

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION

IN RE: TERAZOSIN HYDROCHLORIDE
ANTITRUST LITIGATION

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

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND FAIRNESS HEARING**

TO: ALL CONSUMERS (NATURAL PERSONS) WHO HAVE AT ANY TIME FROM OCTOBER 15, 1995 THROUGH MARCH 7, 2005 (THE “CLASS PERIOD”) PAID ALL OR PART OF THE PURCHASE PRICE OF HYTRIN® OR ITS AB-RATED GENERIC BIOEQUIVALENTS (“TERAZOSIN PRODUCTS”) INCLUDING ALL FORMS OF TERAZOSIN HYDROCHLORIDE OTHER THAN FOR RESALE, IN ALABAMA, CALIFORNIA, FLORIDA, ILLINOIS, KANSAS, MAINE, MICHIGAN, MINNESOTA, MISSISSIPPI, NEVADA, NEW MEXICO, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, SOUTH DAKOTA, TENNESSEE, WEST VIRGINIA OR WISCONSIN, OR VIA MAIL FOR RESIDENTS OF SUCH STATES.

THIS NOTICE EXPLAINS YOUR RIGHTS - PLEASE READ IT CAREFULLY

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

PURPOSE OF THIS NOTICE

- A settlement has been proposed in a class action lawsuit involving disputed claims alleging violations of antitrust and consumer protection laws through conduct relating to the sale of Terazosin Products, which are prescription drugs used to treat hypertension and enlarged prostate. This lawsuit does not involve the safety or effectiveness of Terazosin Products.
- The settlement will provide payments to those who submit valid claims, plus expenses and costs of notice and administration of the settlement, as well as fees and litigation costs incurred by the lawyers appointed by the United States District Court for the Southern District of Florida (the “Court”), subject to Court approval.

<i>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</i>	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to be part of any other lawsuit against the Defendants about the legal claims alleged in this case.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the settlement.
DO NOTHING	Get no payment. Give up rights to be part of any other lawsuit against Defendants about the legal claims alleged in this case.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement, and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit, including the right to claim money, and about all of your options, before the Court decides whether to give "final approval" to the settlement. If the Court approves the settlement, and after any appeals are resolved, payments will be made to everyone who submitted a valid claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

2. What is the lawsuit about?

Between 1999 and 2001, a number of Consumer Plaintiffs (including Martin Bernstein, Lavera Grosskrueger, David Grund, William Mednick, Albert J. Meyer, Willie O'Neal, and Victor Scafani) and Third Party Payer Plaintiffs (including Cobalt Corporation (formerly known as United Wisconsin Services, Inc. and now known as Crossroads Acquisition Corporation), Blue Cross and Blue Shield of Alabama, and Blue Cross and Blue Shield of Michigan) (collectively, the "Indirect Purchaser Plaintiffs" or "IPPs") filed lawsuits against Abbott Laboratories ("Abbott"), and Geneva Pharmaceuticals, Inc. ("Geneva") (now known as Sandoz Inc.) (collectively "Defendants"). The cases were consolidated in the United States District Court for the Southern District of Florida, where they have been proceeding under the name *In re Terazosin Hydrochloride Antitrust Litig.*, MDL No. 1317. The Plaintiffs contend that Defendants allegedly violated antitrust and consumer protection laws through conduct relating to the sale of Terazosin Products. The Defendants have denied all wrongdoing and have asserted a number of defenses to the claims against them. This case does not involve the safety or effectiveness of Terazosin Products.

In 2001, the States of Florida, Kansas, and Colorado, through their respective Attorneys General, after conducting factual investigations, filed their own complaint in this case, in the same Florida federal court. The States asserted claims on their own behalf, on behalf of certain governmental entities and, in the case of Florida and Kansas, on behalf of consumers in those states. The Attorney General for the State of Florida was appointed by the Court as State Liaison Counsel. The Defendants have also denied all wrongdoing alleged in the States' complaint and have asserted defenses to those claims as well.

Over the past five years, the Parties have engaged in extensive pretrial discovery and motions practice. Since 1999, the IPPs and Plaintiff States have cooperated in and coordinated their efforts for the benefit of the Consumers, Third Party Payers and governmental entities they represent. They have conducted extensive economic and factual investigation relating to the claims, underlying events, and transactions alleged in the Complaints, including review of in excess of a million pages of documents, the taking of more than fifty (50) depositions of defense and non-party witnesses, production of data by Plaintiffs, the giving of deposition testimony by various Plaintiffs, consultations with expert witnesses and the taking of expert discovery, and extensive legal research on the applicable statutes and case law of the fifty (50) states and the District of Columbia.

