendants") violated antitrust and consumer protection laws by agreeing not to compete with each other and keeping lower cost generic versions of Cipro off the market. The Defendants deny this. No one is claiming that Cipro is unsafe or ineffective. Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., and The Rugby Group, Inc. will pay \$100 million into a Settlement Fund to pay for claims, attorneys' fees, and notice and administrative costs. The Settlement involves only Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., and The Rugby Group, Inc. Bayer Corporation previously settled, the case will continue against the remaining Defendant Barr Laboratories, Inc..

Who Is Included? Generally, insurers, union and employee welfare benefit plans, and other organizations are included if they paid for some or all of a Cipro prescription obtained by one of their California members between January 8, 1997 and December 31, 2005.

What Can You Get? Payments will be based on the number of valid claims filed and how much your company paid for Cipro. More details are available in the Plan of Allocation available at www._____.com or by calling 1-800-000-0000.

How To Get A Payment? Third-Party Payors ("TPPs") must submit a Claim Form to get a payment. If you previously submitted a Claim Form for this case, you must provide additional information for your purchases from November 1, 2004 through December 31, 2005. The Claim Form, and instructions on how to submit it, are available at www._____.com or by calling 1-800-000-0000. The deadline to submit a Claim Form is **Month 00, 201_**.

Your Other Rights? If a TPP is in the Class, its rights to exclude itself from the Settlement expired in 2004, when the Class was certified and the original notice disseminated. If a TPP is in the Class, it may object to the Settlement by **Month 00, 0000**. The Court will hold a hearing on **Month 00, 0000** to consider whether to approve the Settlement and a request for attorneys' fees up to \$XX million, reimbursement of costs, and service awards for the Class Representatives. You can appear at the hearing, but you don't have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing.

For more information and/or to obtain a Claim Form: **1-800-000-0000** www._____.com

Court-Ordered Legal Notice

SETTLEMENT ADMINISTRATOR

c/o _____

PO BOX 00000

MILWAUKEE, WI 00000-0000

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
MILWAUKEE, WI
PERMIT NO. _____

Important Notice About Cipro Settlement

Name

Address

City State, Zip Code

For more information and/or to obtain a Claim Form:

1-800-000-0000

www._____.com

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

IN RE:
CIPRO CASES I & II

Judicial Council Coordination Proceeding
Nos. 4154 & 4220

INSTRUCTIONS FOR SUBMITTING YOUR PROOF OF CLAIM

In order to qualify to receive a payment from this Settlement in *Cipro Cases I & II*, as described in the Notice of Settlement, you must file the attached Proof of Claim form either on paper or electronically on the Settlement website, and you may need to provide certain requested documentation to substantiate your claim.

- If you previously filed a Claim Form and received payment from the Bayer Settlement for purchases between January 8, 1997 and October 31, 2004 and received a flat \$25 payment you will not receive additional payment for these purchases. You may however provide your purchase information and the required documentation for purchases between November 1, 2004 through December 31, 2005 for additional funds from this settlement. If you provide additional purchase information and do not provide documentation you may be entitled to an additional \$25.
- If you filed a Claim Form in the Bayer Settlement and received an amount other than \$25, you should complete this Claim Form and provide additional information related to your purchases from November 1, 2004 through December 31, 2005. If you do not provide additional purchase information for November 1, 2004 through December 31, 2005 your payment will be based on the purchase information that you previously provided.

REQUIREMENTS FOR FILING THE ATTACHED PROOF OF CLAIM FORM

Your Claim will be considered only if you meet the following conditions:

1. You must accurately complete all required portions of the attached Proof of Claim form.
2. You must sign the Proof of Claim form, which includes the Certification. If you submit the form electronically, your electronic signature and submission of the form will have the same force and effect as if you signed the form on paper.
3. By signing and submitting the Proof of Claim form, you are swearing under penalty of perjury that you paid or reimbursed for Cipro brand prescription ciprofloxacin in the State of California between January 8, 1997 and December 31, 2005, and that you did not resell the Cipro.
4. If you are an Authorized Agent, attach a separate sheet stating the name and contact information of the Class Member, as well as the capacity in which you are submitting the claim and proof of your authority to do so.
5. You have two options for completing a Proof of Claim form:
 - i. You can mail the completed and signed Proof of Claim form and Certification by First-Class U.S. Mail, postage prepaid, postmarked no later than _____, 0000, to:

Cipro Settlement
c/o _____
P.O. Box 00000
Milwaukee, WI 00000

OR
 - ii. You can complete and submit the Proof of Claim form and Certification using the Claims Administrator's Settlement Website, www._____.com. Upon completion of the online Proof of Claim form, you will receive an acknowledgement that your claim has been 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 Proof of Claim form in hard copy.
6. Your failure to complete and submit the Proof of Claim form postmarked or filed online by _____, 0000, will prevent you from receiving any payment from this Settlement. Submission of this Proof of Claim form does not assure that you will share in the payments related to *Cipro Cases I & II*. If the Claim Administrator disputes a material fact concerning your Claim, you will have the right to present information in a dispute resolution process. For more information on this process, visit www._____.com.

