

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re:	:	MDL No. 2067
	:	
CELEXA AND LEXAPRO MARKETING	:	Master Docket No. 09–MD–2067 (NMG)
AND SALES PRACTICES LITIGATION	:	
	:	Judge Nathaniel M. Gorton
	:	
THIS DOCUMENT RELATES TO:	:	Magistrate Judge Marianne B. Bowler
RUTH DUNHAM and	:	
TANYA SHIPPY ET AL.	:	
	:	

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Class Agreement” or “Agreement”), dated March 12, 2014, is made and entered into by and between Plaintiffs Tanya Shippy and Ruth Dunham (“Representative Plaintiffs”), on behalf of themselves and the Settlement Class as defined below, and Defendants Forest Laboratories, Inc. and Forest Pharmaceuticals, Inc. (“Forest” or “Defendants”) (collectively “the Parties”), by and through their respective counsel, to settle and compromise the claims asserted by the Representative Plaintiffs in the Second Amended Complaint, filed April 30, 2013 (“the Litigation”), and to settle, resolve, and discharge the Released Claims, as defined below, according to the terms and conditions herein.

I. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

The Parties stipulate, for settlement purposes only, to certification of the following Settlement Class:

All Individuals and entities, including third-party payors (“TPP”) of prescription medicine benefits (other than governmental entities), who purchased, paid for or made a reimbursement for branded Celexa® for use by a Minor between January 1, 1998 through December 31, 2013, or who purchased, paid for or made a

reimbursement for branded Lexapro® for use by a Minor between August 1, 2002 through December 31, 2013, where (i) branded Celexa® or Lexapro® was prescribed to the Minor in Missouri; or (ii) the Individual or Minor was a domiciliary citizen of Missouri at the time of the prescription or payment; or (iii) for an Individual, payment for the prescription was made in Missouri. This class does not include those Individuals or Minors who are seeking personal injury claims arising out of their purchase or use of branded Celexa® and/or Lexapro®.

Excluded from the Settlement Class are (i) any federal, state, or local government entity that purchased, paid for, or made reimbursements for Celexa® or Lexapro® prescribed for consumption by a Minor; (ii) Defendants, including their respective present and former parents, subsidiaries, divisions, partners, and affiliates; (iii) any entity in which Defendants have a controlling interest; (iv) any Class Member who timely opts out of the Settlement in accordance with the Court's Orders; and (v) the Judge assigned to this action and any member of the Judge's immediate family.

"Individual" means any person falling within the definition of a Class Member who is a natural person and not a TPP ("Individual Class Members").

"TPP" means an entity that was obligated by contract to pay all or part of the cost of branded Celexa® or Lexapro® prescribed, provided, or administered to a Minor in Missouri, including any insurance company, employee benefit plan, health and welfare fund, or any other private entity that purchases, pays for, or reimburses the cost of, prescription medications for qualified persons such as insureds, members, dependents, or beneficiaries ("TPP Class Members").

"Minor" means an individual under the age of 18 years.

II. THE BENEFITS OF SETTLEMENT

The Representative Plaintiffs allege in the Second Amended Complaint that Defendants engaged in improper and fraudulent marketing and sale of the prescription antidepressants Celexa® and Lexapro® for use by Minors in Missouri. The Representative Plaintiffs believe

that the Released Claims have merit. However, following several years of extensive discovery and investigation of the facts, and after carefully considering the circumstances of the Litigation, including the claims asserted and the possible legal and factual defenses thereto, the Representative Plaintiffs recognize the uncertain outcome of the Litigation and attendant risks. The Representative Plaintiffs also have taken into account and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Released Claims against Defendants through trial and appeals, as well as the difficulties and delays inherent in such litigation. Based on their evaluation of all of these factors, and following vigorous, arms-length negotiations, the Representative Plaintiffs have determined that the Settlement is fair, reasonable, and in the best interests of the Class and confers substantial benefits upon the Class Members.

III. DEFENDANTS' DENIAL OF WRONGDOING

Defendants deny all of the material factual allegations and legal claims asserted in the Litigation, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation and maintain that these claims have no factual or legal merit. Nonetheless, Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Agreement. This Agreement is for settlement purposes only and shall have no precedential value in any future litigation. Forest expressly denies any liability to any Class Member for any purpose and states that this Class Agreement was entered into solely for the purpose of settling and compromising disputed claims and to avoid the cost of litigation and for no other purpose.

IV. SETTLEMENT CONSIDERATION

A. Common Fund

Pursuant to this Agreement, a common fund shall be created under the jurisdiction and control of the United States District Court for the District of Massachusetts that is inclusive of all benefits made available to Class Members by the terms of this Agreement (“Common Fund”). All amounts to be paid pursuant to this Agreement shall be paid from this Common Fund, including the monetary value of (i) the settlement benefits made available to each Class Member pursuant to the terms of this Agreement for Celexa® and Lexapro® purchased by or on behalf of Class Members; (ii) the cost of providing notice to the Class of the proposed settlement through the Notice Program agreed to by the Parties and approved by the Court; (iii) the Representative Plaintiffs’ counsel fees and expenses awarded by the Court; (iv) all costs of administering the settlement pursuant to the terms of the Class Agreement; and (v) all incentive awards to be paid to the Representative Plaintiffs awarded by the Court.

The Common Fund, which is inclusive of all benefits made available to Class Members by the terms of this Agreement, shall have a minimum value of seven million six hundred fifty thousand dollars (\$7,650,000.00) and a maximum value of ten million three hundred fifty thousand dollars (\$10,350,000.00). Within twenty (20) calendar days after the Court enters the Preliminary Approval Order (as defined herein), Forest will make a minimum initial payment into the Common Fund of seven million six hundred fifty thousand dollars (\$7,650,000.00) (“Initial Payment”).

Class Members are entitled to payment from the Common Fund upon the submission by them of a valid claim through the claim process, defined below, subject to the limitations set forth in the Class Agreement. To be valid, a claim must be (i) timely submitted with all required information and documentation (taking into account the cure period outlined herein);

(ii) submitted by the Class Member or, in the case of Individual Class Members, an immediate family member or legal guardian of such Class Member or, in the case of TPP Class Members, the third-party administrator of the TPP's prescription drug or health benefit plan if the TPP authorizes the agent to submit such a claim; (iii) timely supplemented with additional information or documentation in response to requests by the Claims Administrator pursuant to a deficiency notice or an audit of the claim; and (iv) verified as accurate and signed under the penalties of perjury. Only Class Members that submit valid claims are eligible to receive funds from this Settlement. Class Members may not assign their claim in this Litigation or their rights under this Agreement to any person or entity.

The "Claim Deadline" shall be nine (9) months from the date on which publication notice is first issued pursuant to the Notice Program. The Parties, in consultation with the Claims Administrator, shall determine the Claim Deadline and include it in all Notices.

If, following the Effective Date and the Claim Deadline, the aggregate amount of valid claims, plus the incentive awards awarded by the Court, plus the attorneys' fees and expenses awarded by the Court, plus the notice and administration costs, is less than the Initial Payment amount (plus interest pursuant to Section IV.H), the remainder of the funds shall be distributed on a pro rata basis to Class Members who have submitted valid claims.

If, following the Effective Date, the aggregate amount of valid claims by Class Members exceeds four million two hundred and fifteen thousand dollars (\$4,215,000.00), Defendants shall pay additional funds into the Common Fund sufficient to pay additional valid claims up to, but not to exceed, two million seven hundred thousand dollars (\$2,700,000.00), so that in no event shall the total amount paid by Defendants exceed ten million three hundred fifty thousand dollars (\$10,350,000.00) ("Capped Payment").

Defendants shall not be required to pay additional funds into the Common Fund above the Initial Payment amount to pay for any attorneys' fees, expenses, notice and administration costs, or incentive awards, and Defendants shall not be required to pay additional funds into the Common Fund if the aggregate amount of valid claims is less than four million two hundred fifteen thousand dollars (\$4,215,000.00).

If, following the Effective Date and the Claim Deadline, the aggregate amount of valid claims, plus the incentive awards awarded by the Court, plus the attorneys' fees and expenses awarded by the Court, plus notice and administration costs, exceeds the Capped Payment amount, the settlement amounts paid shall be reduced pro rata in proportion to Class Members' valid claims as allowed by the Claims Administrator. In no event shall Defendants be required to pay claims in excess of the Capped Payment amount.

B. Claim Process

A third party shall be agreed upon by the Parties and appointed by the Court to administer the Notice Program and claims process ("Claims Administrator").

Upon this Agreement receiving Final Approval (as defined herein), Class Members who have not timely exercised the right to opt out as provided in the Court-approved Notice and who will be participating in the Settlement must file proofs of claim as described in this Agreement. By completing, signing, and submitting a valid claim to the Claims Administrator on the claim form created by the Class Administrator and approved by the Parties (the "Claim Form") in a timely manner, a Class Member will have satisfied the requirements of this Section, subject to any audit of the claim.

C. Individual Class Members

A valid claim for an Individual Class Member must include (a) a declaration under oath: (i) stating the time period over which the Individual Class Member purchased or paid for Celexa® or Lexapro® prescribed to a Minor; (ii) identifying the Minor and the doctor, hospital, medical facility, or pharmacy who prescribed or dispensed Celexa® or Lexapro® to the Minor; (iii) averring that Celexa® or Lexapro® was prescribed to the Minor in Missouri, or that payment for the drug was made in Missouri, or that the Individual or Minor was a domiciliary citizen of Missouri at the time of the prescription or payment; (iv) identifying, for each prescription, the amount paid; and (v) stating that, if the claim is selected for audit, the Individual Class Member shall execute a form authorizing access to records and providing such additional information that the Claims Administrator deems necessary to audit the claim as described in Section IV.J; and (b) personal and residence information as set forth on the Claim Form.

If an Individual Class Member is unable to identify the amount(s) paid as set forth in (iv) above, but meets the other criteria for submitting a valid claim set forth above, the Individual will be deemed to have a valid claim of fifty dollars (\$50.00).

The fact that payment was made by a collateral source does not prevent an Individual Class Member from recovering under the Settlement.

D. TPP Class Members

A valid claim for a TPP Class Member must include (a) documentary evidence, supported by a declaration under oath (i) showing that the TPP Class Member purchased, paid for, or made a reimbursement for Celexa® prescribed to a Minor between January 1, 1998 through December 31, 2013, or purchased, paid for, or made a reimbursement for Lexapro®

prescribed to a Minor between August 1, 2002 through December 31, 2013; (ii) showing that Celexa® or Lexapro® was prescribed to the Minor in Missouri or that the Minor was a domiciliary of Missouri when the prescription was made; (iii) identifying the TPP Class Member's actual out-of-pocket and unreimbursed cost for each such prescription, net of any co-payments, deductibles, reimbursements, discounts, rebates, coinsurance, and/or any other amounts received; and (iv) stating that, if the claim is selected for audit, the TPP Class Member shall authorize access to records and provide such additional information that the Claims Administrator deems necessary to audit the Claim as described in Section IV.J; and (b) business contact information as set forth on the Claim Form.

