

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE REMERON END-PAYOR
ANTITRUST LITIGATION

MASTER FILE NO. 02-CV-2007 (FSH)

NOTICE OF CLASS ACTION, PROPOSED SETTLEMENT AND FAIRNESS HEARING

TO: ALL END-PAYORS (INCLUDING ANY ASSIGNEES OF END-PAYORS) WHO PURCHASED AND/OR PAID ALL OR PART OF THE PURCHASE PRICE OF REMERON® AND/OR ITS GENERIC EQUIVALENTS (“MIRTAZAPINE PRODUCTS”) IN THE UNITED STATES DURING THE PERIOD JUNE 15, 2001 THROUGH JANUARY 25, 2005.

THIS NOTICE EXPLAINS YOUR RIGHTS - PLEASE READ IT CAREFULLY.

I. WHAT’S THIS ABOUT?

The parties to the above-captioned End-Payor actions, pending before the Honorable Faith S. Hochberg of the United States District Court for the District of New Jersey (the “Court”), have agreed to a Settlement in the total amount of up to \$36,000,000, as described in more detail in Section IV. The Settlement is subject to approval by the Court.

The purpose of this Notice is to inform members of the proposed Settlement Class, which includes consumers and public and private institutional Third-Party Payors, of their rights. If you are a member of the Settlement Class (defined in Section II below), you need not do anything to remain in the Settlement Class. However, **if you want to file a claim, you should either complete, sign, and mail the Claim Form attached to this Notice, or visit the website at www.RemeronSettlement.com, or call toll-free 1-866-401-6807.** You may skip to Section VIII, at page 5 below, to find out **How Do You Ask For A Payment**, but you are advised to read this entire Notice if you wish to be fully advised of your rights. Capitalized terms used in this Notice, but not defined herein, have the meanings given to them in the Settlement Agreement.

II. WHO IS IN THE SETTLEMENT CLASS?

The “Settlement Class,” which the Court has conditionally certified for the purposes of this Settlement only, includes all End-Payors (including any assignees of such End-Payors) who purchased and/or paid all or part of the purchase price of Mirtazapine Products in the United States during the period June 15, 2001 through January 25, 2005 (the date of the Court’s Order Preliminarily Approving the Settlement), which is the “Class Period.” An “End-Payor” for these purposes includes any person (or the estate of a person) that was a consumer who purchased and/or paid all or part of the purchase price of Mirtazapine Products in the United States during the Class Period; it also includes Third-Party Payor entities, such as health insurers, that purchased and/or paid all or part of the purchase price of Mirtazapine Products in the United States during the Class Period. (Under the Settlement Agreement, a Third-Party Payor is, generally, an entity (such as a health insurer or the sponsor of a health benefit plan) that provides prescription drug benefits, or that is contractually obligated to pay (whether directly to a pharmacy or to the individual insured or benefit plan participant) all or part of the purchase price of Mirtazapine Products dispensed to an insured or plan participant.) Excluded from the Settlement Class are: Defendants and any of their subsidiaries and affiliates; all federal governmental entities, agencies, and instrumentalities; and all wholesalers and retailers and all persons or entities that purchased Mirtazapine Products primarily for purposes of resale.

III. BACKGROUND

The End-Payor Plaintiffs’ Complaints and Defendants’ Motion to Dismiss. End-Payor Plaintiffs and all State Attorneys General have filed lawsuits alleging that Organon Inc. (n/k/a Organon USA Inc.) and Akzo Nobel N.V. (collectively, the “Defendants”) monopolized and attempted to monopolize the United States market for Remeron® and its generic equivalents in violation of the federal antitrust laws. The End-Payor Plaintiffs and the State Attorneys General also have alleged in these actions that Defendants’ conduct violated the antitrust and/or deceptive practice laws and/or the common law of several states, and resulted in Defendants’ unjust enrichment. Defendants deny each and every one of End-Payor Plaintiffs’ and State Attorneys General’s allegations of unlawful or improper conduct and deny End-Payor Plaintiffs’ entitlement to damages or any other relief.

Defendants moved to dismiss End-Payor Plaintiffs’ Amended Consolidated Class Action Complaint. Defendants’ Motion to Dismiss was undecided at the time of the proposed Settlement Agreement described herein, and remains undecided as of the date of this Notice. Certain antitrust causes of action by generic drug manufacturers were dismissed by the Court on December 3, 2003, and certain antitrust causes of action asserted by certain Direct Purchaser Plaintiffs were dismissed by the Court on September 8, 2004, in each case before this Settlement was achieved.

