

Exhibit 8

In re Aggrenox Antitrust Litigation
United States District Court for the District of Connecticut
Master Docket No. 3:14-md-02516 (SRU)

PROOF OF CLAIM AND RELEASE
INSTRUCTIONS – PLEASE READ CAREFULLY

I. INTRODUCTION

A. By Order dated September 19, 2017, the Court in this case preliminarily approved the Settlement between the Direct Purchaser Class and Boehringer Ingelheim Pharma GmbH & Co. KG, Boehringer Ingelheim International GmbH and Boehringer Ingelheim Pharmaceuticals, Inc. (“Boehringer”); and Teva Pharmaceuticals USA, Inc., Teva Pharmaceutical Industries, Ltd., Barr Pharmaceuticals, Inc. (n/k/a Barr Pharmaceuticals, LLC), Barr Laboratories Inc., Duramed Pharmaceuticals Inc. (n/k/a Teva Women’s Health Inc.), and Duramed Pharmaceutical Sales Corp. (n/k/a Teva Sales and Marketing, Inc.) (“Teva”) (collectively “Defendants”) (the “Settlement”) for \$146,000,000 plus interest (the “Settlement Fund”) and held a hearing on December 18, 2017 to consider, among other things, the fairness of the Settlement and the proposed Plan of Allocation of the net Settlement Fund among Class Members (the “Fairness Hearing”). After the Fairness Hearing, the Court granted final approval to the Settlement and Plan of Allocation by Order dated _____.

B. You were mailed a Notice of Proposed Settlement of Class Action dated October 4, 2017 (“Settlement Notice”). The Settlement Notice summarized the litigation and the terms of the Settlement. A copy of the Court’s Order preliminarily approving the Settlement and the Settlement Notice is available at www.garwingerstein.com.

C. The purpose of this Proof of Claim Form and Release is to ensure that you are able to participate in the distribution of the Settlement Fund, net of any Court approved attorneys’ fees, expenses, incentive awards, and claims administration costs (the “Net Settlement Fund”). Based on Boehringer’s electronic data of sales of Aggrenox to direct purchasers, the claims administrator, working with an analyst retained by the attorneys for the Direct Purchaser Class, has calculated the net amount of your purchases (which are expressed in capsules) of Aggrenox from Boehringer during the period of December 1, 2009 through June 30, 2015. Those calculations appear below.

II. GENERAL INSTRUCTIONS

A. To receive any money from the Net Settlement Fund, Class Members must complete the Proof of Claim and Release (Sections V to IX below) and sign it under penalty of perjury. Claims of Class Members who fail to file a timely, complete, and properly-addressed Proof of Claim and Release may be rejected, and the Class Member may be precluded from any recovery. Your completed and signed Proof of Claim and Release **must be postmarked on or before** _____, 201__, and sent to the Claims Administrator at:

In re Aggrenox Antitrust Litigation
c/o Berdon Claims Administration, LLC
P.O. Box 9014
Jericho, NY 11753-8914
Phone: 800-766-3330
Fax: 516-931-0810
Website: www.berdonclaims.com

B. All inquiries regarding the allocation of settlement proceeds should be made **in writing** to the Claims Administrator at the address above.

C. All Class Members who did not previously seek exclusion from the Class are bound by the terms of the judgment entered in this action regardless of whether they submit a Proof of Claim and Release.

III. CLAIM FORM INSTRUCTIONS

A. CLASS MEMBERS' QUALIFYING PURCHASES OF AGGRENEX: An analyst retained by the attorneys for the Direct Purchaser Class has calculated the total net amount of purchases of Aggrenox you and your related companies made from Boehringer during the period of December 1, 2009 through June 30, 2015, as reported in Boehringer's electronic sales data. Qualifying purchases are those purchases of Aggrenox (branded aspirin / extended-release dipyridamole) made directly from Boehringer from December 1, 2009 through June 30, 2015. Your total net amount of qualifying purchases of Aggrenox appears below in Section VII.

B. VERIFICATION: Each Claimant should verify the accuracy of the total net purchase volume listed in Section VII. If you agree that the information in Section VII is accurate, you should check the box in Section VII, sign the Proof of Claim Form, and mail it to the Claims Administrator at the address listed in Section II(A), **postmarked no later than _____, 201__**, and you will not be required to produce any purchase data. By agreeing with the amount listed in Section VII, you will be waiving the right to challenge the Claim Administrator's determination regarding your *pro rata* distribution amount on the ground that the distribution amount would have been different had it been calculated using your own purchase records.

