

DEBORAH RUFFIN, individually and on behalf of all
others similarly situated,

V.

Case No. 7:23-CV-01660-BO-RN

SETTLEMENT AGREEMENT

RECITALS

1

(4) breach of contract, (5) design defect, (6) manufacturing defect, (7) failure to warn, (8) negligent misrepresentation, (9) unjust enrichment, and (10) negligence. ECF No. 5.

WHEREAS, upon the filing of the Complaint, Class Counsel and counsel for CVS conferred regarding the case, and determined both sides were mutually willing to discuss the strengths and weaknesses of each side's anticipated claims and defenses in order to determine whether it would be possible to reach an early resolution of the Action. To facilitate those discussions, the parties agreed to extend CVS's time to respond to the pleadings. (ECF Nos. 9, 11, 12).

WHEREAS, following the Parties' preliminary exchange of information, including information concerning the nationwide sale of the products at-issue in the Action, and following several discussions as between counsel for both parties, the parties agreed to private mediation before the Hon. Diane M. Welsh (Ret.) of JAMS, a former U.S. magistrate judge and mediator with extensive experience in resolving complex legal matters, including consumer class actions. Before and during the mediation session, the Parties had an arms'-length exchange of information to permit Plaintiff's counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions. Following mediation on November 11, 2024, the parties successfully reached an agreement in principle to resolve Plaintiff's claims on a class wide basis on that date.

WHEREAS, at all times, CVS has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action (defined below). Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, CVS has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise of disputed claims, and nothing in or concerning this Agreement, any documents related to this Agreement, the fact of this Agreement nor any negotiations resulting in this Agreement shall be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of CVS, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, nor with respect to the certifiability of a litigation class. CVS has agreed to class action treatment of the claims alleged in the Action solely for the purpose of compromising and settling those claims on a class basis as set forth herein.

WHEREAS, Plaintiff and Class Counsel believe that the claims asserted in the Action against CVS have merit, and that they would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that CVS has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against CVS through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims (defined below) be fully and finally compromised, settled, and resolved

with prejudice on a class wide basis. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and Defendant, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

- 1.1 “Action” means Ruffin vs. CVS Pharmacy, Inc., No. 7:23-CV-01660-BO-RN, pending in the United States District Court for the Eastern District of North Carolina, Southern Division.
- 1.2 “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for this Agreement where none of the Parties elect to terminate this Settlement by reason of such variance.
- 1.3 “Approved Claims” means those claims that are approved by the Settlement Administrator for payment.
- 1.4 “Approximate Retail Price” is the approximate price associated with each of the Recalled Products, as shown in Exhibit A to this Settlement Agreement.
- 1.5 “Cash Award” means the equal cash compensation, payable by the Settlement Administrator from the Settlement Fund, that each Settlement Class Member who has not opted-out of the Settlement shall be entitled to receive as calculated from the Available Settlement Fund.
- 1.6 “Claim Form” means the document(s) to be submitted by Settlement Class Members seeking compensation pursuant to this Settlement Agreement. The Claim Form will be available online at the Settlement Website, and the contents of the Claim Form will be approved by the Court through the Preliminary Approval process.
- 1.7 “Claims Period” means the time period from the Notice Date through the Objection /Exclusion Deadline, which is the time period that Settlement Class

Members will have to claim the benefits contemplated by this Settlement Agreement.

- 1.8 “Class Counsel” means Paul Doolittle, Tiffany N. Lawson, and Eric M. Poulin of Poulin, Willey, Anastopoulos, LLC.
- 1.9 “Class Period,” as used in this Agreement, refers to the time period from October 1, 2021 to October 25, 2023.
- 1.10 “Class Representative” means the named Plaintiff in this Action, Deborah Ruffin.
- 1.11 “Court” means the United State District Court for the Eastern District of North Carolina, Southern Division.
- 1.12 “Defendant” means CVS Pharmacy, Inc.
- 1.13 “Defendant’s Counsel” means the law firms of Barnes & Thornburg, LLP and Ellis & Winters LLP.
- 1.14 “Effective Date” means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.
- 1.15 “Election Form” means the form by which Settlement Class Members shall make their selection identifying whether they elect to receive their Cash Award by Check, Venmo, or PayPal. The Election Form will be available as part of the Claim Form. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will receive a Cash Award in the form of a check sent to the Settlement Class Member’s last known address.
- 1.16 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.
- 1.17 “Final” means three (3) business days following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

- 1.18 “Final Approval” means the Court’s order granting final approval of the proposed Settlement and entry of a Final Order and Final Judgment following the Fairness Hearing.
- 1.19 “Fairness Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the service awards to the Class Representative.
- 1.20 “Final Judgment” means the Final Order and Judgment to be entered by the Court approving the Agreement after the Fairness Hearing.
- 1.21 “Long-Form Notice” means the long-form notice of settlement, substantially in the form attached hereto as Exhibit C.
- 1.22 “Notice” refers to both the Long-Form and Short-Form Notice of this proposed Class Action Settlement Agreement and Fairness Hearing, which is to be made to the Settlement Class substantially in the manner set forth in this Agreement as described in Paragraphs 4.1 and 4.2 below, and which will be approved by the Court consistent with the requirements of Due Process, Rule 23 of the Federal Rules of Procedure.
- 1.23 “Notice Date” means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than twenty-eight (28) days after Preliminary Approval.
- 1.24 “Objection /Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person in the Settlement Class must be made, which shall be designated as a date stated in the Notice and no earlier than sixty (60) days after the Notice Date, or such other date as ordered by the Court.
- 1.25 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.
- 1.26 “Plaintiff” means Deborah Ruffin and the Settlement Class Members.
- 1.27 “Preliminary Approval” means the Court’s preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.
- 1.28 “Preliminary Approval Order” means the Order preliminarily approving the Settlement Agreement and directing notice thereof to the Settlement Class. A

proposed order will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs' motion for preliminary approval of the Agreement.

