

EXHIBIT 5

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation
Master Dkt. No. 20-1076-CFC

Si desea recibir esta notificación en español, llámenos al 866-742-4955

PROOF OF CLAIM AND RELEASE

Your claim must be postmarked by: _____ [45 days from date of notice]

Notice ID:

INTRODUCTION

On ____, the Court in the above-entitled action (the “Action”) preliminarily approved two separate settlements (the “Settlements”) totaling \$51,419,000 in a class action lawsuit brought by J M Smith Corporation d/b/a, Smith Drug Company and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. (collectively “Plaintiffs” or “Class Representatives”) against AstraZeneca Pharmaceuticals L.P., AstraZeneca UK Limited (collectively “AstraZeneca”), Handa Pharmaceuticals, LLC (“Handa”), and Par Pharmaceutical, Inc. (“Par”) (together, AstraZeneca, Handa, and Par are referred to as “Defendants”).¹

The notice of class action Settlement dated _____, which was mailed to Class members with this claim form, and which is available at www.garwingerstein.com, summarizes both the litigation and terms of the Settlements. 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 funds from the Settlements with AstraZeneca and Handa, net of attorneys’ fees, service awards to Class Representatives, and other costs awarded by the Court (the “Net Settlement Fund”).

In order for the Claims Administrator to make the proper calculation of your *pro rata* share of the Net Settlement Fund, please either (a) verify the accuracy of the net purchase volumes listed in Part II.A of this Proof of Claim and Release Form that are derived from purchase data produced in this Action or (b) submit the data required in Part II.B of this Proof of Claim and Release Form.

PART I: CLAIMANT IDENTIFICATION

Please provide this information. In addition, if purchases were made in a name other than the Claimant’s name (for example, if you are filing this Proof of Claim and Release Form based on an assignment), please include documentation of your right to assert a claim with respect to those claimed purchases.

Employer Tax Identification Number: _____

Claimant Name & Address:

Please make any changes or corrections below:

¹ Par filed for bankruptcy and claims against it have subsequently been discharged. *See In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation*, Master Dkt. No. 20-1076-CFC, at D.I. 187, 662.

Person overseeing the claims process for Claimant (who can be contacted if there are questions regarding this claim):

First Name: _____ MI: _____ Last Name: _____

Phone Number: (____) ____ - ____ Email Address: _____

PART II: CLASS MEMBER'S QUALIFYING PURCHASES OF BRAND AND/OR GENERIC SEROQUEL XR TABLETS

A. The Claims Administrator, in conjunction with the direct purchaser plaintiffs' economic expert, has calculated each Class member's qualifying net direct purchases of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg tablets from AstraZeneca during the period of August 2, 2015 through December 31, 2018, and net direct purchases of generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg tablets from Par during the period of November 1, 2016 through April 30, 2017. The initial calculations are based upon brand and generic Seroquel XR sales data produced by AstraZeneca and Par in the Action. If and when the Claims Administrator learns of additional data or claims, the calculations may change. In addition, your calculation may change as a result of other information submitted during the claims administration process. **To repeat, the initial calculations are subject to change.**

Each Class member should verify the accuracy of the total net purchase volumes listed below. **If you agree that the total net purchase volumes computed for your company are accurate, you should sign on page 9 of this Proof of Claim and Release Form and mail it to the Claims Administrator postmarked no later than _____.** If you verify the accuracy of the total net purchase volumes listed below, you will not be required to produce any purchase data as part of the claims administration process, but you are waiving the right to challenge or appeal the Claims Administrator's determination regarding your pro rata distribution amount on the basis that the distribution amount would have been different had it been calculated using your own purchase records. **If you believe the total net purchase volumes listed for your company below are not accurate, you may submit purchase records, in electronic format as described in Part II.B below; any such data must be mailed to the Claims Administrator postmarked no later than _____.**

If you are filing a claim based on an assignment, you will have to submit documentation of your right to assert a claim with respect to those claimed purchases along with data showing the volume of purchases covered by your assignment.

In order to have a valid claim, you must be a member of the certified Direct Purchaser Class or have an assignment of rights from a Direct Purchaser Class member allowing you to recover as an assignee of a Class member. The certified Direct Purchaser Class (or "Class") is defined as follows:

All persons or entities in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased 50mg, 150mg, 200mg, and/or 300mg

strength of brand or generic Seroquel XR directly from any of the Defendants at any time from August 2, 2015 until April 30, 2017 (the “Class Period”). Excluded from the Class are Defendants and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities.

Also excluded from the Class for purposes of these Settlement Agreements are the following entities that previously opted out of the Class: Walgreen Co., The Kroger Co., Albertsons Companies, Inc., H-E-B, L.P., Hy-Vee, Inc., CVS Pharmacy, Inc., Rite Aid Corp., and Rite Aid Hdqtrs. Corp (the Retailer Plaintiffs”).