TPP Class Members shall not be entitled to recover amounts paid for the drugs directly by an Individual Class Member or any other party, such as a co-payment or deductible, nor shall TPP Class Members be entitled to recover any amounts paid directly to Individual Class Members as part of this Settlement.

E. Calculation of Settlement Claim Amounts

Class Members' claims will be calculated as follows ("Settlement Claim Amount"); however, the actual amount payable to the Class Member may be higher or lower than this amount depending on how many valid claims are filed and the calculated value of those claims, as outlined in Section IV.A above:

1. Where records reflect a valid claim for purchase or payment between January 1, 1998 and March 31, 2005, the Settlement Claim Amount will be calculated as 100% of the cost paid or reimbursed by the Class Member.

2. Where records reflect a valid claim for purchase or payment between April 1, 2005 and March 19, 2009, the Settlement Claim Amount will be calculated as 65% of the cost paid or reimbursed by the Class Member.
3. Where records reflect a valid claim for purchase or payment between March 20, 2009 and December 31, 2013, and where records reflect that the prescription was for a Minor under the age of 12 years, the Settlement Claim Amount will be calculated as 65% of the cost paid or reimbursed by the Class Member.
4. Where records reflect a valid claim for purchase or payment between March 20, 2009 and December 31, 2013, and where records reflect that the prescription was for a Minor aged 12 years or older, the Settlement Claim Amount will be calculated as 20% of the cost paid or reimbursed by the Class Member.

**F. Right of Opt Out, Objection, and Appeal by Settlement Class Member;
Exclusive Remedies**

The right to opt out is an individual decision by each Class Member and no person or entity, specifically including counsel, may exercise the right to opt out on behalf of another person or entity, except for an immediate family member or legal guardian of an Individual Class Member. Class members cannot exclude a group of Class Members or a class of Class Members.

Class Members shall have forty-five (45) calendar days from the date that notice publication is first given to opt out of the Class. Opt-outs must be post-marked by a date approved by the Court and specified in the Notice. In order to exercise the right to opt out, the Class Member seeking to opt-out must complete and return a Request for Exclusion to the Claims Administrator during the opt-out period. Except for those Class Members who have

properly and timely opted out, all Class Members will be bound by this Settlement and the Judgment to be entered following Final Approval of this Settlement Agreement. Any Class Member who elects to opt out of the Settlement Class shall not (i) be bound by any orders or Judgment entered in this Litigation; (ii) be entitled to relief under this Settlement; (iii) gain any rights by virtue of this Settlement; or (iv) be entitled to object to any aspect of this Settlement. Any Request for Exclusion must be personally signed by the Class Member requesting exclusion or, in the case of Individual Class Members, the Class Member's immediate family member or legal guardian.

Any Class Member who intends to object to this Settlement must include, in writing, his/her name and address; the basis for the opposition; all arguments and citations supporting the objection; and any evidence supporting the objection. The Class Member must also provide a declaration under oath sufficient to demonstrate that they are a Class Member, and provide a statement whether the objector intends to appear at the final fairness hearing (as defined herein), either with or without counsel. An objection will be deemed submitted and will be considered by the Court if it is post-marked by the deadline set forth in the Class Notice and mailed to the Court, Class Settlement Counsel, and Defendants' Counsel at the addresses provided in the Class Notice. It shall be the objector's responsibility to ensure receipt of any objection by the Court, Class Settlement Counsel, and Defendants' counsel. If the objector intends to appear at the final fairness hearing through counsel, his/her counsel must file a notice of appearance with the Court within ten (10) business days after the objection is post-marked. Any Class Member who fails to timely file a written objection shall not be permitted to speak at the final fairness hearing, either with or without counsel.

Class Members who have not timely exercised their right to opt out as provided in the Court-approved Notice shall look solely to the amounts in the Common Fund for settlement and satisfaction of all Released Claims (defined herein) and shall only have recourse to the Court having jurisdiction over the Litigation for any objection to or relief from this Class Agreement.

Except as provided in this Class Agreement, Forest shall not be liable for any costs, fees, or expenses of the Representative Plaintiffs, the Class Members, or their counsel, experts, advisors, agents, or representatives.

G. Incentive Awards, Fees, and Costs

Each Representative Plaintiff shall be entitled to seek an incentive award from the Common Fund in accordance with Section IX of this Agreement. Defendants shall not oppose or support any objection to an incentive award sought in accordance with the terms of this Class Agreement.

Plaintiffs' counsel shall be entitled to seek from the Court an award of attorneys' fees and expenses from the Common Fund in accordance with Section IX of this Agreement. Defendants shall not oppose or support any objection to an award of attorneys' fees and expenses sought in accordance with the terms of this Class Agreement.

Notice and administration costs shall be paid from the Common Fund as determined and in accordance with Section V of this Agreement. In the event this Class Agreement is not approved, any portion of the notice and administration costs already spent shall be nonrefundable, and any portion of the Common Fund not yet spent shall be returned to Defendants.

H. Common Fund Escrow Account

A Common Fund escrow account shall be created within fifteen (15) calendar days after the Class Agreement is executed and shall be under the control of the Court (“Common Fund Escrow Account”). The Initial Payment amount, as well as all additional payment amounts pursuant to the terms of this Class Agreement, shall be deposited into the Common Fund Escrow Account.

The Claims Administrator shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Common Fund deposited in the Common Fund Escrow Account, including any filings necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. §1.468B-1 for the Common Fund Escrow Account. Defendants will provide to the Claims Administrator a W-9 or other documentation necessary to facilitate obtaining Qualified Settlement Fund status for the Common Fund Escrow Account pursuant to Treas. Reg. §1.468B-1. All costs and expenses associated with all administrative, accounting, and tax compliance activities of the Common Fund Escrow Account shall be reimbursed and paid for from the Common Fund Escrow Account as approved by the Court.

Within twenty (20) calendar days after the Court enters the Preliminary Approval Order, Defendants shall transfer the Initial Payment amount into the Common Fund Escrow Account. Any interest that accrues on amounts in the Common Fund Escrow Account shall be deemed to be part of the Common Fund and shall not revert back to Defendants.

Other than to pay the Claims Administrator for the costs of notice and administration as approved by the Court, no other disbursements shall be made from the Common Fund prior to the Judgment becoming Final and the Effective Date of this Class Agreement being reached, except as provided in Section IV.H.

If, for any reason, the Settlement does not obtain Final Approval or does not become Final, the Effective Date of the Class Agreement does not occur, and/or the Agreement is terminated, the amounts paid into the Common Fund by Defendants (less any amounts paid for the costs of notice and administration pursuant to the Court-ordered Notice Program prior to termination of the Class Agreement) shall be forthwith refunded to Defendants.

I. Claims Administration Process

The Claims Administrator shall determine which Class Members have submitted the requisite proof and shall distribute the Settlement Benefits to those Class Members after all claims have been submitted and reviewed. No funds will be disbursed to any Class Member until the claims of all Settlement Class Members have been submitted and verified by the Claims Administrator.

Class Members may submit Claim Forms and documents by mail or through a website established and maintained by the Claims Administrator. Claims will be considered timely if submitted by the Claim Deadline. A claim will be deemed submitted on the date of postmark, hand delivery, or electronic submission to the Claims Administrator.

The Claims Administrator shall maintain a settlement website (“Settlement Website”) with which Class Members may electronically submit a claim form and electronically upload copies of any of documented proofs of payment or records required under the audit provisions set forth in Section IV.J. The Claims Administrator shall implement any steps necessary to accept valid electronic signatures, and the Parties agree to accept electronic signatures as original signatures.

In the event that the Claims Administrator deems a claim invalid for failing to comply with the terms of this Agreement, the Claims Administrator shall send a notice of deficiency to

the Class Member describing the deficiency and the steps required to cure that deficiency. Class Members shall have sixty (60) calendar days from the date of the deficiency notice to cure any deficiency. Any deficiencies cured within sixty (60) calendar days of the date of the deficiency notice shall be deemed timely if the original claim was submitted prior to the Claim Deadline. However, any claims that remain deficient following the expiration of sixty (60) calendar days following the date of the deficiency notice shall be invalid claims and can no longer be supplemented or remedied. Further, to the extent a claim is submitted that is fraudulent or which contains materially false information or false supporting documentation (as defined herein) as determined by the Claims Administrator, the claim will be denied in its entirety as invalid, and the Class Member shall be disqualified from making any further claim. Further, the Claims Administrator shall report to the Court and the Parties' counsel any evidence of claims that are fraudulent or which include materially false information or false supporting documentation, within ten (10) business days of identifying such a claim, which may then be reported to appropriate legal authorities.

"Fraudulent" and/or "materially false information" and/or "false supporting documentation" as used herein means an intentionally false representation concerning a material fact that was knowingly made. "Fraudulent" and/or "materially false information" and/or "false supporting documentation" shall not mean any innocent mistakes related to the identity of the doctor, hospital, medical facility, or pharmacy that prescribed or dispensed Celexa® or Lexapro® to the Minor.

The Parties reserve their rights, at their option, to review claim forms for completeness, accuracy, and consistency with the terms of the Class Agreement, and to bring to the Court any objections to claims they believe are invalid or unsupported. Any dispute between the Parties as

to a Class Member's entitlement to a Settlement Benefit, which cannot be resolved by the Parties, will be resolved by the Court, whose decision will be final and not subject to appeal.

J. Audit of Class Member Claims

At Forest's discretion, the Claims Administrator shall conduct an initial audit of 2% of the claims submitted by Class Members. If the Administrator finds that 5% or more of the first audited claims were Fraudulent (or the claimant fails to provide information requested by the Administrator to allow an audit to be conducted), the Administrator shall, at Forest's option, conduct additional audits of a statistically significant sample size of claims, but not to exceed an additional 3% of the claims submitted by Class Members. Defendants also may request, at Defendants' expense, that additional audits be conducted by the Administrator, but no additional audits may be conducted absent approval of Plaintiffs' counsel or the Court.