- 1.29 "Proof of Purchase" shall mean documentary evidence that a Settlement Class Member purchased Recalled Product(s) during the Class Period. Proof of Purchase shall include data from Defendant's ExtraCare loyalty membership purchase records, receipts of purchase showing the SKU for Recalled Product, and photographs of Recalled Product showing the SKU (as listed in Exhibit A). If proffered Proof of Purchase does not identify the corresponding date of purchase, it shall be sufficient for Settlement Class Members to confirm their best recollection of the date of purchase under penalty of perjury. If proffered Proof of Purchase does not identify the amount paid by the Settlement Class Member for the Recalled Product, the applicable price shall be the Approximate Retail Price for the Recalled Product, as reflected in Exhibit A. Sufficiency of alternative Proof of Purchase shall otherwise be determined at the discretion of the Settlement Administrator.
- 1.30 The "Qualified Settlement Fund" or "QSF" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendant into the QSF in accordance with the terms of this Agreement and the money in the QSF shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the QSF shall be paid from the Settlement Fund.
- 1.31 "Recalled Product" shall refer to any product that Defendant sold during the Class Period with any of the nine National Drug Codes (NDCs) and corresponding SKUs listed in Exhibit A.
- 1.32 "Released Claims" means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state, or local) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the Notice Date by Plaintiff and all Class Members (including Plaintiff's and Class Members' respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that: were asserted or that could have been reasonably asserted in the Actions against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or asserted in the Actions including, but not limited to, alleged violations of state consumer protection, unfair competition, and/or

false or deceptive advertising statutes; breach of express or implied warranty (including, but not limited to, claims arising under state law and/or the Magnuson-Moss Warranty Act); unjust enrichment, restitution, declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort; and relate in any way to the advertising, labeling, or marketing of the Recalled Products through any medium (e.g., on-label, internet, or otherwise). “Released Claims” shall be construed as broadly as possible to effect complete finality over this litigation involving CVS’s advertising, labeling, and/or marketing of the Recalled Products as set forth herein and in the operative complaint.

- 1.33 “Released Parties” means CVS Pharmacy, Inc., as well as any and all of Defendant’s current, former, and future predecessors, successors, affiliates, assigns, divisions, or related corporate entities, and all of its respective current, future, and former employees, staff, officers, directors, assigns, agents, trustees, administrators, executors, insurers, and attorneys (whether in their official or individual capacities). Released Parties also includes all persons, entities, or corporations involved in any way in the development, creation, distribution, sale, advertising, labeling, manufacture, and/or marketing of the Recalled Products. Each such party is a “Released Party” under this Agreement.
- 1.34 “Releasing Parties” means Plaintiff, Settlement Class Members, and each of their respective present or past heirs, executors, parents, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, trusts, Limited Liability companies, partnerships and corporations.
- 1.35 “Service Award” means any award sought by application to and approved by the Court that is payable to Plaintiff for her role as the class representative and/or named plaintiff, and for the responsibility and work attendant to that role.
- 1.36 “Settlement Administration Expenses” means all fees charged by the Settlement Administrator and expenses incurred by the Settlement Administrator in connection with its administration of this Settlement, including but not limited to fees and expenses incurred in providing Notice, responding to inquiries from members of the Settlement Class, ascertaining amounts of and paying Cash Awards from the Settlement Fund, handling any unclaimed funds, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection

with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

- 1.37 “Settlement Administrator” shall refer to a reputable and qualified administration company, e.g., CPT Group, IL YM Group, Simpluris, AB Data, or other administrators, that has been selected jointly by the Parties or approved by the Court to perform the duties set forth in this Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund, overseeing the distribution of Notice, handing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund. Class Counsel’s assent to this Agreement shall constitute consent on behalf of each and every member of the Settlement Class as defined herein to disclose to Class Counsel, Defendant’s Counsel, and the Settlement Administrator all information required by the Settlement Administrator to perform the duties and functions ascribed to it herein.
- 1.38 “Settlement Class” means all persons in the United States who purchased Recalled Products during the Class Period. Excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) the Defendant; (3) Persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded Persons.
- 1.39 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class as set forth above and who has not been excluded from the Settlement Class.
- 1.40 “Settlement Fund” means the non-reversionary fund that shall be established by or on behalf of Defendant in the total amount of one million dollars (\$1,000,000.00 USD) to be deposited into the QSF, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any Service Award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The “Available Settlement Fund” is the amount remaining in the Settlement Fund after payment of a Fee Award to Class Counsel, Settlement Administration Expenses (including an allowance for anticipated fees and expenses to be incurred after issuance of Cash Awards), any service awards to the Class Representative, and any other costs, fees or expenses approved by the Court. The Settlement Fund shall be kept in the QSF with permissions granted to the Settlement Administrator to access and administer said funds in a manner consistent with this agreement and with the Settlement Administrator’s fiduciary duties until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the QSF. The Settlement Administrator shall

be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement. Defendant's transfer of the Total Settlement Amount into the QSF fully discharges all of the Defendant's and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the QSF, nor to any Class Member or any other Person, under this Agreement. In no event shall Defendant's total monetary obligation with respect to this Agreement exceed one million dollars (\$1,000,000.00 USD), and, assuming all conditions required to trigger the Effective Date are met, in no event shall the Settlement Fund or any portion thereof revert to Defendant.