MUST BE POSTMARKED
ON OR BEFORE
MONTH 00, 0000

Superior Court of the State of California
County of San Diego

CIPRO CASES I & II
Judicial Council Coordination Proceedings Nos. 4154 and 4220

FOR OFFICIAL USE ONLY



CONSUMER PROOF OF CLAIM

YOUR CLAIM MUST BE POSTMARKED ON OR BEFORE MONTH 00, 0000

Mail your claim to:

CIPRO SETTLEMENT
P.O. BOX 00000
MILWAUKEE, WI 00000

Submit the Proof of Claim form using the Claims Administrator's Website, www._____.com

Section A: Claimant Identification

Claimant's Name

Agent/Legal Representative

Street Address

City

State

Zip Code

Daytime Telephone Number

E-Mail Address

Section B: Should I File a Claim Form

Please answer the following questions in order to determine if the Claimant is eligible for cash from the Proposed Settlement:

Did you pay a flat co-payment for Cipro and would you have paid the same co-payment for a generic substitute under the terms of your health insurance?

☐ Yes

☐ No

Did you receive a flat payment of \$25 from the previous settlement with Bayer and have no additional purchases of Cipro from November 1, 2004 through December 31, 2005?

☐ Yes

☐ No

If you answered Yes to either of the questions, you are **NOT** eligible for cash from this Proposed Settlement.

Section C: Amount Claimed

Only complete either Part I or Part II below

Part I - Class Members that received a payment from the Cipro Bayer Settlement.

Please type or print in the box below, the total amount of the Class Member's out-of-pocket expenditures for purchases or reimbursement of Cipro® brand prescription ciprofloxacin in California between November 1, 2004 and December 31, 2005, inclusive.

Please attach claim documentation supporting your claim with this form (see Section D below).

CIPRO® BRAND PRESCRIPTION CIPROFLOXACIN	TOTAL AMOUNT PAID
Purchases or Reimbursements from November 1, 2004 to December 31, 2005, inclusive.	\$

Part II - Class Members that DID NOT receive a payment from the Cipro Bayer Settlement.

Please answer the questions below and type or print in the box below, the total amount of the Class Member's out-of-pocket expenditures for purchases or reimbursement of Cipro® brand prescription ciprofloxacin in California between January 8, 1997 and December 31, 2005, inclusive.

Please attach claim documentation supporting your claim with this form (see Section D below).

CIPRO® BRAND PRESCRIPTION CIPROFLOXACIN	TOTAL AMOUNT PAID
Purchases or Reimbursements from January 8, 1997 to December 31, 2005, inclusive.	\$

Section D: Note Regarding Documentation

Any one of the following is acceptable as claim documentation for Cipro® brand prescription ciprofloxacin purchased or reimbursed between January 8, 1997 and December 31, 2005, inclusive:

- 1) Itemized receipts, cancelled checks, or credit card statement that shows a payment for Cipro; or
- 2) An EOB (explanation of benefits) from your insurer that shows you paid for Cipro; or
- 3) Records from your pharmacy showing that you paid for Cipro.

If you don't have documentation of the Class Member's Cipro purchases between January 8, 1997 and December 31, 2005, the claim may be capped at 80% of the amount claimed.

Please note the Claims Administrator may ask for additional proof of payment.

Section E: Certification

I have read and am familiar with the contents of the Instructions accompanying this Claim Form. I certify that the information I have set forth in the above Proof of Claim and in any documents attached by me are true, correct and complete to the best of my knowledge. I certify that I or the Class Member I represent paid the total amount set forth above in out-of-pocket expenditures for purchases or reimbursements of Cipro® brand prescription ciprofloxacin in California during the period January 8, 1997 to December 31, 2005, inclusive. I further certify that I or the Class Member I represent did not opt out of the certified Class in these Actions, and did not obtain the Cipro indicated on the Proof of Claim form above through the MediCal Prescription Drug Program. Nor did I or the represented Class Member purchase such Cipro for purposes of resale. In addition, I have not (or the represented Class Member has not) served as an officer, director, agent, or employee of Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., or The Rugby Group, Inc., or a corporate parent, subsidiary, affiliate, or other related entity thereof; or a judge or justice assigned to hear any aspect of this lawsuit.