For Individual claims selected for audit, the Claims Administrator shall accept any of the following as adequate proof of payment: (i) a receipt, cancelled check, or credit card statement evidencing payment of a co-pay or cash payment for Celexa® or Lexapro®; (ii) an EOB (explanation of benefits) or similar document from an insurer or other health plan evidencing payment of a co-pay or cash payment for Celexa® or Lexapro® for a Minor; (iii) records from a pharmacy, Pharmacy Benefit Manager, or similar entity evidencing payment of a co-pay or cash payment for Celexa® or Lexapro® for a Minor; (iv) a letter from the Minor's physician stating that the Minor was administered Celexa® and/ or Lexapro® and that the Individual Class Member paid a co-pay or cash payment and stating the amount paid; and/or (v) an appropriate HIPPA authorization(s) authorizing access to pharmacy and medical records, which records conclusively show that Celexa® or Lexapro® was prescribed to the Minor. The Claims Administrator shall seek only those records pursuant to an audit that are necessary to most efficiently and reasonably confirm the validity of the claim.

If a claim being audited was submitted by an Individual Class Member who is not a current resident of Missouri, the Claims Administrator may request “Reasonable Proof of Missouri Residency or Payment” during the relevant period, as defined below. If a claim being audited was submitted by an Individual Class Member who is a current resident of Missouri, and if the information provided to the Claims Administrator reasonably indicates that the Individual Class Member was not a Missouri resident during the relevant period or that the Minor was not prescribed Celexa® or Lexapro® in Missouri, the Claims Administrator also may request “Reasonable Proof of Missouri Residency or Payment” during the relevant period, as defined below.

“Reasonable Proof of Missouri Residency or Payment” shall include, but not be limited to (i) any one of the following indicating a Missouri residential address during the relevant time frame: a Missouri driver’s license; a Missouri utility bill; a Missouri phone bill; a Missouri credit card bill; first page of federal or Missouri state tax return; a Missouri voter id card; a Missouri real estate tax bill; a Missouri personal property tax bill; or a Missouri tax assessment notice, or (ii) documentation sufficient to reflect that the Individual Class Member paid for or obtained the prescription in Missouri. The Claims Administrator shall maintain such records as confidential. Upon satisfaction of the audit and in the absence of evidence of fraud or a materially false submission, the records and all copies kept by the Claims Administrator shall be destroyed and shall not be disclosed to Defendants.

V. NOTICE AND ADMINISTRATION

The Parties have agreed to a widespread notice program intended to make Class Members aware of the settlement and their legal rights (“Notice Program”).

Class Members who can be identified by reasonable means shall be provided with a copy of a detailed Settlement Notice substantially in the form set forth as Exhibit B to

this Agreement (the “Long-Form Notice”). Within ten (10) business days after the Court enters the Preliminary Approval Order, Defendants shall provide the Claims Administrator with identities of potential TPP Class Members. Those potential TPP Class Members and additional potential TPP Class Members located in Missouri and identified by the Parties shall be provided a copy of the Long-Form Notice by mail. Notice to Class Members also shall be given by publication of the Summary Notice of Pendency of Class Action, Proposed Settlement and Fairness Hearing substantially in the form attached as Exhibit C to this Agreement (“Summary Notice”).

The Claims Administrator shall propose a budget covering all of the costs of the proposed Notice Program, which is subject to the approval of the Parties and the Court, and which shall be observed in the implementation of the Notice Program.

The cost of the Notice Program agreed to by the Parties and approved by the Court shall be the responsibility of the Parties, considered part of the Common Fund, and paid from the Common Fund Escrow Account.

Plaintiffs’ counsel and Defendants shall have the right to approve the content and methods of all notice activity conducted by the Claims Administrator, subject to the approval of the Court.

Plaintiffs’ counsel and Defendants shall approve the form, content, and methods of claim and document submission to the Settlement Website. If the Parties are unable to agree on the form, content, or method of claim processing and document submission, the Parties agree to submit such issues to the Court for final resolution, and no appeal may be taken from such disposition or resolution.

The Claims Administrator shall provide reports to Plaintiffs' counsel and Defendants regarding the implementation of the Notice Program and the number, substance, and status of claims, claim audits, claim payments, and claim processing expenses, periodically and upon request.

VI RELEASES

Upon this Settlement receiving Final Approval, the Representative Plaintiffs, their counsel, and each and every Class Member who has not timely and validly opted out of the Settlement, and their successors, heirs, assigns, present and former, direct or indirect parents, subsidiaries, divisions, partners and affiliates, present and former stockholders, officers, directors, employees, managers, agents, and attorneys, or anyone acting on their behalf, including in a representative or derivative capacity, acting in their capacity as such, and any future operating entities created or controlled by a Class Member ("Releasing Parties"), shall, and shall be deemed as of the date of Final Approval of this Settlement, and by operation of the Judgment (as defined herein), to: (i) have, fully, finally, and forever released, relinquished, and discharged Forest Laboratories, Inc., Forest Pharmaceuticals, Inc., and their past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, insurers, stockholders, benefit plans, officers, directors, employees, trustees, agents, suppliers, distributors, wholesalers, retailers of Celexa® and Lexapro®, as well as any physicians, medical facilities, and pharmacists who were in any way involved in, or within the chain of distribution of, the purchase of Celexa® or Lexapro® by a Representative Plaintiff or Class Member, and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing (collectively, the "Released Persons") from any and all claims, debts, liabilities, obligations, covenants, promises, contracts, agreements, and/or obligations to any extent, or in any way, made or which could have been made, known or unknown, arising out

of, resulting from, and/or connected with, in whole or in part, the marketing, sale, payment, purchase, or reimbursement of Celexa® or Lexapro® prescribed for a Minor in Missouri, paid for in Missouri, or paid for by a domiciliary citizen of Missouri, including without limitation any claim for attorneys' fees or expenses of any type ("Released Claims"); and (ii) have covenanted not to sue the Released Parties based on any Released Claims.

Plaintiffs and Class Members expressly understand that principles of law such as Section 1542 of the Civil Code of the State of California provides that a general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. To the extent that, notwithstanding the choice of law provisions in the Settlement Agreement, California or other law may be applicable, the Representative Plaintiffs and the Class Members hereby agree that the provisions of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction which may be applicable herein, are hereby knowingly and voluntarily waived and relinquished by the Representative Plaintiffs and the Class Members, and the Representative Plaintiffs and the Class Members hereby agree and acknowledge that this is an essential term of this Release. The Representative Plaintiffs and all Class members acknowledge that they may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the subject matter of this Agreement or the Litigation, but that it is their intention to fully and finally settle and release the Released Claims, including unknown Claims, notwithstanding the discovery or existence of any such additional or different facts and notwithstanding any mutual mistake of law or fact by the Parties.

Forest agrees that this Release does not cover, and that it will not assert this Release and Covenant Not to Sue or the Settlement of claims pursuant to this Class Agreement as a defense to, any claim for damages arising from personal injury by any person which might or could have been sustained as a result of the ingestion of Celexa® or Lexapro®.

Upon the Effective Date, each of the Released Persons and their counsel will have, fully, finally, and forever released, relinquished, and discharged the Releasing Parties from any and all claims, demands, liabilities, and causes of action of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, asserted or that might have been asserted, arising out of, based upon, or related to the initiation, prosecution, assertion, litigation, settlement, or resolution of the Litigation or Released Claims.

VII. TAXES

Each Class Member understands and agrees that each Class Member is responsible for any tax consequences arising from, related to, or any way connected with the relief afforded to each such corresponding Class Member under this Agreement.

VIII. PRELIMINARY APPROVAL ORDER; SETTLEMENT HEARING; TREATMENT OF RELATED ACTIONS

The Parties agree to jointly move to continue and stay all proceedings relating to the Litigation until Final Approval or Disapproval.

Within five (5) business days of the execution of this Agreement, the Parties will jointly submit the Agreement together with its Exhibits to the Court and will apply for Preliminary Approval of the Settlement and for entry of the Proposed Preliminary Approval Order and for the requisite orders to establish the Common Fund Escrow Account.

Within forty-five (45) calendar days of the Court's entry of the Preliminary Approval Order, the Claims Administrator shall set up the Settlement Website and begin accepting claims, and cause notice to be published in the forms agreed to by this Settlement.

Class Members shall have forty-five (45) calendar days from the date that notice publication is first given to mail to the Court objections to the Settlement. All objections must be set out specifically and accompanied by a declaration under oath sufficient to demonstrate that the objector is a Class Member. All objections must be mailed to Plaintiffs' counsel and Defendants' counsel.

The Parties will request that the Court set a date certain that is within thirty (30) calendar days after the deadline for Class Members to mail objections and request exclusions, or the next available date on the Court's calendar thereafter, for a hearing on whether the Settlement Class should be finally certified, the Settlement should be granted Final Approval, whether the Judgment should be entered, and whether the Motion for Attorneys' Fees, Expenses and Class Representative Incentive Awards referred to in Section IX should be granted. The date, time, and place of this hearing will be included in the Long-Form Notice and on the Settlement Website. The Parties shall submit any memoranda or other materials in support of the Final Settlement Approval seven (7) business days before the final fairness hearing.

Class Members shall have nine (9) months from the date that publication notice is first given pursuant to the Notice Program to file or submit claim forms pursuant to this Settlement ("Claim Deadline").

The proposed Preliminary Approval Order shall substantially conform to Exhibit A.

IX. ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARDS

Plaintiffs' counsel will request from the Court their expenses, not to exceed three hundred twenty-five thousand dollars (\$325,000.00), and a percentage of the Common Fund for their reasonable attorneys' fees ("Motion for Attorneys' Fees, Expenses, and Class Representative Incentive Awards"). Defendants have agreed not to oppose, or support any objection to, Plaintiffs' counsel requesting reasonable attorneys' fees, not to exceed thirty-four percent (34%) of the Common Fund, and expenses in an amount not to exceed three hundred twenty-five thousand dollars (\$325,000.00).

Defendants agree not to oppose, or support any objection to, Plaintiffs' counsel's application for incentive awards for the two Representative Plaintiffs not to exceed ten thousand dollars (\$10,000.00) each.

Defendants agree not to appeal, and expressly waive any right to appeal, the Final Approval of the Class Agreement or Award of Attorneys' Fees and Expenses, or to support in any way an appeal by any other person or entity of the same, so long as the Final Approval does not exceed the terms and amounts agreed to by the Parties to this Agreement.

Within forty (40) calendar days after Final Approval (if no appeals) (or ten (10) business days from the mandate of any appeal or the date the appeal is otherwise resolved), the Claims Administrator shall pay to Plaintiffs' counsel attorneys' fees and expenses in an amount approved by the Court and all approved incentive awards, provided that the Court's Orders approving such attorneys' fees and expenses and/or incentive awards are final and no longer subject to any appeal.

