

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

**If You are a Third-Party Payor and You Made Reimbursements for Zoladex®
You Could Receive Benefits from Class Action Settlements.**

Zoladex® is used to treat prostate cancer, advanced breast cancer, endometriosis, and fibrosis.

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

- Two class action Settlements with AstraZeneca Pharmaceuticals LP (“AstraZeneca”), the maker of Zoladex®, have been reached. The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices (“AWPs”) for Zoladex®.
- The Settlements cover Third-Party Payors (“TPPs”) payments of all or some portion of an insureds Medicare Part B co-payments for Zoladex® from January 1, 1991 through January 1, 2005 and non-Medicare Part B reimbursements for Zoladex® from January 1, 1991 through June 11, 2010.
- Approximately 88% of the Settlement Funds in the Nationwide Settlement Agreement (approximately \$80 million) and 88% of the Settlement Funds in the Massachusetts Settlement Agreement (approximately \$11.4 million) will be paid to TPPs who file valid claims. The funds in the Nationwide Settlement will also be shared with large insurers, referred to as Independent Settling Health Plans, who have settled separately with AstraZeneca over the same claims.

A Summary of Your Rights and Choices:

Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to get a payment from the Settlements.
EXCLUDE YOURSELF FROM ONE OR BOTH SETTLEMENTS	Get no benefit from that Settlement. This is the only option that allows you to ever be part of any other lawsuit against AstraZeneca about the claims in this case.
OBJECT/COMMENT	Remain in the Settlement(s) and write to the Court about what you think about the Settlements and whether the Court should approve the Settlements.
GO TO A HEARING	Remain in the Settlement(s) and ask to speak in Court about the fairness of the Settlements.
DO NOTHING	Get no payment. Give up rights to sue AstraZeneca about the claims in this lawsuit.

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

For More Information: Call 1-888-812-1643 or Visit www.AstraZenecaSettlement.com

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BASIC INFORMATION

1. Why is there a notice?

You have a right to know about two proposed Settlements that are part of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlements.

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: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456. The people who sued are called Plaintiffs and the company they sued, AstraZeneca Pharmaceuticals LP, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims, but AstraZeneca denies, that AstraZeneca reported false and inflated average wholesale prices ("AWP") for Zoladex®. The reported AWP's are used to set drug prices that are paid by Medicare and its beneficiaries, private health insurers, and consumers making percentage co-payments under private health insurance plans.

For More Information: Call 1-888-812-1643 or Visit www.AstraZenecaSettlement.com

AstraZeneca denies any wrongdoing, and the Settlements are not an admission of wrongdoing or an indication that any law was violated. AstraZeneca has entered into the Settlements solely to avoid further expense, inconvenience, and the burden of these litigations and to put to rest this controversy and to avoid the risks of uncertain litigation.

3. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All these people are a class or class members, except for those who exclude themselves from the class.

WHO IS IN THE SETTLEMENTS

To see if you are entitled to benefits from these Settlements, you first have to determine if you are a Class Member.

4. How do I know if I'm part of the Settlements?

The **Nationwide Settlement** includes:

- Third-Party Payors ("TPPs") in the United States who, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Zoladex® purchased outside of the Commonwealth of Massachusetts.
- TPPs in the United States who made, or incurred an obligation to make, non-Medicare Part B reimbursements for Zoladex® purchased outside of the Commonwealth of Massachusetts, during the period from January 1, 1991, through June 11, 2010.

The **Massachusetts Settlement** includes:

- TPPs in the United States that, from January 1, 1991 through January 1, 2005, made, or incurred an obligation to make, reimbursements for any portion of a Medicare Part B co-payment for Zoladex® purchased in the Commonwealth of Massachusetts.
- TPPs that made, or incurred an obligation to make, non-Medicare Part B reimbursements for Zoladex® purchased in the Commonwealth of Massachusetts, during the period from January 1, 1991 through June 11, 2010.