If the Settlement is not finally approved by the Court, or the Settlement Agreement otherwise fails to become Effective in accordance with its terms, the Parties will resume litigating these cases, and there will be no assurance that any Plaintiff or any member of the Settlement Class will obtain a recovery.

Class Certification. End-Payor Plaintiffs moved to certify a nationwide class of End-Payors, including consumers and public and private institutional End-Payors. That Motion for Class Certification was undecided at the time of the proposed Settlement Agreement, and remains undecided as of the date of this Notice. The current Settlement Class has been certified for Settlement purposes only.

Extensive Discovery. End-Payor Plaintiffs conducted an extensive economic and factual investigation. This included review of approximately 800,000 pages of documents and data, taking depositions of many current or former employees of the Defendants, and consultation with expert economists, the State Attorneys General and others. The End-Payor Plaintiffs have concluded, on the basis of their factual and legal investigation, that the proposed Settlement is fair, reasonable, and adequate.

State Attorneys General. A working group of State Attorneys General participated in the negotiation of the proposed Settlement, after conducting an extensive economic and factual investigation, relating to the claims, underlying events, and conduct alleged by the End-Payor Plaintiffs. The State Attorneys General have concluded on the basis of their factual and legal investigation that the proposed Settlement is fair, reasonable, and adequate.

IV. WHAT DOES THE SETTLEMENT PROVIDE?

In December, 2003, at the suggestion of the Court, all parties to this coordinated litigation began to explore settlement while continuing with the litigation. This process included a settlement mediation and many settlement discussions.

In February, 2004, all parties and the State Attorneys General participated in a two-day settlement conference in Court. Throughout this process, arm's-length negotiations occurred between Counsel for End-Payor Plaintiffs, working in cooperation with the State Attorneys General, and Counsel for Defendants. Ultimately, the End-Payor Plaintiffs and State Attorneys General were able to agree with Defendants on this proposed Settlement. The Settlement has been preliminarily approved by the Court.

The following description summarizes key terms of the Settlement. The Settlement Agreement is on file with the Court and can be reviewed in full, as described in Section IX of this Notice. The Settlement provides:

A. Settlement Payments. The Settlement provides for settlement payments by Defendants in a total amount of up to Thirty-Six Million Dollars (\$36,000,000) (the "Settlement Consideration"), portions of which will be paid into escrow and may accumulate interest, dividends, and other distributions and payments as they are held in escrow. The Settlement Consideration consists of: (1) Thirty-Three Million Dollars (\$33,000,000) that Defendants have paid into an Escrow Account, plus any interest, dividends, and other distributions and payments earned on that sum while in escrow (the "**Settlement Fund**"); plus (2) up to Two Million Dollars (\$2,000,000) that Defendants have paid into an Escrow Account to pay for costs and expenses of Settlement Class notice and costs of settlement administration, plus any interest, dividends, and other distributions and payments earned on that sum while in escrow (the "**Notice Fund**"); plus (3) up to One Million Dollars (\$1,000,000) that the Defendants will pay to the States following the Effective Date of the Settlement Agreement for their reasonable attorneys' fees and expenses incurred in their investigations of Defendants relating to this matter, and in connection with the approval and administration of this Settlement. These payments, and their purposes and use, are further described below.

1. The Settlement Fund. Defendants have deposited with the Escrow Agent the sum of Thirty-Three Million Dollars (\$33,000,000), which, along with any interest or income accumulated on that sum, will constitute the Settlement Fund. The Settlement Fund may be used for purposes of distribution to the members of the Settlement Class and the Plaintiff States, payment of further notice or administrative costs in excess of the amount of the Notice Fund, and payment of End-Payor Plaintiffs' fees and/or costs and/or incentive awards, subject to Court order.

At the time of final Settlement approval, Plaintiffs' Co-Lead Counsel will apply to the Court for an award from the Settlement Fund of attorneys' fees not exceeding twenty-five percent (25%) of the Settlement Consideration (including accrued interest), as well as reimbursement of the expenses (including expert fees and costs) of approximately \$600,000, which they paid on behalf of the Settlement Class (plus interest from the date of any such award by the Court to the date of payment). If approved by the Court, and if the Settlement becomes Effective in accordance with its terms, these attorneys' fees and expenses will be distributed by Plaintiffs' Co-Lead Counsel among the ten (10) law firms that investigated, initiated, and litigated these End-Payor cases and paid all expenses, on behalf of End-Payor Plaintiffs, with no assurance of any attorneys' fees or reimbursement in the absence of success. In addition, certain End-Payor Plaintiffs spent a significant amount of their own time and expense litigating these cases for the benefit of the absent members of the Settlement Class. End-Payor Plaintiffs will seek an award of incentive awards to such Plaintiffs in an amount, not to exceed \$100,000 in total, which will be paid from the Settlement Fund, subject to Court approval.