X. COMMUNICATIONS REGARDING SETTLEMENT

The Parties shall exchange drafts prior to issuing any press release announcing Preliminary Approval of the Class Agreement and shall only issue such press releases upon approval by the opposing Party and such approval shall not be unreasonably withheld. Any press release shall be limited to announcing the Settlement and describing the terms thereof. The Parties or their counsel may make additional disclosures to comply with applicable law or existing contract, or to obtain or defend approval of the Settlement or Motion for Attorneys' Fees, Expenses, and Class Representative Incentive Awards, or to respond to any objection or appeal of Final Approval of the Settlement or Motion for Attorneys' Fees, Expenses, and Class Representative Incentive Awards. The Parties or their counsel may post the agreed-upon press release on their respective websites. Neither the Parties nor their counsel may make any other public statement regarding this Class Agreement or Motion for Attorneys' Fees, Expenses, and Class Representative Incentive Awards, except (i) Plaintiffs' Counsel may, in response to press inquiries, direct the press to the press release, the Class Settlement Website, the motions and briefing related to the Motions for Preliminary and/or Final Approval of the Class Agreement, and the Motion for Attorneys' Fees, Expenses, and Class Representative Incentive Awards filed with the Court along with all Orders related to such motions and briefing, and may otherwise communicate with Class Members when contacted by Class Members regarding the substance of the Settlement or Motion for Attorneys' Fees, Expenses, and Class Representative Incentive Awards, and (ii) Defendants or their outside counsel may, in response to press, investor, or analyst inquiries, direct them to any approved press release, the Class Settlement Website, the motions and briefing related to the Preliminary and/or Final Approval of the Class Agreement and the Motion for Attorneys' Fees, Expenses, and Class Representative Incentive Awards filed

with the Court, along with all Orders related to such motions and briefing. If contacted by the press, each Party shall notify the other side in writing within three (3) business days.

XI. CONDITIONS FOR EFFECTIVE DATE, FINAL APPROVAL, TERMINATION, AND EFFECT THEREOF

The Effective Date of this Agreement is conditioned on the occurrence of all of the following events and is the first date on which all of the following events have occurred:

1. Entry of a Preliminary Approval Order in substantially the same form as set forth in Exhibit A (“Preliminary Approval Order”);
2. Final approval by the Court of the Class Agreement and final certification of the Settlement Class following notice to Class Members and a fairness hearing (“Final Approval”); and
3. The Judgment has become a Final Judgment.

“Judgment” means the judgment entered by the Court approving the Settlement in all material respects pursuant to the terms of this Class Agreement. The Parties agree to use their best efforts to negotiate in good faith a form of a proposed Judgment and Order finally approving the Settlement.

“Final Judgment” means (i) if no appeal from the Judgment is filed, the date of expiration of the time for the filing or noticing of any appeal from the Judgment; or (ii) if an appeal from the Judgment is filed, and the Judgment is affirmed or the appeal dismissed (“Appellate Judgment”), the date of such affirmance or dismissal; or (iii) if a petition for review of the Appellate Judgment is filed and denied, the date the petition is denied; or (iv) if a petition for review of the Appellate Judgment is filed and granted, or the First Circuit Court of Appeals orders review of the Appellate Judgment on its own motion, the date the Appellate Judgment is

affirmed or the review proceeding dismissed, provided no other appeals or certiorari petitions may be filed; or (v) if any further appeal or certiorari petition is filed and not dismissed or denied, the date the Judgment is upheld on appeal in all material respects and is no longer subject to any further appellate review.

If this Agreement is not approved by the Court as submitted, or the Settlement is terminated or fails to become effective in accordance with the terms of this Agreement, the Parties will be restored to their respective positions as they existed on the day before signing this Class Agreement. However, the Parties agree that, at that time, they will attempt to renegotiate the terms of this Agreement. In such event, the terms and provisions of this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice and will have no further force or effect with respect to the Parties, shall not be deemed or construed to be an admission or confession by the Parties of any fact, matter or proposition of law, and will not be used in this Litigation or in any other proceeding for any purpose, including cross-examination and impeachment, except to enforce or interpret the terms herein in any dispute between the Parties. and any Judgment or Order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

The Claims Administrator shall provide a report regarding “opt-out” Class Members to the Parties and the Court within seven (7) business days of the “opt-out” deadline. The report regarding “opt-out” Class Members shall contain the number and identity of those Class Members who have validly requested exclusion from the Class.

Forest shall have the right, but not the obligation, to withdraw from the Settlement and terminate this Settlement Agreement if, after the end of the opt-out period as provided in the

Court-approved Notice, the number of Class Members who properly and timely exercise their right under this Agreement to exclude themselves from the Class exceeds three thousand (3,000) Class Members.

In the event that Forest wishes to exercise its right to terminate the Settlement Agreement pursuant to Section XI, Forest must notify Plaintiffs' counsel of its intention to withdraw from the Settlement Agreement and terminate this Agreement in writing, within thirty (30) calendar days after receipt of the Claim Administrator's report regarding "opt-out" Class Members.

XII. ADDITIONAL PROVISIONS

The Parties acknowledge that it is their intent to consummate this Settlement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and will not be deemed an admission by any Party as to the merits of any claim, defense, or the certifiability of any class. The Parties agree that the consideration provided to the Settlement Class and the other terms of the Settlement were negotiated in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

This Class Agreement shall be binding upon, and inure to the benefit of, Forest and its successors and assigns. Upon this Class Agreement receiving Final Approval, it shall be binding upon, and inure to the benefit of, the Representative Plaintiffs and all Class Members who have

not timely exercised the right to opt out as provided in the Court-approved Notice and their heirs and assigns.

Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any fault, omission, wrongdoing or liability of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Released Parties may file this Agreement and/or the Judgment in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement unless later modified by agreement of the Parties or order of the Court.

All of the Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

This Agreement and the Exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized herein. Except as otherwise provided herein, the Parties will bear their own respective costs.

This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

Plaintiffs' counsel, on behalf of the Settlement Class, are expressly authorized by the Representative Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and are expressly authorized by the Plaintiff Representatives to enter into any non-material modifications or amendments to this Agreement on behalf of the Settlement Class that Plaintiffs' counsel deem appropriate, subject to agreement by the Defendants and the approval of the Court.

Each counsel or other person executing this Agreement or any of its Exhibits on behalf of any Party hereby warrants that such person has the full authority to do so.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of original counterparts will be filed with the Court.

The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and Defendants and their counsel, the Representative Plaintiffs and their counsel, and each Class Member, hereby irrevocably submits to the exclusive jurisdiction of the Court for any suit, action, proceeding, case, controversy, or dispute relating to this Class Agreement, and performance or breach of same. From and after the Court's Entry of Preliminary Approval, all Class Members who have not opted out are barred and enjoined from filing, commencing, continuing, prosecuting, intervening in, or participating as class members in any other suit, action, proceeding, case, controversy, or dispute in any jurisdiction against any or all of the Released Parties based on or relating to the Class Agreement or the matters, claims, or causes of action, or the facts and circumstances relating thereto in this Litigation, that

are to be released upon Final Approval pursuant to the Class Agreement, except as required by law or as required to effectuate this Class Agreement. Furthermore, all persons are enjoined from filing, commencing, prosecuting, litigating, or continuing a lawsuit in any jurisdiction on behalf of Class Members who have not timely excluded themselves (including but not limited to seeking to amend a pending complaint to include class allegations, seeking class certification in a pending action, or proceeding to trial in a pending class action), that is based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Litigation. All controversies or disputes relating to the Settlement, this Class Agreement, and performance or breach of same, will be heard exclusively in the United States District Court for the District of Massachusetts.

The terms of this Class Agreement and of the Motion for Preliminary Approval referred to in Section VIII, including their terms and any dollar amounts specified therein, shall not, without the joint written consent of the Parties, be disclosed before the date on which the Court-approved notice to the Class is issued, except for the purpose of submitting the Joint Motion for Preliminary Approval to the Court and for the following additional limited purposes:

1. As disclosure may be required by law;
2. As may be deemed necessary by the Parties to retain the Claims Administrator and Escrow Agent, and to retain a firm to supervise and administer the providing of notice to the Class and to enforce the terms of this Court's Orders;
3. In an action by any of the Parties to enforce or interpret the terms of this Class Agreement; and
4. In order to aid any Party in obtaining a stay, injunction, or similar relief in a parallel proceeding.

Nothing in this confidentiality provision is intended to limit any Party from disclosing to the Internal Revenue Service or other appropriate taxing authority the tax treatment or tax structure of the Settlement herein.

None of the Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any of the Parties as the drafter thereof.

This Agreement and the Exhibits hereto will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Missouri without giving effect to that State's choice-of-law principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement and have caused this Agreement to be executed by their duly authorized attorneys.

Dated: New York, New York
March 12, 2014

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By: Edwin G. Schallert

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Attorneys for Plaintiffs

Exhibit A

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

	:	
In re:	:	MDL No. 2067
	:	
CELEXA AND LEXAPRO MARKETING	:	Master Docket No. 09–MD–2067 (NMG)
AND SALES PRACTICES LITIGATION	:	
	:	Judge Nathaniel M. Gorton
	:	
THIS DOCUMENT RELATES TO:	:	
RUTH DUNHAM and	:	
TANYA SHIPPY, ET AL.	:	
	:	

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
SETTLEMENT, DIRECTING NOTICE TO THE CLASS, AND
SCHEDULING FAIRNESS HEARING**

1. The terms of the Settlement Agreement and Release (“Class Agreement”) dated March 12, 2014, including all attached Exhibits, are preliminarily approved, subject to the Court’s further consideration at the Fairness Hearing.
2. The Court finds that the Class Agreement between the Representative Plaintiffs and Defendants was entered into at arm’s-length by experienced counsel for the Parties and only after extensive negotiations. The Court further finds that the terms of the Class Agreement are sufficiently within the range of reasonableness such that notice of the Settlement should be given as subsequently set out in this Order.
3. The Court hereby appoints the Representative Plaintiffs Ruth Dunham and Tanya Shippy as Class Plaintiffs, and appoints Christopher L. Coffin, Stan P. Baudin, and Nicholas R. Rockforte of the law firm Pendley, Baudin & Coffin L.L.P., and Michael

L. Baum and R. Brent Wisner of the law firm Baum, Hedlund, Aristei & Goldman P.C. as Class Settlement Counsel.

4. In its Order dated January 10, 2014, the Court certified a Class consisting of all consumers and entities (other than governmental entities) who paid for Celexa® or Lexapro® prescribed or purchased in the State of Missouri for use by a minor under the age of 18 years between July 2001 (for Celexa) and August 2002 (for Lexapro) through the present, excluding those with personal injury claims. The Court hereby certifies the following class for settlement purposes only:

All Individuals and entities, including third-party payors (“TPP”) of prescription medicine benefits (other than governmental entities), who purchased, paid for or made a reimbursement for branded Celexa® for use by a Minor between January 1, 1998 through December 31, 2013, or who purchased, paid for or made a reimbursement for branded Lexapro® for use by a Minor between August 1, 2002 through December 31, 2013, where (i) branded Celexa® or Lexapro® was prescribed to the Minor in Missouri; or (ii) the Individual or Minor was a domiciliary citizen of Missouri at the time of the prescription or payment; or (iii) for an Individual, payment for the prescription was made in Missouri. This class does not include those Individuals or Minors who are seeking personal injury claims arising out of their purchase or use of branded Celexa® and/or Lexapro®.