5. Which entities are included?

Entities, known as "Third-Party Payors" ("TPPs"), include health insurers (other than the Independent Settling Health Plans) that paid all or part of the cost of Zoladex® for their insured patients. This may also include employee welfare benefit plans, governmental plans or unions plans that paid some portion of the cost of Zoladex® for employees or family members of employees insured under these plans. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a Third-Party claims administrator to administer their prescription drug benefits qualify as TPPs.

You are automatically included in the Settlements if you:

- Paid some or all of the purchase price, or reimbursed an insured or health plan participant or beneficiary for some or all of the purchase price for Zoladex®, and
- Reimbursed the purchase price between January 1, 1991 and January 1, 2005 for payments of an insured Medicare co-payment, and/or
- Reimbursed the purchase price between January 1, 1991 and June 11, 2010 for payments outside of Medicare.

A separate settlement has been reached with several large insurers referred to as Independent Settling Health Plans ("ISHPs"). ISHPs will share in the funds set aside for TPPs in the Nationwide Settlement.

6. I'm still not sure if I'm included.

If you are still not sure whether you are included, you can call 1-888-812-1643, visit the website www.AstraZenecaSettlement.com, write to AstraZeneca Class 2 and 3 TPP Settlements, c/o Rust Consulting, Inc., P.O. 24653, West Palm Beach, FL 33416 or email info@AstraZenecaSettlement.com.

For More Information: Call 1-888-812-1643 or Visit www.AstraZenecaSettlement.com

THE SETTLEMENTS' BENEFITS

7. What does the Nationwide Settlement provide?

AstraZeneca will pay \$90 million to settle the Plaintiffs' claims in the Nationwide Settlement. After deducting certain amounts, including attorneys' fees, expenses, and payments to Class Representatives (see Question 17), the net fund will be distributed in cash to TPPs, as well as consumers. TPPs will receive up to 88.89% of the net fund, and up to 11.11% will go to consumers. Half of the amounts allocated to TPPs will be used to satisfy the claims of Independent Settling Health Plans. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs and Independent Settling Health Plans. If claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

If you are a TPP and you want to get out of the Settlements (see the section called "Excluding Yourself From the Settlements" below), the TPP Settlement Fund will be reduced by the amount of money you would have received if you filed a valid claim. More details are in Settlement Agreements, available at www.AstraZenecaSettlement.com.

8. What does the Massachusetts Settlement provide?

AstraZeneca will pay \$13 million to settle the Plaintiffs' claims in the Massachusetts Settlement. After deducting certain amounts, including attorneys' fees, expenses, and payments to Class Representatives (see Question 17), the net fund will be distributed in cash to TPPs, as well as consumers. TPPs will receive at least 88.89% of the net fund, and up to 11.11% will go to consumers. If there is any money left in the Consumer Settlement Fund, after paying all valid claims, it will be paid to the TPPs. If claims exceed the amount available, payments will be reduced on a proportional basis so that all valid claims can be paid.

If you are a TPP and you want to get out of the Settlements (see the section called "Excluding Yourself From the Settlements" below), the TPP Settlement Fund will be reduced by the amount of money you would have received if you filed a valid claim. More details are in Settlement Agreements, available at www.AstraZenecaSettlement.com.

9. What do I have to do to get a payment?

If you paid reimbursements for Zoladex® between January 1, 1991 and June 11, 2010, you may complete the attached Claim Form and provide documentation of your reimbursements as set forth on the Claim Form. Please see Question 10 for more details on how the amount will be determined.

Claim Forms must be postmarked on or before **October 26, 2010**, and mailed to:

AstraZeneca Class 2 and 3 TPP Settlements
c/o Rust Consulting, Inc.
P.O. Box 24653
West Palm Beach, FL 33416

If a Claim Form is sent in any other manner other than by the United States Postal Service, it must be received at the address above on or before October 26, 2010.