If the proposed Settlement is approved by the Court and becomes Effective in accordance with its terms, the balance of the Settlement Fund ("Net Settlement Fund") will be distributed to the Settlement Class Members, pursuant to the Plan of Distribution approved by the Court. 32.8% of the Net Settlement Fund will be allocated to consumers ("Consumer Fund"), 16.5% of the Net Settlement Fund will be allocated to state governmental purchasers ("State Fund"), and 50.7% of the Net Settlement Fund will be allocated to Third-Party Payors ("TPP Fund"). Consumers who submit valid claims will receive a *pro rata* share of the Consumer Fund based on the amount he or she paid for Mirtazapine Products during the Class Period, and on

how many other consumers file valid claims, and the amount they paid for Mirtazapine Products during the Class Period. Third-Party Payors who submit valid claims will receive a *pro rata* share of the TPP Fund based on the amount paid by that entity for Mirtazapine Products during the Class Period, and on how many other Third-Party Payors file valid claims, and the amount they paid for Mirtazapine Products during the Class Period. The maximum payment to any Class Member may be limited to 100% of the amount that Class Member paid for Mirtazapine Products during the Class Period.

2. The Notice Fund. Defendants have deposited with the Escrow Agent a separate amount of Two Million Dollars (\$2,000,000) to be used exclusively for the payment of actual notice and administrative fees and costs reasonably incurred for the purpose of providing Notice of Settlement to members of the Settlement Class, processing claims and administering the Settlement, paying any taxes and tax expenses with respect to the Settlement Fund, the Notice Fund, and the Escrow Accounts, and paying reasonable fees and costs to the Escrow Agent in accordance with the terms of the Escrow Agreement. Such notice and administrative fees and costs in excess of the Notice Fund may be paid from the Settlement Fund, to the extent and subject to the limitations set forth in the Settlement Agreement.

3. Payment to State Attorneys General. After the Effective Date of the Settlement Agreement, Defendants will reimburse the Plaintiff States for their reasonable attorneys' fees and expenses incurred in connection with their investigations of Defendants relating to this matter, as well as their future reasonable attorneys' fees and expenses to be incurred in connection with Settlement approval and administration. The aggregate amount of all such fees and expenses of all Plaintiff States that shall be reimbursable shall not exceed One Million Dollars (\$1,000,000), and will be paid in addition to, rather than from, the Settlement Fund.

4. Any Unclaimed Money. Any amount in the Settlement Fund that remains, after payment of claims and Court-approved fees, costs, and incentive awards, may be distributed to charitable organizations or state agencies that provide health or legal services to Settlement Class Members.

B. Injunctive Relief. Defendants have agreed to an injunction prohibiting certain future conduct, as specified in the Settlement Agreement (the "**Injunction**"), which will become effective only after the Settlement Agreement becomes Effective in accordance with its terms. The parties acknowledge in the Settlement Agreement that the Injunction provides full, adequate and complete injunctive relief sufficient to address the Released Claims; and that the Defendants' entry into the Injunction is for Settlement purposes only and does not constitute an admission by the Defendants or a determination by the Court or any other person or entity that the law has been violated.