Excluded from the Settlement Class are (i) any federal, state, or local government entity that purchased, paid for, or made reimbursements for Celexa® or Lexapro® prescribed for consumption by a Minor; (ii) Defendants, including their respective present and former parents, subsidiaries, divisions, partners, and affiliates; (iii) any entity in which Defendants have a controlling interest; (iv) any Class Member who timely opts out of the Settlement in accordance with the Court’s Orders; and (v) the Judge assigned to this action and any member of the Judge’s immediate family.

5. The Court has reviewed and approves the Notice Plan substantially in the form attached as Exhibit A to the Declaration of Christopher L. Coffin in Support of Joint

Motion for Preliminary Approval of Class Settlement and Notice Plan (“Notice Plan”).

6. On or before _____, 2014, the Claims Administrator shall cause copies of the detailed Settlement Notice, substantially in the form set forth as Exhibit B to the Class Agreement (the “Long-Form Notice”), to be mailed by first-class mail, postage pre-paid, to potential TPP Class Members, to the extent they can be identified with reasonable diligence or who have requested a copy. By the same date, _____, 2014, the Claims Administrator shall cause copies of the Long-Form Notice to be mailed by first-class mail to all Individual Class Members who brought claims or excluded themselves from other Celexa or Lexapro class actions or who have requested a copy.
7. On or before _____, 2014, the Claims Administrator shall cause the Long-Form Notice, Summary Notice, the Class Agreement, and all claim forms and instructions thereto to be published on the website established for purposes of this Settlement. On or before _____, 2014, the Claims Administrator shall cause the Summary Notice of Pendency of Class Action, Proposed Settlement and Fairness Hearing, substantially in the form attached as Exhibit C (“Summary Notice”) to be published in accordance with the Notice Plan and otherwise implement the Notice Plan. The Claims Administrator shall cause a copy of the Long-Form Notice to be mailed to any Class Member upon request. On or before _____, 2014, the Claims Administrator shall serve and file or cause to be served and filed a sworn statement attesting to compliance with the provisions of Paragraphs 6 and 7 of this Order.

8. The Court appoints Epiq Systems as the Claims Administrator. Responsibilities of the Claims Administrator shall include the following: (i) establishing a post office box and toll-free telephone number (to be included in the Long-Form Notice and the Summary Notice (together, the “Notices” to the Class)) for purposes of communicating with Class Members; (ii) establishing and maintaining a website for purposes of posting the Notices, the Class Agreement, and related documents; (iii) accepting and maintaining documents sent from Class Members, including claim forms, exclusion requests, and other documents relating to claims administration; and (iv) administering claims for the allocation of the settlement funds among Class Members.
9. Any Class Member who wishes to be excluded shall mail a written notice of exclusion to the Claims Administrator, so that it is post-marked no later than _____, 2014. The written notice must contain: (1) name; (2) current street address and email address (if any); (3) the time period during which the Class Member purchased, paid for, or reimbursed a prescription for Celexa® or Lexapro® prescribed for a Minor; (4) the name, address and telephone number of the Class Member’s attorney, if applicable; (5) signature; and (7) the following statement: “I do not want to be part of the Class in *In re Celexa and Lexapro Marketing and Sales Practices Litigation*, No. 09–MD–2067 (NMG)” (“Notice of Exclusion”). As set forth in the Class Agreement, in the case of an Individual Class Member, an immediate family member or legal guardian may sign the Notice of Exclusion.
10. For TPP Class Members, the Notice of Exclusion must also include a signed certification containing the following language:

The undersigned individual hereby represents that he/she has authority to sign and submit this notice of exclusion on behalf of the above-named class member.

The undersigned also certifies the he/she has not received any advice from the parties to this litigation or their attorneys concerning his/her or the class member's fiduciary obligations under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1100, *et seq.*, or other laws governing their obligations to any class member. The undersigned understands that by submitting this notice of exclusion, the class member identified above will not be entitled to receive any proceeds of the Class Settlement Fund. By affixing my signature below, I certify under penalty of perjury that the foregoing is true and correct. 28 U.S.C. § 1746.

If the person providing a certification in the Notice of Exclusion is not a duly authorized officer, director, or employee of the TPP Class Member requesting exclusion (if a corporation), or a general partner or duly authorized employee of the TPP Class Member requesting exclusion (if a partnership), he/she must attach written evidence of the TPP Class Member's grant of authority to him/her to execute the notice of exclusion on its behalf.

11. The right to opt out is an individual decision by each Class Member and no person or entity, specifically including counsel, may exercise the right to opt out on behalf of another person or entity, except for an immediate family member or legal guardian of an Individual Class Member. Class Members cannot exclude a group of Class Members or a class of Class Members from the Settlement Class.
12. Class Members who have submitted a valid Notice of Exclusion shall not be bound by the Class Agreement or the Final Order and Judgment. Upon receipt, the Claims Administrator shall promptly provide copies of each Notice of Exclusion to Class Settlement Counsel and Defendants' counsel. If either Party contests a Notice of

Exclusion, the Court shall determine its validity. However, any Class Member that does not properly and timely mail a Notice of Exclusion as set forth above shall be automatically included in the Settlement Class and shall be bound by all the terms and provisions of the Class Agreement and the Final Order and Judgment, whether or not such Class Member shall have objected to the Class Agreement and whether or not such member of the Class makes a claim upon or receives a payment from the Common Fund.

13. In order to be entitled to participate in the Class Settlement, if it is effected in accordance with all of the terms and conditions set forth in the Class Agreement, each member of the Class shall take the following actions and be subject to the following requirements:

- (a) A Class Member who wishes to receive a distribution from the Common Fund must submit on or before _____ a properly executed Claim Form (either an Individual Proof of Claim or a TPP Proof of Claim, whichever is appropriate (collectively, a “Proof of Claim”)) to the Claims Administrator as provided in the Notices. If such Proof of Claim is transmitted in any manner other than the United States Postal Service, it shall be deemed to have been submitted when actually received by the Claims Administrator and must be received by the Claims Administrator no later than _____, 2015;
- (b) Each Proof of Claim must satisfy the following conditions: (i) the Proof of Claim must be timely submitted with all required information and documentation; (ii) the Proof of Claim must be submitted by the Class Member or, in the case of Individual Class Members, an immediate family member or legal guardian of

such Class Member or, in the case of TPP Class Members, the third-party administrator of the TPP's prescription drug or health benefit plan if the TPP authorizes the agent to submit such a claim and such authorization is provided; (iii) the Proof of Claim must be timely supplemented with additional information or documentation in response to requests by the Claims Administrator pursuant to a deficiency notice or an audit of the claim; and (iv) the accuracy of the information contained in the Proof of Claim must be signed and certified under penalties of perjury;

(c) Each Individual Proof of Claim must include (a) a declaration under oath: (i) stating the time period over which the Individual Class Member purchased or paid for Celexa® or Lexapro® prescribed to a Minor; (ii) identifying the Minor and the doctor, hospital, medical facility, or pharmacy who prescribed or dispensed Celexa® or Lexapro® to the Minor; (iii) averring that Celexa® or Lexapro® was prescribed to the Minor in Missouri, or that payment for the drug was made in Missouri, or that the Individual or Minor was a domiciliary citizen of Missouri at the time of the prescription or payment; (iv) identifying, for each prescription, the amount paid; and (v) stating that, if the claim is selected for audit, the Individual Class Member shall execute a form authorizing access to records and providing such additional information that the Claims Administrator deems necessary to audit the claim as described in the Class Agreement; and (b) personal and residence information as set forth on the Claim Form.

(d) For claims by Individual Class Members selected for audit, the Claims Administrator shall accept any of the following as adequate proof of payment:

- (i) a receipt, cancelled check, or credit card statement evidencing payment of a co-pay or cash payment for Celexa® or Lexapro®; (ii) an EOB (explanation of benefits) or similar document from an insurer or other health plan evidencing payment of a co-pay or cash payment for Celexa® or Lexapro® for a Minor; (iii) records from a pharmacy, Pharmacy Benefit Manager, or similar entity evidencing payment of a co-pay or cash payment for Celexa® or Lexapro® for a Minor; (iv) a letter from the Minor's physician stating that the Minor was administered Celexa® and/ or Lexapro® and that the Individual Class Member paid a co-pay or cash payment and stating the amount paid; and/or (v) an appropriate HIPPA authorization(s) authorizing access to pharmacy and medical records, which records conclusively show that Celexa® or Lexapro® was prescribed to the Minor. The Claims Administrator shall seek only those records pursuant to an audit that are necessary to most efficiently and reasonably confirm the validity of the claim.
- (e) Each TPP Proof of Claim must include (a) documentary evidence, supported by a sworn or verified statement (i) showing that the TPP Class Member purchased, paid for, or made a reimbursement for Celexa® prescribed to a Minor between January 1, 1998 through December 31, 2013, or purchased, paid for, or made a reimbursement for Lexapro® prescribed to a Minor between August 1, 2002 through December 31, 2013; (ii) showing that Celexa® or Lexapro® was prescribed to the Minor in Missouri or that the Minor was a domiciliary of Missouri when the prescription was made; (iii) identifying the TPP Class Member's actual out-of-pocket and unreimbursed cost for each such

prescription, net of any co-payments, deductibles, reimbursements, discounts, rebates, coinsurance, and/or any other amounts received; and (iv) stating that, if the claim is selected for audit, the TPP Class Member shall authorize access to records and provide such additional information that the Claims Administrator deems necessary to audit the Claim as described in Section IV.J; and (b) business contact information as set forth on the Claim Form.