10. How are payments determined?

The Settlement Fund amount initially available for TPPs in the class is \$40 million and is called the TPP Settlement Pool. A portion of the Court-approved deductions for attorneys' fees, litigation costs and expenses, and the cost of notice and administration will be deducted from this amount. The remaining amount will be paid to TPPs based on the amount they paid for Zoladex® in proportion to what was paid by all TPPs who submit claims.

The Settlement provides that there may be an adjustment of the TPP Settlement Pool and the portion of the Settlement Fund available for TPPs who settled separately from the class (the "ISHP Settlement Pool").

The Settlement Agreement also provides that any undistributed portion of the \$10 million allocated to satisfy claims of Consumer Class Members will be distributed to TPPs and ISHPs.

The final TPP Settlement Pool and final ISHP Settlement Pool may be more or less than \$40 million, depending on the number and validity of the Claims submitted by TPPs. This adjustment procedure is intended to ensure that class member TPPs receive the same *pro rata* recovery as the ISHPs.

REMAINING IN THE SETTLEMENTS

11. What happens if I do nothing at all and stay in the Settlements?

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

12. What am I giving up to stay in the Settlements?

Unless you exclude yourself from a Settlement, you can't sue AstraZeneca, continue to sue, or be part of any other lawsuit against AstraZeneca about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The "Release of Claims" is described more fully in each Settlement Agreement and describes exactly the legal claims that you give up if you remain in that Settlement. The Settlement Agreements are available at www.AstraZenecaSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you don't want a payment from a Settlement, and you want to keep the right to sue or continue to sue AstraZeneca on your own about the legal issues in this case, then you must take steps to get out of the Settlements. This is called excluding yourself – or "opting out" of the Class.

13. How do I get out of the Settlements?

To exclude yourself from a Settlement, you must send a letter that includes the following:

- Your name, address, taxpayer identification number, telephone number and fax number (if any),
- A statement saying that you want to be excluded from either or both the Nationwide AstraZeneca Settlement and the Massachusetts AstraZeneca Settlement in *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456,
- Note whether you want to exclude yourself from the Nationwide Settlement or Massachusetts Settlement (or both), and
- 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 that 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.

You are also required to provide the amounts paid for Zoladex® during the period January 1, 2003 to December 31, 2004.

You must mail your exclusion request, postmarked no later than **December 31, 2010**, to:

AstraZeneca Class 2 and 3 TPP Settlements
c/o Rust Consulting, Inc.
P.O. Box 24653
West Palm Beach, FL 33416

For More Information: Call 1-888-812-1643 or Visit www.AstraZenecaSettlement.com

14. If I don't exclude myself, can I sue AstraZeneca for the same thing later?

No. Unless you exclude yourself, you give up the right to sue AstraZeneca for the claims that the Settlements resolve. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

15. If I exclude myself, can I still get a payment from the Settlements?

No. You will not get any money if you exclude yourself from the Settlement(s).

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to represent you and other Class Members:

Hagens Berman Sobol Shapiro LLP
www.hbsslaw.com
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101

and

55 Cambridge Parkway, Suite 301
Cambridge, MA 02142

Hoffman & Edelson LLC
45 West Court Street
Doylestown, PA 18901

Spector Roseman Kodroff & Willis, PC
www.srk-law.com
1818 Market Street, Suite 2500
Philadelphia, PA 19103

Wexler Wallace LLP
www.wtwlaw.us
55 West Monroe Street, Suite 3300
Chicago, IL 60603

These lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee that will be paid out of the Settlement Funds. More information about Class Counsel and their experience is available at the Web sites listed above.

17. How will the lawyers be paid?

Class Counsel may ask the Court for attorneys' fees not to exceed one-third of the Settlement Funds (after deducting any amount that AstraZeneca gets back from any TPP exclusions) plus reimbursement of their expenses. Class Counsel will also request that each of the Class Representatives who helped the lawyers on behalf of the whole Class be compensated for the time they spent helping litigate the case.

COMMENTING ON THE SETTLEMENTS

You can tell the Court that you don't agree with either Settlement or some part of them.