- 1.41 The "Settlement Website" means a website operated and maintained by the Settlement Administrator solely for purposes of making available to the Settlement Class Members the documents, information, and online claims submission process referenced throughout this Settlement Agreement.
- 1.42 "Short-Form Notice" means the short-form notice of settlement, substantially in the form attached hereto as Exhibit B.
- 1.43 The "Time-Discount Rate" is a computational tool for adjusting the Recalled Product's reimbursement price based on the date of purchase, as reflected in Exhibit A to this Settlement Agreement.
- 1.44 "Total Settlement Amount" means the total settlement consideration available and owed by CVS and any Released Parties for the resolution of this Action on a class wide basis, as set forth in Section 2.1, below.
- 1.45 "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of all state and federal law, including California Civil Code § 1542 as expressly waived in Section 3.3, regarding Recalled Product. Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any Law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States similar, comparable or equivalent to what is established in any state or territory of the United States. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention

to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT CONSIDERATION

2.1 Funding of the Total Settlement Amount

- (a) The Total Settlement Amount pursuant to this Agreement is \$1,000,000.00. CVS shall owe no funds in excess of the Total Settlement Amount.
- (b) Within twenty-one (21) days of the Preliminary Approval Date, CVS shall pay or cause to be paid into the QSF a total lump sum payment in the amount of \$1,000,000.00, which shall represent the full and total amount owed by CVS pursuant to this Agreement.
- (c) The funds deposited in the QSF shall be held in trust, pending Final Approval, except that the Settlement Administrator may use the funds held in the QSF to (1) cover costs for notice and administration, including those costs reasonably incurred prior to the Final Approval of this settlement; (2) pay all required taxes, if any, from the settlement fund. The Settlement Administrator will work with a Certified Public Accounting firm to file all necessary tax returns, at no cost to Defendant.
- (d) Following entry of Final Judgment and this Settlement becoming Final, as defined in Paragraph 1.17, the Settlement Administrator also may use the funds held in the QSF to make distributions to cover (1) any Fee Award the Court may order; (2) any Service Award the Court may order; and (3) all Approved Claims submitted by Settlement Class Members. Amounts will be distributed from the Settlement Fund as set forth in this Agreement.

2.2 Payment to Settlement Class Members

- (a) Each Settlement Class Member may file a claim that will, if valid, entitle the Class Member to a Cash Award. All available monies in the Settlement Fund will be paid out to Class Members with no possibility of reversion to Defendant. Monies will be distributed to Class Members by the following claims process:
 - i. Option 1. Settlement Class Members who have valid Proof of Purchase showing their actual purchase(s) of the Recalled Products during the Class Period and complete the Claim Form shall receive a cash payment equal to sum of the actual amount that Class Member paid for the Recalled Product(s) multiplied by the corresponding the Time-Discount Rate(s).

- ii. Option 2. Settlement Class Members who do not have valid Proof of Purchase, but who complete the Claim Form confirming under penalty of perjury (i) that they purchased one or more of the Recalled Products during the Class Period, (ii) the type of Recalled Product(s) they purchased during the Class Period, and (iii) for each purchased Recalled Product, the Settlement Class Member shall receive a pro rata cash payment of the Available Settlement Fund (following allocation of Cash Awards to Settlement Class Members with Proof of Purchase), adjusted to reflect the Time-Discount Rate and Approximate Retail Price for each purchased Recalled Product(s). Settlement Class Members who do not have value Proof of Purchase may not receive cash payment for more than three purchases of Recalled Product.
- (b) If a Settlement Class Member made separate purchases of Recalled Product and has valid Proof of Purchase for one or more but not for all purchases, the Settlement Class Member is eligible to recover through a combination of Option 1 and Option 2 but is limited to one form of recovery per purchase.
- (c) The Settlement Administrator shall be responsible for reviewing all claims to determine their validity, and to determine which are Approved Claims. To do so, the Settlement Administrator may, as it deems appropriate and necessary, contact claimants to clarify or verify information regarding purchases reported in the Claims Form. The Settlement Administrator shall reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of paragraph 2.2(b), above, or is submitted after the close of the claim period set by the Court ("Claim Period Close Date"). The Parties may review any claims found to be invalid by the Settlement Administrator and bring any disagreement to the attention of the Settlement Administrator. If the Parties both agree that a claim is valid, the claim shall be paid irrespective of the determination made by the Settlement Administrator. If either Class Counsel or Defense Counsel shall believe a claim is valid while the other does not, such disagreements shall be resolved by the Court. All further mediation fees shall be paid from the Settlement Fund.
- (d) The Notice will give Settlement Class Members the ability to opt-in via an Election Form to receive a Cash Award by Check, Venmo, or PayPal. Settlement Class Members must submit an Election Form no later than sixty (60) days after the Notice Date. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will receive a Cash Award in the form of a check sent to the Settlement Class Member's last known address. Only a Settlement Class Member is entitled to a Cash Award under this Settlement. Any Releasing Party who paid for Recalled Product or fees on behalf of a Settlement Class Member and believes he, she or it is entitled to any or all of the Cash Award may

attempt to pursue in a separate proceeding any claim he, she or it may have (if any) against the Settlement Class Member for those funds, but may not seek to recover that amount through this Settlement or in this Action.

- (e) Payments to all Settlement Class Members shall be made by the Settlement Administrator within sixty (60) days of the Effective Date.
- (f) All Cash Awards issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that a check issued to a Settlement Class Member is returned to the Settlement Administrator as undeliverable or not cashed within one hundred eighty (180) days after the date of issuance, or to the extent there are any remaining funds in the Settlement Fund after distribution of all Cash Awards and Settlement Administration Expenses, such funds shall be paid by the Settlement Administrator within sixty (60) days after the one hundred eighty (180) day period has expired, the parties agree that the uncashed amounts should not be given to the Defendant.
- (g) If the total value of claims submitted exceeds or falls short of the Available Settlement Fund, then the compensation provided to each Settlement Class Member shall be reduced or increased pro rata until the total payment to Settlement Class Members equals the Available Settlement Fund.

2.3 Injunctive Relief

- (a) In consideration for the Release contained in this Settlement Agreement, and as a result of the efforts of the Plaintiff and Class Counsel, Defendant also agrees to the following injunctive relief: Defendant agrees that it will not knowingly purchase any products for the period of the Effective Date through December 31, 2034 from Kilitch Healthcare India Ltd. (the manufacturer of the Products) under its current ownership.

2.4 Cy Pres

- (a) If any amount remains in the Settlement Fund after all Cash Payments, Settlement Administration Expenses, Fee Award, and Service Award payments have been made (including checks distributed to Settlement Class Members that remain uncashed after 120 days), those remaining amounts will be distributed to Public Justice, subject to the Court's approval. Public Justice is a nonprofit, public interest legal advocacy organization whose mission is to expand access to justice, including for consumer advocacy.

