EXHIBIT B

In re Neurontin Antitrust Litigation,
United States District Court for the District of New Jersey
Civil Action Nos. 02-cv-1830 and 02-cv-2731

PROOF OF CLAIM AND RELEASE

INSTRUCTIONS – PLEASE READ CAREFULLY

I. INTRODUCTION

A. By Order dated May 1, 2014, the Court in this case preliminarily approved the Settlement between defendants Pfizer Inc. and Warner-Lambert Co. (collectively, "Defendants" or "Pfizer") and the Direct Purchaser Class (the "Settlement") for $190,000,000 plus interest (the "Settlement Fund") and scheduled a settlement hearing on July 31, 2014 to consider, among other things, the fairness of the settlement and the proposed Plan of Allocation of the Settlement Fund among Class Members (the "Fairness Hearing"). After the Fairness Hearing, the Court will decide whether to approve the Settlement.

B. You were mailed a Notice of Proposed Settlement of Class Action dated May 12, 2014 ("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 are available at www.berdonclaims.com, www.garwingerstein.com, and www.kaplanfox.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 attorneys' fees, expenses, incentive awards, and claims administration costs (the "Net Settlement Fund") if the Settlement is finally approved by the Court. Based on Pfizer's and generic gabapentin manufacturers' electronic sales data, an analyst retained by the attorneys for the Direct Purchaser Class has calculated an estimate of your *pro rata* share (percentage) of the Net Settlement Fund based on the total amount of purchases (which are expressed in dollars) of Neurontin and generic gabapentin that you made from Pfizer and generic manufacturers during the Class Period (December 11, 2002 through August 31, 2008).

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 X *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 _____, and sent to the Claims Administrator** at:

In re Neurontin Antitrust Litigation
c/o Berdon Claims Administration, LLC
P.O. Box 9014
Jericho, NY 11753-8914
Phone: 800-766-3330
Fax: 516-869-0140
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 NEURONTIN AND GENERIC GABAPENTIN ESTIMATED *PRO RATA* SHARE OF THE NET SETTLEMENT FUND: An analyst retained by the attorneys for the Direct Purchaser Class has calculated the total net amount of purchases of Neurontin and generic gabapentin you and your related companies made from Pfizer and generic manufacturers during the Class Period (December 11, 2002 through August 31, 2008), as reported in Pfizer's and generic gabapentin manufacturer' electronic sales data. Due to the monthly nature of the sales data produced, qualifying purchases were calculated based on the first of the month following the beginning of the Class Period (January 1, 2003 for capsules and November 1, 2003 for tablets). Qualifying purchases are those purchases of Neurontin directly from Pfizer through September 30, 2004 for capsules, and October 31, 2004 for tablets, and purchases of generic gabapentin directly from generic gabapentin manufacturers through August 31, 2008. Generic gabapentin manufacturers that provided electronic data are Greenstone, Purepac, Apotex, Ivax, and Teva. Based upon that purchase amount, the analyst has provided an initial estimate of your *pro rata* share (percentage) of the Net Settlement Fund. This initial estimate is based upon the allocation plan to be approved by the Court at the Settlement Hearing, and is subject to change based on the factors listed in Section VIII.

B. VERIFICATION: Each Claimant should verify the accuracy of the total dollar amount of qualifying purchases 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 _____**, 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 estimate drawn from Pfizer's and generic gabapentin manufacturers' sales data is **materially** different from the summary based on your internal 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 Neurontin from Pfizer **plus** generic gabapentin (either directly from generic manufacturers or indirectly from wholesalers) during the Class Period. If your Claim Form does not list any generic purchases, in order to be considered eligible for your *pro rata* share of the Net Settlement Fund, you will be required to provide documentation that you purchased generic gabapentin during the Class Period, which will be subject to review and evaluation by the Claims Administrator.

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 Neurontin from Pfizer during the time period December 11, 2002 through August 31, 2008 and of generic gabapentin, please include notarized documentation of such assignments with your completed Claim Form.

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

In re Neurontin Antitrust Litigation,
United States District Court for the District of New Jersey
Civil Action Nos. 02-cv-1830 and 02-cv-2731

CLAIM FORM

Please print (or type) clearly in blue or black ink.

V. CLAIMANT IDENTIFICATION

Name and Address of Class Member *(as appears on invoices)*	**Please make all required updates below:**
	_____ _____ _____ _____ _____ _____

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; or

[ ] To be considered a Class Member, you must provide documentation, as described in detail in Section IX, of generic purchases of gabapentin (either directly from generic manufacturers or indirectly from wholesalers) during the period from October 1, 2004 through August 31, 2008. While purchases of generic gabapentin from wholesalers will be considered for determining a Claimant's eligibility as a Class Member, indirect purchases will not be considered for purposes of allocating the Net Settlement Fund.