18. How do I tell the Court what I think about a Settlement?

If you have comments about, or disagree with, any aspect of the Settlement(s), including the requested attorneys' fees, you may express your views to the Court by writing to the address below. The written response should include your name, address, telephone number, the case name and number (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), a reference to the Nationwide AstraZeneca Class Settlement and/or the Massachusetts AstraZeneca Class Settlement, a brief explanation of your reasons for objection, and your signature. The response must be filed with the Court on or before **December 31, 2010** at:

Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

and served upon the following counsel on or before **December 31, 2010**:

For More Information: Call 1-888-812-1643 or Visit www.AstraZenecaSettlement.com

Counsel for The Class

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101

Counsel for AstraZeneca

Joel M. Cohen
DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, NY 10017

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

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to a Settlement only if you do not exclude yourself from that Settlement. Excluding yourself from a Settlement is telling the Court that you don't want to be part of that Settlement. If you exclude yourself from a Settlement, you have no basis to object to that Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve each of the Settlements and any requests for fees and expenses. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing at **2 p.m. on January 21, 2011**, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.AstraZenecaSettlement.com for updated information. At this hearing the Court will consider whether each of the Settlements is fair, reasonable and adequate. The Court will also consider how much to pay Class Counsel and Class Representatives. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to approve each of the Settlements. It is not known how long these decisions will take.

21. Do I have to come to the hearing?

Attendance is not required, even if you properly mailed a written response. Class Counsel is prepared to answer the Court's questions on your behalf. If you or your personal attorney still want to attend the hearing, you are more than welcome at your expense. However, it is not necessary that you attend. As long as the objection was received before the deadline the Court will consider it.

22. May I speak at the hearing?

If you want your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of the lawsuit (*In re: Pharmaceutical Industry Average Wholesale Price Litigation*, 01-CV-12257-PBS, MDL No. 1456), and state that you wish to enter an appearance at the Fairness Hearing. It also must include your name, address, telephone number, and signature. Your "Notice of Appearance" must be filed/served on or before **December 31, 2010**. You cannot speak at the Hearing if you previously asked to be excluded from a Settlement.

The Notice of Appearance must, on or before **December 31, 2010**, be filed with the Court at the address in Question 18 and also served on counsel listed in Question 18.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the Settlements. You can get more information about the Settlements at www.AstraZenecaSettlement.com, by calling 1-888-812-1643, writing to AstraZeneca Class 2 and 3 TPP Settlements, c/o Rust Consulting, Inc., P.O. Box 24653, West Palm Beach, FL 33416 or emailing info@AstraZenecaSettlement.com.

DATED: August 27, 2010

BY ORDER OF THE COURT

For More Information: Call 1-888-812-1643 or Visit www.AstraZenecaSettlement.com

Must be Postmarked
On or Before
October 26, 2010

In re Pharmaceutical Industry Average
Wholesale Price Litigation
Master Docket No. 01-CV-12257-PBS, MDL No. 1456
U.S. District Court for the District of Massachusetts

FOR OFFICIAL USE ONLY

THIRD-PARTY PAYOR PROOF OF CLAIM AND RELEASE

Use Blue or Black Ink Only

**ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT
ON BEHALF OF A COMPANY OR HEALTH PLAN NOT INDIVIDUAL CONSUMERS**

PART I. CLAIMANT IDENTIFICATION

Complete:

SECTION A

ONLY IF YOU ARE FILING AS A CLASS MEMBER FOR
YOUR COMPANY'S HEALTH PLAN

OR

SECTION B

ONLY IF YOU ARE AN AUTHORIZED AGENT FILING
ON BEHALF OF ONE OR MORE CLASS MEMBERS

SECTION A – COMPANY OR HEALTH PLAN CLASS MEMBER ONLY

Company or Health Plan Name

Contact Name

Mailing Address

Floor/Suite

City

State

Zip Code

Area Code – Telephone Number

Area Code – Fax Number

Tax Identification Number

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used from January 1, 2003 through December 31, 2004.