During the course of the case, both Plaintiffs and Defendants have filed numerous motions, including complex motions for summary judgment on novel questions of antitrust and other laws. On August 31, 2004, the Court granted Defendants' motion and denied Plaintiffs' motions related to Plaintiffs' monopolization claims against Abbott under state laws analogous to Section Two of the Sherman Act. The effect of those rulings was to significantly limit the scope of damages Plaintiffs could recover at trial for those claims. On January 5, 2005, the Court granted Plaintiffs' motion and denied Defendants' motions related to Plaintiffs' claims that Defendants had violated certain state laws analogous to Section One of the Sherman Act by entering into an agreement related to patent litigation between the Defendants. However, Plaintiffs would have still been required to prove at trial that Defendants' agreement actually caused Plaintiffs damages. On February 9, 2005, Defendants filed a Petition for Writ of Mandamus with the United States Circuit Court of Appeals for the Eleventh Circuit. As of the date of this Notice, the Eleventh Circuit has not ruled on Defendants' petition.

The IPP Plaintiffs also moved for the certification of classes of "end payers" – Consumers and Third Party Payers – in a number of States. After extensive discovery, briefing and argument, the Court on April 8, 2004 granted the IPP Plaintiffs' motion and certified the end payer classes, as described more fully in later sections of this Notice. The Defendants have appealed the Court's class certification decision to the United States Court of Appeals for the Eleventh Circuit; that appeal was fully briefed as of November 2004, but the appellate court had not decided the appeal as of the date of this Notice.

For more information about the lawsuit, please go to www.TerazosinLitigation.com or call, toll-free, 1-877-886-0283.

3. What are Terazosin Products:

Terazosin Products are commonly used to treat hypertension and enlarged prostate.

4. Why is that a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

The United States District Court for the Southern District of Florida is overseeing this class action lawsuit. The case is known as *In re Terazosin Hydrochloride Antitrust Litigation*, Case No. 99-MDL-1317. The people who sued are called the “Plaintiffs,” and the companies they sued, Abbott and Geneva, are called the “Defendants.”

5. Why is there a Settlement?

Both sides agreed to a settlement to avoid the cost and risk of a trial. The settlement does not mean Defendants did anything wrong or that they violated any laws. The Class Representatives and the lawyers representing them think the settlement is best for all Class members.

WHO IS IN THE SETTLEMENT?

To see if your rights will be affected by this settlement or if you will get money from the settlement, you first have to determine if you are a Class Member.

6. How do I know if I am part of the Settlement?

The Court has certified the following classes: all Consumers and Third Party Payers (such as insurers) who or which paid all or part of the purchase price of Terazosin Products other than for resale, in one or more of the following states – **Alabama, California, Florida, Illinois, Kansas, Maine, Michigan, Minnesota, Mississippi, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, West Virginia, and Wisconsin** – or via mail for delivery to one or more of those same states, at any time during the period October 15, 1995 through March 7, 2005 (the “Class Period”). You are a member of one of these classes if you purchased Terazosin Products in one or more of these states or by mail for delivery to one or more of these states.

The States of Florida, Kansas and Colorado, and certain governmental entities in Florida and Kansas, represented by their State Attorneys General, are also part of this Settlement. Additionally, the Attorneys General of the States of Florida and Kansas have claims on behalf of consumers in those States. Colorado law does not permit the State Attorney General to represent consumers in a case like this one, and Colorado consumers are not part of this settlement.

7. Are there exceptions to being included?

Yes. Excluded from the Settlement are Defendants and any of their officers and directors, governmental entities, other than the States of Colorado, Florida and Kansas, and certain governmental entities represented by the Attorneys General of Florida and Kansas, direct purchasers of Terazosin Products to the extent of such purchases, entities that purchased Terazosin Products for resale, to the extent of such purchases for resale, and any persons or entities who have suffered no economic injury as a result of Defendants’ allegedly unlawful conduct.

8. How are consumers included?

Consumers who paid all or part of the purchase price of Terazosin Products in **Alabama, California, Florida, Illinois, Kansas, Maine, Michigan, Minnesota, Mississippi, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, West Virginia, and Wisconsin**, or via mail for delivery to one or more of those same states, are included in the settlement.

9. Which entities are included?

Entities, also known as “third party payers” or “TPPs,” include health insurers that paid part or all of the cost of Terazosin Products for their insured patients. Entities may also include employee welfare benefit plans that paid some portion of the purchase price of Terazosin Products for employees or family members of employees insured under these plans.