2.5 Limited Discovery to Facilitate Notice.

- (a) Defendant agrees to continue to cooperate with reasonable confirmatory discovery propounded by Plaintiff, which shall be limited to discovery concerning the scope and size of the Settlement Class (i.e., sales and purchasing data) to assist Class Counsel in giving reasonable Class notice under the best practicable means. The parties agree that any such discovery will be reasonable, cost effective, non-duplicative of information already provided, and shall not be unduly burdensome. The parties also agree that any such discovery must be conducted in a manner consistent with Defendant's policies and procedures for handling patient and customer data, including with respect to any privacy obligations that Defendant may have with respect to such data.

3. RELEASE

- 3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.
- 3.2 Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving Defendant advertising, labeling, marketing, sale, and/or performance of the Recalled Products as set forth herein.
- 3.3 The Released Claims include known and unknown claims relating to the Action, and this Settlement Agreement is expressly intended to cover and include all such damages, including all rights of action thereunder. Plaintiff and Settlement Class Members hereby expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, and any equivalent, comparable, or analogous provisions of the laws of the United States of America or any state or territory thereof, or of the common law or civil law, which provides as follows:

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.

- 3.4 Plaintiff and Settlement Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent

to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Plaintiff and Settlement Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the Release herein given by Plaintiff and Settlement Class Members to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Plaintiff and Settlement Class Members expressly acknowledge that he/she/they has/have been advised by his/her/their attorney of the contents and effect of Section 1542, and with knowledge, Plaintiff and Settlement Class Members hereby expressly waive whatever benefits he/she/they may have had pursuant to such section. Plaintiff and Settlement Class Members are not releasing any claims for personal injuries. Plaintiff acknowledges, and the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement of which this Release is a part. It is the intention of the parties to hereby fully, finally, and forever settle and release all disputes and differences, known or unknown, suspected or unsuspected, as to the released matters.

- 3.5 Upon the Effective Date, this Settlement Agreement shall be the exclusive remedy for any and all Released Claims for Plaintiff of Settlement Class Members.
- 3.6 Each and every term of this section shall inure to the benefit of each and all of the Released Parties, and each and all of their respective successors and personal representatives, which persons and entities are intended to be beneficiaries of this paragraph.
- 3.7 Persons who fall within the definition of the Settlement Class who have opted out of the Settlement by the Objection/Exclusion Deadline do not release their claims and will not obtain any benefits of the Settlement.

4. NOTICE TO THE CLASS

- 4.1 The Notice Plan shall consist of the following:
 - (a) ExtraCare Customer Data. No later than forty-five (45) days from the execution of this Settlement Agreement, Defendant shall use reasonable efforts to gather and hold in trust an electronic list from its ExtraCare loyalty program database reflecting the names, last known postal addresses, and email addresses of those ExtraCare members who used their ExtraCare

loyalty identification number to purchase a Recalled Period within the Class Period.¹ This electronic document shall be called the “ExtraCare Customer Data,” and shall be provided to the Settlement Administrator for the purpose of providing notice to the Settlement Class Members and, to the extent practicable, for calculating the Cash Awards to Settlement Class Members. Defense counsel will hold this data in trust, pending Preliminary Approval and pending entry of an appropriate order governing any HIPAA-governed material contained in the data, to the extent applicable. To allow sufficient time for collection and verification of information, Defense Counsel shall provide the ExtraCare Customer Data to the Settlement Administrator and Plaintiff’s counsel no later than ten (10) days after the latest of (1) receipt of the ExtraCare Customer Data from Defendant, (2) the Court’s entry of a Preliminary Approval order, and (3) the Court’s entry of an appropriate order governing any HIPAA-governed material contained in the data, to the extent applicable. Plaintiff, Class Counsel and the Settlement Administrator shall not use the ExtraCare Customer Data for any other purpose.

- (b) Direct Notice via Email. No later than twenty-one (21) days from receipt of the ExtraCare Customer Data, the Settlement Administrator shall send the Short Form Notice via email to all Settlement Class Members for whom a valid email address is in the ExtraCare Customer Data. In the event transmission of an email notice results in any “bounce backs,” the Settlement Administrator shall, if possible, correct any issues that may have caused the “bounce-back” to occur (e.g., obvious typos in the email address extension) and make a second attempt to re-send the email notice.
- (c) Direct Notice via U.S. Mail. No later than twenty-eight (28) days from receipt of the ExtraCare Customer Data, the Settlement Administrator shall send the Short Form Notice via First Class U.S. Mail to all Settlement Class Members for whom a valid mailing address is in the ExtraCare Customer Data and for whom CVS was unable to provide an email address (including where the email notice in Paragraph 4.1(b) “bounced” and the Settlement Administrator was unable to successfully re-send the email). The Settlement Administrator may perform skip traces and remailings for any Notice that was undeliverable or returned, and shall maintain such records of remailings, returns, or undeliverable, and provide weekly reports to the parties via email on the same.
- (d) In-Store Notice. No later than ten (10) days from the entry of the Preliminary Approval Order, CVS shall use reasonable efforts to post the Short Form Notice within each of its stores. Such in-store Notice shall remain posted through the Objection/Exclusion Deadline.

¹ In an effort to facilitate claims administration in the event of Final Approval, and to the extent it is reasonably able to do so without incurring undue cost or burden, Defendant also shall endeavor to collect records reflecting any such customer’s actual purchases of the Recalled Products, including information identifying which Recalled Product(s) the customer purchased and the amount the customer paid for any such Recalled Product(s).