Check the term below that best describes your company/entity:

Health Insurance Company/HMO Self-insured Employee Health Plan Self-Insured Union Health & Welfare Fund

Other (Explain):



SECTION B – AUTHORIZED AGENT ONLY

** As an Authorized Agent, please check how your relationship with the Class Member(s) is best described:

Self-Insured Employee Health Plan

Self-Insured Union Health & Welfare Fund

Other (Explain):

Authorized Agent's Firm Name

Contact Name

Mailing Address

Floor/Suite

City

State

Zip Code

Area Code – Telephone Number

Area Code – Fax Number

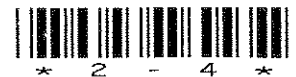
Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every Class Member (i.e., Company or Health Plan) for whom you have been duly authorized to submit this Claim Form (attach additional sheets to this Proof of Claim as necessary). Alternatively, you may submit the requested list of Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file saved on a disk. Please contact the Claims Administrator to determine what formats are acceptable.

CLASS MEMBER'S NAME

CLASS MEMBER'S FEIN



PART II – TOTAL AMOUNT OF ZOLADEX® REIMBURSEMENTS

State the total and final amount paid or reimbursed for Zoladex® with a date of service or fill date from January 1, 2003 to December 31, 2004, net of co-pays, deductibles and co-insurance for patients outside the Commonwealth of Massachusetts (Nationwide Settlement) as well as the total and final amount paid or reimbursed for Zoladex® with a date of service or fill date from January 1, 2003 to December 31, 2004, net of co-pays, deductibles and co-insurance for patients in the Commonwealth of Massachusetts (Massachusetts Settlement).

Note that this Settlement does not apply to claims relating to any purchase of Zoladex® to the extent the purchase is paid for with funds from Medicare, Medicaid, and/or any other federal or state health care program, state pharmaceutical assistance program, or other state or federal program or plan that may assert, or be entitled to assert, any claim, lien, or right to payment with respect to any settlement funds. This does not exclude private entities who provide prescription drug benefits on a capitated basis to governmental programs (such as Medicare Part D and some Medicaid programs), or to private entities who provide prescription drug benefits on an insured basis to any federal or state employee benefit plan, to the extent the governmental entity for whom the private entity provides such benefits does not possess a claim for reimbursement to any such settlement funds. This also does not exclude private entities that provide prescription drug benefits to self-funded state employee health benefit plans.

Total Amount Paid for Zoladex® (Nationwide Settlement):	\$
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Total Amount Paid for Zoladex® (Massachusetts Settlement):	\$
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If you are claiming more than \$300,000 total amount paid for Zoladex®, you will need to provide additional claims data and information as provided in the Claim Documentation Instructions on Page 1. If you are claiming less than \$300,000, you are **not** required to provide additional claims data and information but you may be required to provide them at a later date.

Claimant certifies that the figures are true and accurate and are based upon actual records maintained by or otherwise available to the claimant.