10. What if I'm not sure whether I'm included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call the toll-free number **1-877-886-0283** with questions. You may also write with questions to the Settlement Administrator at:

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

OR VISIT THE WEBSITE: WWW.TERAZOSINLITIGATION.COM

PLEASE DO NOT CONTACT THE COURT FOR ADDITIONAL INFORMATION

THE SETTLEMENT BENEFITS-WHAT YOU GET

11. What does the Settlement provide?

The Settlement provides for a fund that will initially contain a total of \$30.7 million. After deducting the State Settlement Fund, attorneys' fees and litigation expenses incurred by IPP Plaintiffs during the case, and notice and administrative expenses for the Settlement, the fund will be divided so that 25% will go to consumers, and 75% will go to the third party payers. Incentive Payments will also be made as ordered by the Court for Class Representatives (See question 21). The net fund remaining will be distributed to consumers as well as to third party payers who submit valid claim forms. Depending on the amount of claims made, money may be reallocated between the consumer portion and third party payer portion of the fund based on distribution plans called for in the Settlement Agreement.

12. How much will my payment be?

Your share of the Settlement fund will be paid on a *pro rata* basis, which means it will be based on how much you spent on Terazosin Products from October 15, 1995 through March 7, 2005, and on how many other class members file valid claims. The maximum amount you can receive from the settlement is 100% of the amount you paid for Terazosin Products. For example, if you paid \$100 for Terazosin Products between October 15, 1995 and March 7, 2005, you may receive up to \$100, but you will not receive more than \$100.

13. Which "payments for Terazosin Products" qualify me for money from the Settlement?

All payments you have made for Terazosin Products between October 15, 1995 and March 7, 2005 qualify you for money from the Settlement, except the following: (1) If your co-pay for generic drugs was the same as your co-pay for brand drugs, you cannot claim the amount of your co-pay; (2) If you were reimbursed in full by insurance, you cannot claim the amount that was ultimately paid by insurance. You can't get money back for those amounts, because you did not lose money – that is, you did not suffer economic injury – from the events at issue in this Settlement.

14. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will be releasing Defendants for all the claims identified in Section I.AA. of the Settlement Agreement. The Settlement Agreement is available at www.TerazosinLitigation.com. The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. **The release does not cover any legal claims about the safety or effectiveness of Terazosin Products.**

HOW DO YOU GET A PAYMENT-SUBMITTING A CLAIM

15. How can I get a payment?

To ask for a payment, you must complete the attached Consumer Claim Form ("Claim Form").

Your Claim Form must be postmarked by July 15, 2005, and mailed to:

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

16. When would I get my payment?

Payments will be made to Class Members after the Court grants "final approval" of the Settlement and any appeals are resolved. Please be patient, as distributions may come many months after the claims deadline.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to be a part of this Settlement and you want to keep the right to sue or continue to sue Defendants over the legal issues in this case, then you must take steps to get out. This is called asking to be excluded from or sometimes called "opting out" of the Class.

17. If I exclude myself, can I get money from this Settlement:

No. If you exclude yourself, do not send in a claim form requesting a payment. If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendants in the future. You should be aware, however, that if you choose to exclude yourself the passage of time may have some effect on the amount you may recover in another lawsuit, or your ability to recover at all. If you exclude yourself, you will not be bound by anything that happens in this lawsuit.

18. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this settlement resolves. You must exclude yourself from this Settlement to start or continue your own lawsuit. Remember, the exclusion deadline is **June 15, 2005**.

19. How do I get out of the Settlement?

If you are an individual and wish to be excluded from the Settlement, you MUST send a letter to the Settlement Administrator below so that it is received no later than June 15, 2005. In the letter, be sure to include the name of this case and your name, address and telephone number, and sign your letter.

SETTLEMENT ADMINISTRATOR

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

You can't ask to be excluded on the phone or at the website.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in the case and how do I contact them?

The Court has appointed the following law firms to represent you and other Class Members as "Co-Lead Class Counsel":

Lowey Dannenberg Bemporad
& Selinger, P.C.
The Gateway, 11th Floor
One North Lexington Ave.
White Plains, NY 10601
Phone (914) 997-0500

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

Cohen Milstein Hausfeld & Toll
1100 New York Ave. N.W.
West Tower, Suite 500
Washington, DC 20005
Phone (202) 408-4600

Also representing Florida and Kansas consumers as well as certain Florida and Kansas governmental entities are the Attorneys General of the States of Florida and Kansas. If you want to be represented by your own separate lawyer, you may hire one at your own expense.