The Court-approved Plan of Allocation provides, for Claimants with valid claims, that each Claimant’s allocated share of the Net Settlement Fund will be determined by taking (a) each Claimant’s weighted combined total net purchases of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg from AstraZeneca from August 2, 2015 through December 31, 2018 and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg from Par from November 1, 2016 through April 30, 2017, (b) removing any purchases for which the rights to damages in this litigation have been assigned by agreement, and dividing it by (c) the weighted combined total purchases by all Claimants who timely submit valid, accepted Claim Forms of brand Seroquel XR from AstraZeneca from 50mg, 150mg, 200mg, and/or 300mg from August 2, 2015 through December 31, 2018, and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg from Par from November 1, 2016 through April 30, 2017.

Allocations to Claimants whose right to an allocation arises by virtue of an assignment(s) from a Class member(s) would be determined in this same fashion. In these cases, the volumes of brand and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchases used to determine the allocation would be the volumes assigned to the Claimant by an otherwise eligible Class member(s) (and the assignor Class member’s brand and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchase volumes would be reduced by the same amount).

Please note that related documents, including the Plan of Allocation and the Court’s Order approving the Plan of Allocation, are available at www.garwingerstein.com. This summary of the Plan of Allocation is only a summary and is not meant to alter the terms of the Court-approved Plan of Allocation. Claimants should refer to the Plan of Allocation for further details of how the allocation will work.

INITIAL ESTIMATE OF YOUR PURCHASE VOLUMES
According to the direct purchaser plaintiffs’ economic expert’s analysis of the data produced in the Action, your net qualifying volumes of Seroquel XR purchases are as follows: _____ Tablets of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchased directly from AstraZeneca (net of returns and free samples) from August 2, 2015 through December 31, 2018. _____ Tablets of generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchased directly from Par (net of returns and free samples) from November 1, 2016 through April 30, 2017. The National Drug Codes (NDCs) for the relevant products and strengths are listed below in Exhibit A. If you accept and verify that the above figures for your net direct brand and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg purchases are correct, please check here: <input type="checkbox"/>



Note that the above-listed net purchases account for only those assignments from the Retailers Plaintiffs of which Plaintiffs' economic expert is aware.

Please note that, even if you accept these figures, they may be reduced if you have assigned part or all of your claim by entering an assignment agreement.

B. To the extent that you do not elect to rely upon the calculation of net purchase volumes as set forth above in Part II.A, please identify all **direct** purchases of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg directly from AstraZeneca (net of returns, free samples, and assignments) from August 2, 2015 through December 31, 2018 and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg directly from Par (net of returns, free samples, and assignments) from November 1, 2016 through April 30, 2017, by providing the information below in electronic format. The relevant NDC codes are listed below in Exhibit A. The Claims Administrator may require additional information.

Date of Purchase (MM/DD/YYYY)	Supplier (Purchased From)	NDC (#####-###-##)	Transaction Type (Purchase or Return)	Purchase Volume # of Tablets

C. Assignments

Please check here if you are filing this claim based on an assignment: ☐

If you are submitting a claim pursuant to an assignment, please identify with particularity that assignment here. Please also attach documentation in support of such assignment, including the assignment agreement and data showing your qualifying purchases, from your assignor, that are covered by any such assignment of brand Seroquel XR 50mg, 150mg, 200mg, and/or 300mg directly from AstraZeneca (net of returns, free samples, and assignments) from August 2, 2015 through December 31, 2018 and generic Seroquel XR 50mg, 150mg, 200mg, and/or 300mg directly from Par (net of returns, free samples, and assignments) from November 1, 2016 through April 30, 2017.

Please provide the following data:

Date of Purchase (MM/DD/YYYY)	Assignor (Purchased From)	NDC (#####-####-##)	Transaction Type (Purchase or Return)	Purchase Volume # of Tablets

Please note that the Claims Administrator may require additional information and documents for any claim made based on an assignment. Also please note that your claim, including the documentation and data submitted therewith, may be shared with your assignor as part of the Claims Administration process. By submitting a claim by virtue of an assignment, you are agreeing that such data and documentation, and calculations based on such data and documentation, may be shared with your assignor. Also note that, if the assignor Class member and Claimant filing by assignment from that assignor Class member cannot reach agreement about the Claimant's right to recover, including agreement regarding the purchase volumes covered by such assignment, then the disputed share of the Net Settlement Fund shall be placed into escrow and the assignee Claimant and the assignor Class member shall make application to the Court for any such monies held in escrow.

PART III: SUBMISSION TO JURISDICTION OF THE COURT

By signing below, you agree to submit to the exclusive jurisdiction of the United States District Court for the District of Delaware with respect to any suit, action, proceeding or dispute arising out of or relating to *In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litig.*, Master Dkt. No. 20-1076-CFC (D. Del.) (the "Action"), claims administration in the Action, the claim you or any other entity is making as a Class member or assignee thereof in the Action, and/or the Releases set forth below.