- (e) Publication Notice. No later than twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator will cause notice of the Settlement to be circulated in a newspaper with nationwide circulation to contain information substantially in the form provided in the Short Form Notice.
 - (f) Settlement Website. Within ten (10) days from the entry of the Preliminary Approval Order, Notice shall be provided on a website at an available settlement URL (such as, for example, www.CVSsettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator and shall provide Settlement Class Members with the ability to submit Election Forms and to update their mailing addresses. Copies of this Settlement Agreement, the Long Form Notice, the operative complaint, the motions for preliminary and final approval and other pertinent documents and Court filings and orders pertaining to the Settlement (including the motion for attorneys' fees upon its filing), shall be provided on the Settlement Website.
 - (g) Additional Notice. If the Notice Plan described in the preceding paragraphs does not achieve a minimum level of 75% reach, or is not approved by the Court as complying with all Due Process requirements, the Parties, in conjunction with the Settlement Administrator and/or via recommendation from the Hon. Terrence Boyle, shall develop and seek approval by the Court of such supplemental notice as is necessary to achieve a minimum level of 75 % reach or satisfy the Court in that all Due Process requirements are satisfied. Such additional notice, if necessary, shall be funded from the Settlement Fund with no additional financial contribution by Defendant.
 - (h) CAFA Notice. Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator, on behalf of Defendant, shall cause to be served upon the Attorneys General of each U.S. State or territory in which Settlement Class members reside, and the Attorney General of the United States, notice of the proposed settlement as required by law.
- 4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Fairness Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Fairness Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service (or

by operation of the Court's CM/ECF system) to Class Counsel and Defendant's Counsel.

- 4.3 Any Settlement Class Member who intends to object to this Agreement must file the objection with the Court, which must be personally signed by the objector and notarized, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Fairness Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). Settlement Class Members who file objections are still entitled to receive benefits under the Settlement and are bound by the Settlement if it is approved.
- 4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.
- 4.5 A Person in the Settlement Class may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, a signature, the name and number of the case (Ruffin vs. CVS Pharmacy, Inc., No. 7:23-CV-01660-BO-RN in the United States District Court for the Eastern District of North Carolina, Southern Division), and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs seeking to opt out on behalf

of Persons in addition to the specific Person(s) who personally signed the request for exclusion shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. A Class Member is not entitled to submit both an opt-out request and an objection. If a Class Member submits both an opt-out request and an objection, the Settlement Administrator will send a letter (and email if email address is available) explaining that the Class Member may not make both of these requests, and asking the Class Member to make a final decision as to whether to opt out or object and inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the Class Member does not respond to that communication by letter postmarked or email sent within 10 days after the Settlement Administrator's letter was postmarked (or by the objection deadline, whichever is later), the Class Member will be treated as having opted out of the Class, and the objection will not be considered, subject to the Court's discretion. A list of Persons in the Settlement Class who have opted out shall be provided to and approved by the Court in connection with the motion for final approval of the Settlement.

- 4.6 The Fairness Hearing shall be no earlier than ninety (90) days after the Notice Date.
- 4.7 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5. SETTLEMENT ADMINISTRATION

- 5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund

paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

- (a) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to notices to attorneys general, class notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis; and
 - (b) Receive objections and requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any objections, exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.
- 5.2 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from Class Counsel or any Settlement Class Member.
- 5.3 The Settlement Administrator shall have the authority to reject any claim it reasonably determines to be fraudulent, including those with false information or improper documentation. The Administrator's decision on such claims shall be final and binding. The Parties agree to use reasonable good faith efforts to cooperate with the Administrator to prevent and address fraudulent claims.
- 5.4 Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.
- 5.5 The Parties agree that the Settlement Fund is intended to be a "Qualified Settlement Fund," as defined above and within the meaning of Treasury

Regulation Section 1.468B-1, and that the Settlement Administrator as administrator of the QSF within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund, without further order of the Court. In addition, Class Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. Defendant, other Released Parties, and Defendant’s Counsel shall have no liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Settlement Fund.

6. TERMINATION OF SETTLEMENT

- 6.1 Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representative on behalf of the Settlement Class, may terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days after the following events: (1) the Resolution Session as defined below, AND (2) one of the following: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternate Judgment, as defined in Paragraph 1.2 of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. Before either Party invokes this paragraph and termination, the Parties shall convene a remote settlement conference with Judge Terrence Boyle, to reconcile and attempt to resolve any issues that led to denial or refusal as set forth above (“Resolution Session”). In lieu of termination, if both Parties agree, the Parties may collectively seek reconsideration or renewal of any application such to effectuate and fulfill the intent and expectations of the Parties to resolve this action in accordance with the terms of this Agreement.
- 6.2 In the event the Settlement Administrator receives opt-out notices from more than 5% of the total number of unique customers identified in the ExtraCare Customer Data, Defendant will have the right to declare the settlement void in its entirety upon notice to Class Counsel. For example, and for the avoidance of any doubt, in the event the ExtraCare Customer Data contains 1,000 unique customers, Defendant may declare the settlement void in the event the Settlement Administrator reports that more than 50 individuals—regardless of whether such individuals are specifically identified in the ExtraCare Customer Data—opt out of the Settlement. The Settlement Administrator will promptly provide notice to counsel, pursuant to

Paragraph 10.19, that the 5% threshold has been reached. Defendant will have fourteen (14) days from receipt of that notice to advise Class Counsel of its intent to exercise its rights pursuant to this section of the Agreement.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

- 7.1 Within fourteen (14) days after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel, the Class Representative and the Settlement Administrator; and entry of a Preliminary Approval Order, which order shall set a Fairness Hearing date and approve the Notice for dissemination. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement)—including but not limited to reasonable extensions of time for any deadline set forth in this Agreement—so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or expand the obligations of Defendant.
- 7.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Fairness Hearing and approve the settlement of the Action as set forth herein.
- 7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):
- (a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;
 - (b) certify the Settlement Class or reaffirm such certification if the Settlement Class was certified in the Preliminary Approval Order, and approve or reaffirm the appointment of Class Counsel, the Class Representative and the Settlement Administrator;
 - (c) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and Releasing Parties;

- (d) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Fairness Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;
- (e) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;
- (f) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;
- (g) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;
- (h) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;
- (i) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and
- (j) incorporate any other provisions not materially inconsistent with this Settlement Agreement, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARD

8.1 Fee Award

- (a) The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel.
- (b) Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to no more than thirty percent (30%) of

the Settlement Fund (i.e. \$1,000,000.00) including costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund.