PART III – JURISDICTION OF THE COURT, CERTIFICATION AND INDEMNIFICATION

By signing below, I hereby swear and affirm that: (1) I have authority to submit this Claim Form either directly or on behalf of the Class Member or as its Authorized Agent, and, in turn, have been given the authority to submit this Claim Form by each Class Member identified in this Claim Form and in any attachments to it, and to receive on behalf of each such Class Member any and all amounts that may be allocated from the TPP Settlement Pool to such Class Member; (2) each entity on whose behalf I have submitted a claim is a TPP Class Member; (3) the information contained in this Claim Form and any attachments hereto is true and accurate, based on records maintained by or otherwise available to me; (4) I, the Authorized Agent (if any), and the Class Member on whose behalf this Claim Form is submitted, hereby submit to the jurisdiction of the United States District Court for the District of Massachusetts (the "Court") for all purposes associated with this Claim Form and the Proposed Settlement, including resolution of disputes relating to this Claim Form; (5) that I have read and agree to the Release quoted in Part IV below; (6) in the event that amounts from the TPP Settlement Pool are distributed to the Authorized Agent of a Class Member, and the Class Member later claims that the Authorized Agent did not have the authority to claim and receive such amounts on its behalf, the Authorized Agent, I and/or my employer will hold the Class, Counsel for the Class, Defendants, Counsel for Defendants, and the Claims Administrator harmless with respect to any claims made by said Class Member; and (7) the Class Member shall indemnify, defend, and hold harmless the Defendants to the extent such Class Member receives settlement funds for which a governmental entity later asserts a claim based on this Settlement, or any payments thereunder (each Class Member's liability is limited to the amount allocated to that Class Member for purchases made on behalf of the government entity asserting a claim against Defendants based on this Settlement.)

Signature

Position/Title

Print Name

Month/Day/Year



The following additional information must be completed and is to be provided by the Individual that signs and certifies this Claim Form:

I am filing this Claim Form as the authorized employee of the following Class Member or Authorized Agent for Class Member:

Name of Individual's Employer

Contact Name

Business Address Check if same as in Section A or Section B

Floor/Suite

City

State

Zip Code

Area Code – Telephone Number

Area Code – Fax Number

Mail the completed Claim Form, postmarked on or before **October 26, 2010**, to: AstraZeneca Class 2 and 3 TPP Settlements, c/o Rust Consulting, Inc., P.O. Box 24653, West Palm Beach, FL 33416.

PART IV – THE RELEASE PROVIDED IN THE STIPULATION OF SETTLEMENT

Class Release and Covenant Not to Sue: Upon the Effective Date of this Agreement, the AstraZeneca Releasees shall be released and forever discharged by the Class Releasors from all Released TPP Class Claims. All Class Releasors covenant and agree that they shall not hereafter seek to establish liability against any AstraZeneca Releasee based, in whole or in part, on any of the Released TPP Class Claims. Each Class Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released TPP Class Claims without regard to the subsequent discovery or existence of different or additional facts.

In addition, each Class Releasor hereby expressly waives and releases, upon this Agreement becoming effective, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor;

or by any law or state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Class Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Section VI.A.2, but each Class Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon the Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released TPP Class Claims with respect to the subject matter of this Section VI.A.2 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Releasee also hereby expressly waives and fully, finally, and forever settles and releases any and all Released TPP Class Claims it may have against the AstraZeneca Releasees under §§ 17200, et seq., of the California Business and Professions Code.

"Release TPP Class Claims" is defined as any and all claims, demands, actions, suits, causes of action, damages whenever incurred, and liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that the TPP Settlement Class Member, ever had, now has, or hereafter can, shall, or may have, directly, indirectly, representatively, derivatively, or in any capacity, arising out of any conduct, events, or transactions relating to the marketing, sale, purchase, cost, reimbursement amount or price of Zoladex® purchased through the date of this Agreement. The foregoing includes, but is not limited to, claims relating to any drug price published by any commercial price reporting service, or provided by AstraZeneca to any such commercial price reporting service (including AWP and WAC) and or any marketing activity relating to any such price, such as any reference to the difference between (1) a price paid and (2) any reported price or reimbursement rate based on such a reported price, that were or could have been alleged against AstraZeneca in any of the MDL Class Complaints with respect to Class Drugs. "Released TPP Class Claims" shall not include those claims excluded pursuant to the APPLICABLE SETTLEMENT AGREEMENT ENTITLED "RESERVATION OF CLAIMS AND RIGHTS."



THIRD-PARTY PAYOR CLAIM FORM

Related to AstraZeneca Nationwide and Massachusetts Classes Two and Three

The information you provide will be kept confidential and will be used only for administering this Proposed Settlement. A Protective Order has been entered by the Court which can be downloaded from the Settlement website, www.AstraZenecaSettlement.com. If you have any questions, please call the Claims Administrator at 1-888-812-1643.