- (f) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall make a determination about which claims should be allowed in whole or in part;
- (g) In the event that the Claims Administrator deems a claim invalid for failing to comply with the terms of the Class Agreement, the Claims Administrator shall send a notice of deficiency to the Class Member describing the deficiency and the steps required to cure that deficiency. Class Members shall have sixty (60) calendar days from the date of the deficiency notice to cure any deficiency, as further set forth in the Class Agreement.
- (h) All Class Members that do not submit timely Proofs of Claim, or submit Proofs of Claim that are deficient and not cured within the time period allowed, shall be barred from receiving any payment (except to the extent that a Proof of Claim may be partially allowed) but otherwise shall be bound by all the terms and provisions of the Class Agreement; and
- (i) Each Class Member that submits a Proof of Claim shall thereby expressly submit to the jurisdiction of the Court with respect to the claims submitted and shall

(subject to final approval of the Settlement) be bound by all the terms and provisions of the Class Agreement.

14. To effectuate the Class Agreement and the provisions of the Notice Plan, the Claims Administrator shall be responsible for the receipt of all Notices of Exclusion and Proofs of Claim. The Claims Administrator shall preserve, either in paper or electronically, all Notices of Exclusion, Proofs of Claim, and any and all other written communications from the Class Members in response to the Notices for a period of five (5) years, or pursuant to further order of the Court. All written communications received by the Claims Administrator from Class Members relating to the Class Settlement shall be available at all reasonable times for inspection and copying by Class Settlement Counsel and Defendants' counsel, until payments are mailed to each Class Member.

15. Within twenty (20) business days after this Order is entered, Defendants will make the minimum Initial Payment into the Common Fund of seven million six hundred fifty thousand dollars (\$7,650,000.00) ("Initial Payment").

16. Class Members' claims will be calculated as follows ("Settlement Claim Amount"), although the actual amount payable to the Class Member may be higher or lower than this amount depending on how many valid claims are filed and the calculated value of those claims:

- a. Where records reflect a valid claim for purchase or payment between January 1, 1998 and March 31, 2005, the Settlement Claim Amount will be calculated as 100% of the cost paid or reimbursed by the Class Member.

- b. Where records reflect a valid claim for purchase or payment between April 1, 2005 and March 19, 2009, the Settlement Claim Amount will be calculated as 65% of the cost paid or reimbursed by the Class Member.
 - c. Where records reflect a valid claim for purchase or payment between March 20, 2009 and December 31, 2013, and where records reflect that the prescription was for a Minor under the age of 12 years, the Settlement Claim Amount will be calculated as 65% of the cost paid or reimbursed by the Class Member.
 - d. Where records reflect a valid claim for purchase or payment between March 20, 2009 and December 31, 2013, and where records reflect that the prescription was for a Minor aged 12 years or older, the Settlement Claim Amount will be calculated as 20% of the cost paid or reimbursed by the Class Member.
 - e. If an Individual Class Member is unable to identify the amount(s) paid as set forth in Subsection (iv) of Section 13(c) of this Order, but meets the other criteria for submitting a valid claim set forth above, the Individual will be deemed to have a valid claim of fifty dollars (\$50.00).
17. If, following the Effective Date and the Claim Deadline, the aggregate amount of valid claims, plus the incentive awards awarded by the Court, plus the attorneys' fees and expenses awarded by the Court, plus the notice and administration costs, is less than the Initial Payment amount (plus interest as provided for in the Class Agreement), the remainder of the funds shall be distributed on a pro rata basis to Class Members who have submitted valid claims.
18. If, following the Effective Date, the aggregate amount of valid claims by Class Members exceeds four million two hundred fifteen thousand dollars (\$4,215,000.00),

Defendants shall pay additional funds into the Common Fund sufficient to pay additional valid claims up to, but not to exceed, two million seven hundred thousand dollars (\$2,700,000.00), so that in no event shall the total amount paid by Defendants exceed ten million three hundred fifty thousand dollars (\$10,350,000.00) (“Capped Payment”). Defendants shall not be required to pay additional funds into the Common Fund above the Initial Payment amount to pay for any attorneys’ fees, expenses, notice and administration costs, or incentive awards, and Defendants shall not be required to pay additional funds into the Common Fund if the aggregate amount of valid claims is less than four million two hundred fifteen thousand dollars (\$4,215,000.00).

19. If, following the Effective Date and the Claim Deadline, the aggregate amount of valid claims, plus the incentive awards awarded by the Court, plus the attorneys’ fees and expenses awarded by the Court, plus notice and administration costs, exceeds the Capped Payment amount, the settlement amounts paid shall be reduced in pro rata proportion to Class Members’ valid claims as allowed by the Claims Administrator. In no event shall Defendants be required to pay claims in excess of the Capped Payment amount.

20. Any information received by the Claims Administrator in connection with this Settlement that pertains to a particular Class Member, or information submitted in conjunction with a Notice of Exclusion (other than the identity of the individual or entity requesting exclusion), shall not be disclosed to any other person or entity other than Class Settlement Counsel, Defendants’ counsel, and the Court, or as otherwise provided in the Class Agreement.

21. A hearing on final settlement approval (the “Fairness Hearing”) will be held on [_____, 2014 at _____ a.m./p.m.] before this Court, in Courtroom 4 at the John Joseph Moakley Courthouse, United States District Court for the District of Massachusetts, One Courthouse Way, Boston, Massachusetts 02210, to consider the following: (a) the final certification of the Settlement Class; the fairness, reasonableness, and adequacy of the Class Agreement; the dismissal with prejudice of the claims brought by Plaintiffs Ruth Dunham and Tanya Shippy in the Second Amended Complaint; and the entry of Final Judgment; and (b) whether Class Settlement Counsel’s application for attorneys’ fees, expenses, and incentive awards for the Class Representatives (the “Motion for Attorneys’ Fees, Expenses, and Class Representative Incentive Awards”) should be granted. Within seven (7) business days before the Fairness Hearing, the Parties shall submit (i) any memoranda or other materials in support of final approval of the Class Agreement and (ii) any Motion for Attorneys’ Fees, Expenses, and Class Representative Incentive Awards, as applicable.
22. Any Class Member who intends to object to the final certification of the Settlement Class; the fairness, reasonableness, and adequacy of the Class Agreement; the dismissal with prejudice of the claims brought by Plaintiffs Ruth Dunham and Tanya Shippy in the Second Amended Complaint; or the entry of the Final Judgment must submit, in writing, his/her name and address; the basis for the opposition; all arguments and citations supporting the objection; and any evidence supporting the objection. The Class Member must also provide a declaration under oath sufficient to demonstrate that they are a Class Member, and provide a statement whether the

objector intends to appear at the Fairness Hearing, either with or without counsel.

An objection will be deemed submitted and will be considered by the Court if it is post-marked by the deadline set forth in the Class Notice and mailed to the Court, Class Settlement Counsel, and Defendants' Counsel at the addresses provided in the Class Notice. It shall be the objector's responsibility to ensure receipt of any objection by the Court, Class Settlement Counsel, and Defendants' counsel. If the objector intends to appear at the Fairness Hearing through counsel, his/her counsel must file a notice of appearance with the Court within ten (10) business days after the objection is post-marked. Any Class Member who fails to timely file a written objection shall not be permitted to speak at the final fairness hearing, either with or without counsel.

23. Any Class Member who elects to be excluded from the Settlement Class shall not be entitled to object to any aspect of this Settlement.

24. Counsel for the Parties who must be served with all such documentation are as follows:

Class Counsel

Christopher L. Coffin
Stan P. Baudin
Nicholas R. Rockforte
PENDLEY, BAUDIN & COFFIN, LLP
1515 Poydras Street, Suite 1400
New Orleans, Louisiana 70112

Michael L. Baum
R. Brent Wisner
BAUM, HEDLUND, ARISTEI & GOLDMAN, P.C.
12100 Wilshire Blvd., Suite 950
Los Angeles, California, 90025

Counsel for Defendants

Edwin G. Schallert
Kristin D. Kiehn
DEBEVOISE & PLIMPTON LLP
919 Third Avenue
New York, NY 10022

William F. Benson
SUGARMAN, ROGERS, BARSHAK & COHEN, P.C.
101 Merrimac Street
Boston, MA 02114

25. The date and time of the Fairness Hearing shall be set forth in the Summary Notice and Long-Form Notice, but shall be subject to adjournment by the Court without further notice to Class Members other than that which may be posted at the Court, on the Court's website, and/or the website to be established pursuant to the Notice Plan.
26. Any Class Member may hire an attorney at his or her or its own expense to appear in the action. Such attorney shall file a Notice of Appearance with the Court and serve a copy upon Attorney Christopher L. Coffin at the address listed above and serve a copy upon Attorney Edwin G. Schallert at the address listed above no later than ten (10) days after mailing such objection.
27. All discovery and other pretrial proceedings relating to the claims brought by Plaintiffs Ruth Dunham and Tanya Shippy in the Second Amended Complaint filed in the *Celexa and Lexapro Marketing and Sales Practices MDL* are stayed and suspended, pending the Effective Date of the Class Agreement ("Final Approval"), except such proceedings as are provided for in the Class Agreement, or which may be necessary to implement the terms of the Class Agreement or this Order.
28. Pending Final Approval, all Class Members who have not opted out are barred and enjoined from filing, commencing, continuing, prosecuting, intervening in, or participating as class members in any other suit, action, proceeding, case,

controversy, or dispute in any jurisdiction against any or all of the Released Parties (as defined in the Class Agreement) based on or relating to the Class Agreement or the matters, claims, or causes of action, or the facts and circumstances relating thereto in this Litigation, that are to be released upon Final Approval pursuant to the Class Agreement, except as required by law or as required to effectuate this Class Agreement. Furthermore, all persons are enjoined from filing, commencing, prosecuting, litigating, or continuing a lawsuit in any jurisdiction involving Class Members who have not timely excluded themselves (including but not limited to seeking to amend a pending complaint to include class allegations, seeking class certification in a pending action, or proceeding to trial in a pending class action), that is based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Litigation (as that term is defined in the Class Agreement).

29. Upon Final Approval, all Class Members that do not file a timely Notice of Exclusion shall be forever enjoined and barred from asserting any of the matters, claims, or causes of action released pursuant to the Class Agreement, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action as provided for in the Class Agreement.
30. In the event that the Class Agreement is terminated in accordance with the provisions therein permitting termination, the Class Agreement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided in the Class Agreement, and without prejudice to the rights of Plaintiffs and Defendants.

31. Neither this Order nor the Class Agreement shall constitute any evidence or admission of liability by any Defendant, nor shall they be offered in evidence in this or any other proceeding except to consummate or enforce the Class Agreement or the terms of this Order, or by any Released Party in connection with any action asserting Released Claims (as that term is defined in the Class Agreement).

SO ORDERED.