- (c) The Parties agree that any award of attorneys' fees, costs and expenses are committed to the sole discretion of the Court within the limitations set forth in this Paragraph. If the Court chooses, in its sole discretion, to award attorneys' fees and costs and service awards that are lower than the amounts sought in the motion to be filed by Class Counsel, this Agreement shall remain fully enforceable.
- (d) Class Counsel shall file any motion for attorneys' fees, costs and expenses and Class Representative service awards no later than 14 days before the deadline for objections to the Settlement, and a copy of the motion shall be placed on the Settlement Administrator's website.
- (e) Class Counsel shall file papers supporting the Fee Award with the Court and post to the settlement website listed in Paragraph 4.1(d) no later than fourteen (14) days before the Notice Date.
- (f) Settlement Class Members shall have thirty (30) days after the filing of any motion for attorneys' fees, costs and expenses and Class Representative service awards to object to and oppose such motion by filing with the Court and serving on Class Counsel and Defense Counsel their objections.
- (g) The Fee Award shall be payable by the Settlement Administrator within twenty-one (21) business days after entry of the Court's Final Judgment, subject to Class Counsel executing an Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") and providing all payment routing information and tax I.D. numbers for Class Counsel and W-9 forms sufficiently in advance of the deadline for the Settlement Administrator to process such payment. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer to Class Counsel in accordance with written instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to, W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds (plus interest thereon at the same rate as earned by the funds in the QSF) to the Defendant within fourteen (14) days of any such appellate determination. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within 14 days of such an occurrence. Upon payment of the attorneys' fees, costs

and expenses as awarded by the Court in its discretion, Class Counsel shall release and forever discharge the Released Parties from any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees, costs or expenses incurred in the Action. Class Counsel agrees that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this Paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

8.2 Service Award

- (a) Plaintiff Deborah Ruffin, the Class Representative, shall request to be paid a service award in the amount of seven thousand five hundred dollars (\$5,000.00) from the Settlement Fund, in addition to any recovery pursuant to this Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval.
- (b) Should the Court award less than the amount requested by Ms. Ruffin, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. If the Court chooses, in its sole discretion, to make an award to the Class Representative that is lower than the amount sought in the motion to be filed by Class Counsel, or if the Court chooses to make no such award, this Agreement shall remain fully enforceable.
- (c) Upon the Court's approval of the Service Award, the Settlement Administrator shall cause an amount equal to the Service Award to be paid from the Settlement Fund to the Class Representative, via Class Counsel. The Settlement Administrator shall issue such payment within twenty-one (21) business days of the Effective Date. In order to receive such payment, Class Representative must provide, sufficiently in advance of the deadline for the Settlement Administrator to process such payment, a W-9 form, and such other documentation as may reasonably be required by the Settlement Administrator.
- (d) The Class Representative agrees that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by her, or any tax liens that may be imposed, on any sums paid to them pursuant to this Paragraph are her sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

- 9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:
- (a) The Parties and Class Counsel have executed this Agreement;
 - (b) The Court has entered the Preliminary Approval Order;
 - (c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Fairness Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
 - (d) The Final Judgment has become Final, as defined in Paragraph 1.17, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final, as defined in Paragraph 1.17.
- 9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, must provide (1) written notice to the alleged breaching party with 30 days to cure, and (2) a period of time to convene a remote session with Judge Terrence Boyle before terminating this Agreement on notice to all of the Settling Parties, except that any attempted termination of this Agreement after the Preliminary Approval Order is entered will not take effect without an order of the Court, and this Agreement may not be terminated after the Final Judgment is entered without an order of the Court vacating the Final Judgment or an order of any appellate court reversing or vacating the Final Judgment. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award to Class Counsel and/or the Service Award shall not prevent the Agreement from becoming effective, and shall not be grounds for termination.
- 9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 or 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be vacated by the Court, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into. Within five (5) business days after written notification of termination as provided in this

Agreement is sent to the other Parties and Court approval if required is obtained, the Settlement Fund (including accrued interest thereon), less any Settlement Administration costs actually incurred, paid or payable and less any taxes and tax expenses paid, due or owing, shall be refunded by the Settlement Administrator to Defendant, based upon written instructions provided by Defendant's Counsel.

10. MISCELLANEOUS PROVISIONS

- 10.1 The Parties and all Settlement Class Members (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.
- 10.2 The Parties and all Settlement Class Members intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties and all Settlement Class Members agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.
- 10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.
- 10.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:
- (a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of

any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement Fund or the Fee Award (except in connection with seeking approval of the Settlement in the Action), or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in Defendant's best interests;

- (b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;
- (c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;
- (d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and
- (e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

- 10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.
- 10.6 No person or entity shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.
- 10.7 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
- 10.8 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.
- 10.9 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
- 10.10 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement

may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in- interest.

- 10.11 Except as otherwise provided herein, each Party shall bear its own costs.
- 10.12 Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.
- 10.13 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.
- 10.14 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.
- 10.15 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
- 10.16 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties and all Settlement Class Members hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement. Any disputes between the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court for resolution.
- 10.17 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of North Carolina without giving effect to its conflict of law's provisions.
- 10.18 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.
- 10.19 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel by e-mail and/or next-day (excluding Saturdays, Sundays and Legal Holidays) express delivery service as follows:

Upon Class Counsel to:

Paul Doolittle
paul.doolittle@poulinwilley.com
Tiffany Lawson
tiffany.lawson@poulinwilley.com
Poulin Willey Anastopoulo, LLC
32 Ann Street
Charleston, South Carolina 29403

Upon Defendant's Counsel to:

Kristen Richer
Kristen.richer@btlaw.com
Paul Quincy
Paul.quincy@btlaw.com
Barnes & Thornburg LLP
2029 Century Park E # 300
Los Angeles, CA 90067

and

Dixie Wells
dixie.wells@elliswinter.com
Ellis & Winters LLP
P.O. Box 2752
Greensboro, NC 27402