A TPP Class Member or an authorized agent can complete this Claim Form. If both a Class Member and its authorized agent submit a Claim Form, the Claims Administrator will only consider the Class Member's Claim Form. The Claims Administrator may request supporting documentation. The claim may be rejected if any requested documentation is not provided.

If you are a Class Member submitting a Claim Form on your own behalf, you must provide the information requested in "**Part 1, Section A – COMPANY OR HEALTH PLAN CLASS MEMBER ONLY**," in addition to the other information requested by this Claim Form.

If you are an authorized agent and one or more Class Members have authorized you to submit a Claim Form on its behalf, you must provide the information requested in **Part 1, Section B – "AUTHORIZED AGENTS ONLY,"** in addition to the other information requested by this Claim Form. You may submit a separate Claim Form for each Class Member that has duly authorized you to do so, OR you may submit one Claim Form for all such Class Members that have authorized you to do so, as long as you provide the information required (as indicated below) for each Class Member on whose behalf you are submitting the form.

If you are submitting Claim Forms both on your own behalf as a Class Member AND as an authorized agent on behalf of one or more Class Members that have authorized you to do so, you should submit one Claim Form for yourself, completing Section A and another Claim Form or Forms as an authorized agent for the other Class Member(s), completing Section B. **Do not submit a Claim Form on behalf of any Class Member without obtaining authorization from that Class Member.**

CLAIM DOCUMENTATION INSTRUCTIONS

If you are claiming more than \$300,000 total amount paid for Zoladex®, you will need to provide the following information.

Please provide data and information with your Claim Form sufficient to show your purchases of Zoladex® during the period January 1, 2003 to December 31, 2004, net of co-pays, deductibles, rebates, refunds, credits and/or co-insurance. It is mandatory that you provide the data indicated for categories 4, 12, 13, 14, and 17 below. The information called for by all other categories may be produced if you can do so using your reasonable good faith efforts. Pursuant to order of the Court, this information must be kept confidential by the Claims Administrator and shall be used for the sole purpose of determining settlement payment amounts to consumer co-payers.

Pursuant to order of the Court, TPPs who provide this information will fall within the safe harbor of the Health Insurance Portability and Accountability Act for court-ordered production of personal health information, 45 C.F.R. § 164.512(e)(1)(i), and TPPs shall have no liability under HIPAA or any state confidentiality statute, regulation, or other requirement, for supplying such member information to the Claims Administrator. Further, TPPs will not be deemed to be guarantors for the completeness or accuracy of the data they provide. TPPs shall not be liable in any way to any party, class member, member, or any other person or entity for any claim related to the completeness or accuracy of any data provided, or for any other liability of any kind.

The requested categories of information are set forth below. For your convenience, a mock spreadsheet is attached at the end of this claim form. In addition, an Excel spreadsheet can be downloaded from the Settlement website, www.AstraZenecaSettlement.com. Please use this format if possible.

1. **Patient First Name - The first name of the patient.** — Mary
2. **Patient Middle Name – The middle name, if any, of the patient.** — Jane
3. **Patient Last Name - The last name of the patient.** — Doe
4. **Patient Social Security Number or unique patient identification number or code. (REQUIRED)** — 999-99-9999
5. **Patient Date of Birth - The date of birth of the patient. Formatted mm/dd/yyyy** — 01/01/1900
6. **Patient Address: Street Number- The street number of the patient.** — 100
7. **Patient Address: Street 1 - The street name for the home residence of the patient.** — Fake Street
8. **Patient Address: Street 2– Any additional identifier of the street location for the home residence of the Patient, such as apartment number.** — Apt. #3

NOTE: Categories 6, 7 and 8 may be entered in one field if you are unable to separate them.