To the extent I have been given authority to submit this Proof of Claim by a Class Member on its behalf, and accordingly am submitting this Proof of Claim in the capacity of an Authorized Agent with authority to submit it by the Class Member identified on a separate sheet of paper submitted with this form, and to the extent I have been authorized to receive on behalf of this Class Member(s) any and all amounts that may be allocated to it from the Settlement Fund, I certify that such authority has been properly vested in me and that I will fulfill all duties I may owe the Class Member. In the event amounts from the Settlement Fund are distributed to me and a Class Member later claims that I did not have the authority to claim and/or receive such amounts on its behalf, 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 the Class Member.

I hereby submit to the jurisdiction of the Superior Court of the State of California, County of San Diego for all purposes connected with this Proof of Claim, including resolution of disputes relating to this Proof of Claim. I acknowledge that any false information or representations contained herein may subject me to sanctions, including the possibility of criminal prosecution. I agree to supplement this Proof of Claim by furnishing documentary backup for the information provided herein, upon request of the Settlement Claims Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Proof of Claim form was executed this _____ day of _____, 201__.

Signature

Print or Type Name

Mail the completed Claim Form postmarked on or before Month 00, 0000, along with proof of payment, if required, to the following address:

Cipro Settlement
c/o _____
P.O. Box 00000
Milwaukee, WI 53217

Toll-Free Telephone: 1-800-000-0000

Website: www._____.com

REMINDER CHECKLIST:

1. Please complete and sign the above Proof of Claim form. Attach or upload any documentation supporting your claim.
2. Keep a copy of your Proof of Claim form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Proof of Claim form, 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 via the Settlement Website or U.S. Mail (the addresses are listed in the Notice).

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

IN RE:
CIPRO CASES I & II

Judicial Council Coordination Proceeding
Nos. 4154 & 4220

INSTRUCTIONS FOR SUBMITTING YOUR PROOF OF CLAIM

In order to qualify to receive a payment from this Settlement in *Cipro Cases I & II*, as described in the Notice of Settlement, you must file the attached Proof of Claim form either on paper or electronically on the Settlement website, and you may need to provide certain requested documentation to substantiate your claim.

If you previously filed a Claim Form and received payment from the Bayer Settlement for purchases between January 8, 1997 and October 31, 2004 you only need to provide additional information related to your purchases from November 1, 2004 through December 31, 2005.

REQUIREMENTS FOR FILING THE ATTACHED PROOF OF CLAIM FORM

Your Claim will be considered only if you meet the following conditions:

1. If you are a Class member (i.e., health insurance company/HMO, self insured employee health plan, self-insured union health & welfare fund, etc.), you must accurately complete all required portions of the attached Proof of Claim form in "**Part I, Section A - COMPANY OR HEALTH PLAN CLASS MEMBER ONLY**," in addition to the other information requested by this Claim Form.
2. You must sign the Proof of Claim form, which includes the Certification. If you submit the form electronically, your electronic signature and submission of the form will have the same force and effect as if you signed the form on paper.
3. By signing and submitting the Proof of Claim form, you are swearing under penalty of perjury that you paid or reimbursed for the Cipro brand prescription ciprofloxacin purchased in the State of California listed on the Claim Form, and that you did not resell the Cipro.
4. If you are an Authorized Agent of one or more Class Members, you must provide the information requested in **Part 1, Section B - "AUTHORIZED AGENT ONLY,"** in addition to the other information requested by this Claim Form, as well as providing the capacity in which you are submitting the claim and proof of your authority to do so.

In addition, if you are the Authorized Agent of a third-party payor such as a health insurance company, by signing and submitting the Proof of Claim form you certify that the Cipro for which that third-party payor paid or reimbursed was intended for consumption by or for your members, participants, employees or insureds.

5. You have two options for completing a Proof of Claim form:

- a) You can mail the completed and signed Proof of Claim form and Certification by First-Class U.S. Mail, postage prepaid, postmarked no later than _____, 0000, to:

Cipro Settlement
c/o _____
P.O. Box 00000
Milwaukee, WI 00000

OR

- b) You can complete and submit the Proof of Claim form and Certification using the Claims Administrator's Settlement Website, www._____.com. Upon completion of the online Proof of Claim form, you will receive an acknowledgement that your claim has been 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 Proof of Claim form in hard copy.