S/ Nathaniel M. Gorton

UNITED STATES DISTRICT JUDGE

Exhibit B

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
FINAL FAIRNESS HEARING**

This Notice is to inform you of a class action settlement in a lawsuit against Forest Laboratories, Inc. and Forest Pharmaceuticals, Inc. The Court in charge of the case is the United States District Court for the District of Massachusetts, and the case is called *In re Celexa and Lexapro Marketing and Sales Practices Litigation*, No. 09–MD–2067 (NMG). The people who sued are called Plaintiffs and the companies they sued are called Defendants. The Plaintiffs claim that Defendants violated the Missouri Merchandising Practices Act by misrepresenting the efficacy of Celexa® and Lexapro® for use by persons under the age of 18.

You have the right to know about the litigation and about your legal rights and options before the Court decides whether to approve the settlement. The Notice explains the litigation, the settlement, and your legal rights. Please read the entire Notice carefully.

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BASIC INFORMATION

1. What Is a Class Action and Who Is Involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of all other people who have similar claims. Together, these people are called “Class Members,” or collectively, a “Class.” Because everyone in the Class has similar claims against the party being sued, one court can resolve the issues for everyone in the Class, except those who exclude themselves. In this case, Tanya Shippy and Ruth Dunham are the Class Representatives.

2. Who Are The Defendants?

The Defendants are Forest Pharmaceuticals, Inc. and Forest Laboratories, Inc. (“Forest”).

3. What are Celexa® and Lexapro®?

Celexa® is a prescription drug used to treat depression. Lexapro® is also a prescription drug used to treat depression.

4. What Is This Lawsuit About?

The Plaintiffs in this lawsuit claim that Forest violated the Missouri Merchandising Practices Act by misrepresenting the efficacy of Celexa® and Lexapro® for use by persons under the age of 18—in other words, Plaintiffs claim Defendants told people Celexa® and Lexapro® were effective in treating depression in those under 18 when it really wasn’t. The lawsuit asks for money damages as a result of purchases of Celexa® and Lexapro® for use by persons under the age of 18.

5. Why Is There A Settlement?

After reviewing many of Forest’s documents, taking testimony from several individuals, and compiling expert reports, Class Counsel sought and obtained the Court’s approval for the case to proceed as a class in Missouri. Forest filed an appeal of that approval. Class Counsel and Forest agreed, given the risks and benefits of proceeding, that reaching a settlement would be beneficial to both sides. The Class Representatives and the attorneys appointed by the Court to serve as “Class Counsel” believe that the settlement is in the best interests of all Class Members and provides the Class Members with fair compensation. In exchange for agreeing to pay Class Members under the settlement, the Class Members agree to “release” their claims against Forest, meaning they agree not to sue Forest for any claims related to the claims that are being settled. The settlement does not mean that Forest did anything wrong.

WHO IS AFFECTED BY THE SETTLEMENT

6. Who Is In the Class?

Individuals: You are part of this lawsuit if you purchased or paid for Celexa® or Lexapro® for use by a minor under the age of 18 between January 1, 1998 and December 31, 2013, and if either (i) Celexa® or Lexapro® was prescribed to the minor in Missouri; or (ii) payment for the prescription was made in Missouri; or (iii) you or the minor was a domiciliary citizen of Missouri at the time of the prescription or payment.

Entities, including Third-Party Payors: You are part of this lawsuit if you purchased, paid for, or made a reimbursement for Celexa® or Lexapro® for use by a minor under the age of 18 between January 1, 1998 and December 31, 2013, and if either (i) Celexa® or Lexapro® was prescribed to the minor in Missouri or (ii) the minor was a domiciliary citizen of Missouri at the time of the prescription or payment. Governmental entities are excluded from the lawsuit.

7. Are There Exceptions to Being Included In the Class?

You are not a member of this class if you purchased the generic formulation of Celexa® (known as citalopram) or Lexapro® (escitalopram).

You are not a member of this class if you are pursuing a personal injury claim relating to your use of Celexa® and/or Lexapro®.

8. What If I Am Not Sure That I Am a Class Member?

If you are not sure whether you are included in the class, you can visit the website [website], call [toll free 1-000-000-0000], or write to Epiq Systems, the Class Administrator, for more information.

THE LAWYERS REPRESENTING THE CLASS

9. Do I Have a Lawyer Representing Me In This Case?

The Court decided that Christopher L. Coffin, Stan P. Baudin, and Nicholas R. Rockforte of Pendley, Baudin, & Coffin, LLP and Michael L. Baum of Baum, Hedlund, Aristei & Goldman, P.C. will represent all Class Members as “Class Counsel”.

These attorneys are experienced in representing class members in class action lawsuits and settlements.

Class Counsel’s contact information is as follows:

PENDLEY, BAUDIN & COFFIN, LLP
1515 Poydras St., Suite 1400
New Orleans, Louisiana 70112
Telephone: (225) 687-6396
Facsimile: (225) 697-0577

BAUM, HEDLUND, ARISTEI &
GOLDMAN, P.C.
12100 Wilshire Blvd., Suite 950
Los Angeles, California, 90025
Telephone: (310) 207-3233
Facsimile: (310) 820-7444

10. How Will Class Counsel Get Paid?

Class Counsel will make an application with the Court seeking up to 34% of the Common Fund for attorneys' fees, and cost reimbursement not to exceed \$325,000. All of these amounts, to the extent approved by the Court, will be deducted from the Common Fund. You may choose to have your own attorney represent you in this matter; however, if you want to be represented by your own attorney, you will be responsible for paying his/her fees.

THE SETTLEMENT BENEFITS

11. What Does the Settlement Provide?

In exchange for releasing certain claims against Forest, you and all other Class Members who submit a valid claim by [_____, within 45 days after the first publication of Notice] will receive a portion of the purchase price you paid for Celexa® or Lexapro®, up to the full amount you paid. Forest is supplying money to a Common Fund sufficient to ensure that all Class Members are paid. How much you can receive depends on when you purchased Celexa® or Lexapro® and whether you know the amount you paid:

- If you purchased or paid for Celexa® or Lexapro® between January 1, 1998 and March 31, 2005, for use by a minor under the age of 18 years, and you know how much you paid, you will have a claim for the full amount (100%) of the price you paid.
- If you purchased or paid for Celexa® or Lexapro® between April 1, 2005 and March 19, 2009, for use by a minor under the age of 18 years, and you know how much you paid, you will have a claim for 65% of the price you paid.
- If you purchased or paid for Celexa® or Lexapro® between March 20, 2009 and December 31, 2013, for use by a minor under the age of 12 years, and you know how much you paid, you will have a claim for 65% of the price you paid.
- If you purchased or paid for Celexa® or Lexapro® between March 20, 2009 and December 31, 2013, for use by a minor 12 years or older, and you know how much you paid, you will have a claim for 20% of the price you paid.

- If you purchased or paid for Celexa® or Lexapro®, for use by a Minor under the age of 18 years, during any of those time periods, but you do not know how much you paid, you will still be entitled to a claim of \$50.
- If you purchased Celexa® or Lexapro® for use by a Minor under the age of 18 years, but were reimbursed in full by another source, you are still entitled to recover under the Settlement.

12. What Am I Giving Up in Exchange For the Settlement?

You are giving up the right to pursue any lawsuit against Forest for issues related to the claims or allegations in this case. Specifically, if the settlement is approved and becomes final, you will be releasing Forest for all the claims for economic loss identified in Section VI of the Class Agreement. The Class Agreement is available at **[website]**. The Class Agreement describes the released claims (meaning the claims you're giving up) with specific descriptions, in necessarily accurate legal terminology, so please read it carefully. If you have any questions about the Release provisions, you may contact Class Counsel (whose contact information is below). The release does not give up any personal injury claim that your child might have.

SUBMITTING A CLAIM FOR BENEFITS UNDER THE SETTLEMENT

13. How Do I Submit A Claim Form?

To request a payment under the settlement, you must complete and submit a Claim Form. You can get a Claim Form at **[website]** or by calling **[toll-free phone number]** or writing to the address below. Claim Forms must be postmarked by **[_____], 9 months after the first day of publication notice**, and mailed to:

[Address set up by Claims Administrator]

If you are an Individual, along with the Claim Form you must include personal and residence information as set forth on the Claim Form and a declaration under oath that: (1) states the time period during which you purchased or paid for Celexa or Lexapro prescribed to a Minor; (2) identifies the Minor and the doctor, hospital, medical facility, or pharmacy who prescribed or filled the prescription for Celexa or Lexapro; (3) states that Celexa or Lexapro was prescribed to the Minor in Missouri, or that you made your payment for the drug in Missouri, or that either you or the Minor were a "domiciliary citizen" of Missouri at the time of prescription or payment; (4) identifies the amount paid for each prescription; and (5) states that if your claim is selected for audit (meaning selected to be checked to make sure you are eligible), you will authorize access to the records necessary for the Claims Administrator to check your claim.

If you are an Entity, along with the Claim Form you must include business contact information as set forth in the Claim Form and documentary evidence, supported by a declaration under oath that: (1) shows that you purchased, paid for, or made a reimbursement for Celexa prescribed to a Minor between January 1, 1998 through December 31, 2013, or that you purchased, paid for, or made a reimbursement for Lexapro prescribed to a Minor between August 1, 2002 through December 31, 2013; (2) shows that Celexa or Lexapro was prescribed to the Minor in Missouri or that the Minor was a “domiciliary citizen” of Missouri when the prescription was made; (3) identifies your actual out-of-pocket and unreimbursed cost for each prescription, net of (meaning reduced by) any co-payments, deductibles, reimbursements, discounts, rebates, coinsurance, and/or any other amounts received; and (4) states that if your claim is selected for audit (meaning selected to be checked to make sure you are eligible), you shall authorize access to records and provide such other information that is necessary for the Claims Administrator to check your claim.

14. When Will I Receive My Money?

The Court will hold a Final Fairness Hearing to decide whether or not to approve the settlement, after which the Court will make a decision about whether or not to approve the Class Agreement. This process takes time and it is impossible to predict how much time the Court will need to reach a decision. There may also be appeals of the Court’s decision, which may result in additional delays. If you submit a claim, you will be kept informed of the progress of the settlement on the Settlement Website. Please be patient.

15. What Happens If the Court Does Not Approve the Settlement?

If the settlement is not approved, or does not become final, the parties will be returned to the positions they were in before they entered into the settlement, and this case will then proceed before the Court as if the settlement never happened.

EXCLUDING YOURSELF FROM (OPTING OUT OF) THE SETTLEMENT

16. How Do I Exclude Myself From (Opt Out Of) the Class?

If you do not want to receive the settlement benefits, and want to keep the right to sue Forest on your own in a separate lawsuit, you must take steps to exclude yourself from the Class (also known as “opting out”).