21. How will the lawyers be paid?

To be paid for the work they have done in this case, Co-Lead Class Counsel will ask the Court for attorneys' fees not to exceed 30% of the Settlement fund plus reimbursement of their expenses. The Court may award more or less than these amounts. Class Counsel will also ask for up to \$2,500 for each of the Consumer Class Representatives and \$40,000 for each of the Third Party Payer Class Representatives to compensate them for the time and expense of prosecuting this case on behalf of the class for over five years.

The Attorney General of the State of Florida, as State Liaison Counsel, along with the Attorneys General of the States of Kansas and Colorado have been involved in the investigation and litigation of this case for nearly five years. The Plaintiff States have worked for the benefit of consumers and certain public entities throughout this case. For these efforts, and subject to Court approval, the Plaintiff States and primarily the State of Florida, as State Liaison Counsel, will ask to be reimbursed up to \$1,625,000 for the fees and costs.

OBJECTIONS

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

If you're a Class member and you do not exclude yourself, you can object to the Settlement, including the amount of Class Counsel's fees and expenses. You should give reasons why you think the Court should not approve it. The Court will consider your views.

You must object in writing. Be sure to include your name, address and telephone number, your signature, the name of the case, and the reasons why you object to the Settlement.

Send the objection to the Settlement Administrator at the address below **postmarked no later than June 15, 2005**. You do not have to appear personally in court, but you may do so.

SETTLEMENT ADMINISTRATOR

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

23. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you cannot object to the Settlement or to the attorneys' fees because the case no longer affects you, and you will not receive any Settlement payment.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend, but you don't have to. You may also ask to speak at the hearing.

24. When and where will the Court decide whether to approve the Settlement:

The Court will hold a Fairness Hearing at 10:00 a.m. on June 28, 2005 at the United States District Court for the Southern District of Florida, Court Room No. 5, 301 North Miami Avenue, Miami, FL. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will decide whether to approve the Settlement and the motion for attorneys' fees, expenses, and awards to the Class Representatives and Plaintiff States. If there are objections, the Court will consider them. The hearing may be moved to a different date without additional notice, so it is a good idea to check www.TerazosinLitigation.com for updated information.

25. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, 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's not necessary.

26. May I speak at the hearing?

To speak at the Fairness Hearing, you must send a letter or other written document saying that the letter or document is your "Notice of Intention to Appear" in *In re Terazosin Hydrochloride Antitrust Litigation*, 99-MDL-1317. Be sure to include your name, address, telephone number, and your signature. You must send your "Notice of Intention to Appear" to the address listed in question 22 above. It must be postmarked no later than **June 15, 2005**.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you do nothing, you will not get any payment from this Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues alleged in this case.

GETTING MORE INFORMATION

28. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at **www.TerazosinLitigation.com** or by calling the toll free number 1-877-886-0283. You may also write with questions to Settlement Administrator at:

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

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

IMPORTANT COURT DOCUMENTS

**Must Be
Postmarked
By October 15, 2005**

CONSUMER CLAIM FORM

For Official Use Only

In Re: Terazosin Hydrochloride Antitrust Litigation

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

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

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

1. Hytrin or Terazosin Hydrochloride Purchaser Name:

(Use name in which prescriptions were written)

2. Address: _____
Street Address

_____ **City** _____ **State** _____ **Zip Code**

3. Date of Birth: ____/____/____

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

5. Telephone Number: (____) _____

6. E-Mail Address (optional): _____

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

Yes No

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

____/____/____ _____/____/____
From *To*

Section 1 – (continued)

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

Doctor's Name: _____

Address and Phone Number: _____

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

Yes No

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

\$ _____

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

1. Your name: _____

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

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

Yes No

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

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

FULL AND GENERAL RELEASE

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

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

Moreover, if the Settlement is finally approved by the Court and becomes effective, each member of the IPP Settlement Classes that has not made a valid and timely election to exclude itself from the IPP Settlement Classes will also be deemed to have expressly waived, released and forever discharged any and all provisions, rights and benefits that may be available under Section 1542 of the California Civil Code (“**Section 1542**”), which provides: “**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have**

materially affected his settlement with the debtor”; or under any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to Section 1542 (each a **“Comparable Law”**). Each Releasor may hereafter discover facts other than or different from those which he, she or it knows or believes to be true, but each Releasor hereby expressly waives and fully, finally and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Releasor also hereby expressly waives and fully, finally and forever settles and releases any and all claims it may have against any Released Party under California’s Unfair Competition Law, § 17200, *et seq.*, of the California Business and Professions Code or any similar, comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are hereby expressly incorporated into the definition of Released Claims.

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

SIGNATURE

DATE

Type or Print Name

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

MAIL BY October 15, 2005 TO:

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

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