C. Release and Discharge of Claims. If the Settlement Agreement is finally approved by the Court and becomes Effective, members of the Settlement Class who have not made valid and timely elections to exclude themselves from the Settlement Class, as well as, to the fullest extent permitted by law, their respective past, present and future directors, officers, employees, members, shareholders, attorneys, heirs, executors, administrators, general or limited partners, affiliates, divisions, agents, representatives, predecessors, parents, subsidiaries, agencies, departments, institutions, successors and assigns ("**Releasers**"), will unconditionally, fully, and finally release and discharge forever the Defendants and their respective past, present and future directors, officers, employees, shareholders, affiliates, divisions, agents, representatives, attorneys, heirs, executors, administrators, predecessors, parents, subsidiaries, general or limited partners, successors, and assigns ("**Releasees**") of all claims, debts, obligations, damages, liabilities, actions, proceedings, assertions, and causes of action ("**Claims**"), which any Releaser had, has, or may in the future have against any Releasee that were, or could have been, asserted by any Releaser arising out of or concerning the allegations, or the facts and circumstances giving rise to the allegations, in the Complaints or in any other complaint filed in any action that has been consolidated or coordinated with any of the Complaints, including, but not limited to, Claims arising under federal or state antitrust, unfair competition, or consumer protection laws, under state or federal deceptive practices acts, or under common law, whether known or unknown, whether accrued in whole, or in part, of any kind whatsoever, from the beginning of time through the date this Settlement Agreement is preliminarily approved by the Court. Each Releaser also covenants not to sue any Releasee for such Released Claims. For the avoidance of doubt, the Parties acknowledge that Released Claims shall not be construed to address in any way: (1) any Claim arising solely from and asserting damages based solely on an alleged physical injury; or (2) Claims asserted by any Plaintiff State that do not arise from the facts, matters, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act set forth in the Complaints, or in any other complaint filed in any action that has been consolidated or coordinated with any of the Complaints, such as Claims relating to "best price" or "average wholesale price" reporting practices or to Medicaid fraud or abuse.

Moreover, if the Settlement Agreement is finally approved by the Court and becomes Effective, with respect to Released Claims, each member of the Settlement Class that has not made a valid and timely election to exclude itself from the Settlement Class, and all other Releasers, shall also be deemed to have expressly waived, released, and forever discharged any and all provisions, rights, and benefits that may be available under:

1. Section 1542 of the California Civil Code ("Section 1542**"),** which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;

and

2. any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 (each a "Comparable Law**").**

Members of the Settlement Class that have not made a valid and timely election to exclude themselves from the Settlement Class, and all other Releasers, shall elect to and shall assume all risks for Released Claims heretofore and hereafter arising, whether known or unknown, suspected or unsuspected, contingent or non-contingent; and shall release and forever discharge such Released Claims; and shall specifically waive any rights they may have under Section 1542 and any Comparable Law as to such Claims. Even if the facts, with respect to which the releases of the Released Claims are given and on which the dismissal with prejudice contained in the Final Judgment and Order is based, are found hereafter to be other than, or different from, the facts now believed by them to be true, members of the Settlement Class that have not made a valid and timely election to exclude themselves from the Settlement Class, and all other Releasers, shall expressly accept and assume the risk of such possible differences and facts, and shall expressly waive and fully, finally, and forever settle, release, and discharge any such Claims as Released Claims under the Settlement Agreement, and shall agree that the releases set forth in the Settlement Agreement shall be and remain effective notwithstanding such differences in facts.

If the Settlement Agreement is finally approved by the Court and becomes Effective, each member of the Settlement Class that has not made a valid and timely election to exclude itself from the Settlement Class shall look solely to the Settlement Fund for Settlement and satisfaction of all claims that are released under the Settlement Agreement.

V. COUNSEL

Plaintiffs' Co-Lead Counsel are:

Arthur M. Kaplan, Esq.
Fine, Kaplan and Black, RPC
1845 Walnut Street, Suite 2300
Philadelphia, PA 19103

Joseph H. Meltzer, Esq.
Schiffirin & Barroway, L.L.P.
280 King of Prussia Road
Radnor, PA 19087

State Liaison Counsel are:

Patricia A. Conners, Esq.
Director, Antitrust Division
Elizabeth G. Arthur, Esq.
Assistant Attorney General
Office of the Attorney General
State of Florida
The Capitol, Plaza Level One
Tallahassee, FL 32399

Kim Van Winkle, Esq.
Assistant Attorney General
Antitrust and Civil Medicaid Fraud Division
Office of the Attorney General
State of Texas
P.O. Box 12548
Austin, TX 78711

VI. THE SETTLEMENT HEARING

The Court has scheduled a hearing to be held at 4:00 p.m. Eastern time on June 28, 2005, in Courtroom 1, Martin Luther King, Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101-0999, before the Honorable Faith S. Hochberg, to consider whether to approve the proposed Settlement and the applications for fees and costs and for incentive awards. Although you may attend this hearing in person or through your own attorney, you are not required to do so. If you have not elected to exclude yourself from the Settlement Class and wish to comment in support of, or to object to, the Settlement, or the applications for fees and costs and for incentive awards, you must file your comments or objections in writing with the Clerk of the Court, at the above address, on or before **May 28, 2005, giving your name and current address and a complete written statement of all grounds and support for your comments or objections. If you have not elected to exclude yourself from the Settlement Class and wish to be heard at the hearing in person or through your own attorney, you or your attorney must file with the Clerk of the Court, at the above address, on or before **May 28, 2005**, a written Notice of Appearance, as well as a statement indicating the basis for your support of, or opposition to, the Settlement and all papers, briefs, and other materials in support of your position.**