PART IV: RELEASES

The full text of the releases to which you will be bound are set forth in the Settlements, which are available at www.garwingerstein.com. Consistent therewith:

A. By signing below, you hereby confirm that you and your respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and your parents' subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and your predecessors, successors, heirs, executors, administrators, and representatives ("AstraZeneca Releasing Parties") shall be deemed to and do hereby completely, finally, and forever release and discharge jointly and severally, individually and collectively, AstraZeneca and its past, present, or future parents, subsidiaries, and Affiliates; all of the past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, associates, employees, and legal representatives of any of the foregoing; the trustees, heirs, executors, administrators, beneficiaries, predecessors, successors, and assigns of any of the foregoing; and any other person or entity that claims, or might claim, by, through, under, on behalf of, or for the benefit of any of the foregoing ("AstraZeneca Released Parties") from: any and all manner of claims, counterclaims, complaints, demands, actions, potential actions, suits, causes of action, grievances, allegations, accusations, obligations, liabilities, matters, disputes, and issues of any nature whatsoever, as well as all forms of relief, including all remedies, costs, expenses, losses, liabilities, debts, damages, penalties, and attorneys' and

other professionals' fees and related disbursements, whether known or unknown, foreseen or unforeseen, discoverable or undiscoverable, accrued or unaccrued, contingent or non-contingent, direct or indirect, suspected or unsuspected, apparent or unapparent, liquidated or unliquidated, in law or equity (collectively, "AstraZeneca Claims"), that AstraZeneca Releasing Parties ever had, now have, or hereafter can, shall, or may have from the beginning of the world through the Effective Date, directly, representatively, derivatively, as assignees, or in any other capacity, to the extent arising out of or relating in any way to the Litigation or any conduct that reasonably could have been alleged in the Litigation, including but not limited to any conduct related in any way to the sale of Seroquel XR or its generic equivalents ("AstraZeneca Released Claims").

For the avoidance of doubt, AstraZeneca Released Claims shall not include Claims for breach of warranty, breach of contract, violation of the Uniform Commercial Code, personal or bodily injury, or only arising out of or in any way relating to any products other than brand or generic Seroquel XR.

B. In addition, you, on behalf of yourself and the AstraZeneca Releasing Parties hereby covenant and agree that you shall not, hereafter, to the full extent permitted by law:

- i. sue or otherwise seek to establish or to impose liability based, in whole or in part, on any AstraZeneca Released Claim against any of the AstraZeneca Released Parties;
- ii. issue any subpoena or discovery request to any of the AstraZeneca Released Parties seeking discovery concerning any AstraZeneca Released Claim (however, if additional information is needed for purposes of distribution of the Settlement Fund, the Parties will work together in good faith to address); or
- iii. assist, support, cooperate with, or provide information to, directly or indirectly, any person or entity in seeking to establish or to impose liability based, in whole or in part, on any AstraZeneca Released Claim against any of the AstraZeneca Released Parties.

C. In addition, you, on behalf of yourself and the AstraZeneca Releasing Parties, expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party[.]

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law that is similar, comparable, or equivalent to § 1542 of the California Civil Code. The AstraZeneca Releasing Parties may hereafter discover facts other than or different from those that they know or believe to be true regarding the claims that are the subject matter of Paragraph 30 of the Settlement Agreement, but each AstraZeneca Releasing Party hereby expressly waives and fully, finally, and forever settles and releases any Claim that would otherwise fall within the definition of AstraZeneca Released Claims, whether or not concealed or hidden, regardless of the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, each AstraZeneca Releasing Party also hereby expressly waives and fully, finally, and forever settles and releases any and all Claims that would otherwise fall within the definition of AstraZeneca Released Claims it may have against any AstraZeneca 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 AstraZeneca Released Claims,

provided that such conduct occurred before the Effective Date. For the avoidance of doubt, AstraZeneca Released Claims shall not include Claims for breach of warranty, breach of contract, violation of the Uniform Commercial Code, personal or bodily injury, or only arising out of or in any way relating to any products other than brand or generic Seroquel XR. The parties acknowledge that the foregoing waiver was separately bargained for and is a key and integral element of this Settlement Agreement.