VII. AMOUNT OF QUALIFYING PURCHASES OF NEURONTIN AND GENERIC GABAPENTIN

Your total amount of qualifying purchases of Neurontin and generic gabapentin is $_____.

Attachment 1 details your qualifying purchases by manufacturer, dose and form and lists any related companies which have been included in this estimate.

Qualifying purchases are those purchases of Neurontin directly from Pfizer during the period January 1, 2003 through September 30, 2004 for capsules, and November 1, 2003 through October 31, 2004 for tablets, and purchases of generic gabapentin directly from generic gabapentin manufacturers during the period October 1, 2004 through August 31, 2008 for capsules and November 1, 2004 through August 31, 2008 for tablets. Generic gabapentin manufacturers included in this estimate are Greenstone, Purepac, Apotex, Ivax, and Teva. Electronic data were not provided for other manufacturers.

[ ] Check here if you do not dispute the above information.

VIII. INITIAL ESTIMATE OF YOUR *PRO RATA* SHARE OF THE NET SETTLEMENT FUND

The initial estimate of your *pro rata* share is _____%.

Note that this initial estimated *pro rata* share is based on the assumption that 100% of the Class is determined to be an eligible Class Member, accepts the information drawn from Pfizer's and generic manufacturers' sales data and elects to participate in the settlement allocation process by filing a timely claim form. This initial estimated *pro rata* share is subject to change depending on the following factors: (1) the number of Class Members deemed ineligible due to insufficient generic purchases; (2) the actual level of participation by Class Members in the settlement allocation process;

and (3) the number of claimants disputing the Claims Administrator's determination of their amount of qualifying purchases.

IX. AMOUNT OF QUALIFYING PURCHASES BASED ON YOUR INTERNAL RECORDS

If you find that the estimate drawn from Pfizer's and generic gabapentin manufacturers' sales data is **materially** different from the information drawn from your internal records, you have an option to file your claim based on your internal records.

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

State the total amount of qualifying purchases based on your internal records: $_____

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) product description including dosage and form; (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 Pfizer or a supplier of generic gabapentin for the purchase and appears as the "bill to" or "sold to" entity in the transactional data); (e) quantity purchased net of returned units or dollar value of purchases net of returned product; and (f) price paid for each purchase, net of rebates and discounts. All documentation is subject to review and evaluation by the Claims Administrator.

X. RELEASE AND SUBMISSION TO JURISDICTION OF THE COURT

RELEASE

A. By signing below, you confirm that you (including any of your 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 "Releasors"), whether or not you object to the Settlement and whether or not you make a claim upon or participate in the Settlement Fund, unconditionally, fully and finally release and forever discharge Defendants and their 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 (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the "Released Parties") from all manner of claims, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, accrued in whole or in part, in law or equity, 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 conduct alleged or asserted in any complaints that Plaintiffs filed in this Class Action, relating to any alleged delay in the marketing, sale, manufacture, pricing, or purchase of, or the enforcement of intellectual property related to Neurontin or its generic equivalents, prior to the date hereof, except for any claims between Plaintiffs, Class members and the Released Parties concerning product liability, breach of contract, breach of warranty or personal injury (the "Released Claims").

B. In addition, upon the Settlement becoming final, you hereby expressly waive, release and forever discharge 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. You hereby also expressly waive and fully, finally and forever settle, release and discharge 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. You also hereby expressly waive and fully, finally and forever settle, release and discharge any and all claims you 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 hereby expressly incorporated into the definition of Released Claims.

C. 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.

D. By signing below, you are agreeing to submit to the jurisdiction of the United States District Court for the District of New Jersey 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 the second box in Section VI has been checked by the Claims Administrator, please provide the requisite supporting documentation regarding your generic gabapentin purchases in order to be eligible for your *pro rata* share of the Net Settlement Fund.
2. **If you agree** with the Claims Administrator's determination of the dollar amount of your Neurontin and generic gabapentin purchases shown in the attachment, please check the box in Section VII.
3. **If you do not agree** with the Claims Administrator's determination, you may dispute the amount of qualifying purchases in Section IX by providing the requisite supporting documentation to the Claims Administrator.
3. Please sign the Release and Submission to the Jurisdiction of the Court in Section X.
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 _____.**
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:

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

ATTACHMENT 1

[Entity Name] Net Purchases of Neurontin and Generic Gabapentin by Manufacturer, Dose and Form (in Dollars)

Dose	Form	Neurontin	Greenstone	Purepac	Apotex	Teva	IVAX	Total Generic	Total
100MG	CAP								
100MG	TAB								
300MG	CAP								
300MG	TAB								
400MG	CAP								
400MG	TAB								
600MG	TAB								
800MG	TAB								

Notes:

The above summary represents aggregate purchases of the entire entity, including its related entities:

Settlement ID: ____