- 10.20 The Parties are not precluded from making statements or responding to press or other inquiries about the Settlement, so long as all statements are consistent with the terms of the Settlement. Class Counsel are permitted, in connection with their law firm websites, biographies, brochures, and firm marketing materials, future declarations regarding counsel's experience, and/or in speaker biographies, to state that they served as counsel in this Litigation and to communicate basic facts about the Settlement, including the Settlement Fund amount. Notwithstanding the remainder of this paragraph, the Parties shall exercise reasonable efforts to avoid disparaging the other Parties based on the allegations of this litigation.
- 10.21 All persons involved in the Settlement will be required to keep confidential any personal identifying information of Class Members, and any otherwise nonpublic financial information of CVS. Any documents or nonpublic information provided by CVS to Class Counsel or Plaintiffs must be destroyed within 30 days of the Settlement Administrator completing the issuance of all settlement payments, except insofar as Class Counsel shall have the right to retain any work product and, in the case of pleadings submitted to the Court, any exhibits to such pleadings.

10.22 CVS may communicate with Class Members in the ordinary course of its operations. CVS will refer inquiries regarding this Agreement and administration of the Settlement to the Settlement Administrator or Class Counsel.

IT IS SO AGREED BY THE PARTIES:

Dated: 02/17/25

Deborah Ruffin

By: Deborah Ruffin
Deborah Ruffin (Feb 17, 2025 16:43 EST)

**Deborah Ruffin, individually and as
representative of the Class**

Dated: 2/11/2025

CVS Pharmacy Inc.

By: 

Name: Thomas S. Moffatt

Title: Vice President and Corporate Secretary

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: 02/17/2025

POULIN WILLEY ANASTOPOULO, LLC

By: 

POULIN WILLEY ANASTOPOULO, LLC

Tiffany N. Lawson

tiffany.lawson@poulinwilley.com

Paul Doolittle

paul.doolittle@poulinwilley.com

32 Ann Street
Charleston, SC 29403

Telephone: 803-222-2222
Fax: 843-494-5536

**Attorneys for Class Representative and the
Proposed Settlement Class**

DEBORAH RUFFIN, individually and on behalf of all
others similarly situated,

V.

Case No. 7:23-CV-01660-BO-RN

AMENDMENT TO SETTLEMENT AGREEMENT

WHEREAS, the Parties entered into a Settlement Agreement to facilitate a mutually beneficial final settlement and resolution of Plaintiff's individual and class-wide claims against CVS in the case *Deborah Ruffin v. CVS Pharmacy, Inc.*, No. 7:23-cv-01660- BO-RN (E.D.N.C.);

WHEREAS, the Parties, having identified certain scrivener's errors in the document as executed, now seek to modify the Settlement Agreement and its exhibits as set forth below to correct such errors;

NOW THEREFORE, for the mutual promises and covenants contained herein and in the Settlement Agreement, and for other good and valuable consideration, the Parties hereby agree as follows:

1. **Amendments.** The Parties hereby agree that, effective as of the signature date of this Amendment:

(a) The Preamble to the Settlement Agreement is hereby amended and restated in its entirety to read as follows:

This Agreement (together with its March 12, 2025 Amendment, the “Agreement” or “Settlement Agreement”) is entered into by and among Plaintiff Deborah Ruffin (“Plaintiff”) and CVS Pharmacy, Inc. (“Defendant” or “CVS”) (together, Plaintiff and the Defendant are referred to as the “Parties”). This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

(b) Section 4.1(a) of the Settlement Agreement is hereby amended and restated in its entirety to read as follows:

ExtraCare Customer Data. No later than forty-five (45) days from the execution of the Parties’ March 12, 2025 Amendment, Defendant shall use reasonable efforts to gather and hold in trust an electronic list from its ExtraCare loyalty program database reflecting the names, last known postal addresses, and email addresses of those ExtraCare members who used their ExtraCare loyalty identification number to purchase a Recalled Product within the Class Period. ¹This electronic document shall be called the “ExtraCare Customer Data,” and shall be provided to the Settlement Administrator for the purpose of providing notice to the Settlement Class Members and, to the extent practicable, for calculating the Cash Awards to Settlement Class Members. Defense counsel will hold this data in trust, pending Preliminary Approval and pending entry of an appropriate order governing any HIPAA-governed material contained in the data, to the extent applicable. To allow sufficient time for collection and verification of information, Defense Counsel shall provide the ExtraCare Customer Data to the Settlement Administrator and Plaintiff’s counsel no later than ten (10) days after the latest of (1) receipt of the ExtraCare Customer Data from Defendant, (2) the Court’s entry of a Preliminary Approval order, and (3) the Court’s entry of an appropriate order governing any HIPAA-governed material contained in the data, to the extent applicable. Plaintiff, Class Counsel and the Settlement Administrator shall not use the ExtraCare Customer Data for any other purpose.

¹ In an effort to facilitate claims administration in the event of Final Approval, and to the extent it is reasonable to do so without incurring undue cost or burden, Defendant also shall endeavor to collect records reflecting any such customer’s actual purchases of the Recalled Products, including information identifying which Recalled Product(s) the customer purchased and the amount the customer paid for any such Recalled Product(s).

(c) Section 4.1(h) of the Settlement Agreement is hereby amended and restated in its entirety to read as follows:

CAFA Notice. Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement, as amended, is filed with the Court through an amended motion for preliminary approval, the Settlement Administrator, on behalf of Defendant, shall cause to be served upon the Attorneys General of each U.S. State or territory in which Settlement Class members reside, and the Attorney General of the United States, notice of the proposed settlement as required by law.

(d) Section 8.2(a) of the Settlement Agreement is hereby amended and restated in its entirety to read as follows:

Plaintiff Deborah Ruffin, the Class Representative, shall request to be paid a service award in the amount of five thousand dollars (\$5,000.00) from the Settlement Fund, in addition to any recovery pursuant to this Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval.