D. By signing below, you hereby confirm that you and your respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and the parents' subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and their predecessors, successors, heirs, executors, administrators, and representatives ("Handa Releasing Parties") shall be deemed to and do hereby completely, finally, and forever release and discharge jointly and severally, individually and collectively, Handa and its past, present, or future parents, subsidiaries, and Affiliates; all of the past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, associates, employees, and legal representatives of any of the foregoing; the trustees, heirs, executors, administrators, beneficiaries, predecessors, successors, and assigns of any of the foregoing; and any other person or entity that claims, or might claim, by, through, under, on behalf of, or for the benefit of any of the foregoing ("Handa Released Parties") from: any and all manner of claims, counterclaims, complaints, demands, actions, potential actions, suits, causes of action, grievances, allegations, accusations, obligations, liabilities, matters, disputes, and issues of any nature whatsoever, as well as all forms of relief, including all remedies, costs, expenses, losses, liabilities, debts, damages, penalties, and attorneys' and other professionals' fees and related disbursements, whether known or unknown, foreseen or unforeseen, discoverable or undiscoverable, accrued or unaccrued, contingent or non-contingent, direct or indirect, suspected or unsuspected, apparent or unapparent, liquidated or unliquidated, in law or equity (collectively, "Handa Claims"), that Handa Releasing Parties ever had, now have, or hereafter can, shall, or may have from the beginning of the world through the Effective Date, directly, representatively, derivatively, as assignees, or in any other capacity, to the extent arising out of or relating in any way to the Litigation or any conduct that reasonably could have been alleged in the Litigation ("Handa Released Claims").

For the avoidance of doubt, Handa Released Claims shall not include Claims for products liability, breach of warranty, breach of contract, violation of the Uniform Commercial Code, or personal or bodily injury.

E. In addition, you, on behalf of yourself and the Handa Releasing Parties, hereby covenant and agree that they shall not, hereafter, to the full extent permitted by law:

- i. sue or otherwise seek to establish or to impose liability based, in whole or in part, on any Handa Released Claim against any of the Handa Released Parties;
- ii. assist, support, cooperate with, or provide information to, directly or indirectly, any person or entity in seeking to establish or to impose liability based, in whole or in part, on any Handa Released Claim against any of the Handa Released Parties;
- iii. cause or release any agent, employee, or contractor retained by any Handa Releasing Party in connection with the Litigation to engage in any such assistance, support, cooperation, or provision of information with respect to the Handa Released Claims against any of the Handa Released Parties;

- iv. grant any waivers with respect to any such assistance, support, cooperation, or provision of information with respect to the Handa Released Claims against any of the Handa Released Parties;
- v. release any attorney who represented any Handa Releasing Parties in connection with the Litigation from maintaining the confidentiality of non-public information to which such attorney had access in the Litigation; or
- vi. grant any waivers with respect to any such maintenance unless ordered to do so by the Court or otherwise compelled to do so by law.

F. In addition, you, on behalf of yourself and the Handa Releasing Parties, expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party[.]

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law that is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Handa Releasing Parties may hereafter discover facts other than or different from those that they know or believe to be true regarding the claims that are the subject matter of Paragraph 30 of the Settlement Agreement, but each Handa Releasing Party hereby expressly waives and fully, finally, and forever settles and releases any Claim that would otherwise fall within the definition of Handa Released Claims, whether or not concealed or hidden, regardless of the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, each Handa Releasing Party also hereby expressly waives and fully, finally, and forever settles and releases any and all Claims that would otherwise fall within the definition of Handa Released Claims it may have against any Handa 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 Handa Released Claims, provided that such conduct occurred before the Effective Date. For the avoidance of doubt, Handa Released Claims shall not include Claims for products liability, breach of warranty, breach of contract, violation of the Uniform Commercial Code, or personal or bodily injury. The parties acknowledge that the foregoing waiver was separately bargained for and is a key and integral element of this Agreement.

G. The releases set forth above will become effective when the Settlement Agreement receives final court approval.

PART V: VERIFICATION/RELEASE

I 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 this _____, day of _____, _____ in _____, _____
(Day) (Month) (Year) (City) (State/Country)

Sign your name here: _____

Type/print your name here: _____

Type/print your company name here: _____

Capacity or job title of person signing (e.g., President, Partner): _____

RETURN YOUR COMPLETED PROOF OF CLAIM AND RELEASE AND RETURN TO:

Seroquel XR Direct Purchaser Antitrust Litigation

c/o RG2 Claims Administration LLC

P.O. Box 59479

Philadelphia, PA 19102-9479

Questions? Contact the Notice and Claims Administrator at 866-742-4955.

Remember, your signed Proof of Claim and Release must be mailed and postmarked by _____.

Exhibit A: Relevant NDCs of Brand and Generic Seroquel XR
50mg, 150mg, 200mg, and/or 300mg

NDC	Strength	Package Size
<u>Brand Seroquel XR (AstraZeneca):</u>	150MG	00310028139
	150MG	00310028160
	200MG	00310028239
	200MG	00310028260
	300MG	00310028339
	300MG	00310028360
	50MG	00310028039
	50MG	00310028060
<u>Generic Seroquel XR (Par):</u>	150MG	49884080602
	200MG	49884080702
	300MG	49884080802
	50MG	49884080502