6. Your failure to complete and submit the Proof of Claim form postmarked or filed online by _____, 0000, will prevent you from receiving any payment from this Settlement. Submission of this Proof of Claim form does not assure that you will share in the payments related to *Cipro Cases I & II*. If the Claim Administrator disputes a material fact concerning your Claim, you will have the right to present information in a dispute resolution process. For more information on this process, visit www._____.com.
-

CLAIM DOCUMENTATION INSTRUCTIONS

You must provide all the information requested in Part II of the Claim Form. If you are claiming more than \$300,000 in net purchase amounts, you must also provide data and information sufficient to show the total purchase amounts of Cipro that you are claiming. Your claimed purchase amounts of Cipro must be net of co-pays, deductibles, and co-insurance.

It is mandatory that you provide the data for all categories listed below.

- a) **Unique patient identification number or code**
- b) **NDC Number (a list of NDC Numbers is included with this Claim Form) -- e.g., 00000-0000-00**
- c) **Fill Date or Date of Service -- e.g., 01/01/2007**
- d) **Location (State) of Service -- e.g., CA**
- e) **Amount Billed (not including dispensing fee) -- e.g., 40.00**
- f) **Amount Paid by TPP net of co-pays, deductibles, and co-insurance -- e.g., 20.00**
- g) **Plan or Group Name**

If you are submitting a Claim Form on behalf of multiple Class members, also provide the following information for each prescription:

- h) **Plan or Group FEIN -- provide group number for each transaction**

For your convenience, an exemplar spreadsheet containing these categories is attached at the end of this Claim Form. In addition, an Excel spreadsheet can be downloaded from the Settlement website, www._____.com. Please use this format if possible. A list of the NDCs that will be considered by the Claims Administrator is provided following the exemplar spreadsheet.

If possible, please provide the electronic data in either Microsoft Excel format or ASCII flat file pipe "|" or tab delimited or fixed-width format.

Please contact the Claims Administrator at 1-800-000-0000 with any questions about the required claims data.

MUST BE POSTMARKED ON
OR BEFORE
MONTH 00, 0000

**Superior Court of the State of California
County of San Diego**

CIPRO CASES I & II
Judicial Council Coordination Proceedings Nos. 4154 and 4220

FOR OFFICIAL USE ONLY



THIRD-PARTY PAYOR PROOF OF CLAIM AND RELEASE

Use Blue or Black Ink Only

**ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR
NOT INDIVIDUAL CONSUMERS**

PART I – CLAIMANT IDENTIFICATION

SECTION A

**ONLY IF YOU ARE FILING AS A CLASS MEMBER FOR
YOUR COMPANY'S HEALTH PLAN**

OR

SECTION B

**ONLY IF YOU ARE AN AUTHORIZED AGENT FILING
ON BEHALF OF ONE OR MORE CLASS MEMBERS**

Section A: Company or Health Plan Class Member Only

Company or Health Plan Name

Contact Name

Mailing Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since January 8, 1997.

☐

Health Insurance Company/HMO

☐

Self-Insured Employee Health Plan

☐

Self-Insured Health & Welfare Fund

☐

Other (Explain)

Section B: Authorized Agent Only

**** As an Authorized Agent, please check how your relationship with the Class Member(s) is best described:**

☐

Third-Party Administrator

☐

Pharmacy Benefits Manager

☐

Other (Explain):

Authorized Agent's Firm Name

Contact Name

Street Address

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every Class Member (i.e., Company or Health Plan) for whom you have been duly authorized to submit this Claim Form (attach additional sheets to this Proof of Claim as necessary). Alternatively, you may submit the requested list of Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file saved on a disk. Please contact the Claims Administrator to determine what formats are acceptable.

CLASS MEMBER'S NAME

CLASS MEMBER'S FEIN

PART II – AMOUNT CLAIMED

Only complete one Section below

Section A - Class Members that received a payment from the Cipro Bayer Settlement.

Please type or print in the box below, the total amount of the Class Member's out-of-pocket expenditures for purchases or reimbursement of Cipro® brand prescription ciprofloxacin in California between November 1, 2004 and December 31, 2005, inclusive. This total amount equals the amount the Class Member paid or reimbursed minus any discounts, rebates, samples and reimbursements. Please attach or upload documents supporting your claim with this form.

