

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

In re LIPITOR ANTITRUST LITIGATION

This Document Relates To:

All End-Payor Class Actions

MDL No. 2332

Master Docket No. 3:12-cv-2389 (PGS/JBD)

**PLAN OF ALLOCATION**

This Plan of Allocation will govern distributions from the net proceeds of the \$35 million settlement fund created by the April 29, 2024, Settlement Agreement in *In re Lipitor Antitrust Litigation*, No. 3:12-cv-2389 (D.N.J.), entered into by Plaintiffs, A.F. of L.-A.G.C. Building Trades Welfare Plan; the Mayor and City Council of Baltimore; New Mexico United Food and Commercial Workers Union’s and Employers’ Health and Welfare Trust Fund; Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana; Bakers Local 433 Health Fund; Fraternal Order of Police, Fort Lauderdale Lodge 31, Insurance Trust Fund; Nancy Billington; Emilie Heinle; and Andrew Livezey (collectively, the “Plaintiffs”), on behalf of themselves and the End-Payor Classes defined in the Settlement Agreement, and Defendants Pfizer Inc., Pfizer Ireland Pharmaceuticals, Warner-Lambert Company, and Warner-Lambert Company LLC. (collectively, “Pfizer”). To receive a distribution under this Plan of Allocation, an individual or entity must timely submit a Claim Form and be an Eligible Claimant. The manner in which payments will be allocated and distributed to Eligible Claimants who submit timely Claim Forms is described below. If an individual or entity submitting a Claim Form is not a Class Member or does not provide the required information, then that individual or entity shall not be entitled to any distribution under this Plan of Allocation. If an individual or entity is a Class Member and provides the requisite information, then that individual or entity’s eligibility to participate in this Plan of Allocation and the amount of payment the Eligible Claimant shall receive (if any) is described

below.

**I. General Definitions<sup>1</sup>**

As used in this Plan of Allocation, the following terms shall have the indicated meanings:

1. “Allocation Funds” means the Third-Party Payor Fund and the Consumer Fund, as further defined below:

a. “Consumer Fund” shall mean 20.3% of the Net Settlement Fund, which shall be distributed to Class Members who are individual consumers.

b. “Third-Party Payor Fund” shall mean 79.7% of the Net Settlement Fund, which shall be distributed to Class Members that are third-party payors, not consumers.

2. “Claim Form” shall mean the documents titled “Consumer Claim Form,” and “Third-Party Payor Claim Form,” which are available for download at [www.XXXXXX.com](http://www.XXXXXX.com), or by calling 1-800-xxx-xxxx. The timeliness and validity of a Claimant’s Claim Form are set forth in the Class Notice and shall be determined by the Claims Administrator.

3. “Claims Administrator” means Epiq Class Action and Claims Solutions, Inc.

4. “Class Member” means any individual or entity falling within the definition of the Classes certified by this Court and who/which has not opted out of the Classes.

5. “Class Notice” mean the legal notice authorized by the Court.

6. “Class States” means Arizona, California, Washington, D.C., Florida, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, West Virginia, and Wisconsin.

7. “Eligible Claimant” means a Class Member who submits a Claim Form that is

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<sup>1</sup> If not otherwise defined herein, capitalized terms shall be as defined in the Settlement Agreement.

accepted in whole or in part by the Claims Administrator. Class opt-outs are not Eligible Claimants.

8. “Class Counsel” means the law firms of Cohen Milstein Sellers & Toll PLLC, Wexler Boley & Elgersma LLP, Motley Rice LLC, and Grant & Eisenhofer P.A.

9. “Net Settlement Fund” means the Settlement Fund Amount (\$35,000,000), less Court-approved attorneys’ fees, reimbursement of costs and expenses, taxes, service awards, and fees and costs associated with issuing notice and claims and escrow administration in accordance with the Settlement.