Any member of the Settlement Class who does not file with the Clerk of the Court the papers, required by this Section VI, to register its comments or objections within the time provided above, and in the manner provided above, shall be deemed to have waived any such objection or comment, and any such comments and objections will not be heard in person at the hearing.

VII. IF YOU WANT TO BE EXCLUDED FROM THE SETTLEMENT CLASS OR TO APPEAR BY YOUR OWN COUNSEL

Any member of Settlement Class that wishes to be excluded from the Settlement Class may do so in writing. However, you will **not** be permitted to file a Proof of Claim, and will **not** be permitted to share in the Settlement Fund, if you exclude yourself from the Settlement Class. If you want to be excluded from the Settlement and Settlement Class, you must mail a written Request for Exclusion, postmarked on or before **April 27, 2005**, to the Settlement Administrator, at the following address, in order to be considered valid:

**Remeron Antitrust Settlement
c/o Complete Claim Solutions, Inc.
P.O. Box 24769
West Palm Beach, FL 33416**

Any Request for Exclusion must legibly set forth your name (including all names by which you have been known since June 15, 2001), address, Social Security Number or Tax Identification Number (including all such numbers assigned to you since June 15, 2001), and a statement that you are a member of the Settlement Class (defined in Section II above) and that you

wish to be excluded from the Settlement Class in the *In re Remeron End-Payor Antitrust Litigation*. A separate Request for Exclusion must be filed by each Settlement Class Member electing to be excluded from the Settlement Class. **If you are a Third-Party Payor seeking exclusion from the Settlement Class, you also are requested to include a statement of the dollar amount of your total payments for prescriptions of Remeron® (excluding Remeron® SolTabs) filled in the United States during the period January 1, 2002 through December 31, 2002.** For these purposes, the “United States” means the 50 states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, and all possessions and territories of the United States of America. (Your Social Security or Tax Identification Number and your statement of purchases will be treated as confidential, by Order of the United States District Court for the District of New Jersey, and will be used only for purposes of this Settlement; no information received by the Settlement Administrator in connection with the Settlement that pertains to a particular member of the Settlement Class, nor any information contained in a Request for Exclusion (other than the identity of the person or entity requesting exclusion) will be disclosed to any person or entity other than Counsel to the parties to the Settlement Agreement or to the Court.) **If you are a Third-Party Payor requesting exclusion without providing this information, the parties reserve their rights to recommend that your request be denied or to subpoena or otherwise seek or compel discovery of this information from you.**

If a Request for Exclusion is filed on behalf of a Settlement Class Member by anyone other than: (1) a duly authorized officer or director of a corporate Settlement Class Member; (2) a general partner of a partnership Settlement Class Member; or (3) an individual Settlement Class Member, the Request for Exclusion must be accompanied by written evidence of such person’s legal authority to request exclusion on behalf of that Settlement Class Member. Such evidence may be in the form of a Resolution of the Board of Directors of a corporate Settlement Class Member, an executed authorization from the general partners of a partnership Settlement Class Member or similar form of authorization from the managing body or owners of a Settlement Class Member, which is not a corporation or a partnership. If you are a Third-Party Payor seeking exclusion from the Settlement Class in your capacity as a third party administrator on behalf of a self-insured employer health benefit plan, a self-insured union health and welfare fund, or other self-insured entity, the Request for Exclusion must be accompanied by written evidence that you have been duly authorized by the self-insured plan, fund or entity to execute the Request for Exclusion on its behalf.

Any member of the Settlement Class that elects to be excluded from the Settlement Class will not be entitled to participate in the Settlement or to receive any payment from the Settlement Fund, but will retain such rights, if any, it may have (to the extent otherwise permitted by law, and subject to all applicable limitations) to prosecute separate litigation against Defendants, at its own expense, and Defendants will retain all defenses against and counterclaims to any such claims.