C. INACCURATE INFORMATION: If you find that the calculation derived from Boehringer's sales data is **materially** different from the summary based on your internal purchase records, you have an option to file your claim based on your internal records. In that case, you will need to provide supporting documentation, which is subject to review and evaluation by the Claims Administrator.

D. PROOF OF ELIGIBILITY: Per the Class definition, in order to be part of the Direct Purchaser Class, you must have purchased Aggrenox directly from Boehringer during the period from December 1, 2009 through June 30, 2015.

IV. ASSIGNMENTS

If you have assigned any claims at any time or are proceeding based on asserted assignments of claims from one or more Class Members relating to any purchases of Aggrenox from Boehringer during the period from December 1, 2009 through June 30, 2015, please include documentation in support of such assignments with your completed Proof of Claim and Release.

*Your Proof of Claim
Form &
Release Must Be
Postmarked No Later
Than*

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CLAIM FORM

V. CLAIMANT IDENTIFICATION

Name and Address of Class Member (as appears on invoices)	Please make all required updates below:
{Title 1}	_____
{Title 2}	_____
{Address 1}	_____
{Address 2}	_____
{City}, {State} {Zip Code}	_____

Contact Person: _____

Phone Number: _____

Email Address: _____

Fax Number: _____

VI. CLAIMANT ELIGIBILITY

It has been determined that:

You are considered an eligible Class Member without providing further documentation.

VII. AMOUNT OF QUALIFYING PURCHASES OF AGGRENOX

Your total net amount of qualifying purchase volume of Aggrenox is:

{Volume} Capsules

This figure was calculated based on Boehringer sales data, deducting any returns, free samples, and assignments. The figure includes purchases by all related entities, such as parents, subsidiaries, and affiliates.

Qualifying purchases are those purchases of Aggrenox made directly from Boehringer during the period December 1, 2009 through June 30, 2015.

Check here if you agree with the above information.

VIII. AMOUNT OF QUALIFYING PURCHASES BASED ON YOUR INTERNAL RECORDS

If you find that the calculation above of your Aggrenox purchases drawn from Boehringer's sales data is **materially** different from the information drawn from your internal Aggrenox purchase records, you have an option to file your claim based on your internal records. Please note that the relevant National Drug Code for Aggrenox is: **00597-0001-60**.

Check here if you choose to file your claim based on the information drawn from your internal records.

State the total net amount of qualifying Aggrenox purchase volume for the period December 1, 2009 through June 30, 2015 based on your internal records:

_____ Capsules

The reported net volumes need to be calculated as your total direct purchases of Aggrenox for the stated time period after

deducting any returns, free samples, and assignments. The total amount of Aggrenox purchased should include purchases by all your related entities, such as parents, subsidiaries, and affiliates.

If you decide to dispute the amount listed in Section VII, you must **provide the Claims Administrator with valid documentation** in support of the purchases claimed. Acceptable documentation includes copies of (a) purchase invoices or (b) internal purchase records or ledgers certified by your purchasing (accounts payable) department or an independent accountant. Such documentation must indicate the (a) date of purchase; (b) National Drug Code (NDC) of the Aggrenox product purchased; (c) supplier; (d) purchaser (including proof that the purchaser is you, your related company, or your valid assignor, and that the purchaser was invoiced by Boehringer for the purchase and appears as the “bill to” or “sold to” entity in the transactional data); and (e) quantity purchased/returned in capsules. All documentation is subject to review and evaluation by the Claims Administrator.

SCHEDULE OF QUALIFYING DIRECT PURCHASES OF AGGRENOX

Date of Purchase ¹	National Drug Code (NDC) ²	Supplier	Transaction Type ³	Purchase Amount (# of Capsules)
_____	_____	_____	Invoice Purchases	_____
_____	_____	_____	Returns	_____

¹ Please use a standard date formats, such as MM/DD/YYYY.

² Please use standard 11-digit National Drug Code (NDC) in the format NNNNN-NNNN-NN.

³ Please either use invoice purchases or returns.

If you decide to dispute the amount listed in Section VII, and your dispute concerns the assignments you may have made, you must **provide the Claims Administrator with valid documentation** in support of the assignment volumes, as well as the assignment at issue. Acceptable documentation includes copies of (a) agreements or invoices concerning the assigned volumes or (b) internal records or ledgers certified by your accounts payable/accounts receivable department or an independent accountant. Such documentation must indicate the (a) date of transaction; (b) National Drug Code (NDC) of the Aggrenox product; (c) assignee/purchaser; (d) assignor/seller (including proof that the assignor was invoiced by Boehringer for the purchase and appears as the “bill to” or “sold to” entity in the transactional data); and (e) quantity of the Aggrenox product in capsules. All documentation is subject to review and evaluation by the Claims Administrator.