CIPRO® BRAND PRESCRIPTION CIPROFLOXACIN	TOTAL AMOUNT PAID
Purchases or Reimbursements from November 1, 2004 to December 31, 2005, inclusive.	\$

Section B - Class Members that **DID NOT** receive a payment from the Cipro Bayer Settlement.

Please type or print in the box below, the total amount of the Class Member's out-of-pocket expenditures for purchases or reimbursement of Cipro® brand prescription ciprofloxacin in California between January 8, 1997 and December 31, 2005, inclusive. This total amount equals the amount the Class Member paid or reimbursed minus any discounts, rebates, samples and reimbursements. Please attach or upload documents supporting your claim with this form.

CIPRO® BRAND PRESCRIPTION CIPROFLOXACIN	TOTAL AMOUNT PAID
Purchases or Reimbursements from January 8, 1997 to December 31, 2005, inclusive.	\$

If you are a third-party payor Class Member (such as an insurance company) and you don't have documentation of your Cipro purchases between January 8, 1997 and December 31, 2005, your claim (up to \$300,000 in purchases) may be capped at 80% of the amount claimed. However, if you are claiming more than \$300,000 in Cipro purchases between January 8, 1997 and December 31, 2005, you must submit claim documentation by attaching it, or your entire claim will be denied. Instruction on how to do so are found in the Claim Documentation Instructions on Page 2. If your total net claim is \$300,000 or less, you need not provide complete claims data with this Claim Form, but the Claims Administrator may require supporting documentation.

PART III – CERTIFICATION

I (We) have read and am (are) familiar with the contents of the Instructions accompanying this Claim Form. I (We) certify that the information I (we) have set forth in the above Proof of Claim and in any documents attached by me (us) are true, correct and complete to the best of my (our) knowledge. I (We) certify that I (we) of the Class Member(s) I (we) represent paid the total amount set forth above in out-of-pocket expenditures for purchases or reimbursements of Cipro® brand prescription ciprofloxacin in California during the period January 8, 1997 to December 31, 2005, inclusive. I (We) further certify that I (we) or the Class Member(s) I (we) represent did not opt out of the certified Class in these Actions, and did not obtain the Cipro indicated on the Proof of Claim form above through the MediCal Prescription Drug Program. Nor did I (we) of the represented Class Member(s) purchase such Cipro for purposes of resale. In addition, I (we) have not (or the represented Class Member(s) has not) served as an officer, director, agent, or employee of Hoechst Marion Roussel, Inc., Watson Pharmaceuticals, Inc., or The Rugby Group, Inc., or a corporate parent, subsidiary, affiliate, or other related entity thereof; or a judge of justice assigned to hear any aspect of this lawsuit.

To the extent I (we) have been given authority to submit this Proof of Claim by a Class Member(s) on its behalf, and accordingly am submitting this Proof of Claim in the capacity of an Authorized Agent with authority to submit it by the Class Member(s) identified on a separate sheet of paper submitted with this form, and to the extent I (we) have been authorized to receive on behalf of this Class Member(s). In the event amounts from the Settlement Fund are distributed to me (us) and a Class member(s) later claims that I (we) did not have authority to claim and/or receive such amounts on its behalf, I (we) and/or my (our) employer will hold the Class, counsel for the Class, and the Settlement Administrator harmless with respect to any claims made by the Class Member(s).

I (We) hereby submit to the jurisdiction of the Superior Court of the State of California, County of San Diego for all purposes connected with the Proof of Claim, including resolution of disputes relating to this Proof of Claim. I (we) acknowledge that any false information or representations contained herein may subject me (us) to sanctions, including the possibility of criminal prosecution. I (we) agree to supplement this Proof of Claim by furnishing documentary backup for the information provided herein, upon request of the Settlement Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Proof of Claim form was executed this _____ day of _____, 201__.

Signature

Position/Title

Print Name

Date

Mail the completed Claim Form, along with any supporting documentation as described in Claim Documentation Instructions on page 2 above, postmarked on or before Month 00, 0000 to:

Cipro Settlement

c/o _____

P.O. Box 00000

Milwaukee, WI 53217

Toll-Free Telephone: 1-800-000-0000

Website: www._____.com

REMINDER CHECKLIST:

1. Please complete and sign the above Proof of Claim form. Attach or upload any documentation supporting your claim.
2. Keep a copy of your Proof of Claim form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Proof of Claim form, 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 via the Settlement Website or U.S. Mail (the addresses are listed in the Notice).