10. “Notice” shall mean the legal notice authorized by the Court in the Civil Action 3:12-cv-2389 (D.N.J.), to be disseminated to the End-Payor Classes of Lipitor and AB-rated generic versions of Lipitor.

11. “Qualifying Claim” shall mean (i) for consumers, the amount paid for the prescriptions of Lipitor and/or AB-rated generic versions Lipitor purchased in the Class States during the Total Generic Exclusion Period and Generic Overcharge Period; (ii) for TPPs, the amount paid and/or reimbursed for Lipitor and AB-rated generic versions of Lipitor purchased in the Class States from June 28, 2011 through and until December 31, 2012. For retail purchases, the State of purchase is the State where the pharmacy is physically located. If any purchases were made by mail order, the State to which the prescription was sent is considered the place of purchase.

12. “Settlement” shall mean the Settlement Agreement dated April 29, 2024, and as described in the Notice.

## **II. Distribution Among Eligible Claimants**

13. No Eligible Claimant shall be permitted to recover from any Allocation Fund unless

that Claimant submits a Claim Form with a Qualifying Claim for that Allocation Fund. Claimants who opted out of the applicable Class shall not receive any distributions pursuant to this Plan of Allocation.

14. Each Allocation Fund shall be distributed to Eligible Claimants in that Allocation Fund on a *pro rata* basis. To determine each Eligible Claimant's *pro rata* share of an Allocation Fund, the Claims Administrator shall multiply the total value of that Allocation Fund by a fraction, for which (a) the numerator is the Qualifying Claim for that Eligible Claimant for that Allocation Fund, and (b) the denominator is the sum total of all Qualifying Claims by all Eligible Claimants for that Allocation Fund.

15. All funds in each Allocation Fund must be exhausted if possible, subject to the following: (a) to the extent that any money available for the Consumer Fund remains undistributed, such funds shall be transferred to the TPP Fund and used to pay valid claims of TPPs; and (b) to the extent that any money available for the TPP Fund remains undistributed, such funds shall be transferred to the Consumer Fund and used to pay valid claims of consumers. In no event shall any Eligible Claimant be allowed to collect more than an amount equal to that Eligible Claimant's Qualifying Claim.

16. Eligible Claimants shall only be paid out of each Allocation Fund for which they submit a Qualifying Claim. Claimants are not eligible to be paid from an Allocation Fund if they have opted out of the applicable Class.

17. Eligible Claimants that are TPPs must submit transaction data supporting their Qualifying Claims. Eligible Claimants who are consumers must submit documentation of their purchases. Both TPPs and consumers may be required to submit additional claim documentation at the discretion of the Claims Administrator.

18. If an Eligible Claimant's distribution amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Eligible Claimant.

19. Should a balance remain in the Net Settlement Fund after a reasonable amount of time from the initial date of distribution thereof—whether by reason of tax refunds, uncashed checks, or otherwise—the Claims Administrator shall, if feasible, and subject to Court approval, reallocate such balance, in an equitable and economic fashion, among Eligible Claimants who successfully received and deposited, cashed, or otherwise accepted a distribution amount. Provided, however, that such redistributions should only be made to those Eligible Claimants who would receive a distribution of at least \$10.00. Subject to Court approval, these redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Eligible Claimants.

20. If any funds remain undistributed pursuant to the terms of this Plan of Allocation, Class Counsel shall make an application to the Court for final disposition.

### **III. Administration**

21. All determinations under this Plan of Allocation shall be made by the Claims Administrator, subject to review by Class Counsel and approval by the Court.

22. Each Class Member shall certify that any data or other information it submits to the Claims Administrator is true, accurate, and complete to the best of their knowledge. To verify the accuracy of claim information and to prevent duplication of claims, the Claims Administrator may reasonably request additional information from Class Members as the Claims Administrator deems appropriate.

### **IV. Amendments to the Plan of Allocation**

23. This Plan of Allocation may be amended. To obtain the most up-to-date information

regarding the Plan of Allocation visit [www.XXXXX.com](http://www.XXXXX.com).