If you want to be excluded from (opt out of) the settlement, you must send a written Notice of Exclusion to the Claims Administrator. Your written Notice of Exclusion must contain: (1) your name; (2) your current street address and email address (if any); (3) the time period during which you purchased, paid for, or reimbursed a prescription for Celexa or Lexapro prescribed for a Minor; (4) the name, address and telephone number

of your attorney if you have one; (5) your signature; and (6) the following statement: “I do not want to be part of the Class in *In re Celexa and Lexapro Marketing and Sales Practices Litigation*, No. 09–MD–2067 (NMG).”

Your written notice must be postmarked no later than [_____, **45 days after the date on which notice is first published**], and mailed to Epiq Systems, the Claims Administrator.

You can only exclude yourself from (opt yourself out of) the settlement; however, an immediate family member or legal guardian may sign and submit the opt-out on your behalf. You cannot exclude (or opt out) someone else.

If your request to exclude yourself (opt out) is timely, you will no longer have any rights under the settlement. This means you will receive no further notifications and you will not be entitled to share in any relief that may be awarded by the Court. If you exclude yourself (opt out), you will not release any claims and will not be bound by any final judgment in this matter.

17. If I Do Not Exclude Myself (Opt Out), Can I Still Sue Forest For the Same Thing Later?

No. Unless you exclude yourself from the Class, you are giving up any right to sue Forest for the claims that the settlement resolves. You must exclude yourself from the Class to continue your own lawsuit if it involves the same or similar claims to those made in this lawsuit.

If you have a separate lawsuit pending against Forest, you should speak to your lawyer in that case immediately.

18. If I Exclude Myself (Opt Out), Do I Still Receive Money From the Settlement?

No. If you exclude yourself, you cannot recover any amount under this settlement. However, you may pursue a different lawsuit against Forest.

OBJECTING TO THE SETTLEMENT

19. How Do I Tell the Court That I Do Not Like the Settlement?

If you do not exclude yourself (opt out), you may still object to the settlement and ask to appear in person or through your attorney at the Final Fairness Hearing.

To object, you must send a **written** document to the Court that includes: (1) your name; (2) your current street address; (3) a statement explaining why you are objecting to the settlement; (4) any arguments and citations you have to support your objection; and (5)

any evidence you have to support your objection, including any witnesses you have or any exhibits you want to offer. Your written statement must also state whether you intend to appear at the Fairness Hearing, either with or without your own, independent counsel. Finally, your statement must include a declaration under oath sufficient to show that you are a Class Member, meaning it must state all of the information that must be filled out on the Claim Form, which is explained under Question 13 above.

If you are going to be represented by your own, independent counsel at the Fairness Hearing, your counsel must file what is called a “notice of appearance” with the Court within ten (10) days after your objection is post-marked. This means it is extremely important that your independent counsel be aware of the day you mail your objection.

You must mail or deliver your objection(s) so that your written submission and related documents are post-marked by [_____, within 45 days of the first day of publication of notice].

If you do not object in the manner provided above you will waive your right to object and will not be able to oppose any aspect of the settlement.

All written objections made by Class Members must be sent to all of the following addresses:

The Court

Clerk of the Court
Re: MDL No. 2067, Celexa & Lexapro Marketing & Sales Practices Litigation, Plaintiffs
 Dunham & Shippy, et al.
 District of Massachusetts
 United States District Court
 John Joseph Moakley U.S.
 Courtroom 4
 1 Courthouse Way
 Boston, MA 02210

Class Counsel

Pendley, Baudin & Coffin, LLP
Attn: Celexa and Lexapro Missouri Settlement
 1515 Podras St., Suite 1400
 New Orleans, LA 70112

Forest’s Attorneys

Debevoise & Plimpton LLP
Attn: Celexa and Lexapro Missouri Settlement
 919 Third Avenue
 New York NY 10022

20. What Is the Difference Between Objecting To and Excluding Myself From (Opting Out Of) the Settlement?
--

Objecting tells the Court that you want to remain in the Class, but think the settlement, or some aspect of it, is unfair. **You can object only if you remain in the Class, and you cannot object first and exclude yourself (opt out) later.**

Excluding yourself (opting out) tells the Court that you do not want to be part of the Class and do not want to participate in the settlement. **If you exclude yourself (opt out), you cannot object because the case no longer affects you.**

DETAILS ABOUT THE FINAL FAIRNESS HEARING?

21. What Is the Final Fairness Hearing?

The Court will hold a Final Fairness Hearing to decide whether or not to approve the settlement. You may attend that hearing and ask to speak, but you do not have to.

At the Final Fairness Hearing, the Court will decide: (1) whether the Settlement Class should be finally certified; (2) whether or not the settlement is fair, reasonable and adequate; (3) whether or not to approve payment of the Class Representatives' incentive awards; and (4) whether or not to approve payment of Class Counsel's fees and reimbursement of Class Counsel's expenses. If there are objections, the Court may consider them.

22. When and Where Will the Final Fairness Hearing Be?

The Final Fairness Hearing is scheduled for [time] on [_____, **30 calendar days after the deadline for class members to mail objections and requests for exclusion**], before the Honorable Nathaniel M. Gorton, U.S. District Judge, in Courtroom Number 4 at the John Joseph Moakley U.S. Courthouse, which is located at 1 Courthouse Way, Boston, MA 02210. The Court may cancel or change the date/time of the Final Fairness Hearing without further written notice to Class Members. To the extent possible, such changes will be posted on the Settlement Website.

23. Do I Have To Go to the Final Fairness Hearing?

No. You are welcome to attend the Final Fairness Hearing, at your own expense; but you do not have to. Class Counsel will answer any questions that the Court may have. If you send a timely objection, you do not have to come to Court to talk about it. As long as your written objection was received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. Am I Allowed to Speak at the Final Fairness Hearing?

If you object to the settlement, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must mail your written request to the Clerk of the Court, Class Counsel and Forest's attorneys at all of the addresses provided in Question 19 above so that it is post-marked no later than ten (10) days after you mailed your written objection. Your written request must state: your name, address and telephone number, as well as the name, address and telephone number of any person who will appear on your

behalf. Your request must also state that you previously objected to the settlement according to the requirements in Question 19 above. If your request fails to satisfy the requirements set forth in this Notice, or was not properly or timely submitted, it will be deemed ineffective and you will waive your right to appear and/or comment on the settlement at the Final Fairness Hearing.

You cannot speak at the Final Fairness Hearing if you excluded yourself from (opted out of) the settlement.

EFFECTS OF DOING NOTHING

24. What Happens If I Do Nothing At All?
--

If you do nothing, you will not receive any amounts from this settlement. However, you will be bound by the settlement, meaning you will not be able to pursue any other lawsuit against Forest regarding the legal issues raised in this case ever again.

GETTING MORE INFORMATION

25. Where Can I Get More Details About the Case And/Or the Settlement?
--

This Notice summarizes the settlement. More details are in the Settlement Agreement, which, along with other documents concerning the settlement, are available online at **[website]**.

The first place to check is the Settlement Website. Do not contact the Court for legal questions or advice.

More information is also available by calling **[number]** or writing to Epiq Systems, the Claims Administrator. You may also contact Class Counsel using the information provided in Question 19 above.

Exhibit C

If you purchased Celexa® or Lexapro® for use by someone under the age of 18, you could be entitled to money from a class action settlement.

A settlement has been reached in a class action lawsuit with Forest Laboratories, Inc. and Forest Pharmaceuticals, Inc. (“Forest”) involving the antidepressant drugs Celexa® and Lexapro®. If the settlement is court-approved, your rights may be affected. This notice has been authorized by the United States District Court for the District of Massachusetts. The Court will hold a hearing to consider whether to approve the settlement so that the claims may be paid. This summary provides basic information about the settlement.

What Is This Lawsuit About?

This lawsuit claims that Forest violated the Missouri Merchandising Practices Act by misrepresenting the effectiveness of Celexa® and Lexapro® for use by persons under the age of 18. Forest denies all allegations and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

Who’s Included?

You are a “Class Member” if you purchased or reimbursed a purchase of Celexa® or Lexapro® for use by a person under the age of 18 on or before December 31, 2013 and either you or the person using the drug was a domiciliary citizen of Missouri, you paid for the drug in Missouri, or the drug was prescribed in Missouri. Individuals with personal injury claims involving Celexa® or Lexapro® (either pending or settled) are not included in, or affected by, this settlement.

What Benefits Does the Settlement Provide?

Class Members who submit valid claims with the required documentation may recover a percentage of what they paid or reimbursed for purchases of Celexa® or Lexapro® to be used by a person under the age of 18. Class Members with otherwise valid claims who cannot provide documentation of the amount of their payments for Celexa® or Lexapro® may still submit a claim for \$50. Claim payments will vary based on several factors, including the date of the Class Members’ payments for the drugs, as well as the number of claims filed and the total amounts claimed by all class members. A settlement fund ranging from at least \$7.65 million to \$10.35 million has been established to pay valid claims, attorney fees, incentive awards, costs, and expenses associated with administering the settlement.

What Are Your Options and What Are the Deadlines?

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
OPTION	EXPLANATION	DEADLINE
SUBMIT A CLAIM FORM	The only way to get a payment under the settlement.	[date]
EXCLUDE YOURSELF	Get no payment under the settlement. This is the only option that allows you to ever be part of any other lawsuit against Forest about the claims and allegations in this case.	[date]
OBJECT	Write to the Court about why you don't like the settlement.	[date]
GO TO THE HEARING	Ask to speak in Court about the fairness of the settlement.	[date]
DO NOTHING	Get no payment under the settlement. You also give up your right to bring any other lawsuit against Forest for issues relating to the claims and allegations in this case.	N/A

Please read the full detailed notice, which is available at [WEBSITE], and decide whether you wish to make a claim.

To make a claim, you must submit a valid Claim Form on or before MONTH DD, 2014. If you do not make a claim within this time period, you will lose your right to obtain this benefit.

If you don't want to make a claim and you don't want to be legally bound by the settlement, you must postmark your request to exclude yourself by MONTH DD, 2014, or you won't be able to sue, or continue to sue, Forest about the legal claims and allegations in this case. If you exclude yourself, you will not be eligible to receive a payment from this settlement.

If you stay in the class, you may object to the settlement. Objections must be received by MONTH DD, 2014. The detailed notice describes how to exclude yourself or object. The Court will hold a hearing in this case, *In re Celexa and Lexapro Marketing and Sales Practices Litigation*, Case No. MDL-02067, on MONTH DD, 2014 at [time] to consider whether to approve the settlement and a request for attorneys' fees, expenses, and

incentive awards to made to each of the two Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

For More Information About the Settlement

To obtain a full notice and Claim Form, go to [WEBSITE] or call toll free [NUMBER]. For more details, go [WEBSITE] or write to [CLAIM ADMINISTRATOR ADDRESS].