

**FILING DEADLINE
MUST BE POSTMARKED
OR RECEIVED BY
MONTH APRIL 13, 2017**

State of New York, et al., v. Cephalon, Inc. et al.,
Civil No. 2:16-CV-4234
U.S. District Court for the
Eastern District of Pennsylvania

FOR OFFICIAL USE ONLY



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CONSUMER CLAIM FORM

**For Provigil® or Generic Version of Provigil®
How to Apply for a Payment**

If you would like to submit a claim, complete this form and mail it to the address below.

YOUR CLAIM MUST BE POSTMARKED OR RECEIVED BY APRIL 13, 2017

Your claim should be mailed to: STATE AG PROVIGIL SETTLEMENT
c/o A.B. Data, Ltd.
PO Box 173026
Milwaukee, WI 53217

Section A: Claimant Identification

Please provide us with the following information related to the individual who **PAID** for Provigil® or generic versions of Provigil® (modafinil).

Claimant's Name

Street Address

City

State

Zip Code

Daytime Telephone Number

Section B: Contact Information

Complete this section only if the individual to contact regarding this Claim Form is different than the Claimant listed above (i.e., trustee, personal representative, executor). All correspondence regarding this claim will be mailed to the address listed below if different than the Claimant's address above.

Contact Name

Relationship to Claimant

Street Address

City

State

Zip Code

Daytime Telephone Number

Section C: Eligibility Questions

You must also answer the following questions:

Did you purchase branded Provigil® or generic versions of Provigil® (modafinil) between June 24, 2006 through March 31, 2012?

Yes

No

Did you have prescription benefits that paid for a portion of your purchase of Provigil® (modafinil)?

Yes

No

State the dates between June 24, 2006 through March 31, 2012 when you purchased Provigil® or generic versions of Provigil® (modafinil)?

____/____/____ to ____/____/____

Section D: Purchase Information

Please state the Total Amount you Paid for Provigil® or generic versions of Provigil® (modafinil) from June 24, 2006 through March 31, 2012 for prescriptions filled in the District of Columbia and/or in the following States: Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

TOTAL AMOUNT

\$ _____

Section E: Required Proof of Payment

NOTE: *DON'T* include any amount you were reimbursed by insurance. *DON'T* include any purchases made when your insurance co-pay for generic drugs was the same as your co-pay for brand name drugs.

No documentation is required with this claim form, but you may be asked to provide some at a later time. Keep copies of your receipts. This claim may be rejected if you fail to respond to any request for documentation.

Section F: The Release

Note: Capitalized terms are defined in the Settlement Agreement dated July 28, 2016, available at www.StateAGProvigilSettlement.com. The Settlement Agreement provides as follows:

" 'Released Claims' means any and all manner of claims, counterclaims, set-offs, demands, actions, rights, liabilities, costs, debts, expenses, attorneys' fees¹, and causes of action of any type, whether or not accrued in whole or in part, that were asserted or that could have been asserted, known or unknown, against the Cephalon Parties, and/or their officers, directors, employees and attorneys, arising from any of the facts, matters, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act set forth or alleged in the Complaint filed by Plaintiff States as part of implementing this Settlement Agreement ("State Complaint"), including, without limitation, past, present and future competition claims arising under federal or state antitrust, unfair competition or consumer protections laws, or state common or equitable law that seeks damages, unjust enrichment, restitution, penalties, or other monetary, declaratory, or injunctive relief, whether brought as direct claims, representative claims, class claims, or *parens patriae* claims on behalf of the States or any other person or entity the States represent for:

1. the alleged delayed entry of generic versions of Provigil (modafinil);
2. conduct with respect to the procurement, maintenance, and enforcement of United States Reissue Patent Number 37,516, United States Patent Number 5,618,845, or United States Patent Number 7,297,346,2 including but not limited to any commencement, maintenance, defense, settlement, or other participation in litigation concerning any such patents;
3. any conduct relating to Nuvigil that could fairly be characterized as being alleged in, is related to an allegation made in, or could have been alleged (Footnote 1) in the State Complaint, expressly excluding any litigation or agreement with any pharmaceutical manufacturer pertaining to Nuvigil; and
4. the impact on competition in the sale, marketing, or distribution of Provigil or its generic equivalent, except as expressly excluded in this Agreement.

State Attorneys General have authority to release claims held by (a) any Eligible Consumer in a Plaintiff State, who did not timely and validly exclude themselves from this Settlement Agreement, to the extent permitted by state law; (b) each Plaintiff State's Attorney General in his or her sovereign capacity as chief law enforcement officer of his or her respective state; (c) each Plaintiff State for claims of the Plaintiff State, including but not limited to claims based on purchases made by the Plaintiff State; and (d) each Plaintiff State for claims the Plaintiff State may have in a representative capacity, including any *parens patriae*, class, or other representative claims.

Notwithstanding any term in this Agreement, Released Claims specifically do not include claims unrelated to competition, including:

¹ The release of claims concerning United States Patent Number 7,297,346 does not extend to enforcement actions taken by the Cephalon Parties after the execution of this Settlement Agreement.

1. any civil or administrative liability under state revenue codes;
2. any civil or administrative liability related to a State's Medicaid program under any statute, regulation, or rule for any conduct other than the conduct alleged in the State Complaint, including, but not limited to, state or federal false claims act, anti-kickback or off-label marketing violations associated with Provigil, modafinil, Nuvigil, or armodafinil;
3. any criminal liability;
4. any liability based upon obligations created by this Agreement;
5. any liability for expressed or implied warranty claims or other liability for defective or deficient products and services provided by the Cephalon Parties;
6. any liability for unfair or deceptive representations made in the marketing or advertising or for off-label marketing claims of Provigil, modafinil, Nuvigil, or armodafinil.

Nothing in this definition of Released Claims is intended to affect the ability of government entities that may be considered class members in the Direct Purchaser Class Case or the End Payor Class Case to submit claims and receive payment through the relevant class claims process.

Note to Consumers: Nothing in the definition of the Released Claims is intended to affect any consumer's right to participate in or receive monies from the currently pending class action entitled *Vista Healthplan, Inc., et al., v. Cephalon, Inc. et al.*, Civil No. 06-CV-01833 .

Section G: Sworn Statement Regarding Payments Made

By signing this Claim Form, I declare under penalty of perjury that: (1) all of the information provided in this Claim Form is true and correct to the best of my knowledge; (2) the Claimant paid the amounts as indicated in this Claim Form for Provigil® or generic versions of Provigil® (modafinil) for the Claimant's own use (or for the Claimant's family or household) at some time during the period from June 24, 2006 through March 31, 2012; and (3) if not submitting this for myself, I am authorized to submit this form on behalf of the Claimant identified above.

Please note that signing a Claim Form that contains false information could constitute perjury.

Signature

Date

Mail the Completed Claim Form to:

STATE AG PROVIGIL SETTLEMENT
 c/o A.B. Data, Ltd.
 PO Box 173026
 Milwaukee, WI 53217

THE COMPLETED CLAIM FORM MUST BE POSTMARKED OR RECEIVED BY THE CLAIMS ADMINISTRATOR BY APRIL 13, 2017.

Do **not** send your Proof of Claim to the Court or to any of the parties or their counsel.

The receipt of a claim will not be confirmed or acknowledged automatically by the Claims Administrator. If you wish to have confirmation that your Proof of Claim has been received, send it by Certified Mail, Return Receipt requested.