9. **Patient City - The city of residence of the patient.** — Springfield

10. **Patient State** – The two character abbreviation of the current state of residence of the patient. — NY
11. **Patient Zip Code** – The zip code of the patient. — 10003
12. **NDC Code or J Code** (*a list of NDC Codes and J Codes is included with this Claim Form*) **(REQUIRED)** — 00000-0000-00
13. **Fill Date or Date of Service** **(REQUIRED)** — 01/01/2004
14. **Amount Billed** (*not including dispensing fee*) **(REQUIRED)** — \$100.00
15. **Amount paid by patient: flat co-payment** — \$20.00 (*Amount the patient paid as a co-pay which is a flat amount per prescription and is not calculated as a percentage of the allowable amount. Percentage co-pay amounts are NOT to be provided in this field.*)
16. **Amount paid by patient: percentage co-insurance** — \$32.75 (*Amount the patient paid as co-insurance or co-pay which was calculated as a percentage of the allowable amount. Flat co-pay amounts are NOT to be provided in this field.*)
17. **Amount Paid by TPP net of co-pays, deductibles, rebates, refunds, credits and co-insurance.** **(REQUIRED)** — \$80.00

INSTRUCTIONS FOR ENCRYPTION OF DATA

OPTION 1: Secure Website Upload

- a) Open your browser and navigate to www.AstraZenecaSettlement.com/WebsiteUpload.htm
 - Supported Browsers include:
 - a. Internet Explorer 6/7/8
 - b. Firefox 3+
 - c. Opera 9+
- b) To register, complete the fields for First Name, Last Name, Company Name, Federal EIN, Phone, Email, Email (confirm), and Password.
- c) Click on the Register button. An email is generated to the email address used in registration. To continue, open the email and click the link to verify your email address.
- d) Once registered, you can upload a file. You will be prompted with the following:
 - a. Submission Type (Original, Replacement, Additional Data)
 - b. Notes (a free form box to add instructions or notes)
 - c. Select file (browse for file)
 - d. Press the Upload button
- e) You will receive a notification email to the contact email address with an Upload ID number indicating the file uploaded successfully. If the upload is not successful, an email notification will be sent instructing to try again.
- f) Multiple files can be uploaded by repeating the process above. Note that the Upload ID will be the same for each upload per user login created.
- g) Mail your completed Claim Form along with a printed copy of the email confirmation to AstraZeneca Class 2 and 3 TPP Settlements, c/o Rust Consulting, Inc., P.O. Box 24653, West Palm Beach, FL 33416, postmarked on or before **October 26, 2010**.

OPTION 2: Encrypted File on DVD

- **NOTE:** For all files above 1 gigabyte Option 2 is recommended.
 - a) Open your browser and navigate to www.AstraZenecaSettlement.com/DiskUpload.htm
 - b) Follow the steps provided in the Settlement Data DVD Upload Directions.
 - c) Mail your completed Claim Form along with the encrypted DVD to the Claims Administrator via Registered US Mail to AstraZeneca Class 2 and 3 TPP Settlements, c/o Rust Consulting, Inc., P.O. Box 24653, West Palm Beach, FL 33416, postmarked on or before **October 26, 2010**.

OTHER INFORMATION

- Finally, each TPP Class Member shall provide a list of the names of all self-funded healthcare plans (“SFP’s”) or other entities for which it is authorized to make a claim.
- If you are able, please provide units for each transaction.
- If you are not producing encrypted information, if possible, please provide the electronic data in either Microsoft Excel format or ASCII flat file pipe delimited “|” or fixed-width format.

Please contact the Claims Administrator at 1-888-812-1643 with any questions about the required claims data.

NDC AND J-CODES FOR ZOLADEX

NDC	Drug Description
00310095036	ZOLADEX 3.6MG IMPLANT SYRN
00310095130	ZOLADEX 10.8MG IMPLANT SYRN
00310096036	ZOLADEX 3.6MG IMPLANT SYRN
00310096130	ZOLADEX 10.8MG IMPLANT SYRN

J CODES

J9202	Goserelin acetate implant per 3.6 mg Zoladex Subcutaneous
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