Assignments

[] Please check here if you are filing this claim based on an assignment.

If you are submitting a claim pursuant to an assignment of claims relating to any purchases of Aggrenox directly from Boehringer during the time period December 1, 2009 through June 30, 2015 that were assigned to you, please identify with particularity the assignment here. Please also attach documentation in support of such assignments.

IX. RELEASE AND SUBMISSION TO JURISDICTION OF THE COURT

RELEASE

- A. By signing below, you confirm that you unconditionally, fully and finally release and forever discharge Defendants, any past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, trustees, associates, attorneys and any of their legal representatives, or any other representatives thereof (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the “Released Parties”) from any and all manner of claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including costs, expenses, penalties and attorneys’ fees, accrued in whole or in part, in law or equity, that you (including any of their past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such) (the “Releasers”), whether or not you object to the Settlement, ever had, now has, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity, arising out of or relating in any way to any claim under federal or state laws that was alleged or could have been alleged in *In re Aggrenox Antitrust Litigation*, Civil Action No. 3:14-md-02516-(SRU) (D. Conn.) (“the Direct Purchaser Class Action”) prior to the date of this Settlement, including but not limited to: (1) the alleged delayed entry of generic Aggrenox; (2) conduct with respect to the procurement, maintenance and enforcement of United States Patent Number 6,015,577; and (3) the sale, marketing or distribution of Aggrenox or generic Aggrenox except as provided for in this release (the “Released Claims”). Releasers hereby covenant and agree that each shall not sue or otherwise seek to establish or impose liability against any Released Party based, in whole or in part, on any of the Released Claims. For the avoidance of doubt, the release provided herein applies, without limitation, to any conduct relating to the procurement, maintenance or enforcement of United States Patent 6,015,577, including any commencement, maintenance, defense or other participation in litigation concerning any such patent, that was alleged in, could be fairly characterized as being alleged in, is related to an allegation made in, or could have been alleged in the Direct Purchaser Class Action.
- B. In addition, you hereby expressly waive, release and forever discharge, upon the Settlement becoming final, 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 or her settlement with the debtor;
- or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Releasers 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 these Paragraphs A-C, but the Releasers hereby expressly waive and fully, finally and forever settle, release and discharge, upon this Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Releaser also hereby expressly waives and fully, finally and forever settles, releases and discharges any and all claims it may have against any Released Party under § 17200, *et seq.*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.
- C. The releases set forth in paragraphs A and B shall not release claims between Releasers and the Released Parties under Article 2 of the Uniform Commercial Code (pertaining to Sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury, or other claims unrelated to the allegations in the Direct Purchaser Class Action.

- D. By signing below, you also are verifying that you have not assigned or transferred any matter released pursuant to this release or any other part or portion thereof. You are further verifying under penalty of perjury that the information provided in this Proof of Claim and Release is accurate and complete.
- E. By signing below, you are agreeing to submit to the jurisdiction of the United States District Court for the District of Connecticut with respect to the claim you are making as a Class Member, and for purposes of enforcing the Release set forth in the accompanying Instruction and Release Form. You declare, under penalty of perjury under the laws of the United States of America, that the foregoing information provided by the undersigned is true and correct and that this Proof of Claim and Release was executed:

____ at _____ , _____
Month Day Year City State

(Sign your name here) (Type/Print your name here)

(Type/Print your company name here. Please include all related entities)

(Capacity of person signing, e.g., President, Partner)

ACCURATE PROCESSING OF CLAIMS MAY TAKE SUBSTANTIAL TIME.

THANK YOU IN ADVANCE FOR YOUR PATIENCE.

REMINDER CHECKLIST

1. **If you agree** with the determination of the total net amount of your Aggrenox purchases, please check the box in Section VII.
2. **If you do not agree** with the determination of the total net amount of your Aggrenox purchases, you may dispute the amount of qualifying purchases in Section VII, and file your claim based on your internal records, by completing Section VIII and providing the requisite supporting documentation to the Claims Administrator.
3. Please sign the Release and Submission to the Jurisdiction of the Court in Section IX.
4. Maintain the original documents and electronic files supporting your claim (where applicable).
5. Keep a copy of the completed Proof of Claim and Release for your records.
6. If you want proof that your claim was received, send your Proof of Claim and Release by Certified Mail (return receipt requested). **You will bear all risks of delay or non-delivery of your claim.**
7. Submit your original, signed Proof of Claim and Release to the Claims Administrator **postmarked no later than _____, 201__.**
8. If your address changes in the future, or if this document was sent to an incorrect address, please send us **written** notification of your new address.
9. If you have any questions concerning your claim or the Proof of Claim and Release, please contact the Claims Administrator at:

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