VIII. PROOFS OF CLAIM

To qualify for a payment, you must submit a Claim Form. A Claim Form is attached to this Notice. You may also submit a claim or request a Claim Form by visiting the website at www.RemeronSettlement.com, or calling toll-free 1-866-401-6807. **Please complete, sign and return the Claim Form to the Settlement Administrator postmarked or submitted on-line no later than June 13, 2005.** The Claim Form should be mailed to:

Remeron Antitrust Settlement, c/o Complete Claim Solutions, Inc., P.O. Box 24769, West Palm Beach, FL 33416

In order to recover from the Settlement Fund, you may be required, at a future date, to provide documentation showing your purchases of Mirtazapine Products. Therefore, you should retain all records pertaining to all of your purchases of Mirtazapine Products beginning and after June 15, 2001.

Please advise the Settlement Administrator in writing (at the above mailing address or website) of any changes to your address.

IX. ADDITIONAL INFORMATION

The provisions in this Notice are qualified and subject in their entirety to the terms of the Settlement Agreement, copies of which are available for review in the manner provided below. Capitalized terms used, but not defined herein, have the meanings given to them in the Settlement Agreement. You may review the Settlement Agreement during normal business hours at the Office of the Clerk of the Court, United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101-0999. If you desire additional information, you may also write to either of Plaintiffs’ Co-Lead Counsel listed above in Section V, you may telephone the Settlement Administrator, toll-free, at 1-866-401-6807, or you may write to the Settlement Administrator at:

Remeron Antitrust Settlement, c/o Complete Claim Solutions, Inc., P.O. Box 24769, West Palm Beach, FL 33416 or you may visit the website at www.RemeronSettlement.com.

PLEASE DO NOT CONTACT THE COURT OR COUNSEL FOR DEFENDANTS FOR ADDITIONAL INFORMATION.

Dated: January 25, 2005

BY ORDER OF THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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***Must Be Postmarked
No Later Than
June 13, 2005***

Remeron® Consumer Claim Form

You may be eligible for a payment from the Remeron® Settlement if you choose to remain in the Settlement Class, and if you purchased Remeron® or generic mirtazapine (not SolTab®) at any time between June 15, 2001 and January 25, 2005.

If you wish to make a claim, you must complete this Claim Form and mail it to the address below, postmarked no later than **June 13, 2005**.

OR

You can file a claim on-line at: www.RemeronSettlement.com no later than **June 13, 2005**.

CLAIMANT INFORMATION

(Please Print or Type)

NOTE: *If you are a representative (such as a spouse, guardian, executor or personal representative) filing this claim on behalf of the patient, please provide YOUR name and address.*

Your Name: _____

Address: _____

_____ City _____ State _____ Zip

Daytime Telephone Number: (_____) _____

Patient's Name: *(if different from above)* _____

Last 4 Digits of Patient's Social Security Number: _____

Name of Doctor who prescribed Remeron® or generic mirtazapine: _____
(If more than one Doctor prescribed Remeron® or generic mirtazapine, please list most recent.)

Address of Prescribing Doctor: _____

_____ City _____ State _____ Zip

CLAIMANT INFORMATION (continued)

When, between June 15, 2001 and January 25, 2005, did you purchase Remeron® or generic mirtazapine (not SolTab®)?

From: _____/_____/_____

To: _____/_____/_____

At any time between June 15, 2001 through January 25, 2005, did you have insurance for prescription drug coverage?

_____ Yes

_____ No

What is the total amount you paid for Remeron® or generic mirtazapine (not SolTab®) from June 15, 2001 through January 25, 2005? \$ _____

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

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

DECLARATION

I declare under penalty of perjury that the information above is true and correct and understand that the submission of false information may subject me to sanctions.

Signature

Date

Representative Capacity
(if applicable)

FILING DEADLINES AND ADDRESSES

***MAIL NO LATER THAN
JUNE 13, 2005 TO:***

Remeron® Settlement Administrator
c/o Complete Claim Solutions, Inc.
P.O. Box 24769
West Palm Beach, FL 33416

OR

***FILE ON-LINE NO LATER THAN
JUNE 13, 2005 AT:***

www.RemeronSettlement.com

OTHER INFORMATION

I heard about the Remeron® Settlement:

newspaper

Reader's Digest

Letter from my pharmacist

Letter from my doctor

Other: _____

***If you have any questions about how to fill out any of the blanks on this form,
please call the Settlement Administrator, toll-free, at 1-866-401-6807.***