(e) Section 10.19 of the Settlement Agreement is hereby amended and restated in its entirety to read as follows

Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel by e-mail and/or next-day (excluding Saturdays, Sundays and Legal Holidays) express delivery service as follows:

Upon Class Counsel to:

Paul Doolittle
paul.doolittle@poulinwilley.com
Tiffany Lawson
tiffany.lawson@poulinwilley.com
Poulin Willey Anastopoulo, LLC
32 Ann Street
Charleston, South Carolina 29403

Upon Defendant's Counsel to:

Kristen Richer
kristen.richer@btlaw.com
Paul Quincy
paul.quincy@btlaw.com
Barnes & Thornburg LLP
2029 Century Park E # 300
Los Angeles, CA 90067

and

Dixie Wells

dixie.wells@elliswinters.com
Ellis & Winters LLP
P.O. Box 2752
Greensboro, NC 27402

(f) The version of Exhibit C originally attached to the Settlement Agreement is hereby stricken in its entirety, and is replaced with the new version of Exhibit C attached to this Amendment.²

2. **Settlement Agreement to Remain in Effect.** Except and to the extent modified and amended hereby, each and every provision of the Settlement Agreement is, and shall remain, unchanged and in full force and effect, and constitute lawful and binding obligations of the Parties, enforceable in accordance with its terms.

3. **Binding Nature; Integration; Counterparts.** Each and every term and provision of this Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Settlement Agreement, as amended by this Amendment, constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

4. **Miscellaneous.** In the event of any express conflict or inconsistency between the terms of the Settlement Agreement and the terms of this Amendment, the terms of this Amendment shall control and govern. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

² To maintain the consistency of internal references within the Settlement Agreement, this Amendment includes the amended exhibit under the title of "Exhibit C." This Amendment does not contain any other exhibits.

IT IS SO AGREED BY THE PARTIES:

Dated: 03/11/2025


Deborah Ruffin

By: *Deborah Ruffin*
Deborah Ruffin (Mar 11, 2025 16:19 EDT)

Deborah Ruffin
Individually and as representative of the Class

Dated: 3/10/2025

CVS Pharmacy Inc.

By: 

Thomas S. Moffatt
Vice President and Corporate Secretary

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: March 12, 2025

Poulin Willey Anastopoulo, LLC

By: _____

Paul Doolittle
Tiffany Lawson
Attorneys for Class Representative and the Proposed
Settlement Class

EXHIBIT A

Approximate Retail Price for each Recalled Product

Product	Product Information	NDC No.	CVS SKU	Approximate Retail Price
Lubricant Eye Drops 15 mL (Single Pack)	Carboxymethylcellulose Sodium Eye Drops 0.5% W/V	76168-702-15	408053	\$10.99
Lubricant Eye Drops 15 mL (Twin Pack)	Carboxymethylcellulose Sodium Eye Drops 0.5% W/V	76168-702-30	407896	\$16.49
Lubricant Gel Drops 15 mL (Single Pack)	Carboxymethylcellulose Sodium Eye Drops 1.0% W/V	76168-704-15	408104	\$10.79
Lubricant Gel Drops 15 mL (Twin Pack)	Carboxymethylcellulose Sodium Eye Drops 1.0% W/V	76168-704-30	408083	\$17.49
Multi Action Relief Drops 15 mL	Polyvinyl alcohol 0.5% w/v, Povidone 0.6% w/v, Tetrahydrozoline 0.05% Eye Drops	76168-706-15	407963	\$4.19
Mild Moderate Lubricating Eye Drops 15 mL	Polyethylene glycol 400 0.4% w/v	76168-711-15	204153	\$10.49
Lubricant Gel Drops 10 mL	Polyethylene glycol 400 0.4%, Propylene glycol 0.3% Eye Drops	76168-712-10	408146	\$12.99
Lubricant Eye Drops 10 mL (Single Pack)	Propylene glycol Eye Drops 0.6% w/v	76168-714-10	408172	\$13.99
Lubricant Eye Drops 10 mL (Twin Pack)	Propylene glycol Eye Drops 0.6% w/v	76168-714-20	408138	\$20.99

Time-Discount Rate

Purchase Period	Time-Discount Rate
July to Oct 25, 2023	100%
Apr to June 2023	87.5%
Jan to Mar 2023	75%
Oct to Dec 2022	62.5%
July to Sept 2022	50%
Apr to June 2022	37.5%
Jan to Mar 2022	25%
Oct to Dec 2021	12.5%

EXHIBIT B

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
NORTH CAROLINA SOUTHERN DIVISION**

***Deborah Ruffin, individually and on behalf of all others similarly situated, v. CVS
Pharmacy, Inc., Case No. 7:23-CV-01660-BO-RN***

*A federal court authorized this Notice. This is not a solicitation from a lawyer. You are not
being sued.*

A settlement has been reached in the class action lawsuit listed above. In the lawsuit Plaintiff, Deborah Ruffin (“Plaintiff”), alleges that CVS had to recall CVS store brand over-the-counter eyedrop products (the “Products”) after the U.S. Food and Drug Administration (FDA)’s investigators found unsanitary conditions in a manufacturing facility in India. The company that operates the manufacturing facility in question sold the eyedrops to CVS and other major retailers in the United States. CVS does not concede the truth of any claims against it, denies that the Products were defective in any way, and denies that it did anything wrong. The Court has not decided who is right. Instead, the parties have agreed to a compromise through a settlement (the “Settlement”), as reflected in the terms of the [INSERT DATE], 2025 Settlement Agreement (the “Settlement Agreement”) executed by the parties. Defined terms have meanings given to them in the Settlement Agreement.

Who’s included? The Settlement Class is defined as all persons in the United States who purchased the Products between October 1, 2021 and October 25, 2023 (the “Class Period”), through and including the date of entry of the Preliminary Approval Order. You received this notice because records show that you may be a Settlement Class Member.

The Products are listed below.

Product	NDC No.	CVS SKU
CVS Store Brand Lubricant Eye Drops 15 mL (Single Pack)	76168-702-15	408053
CVS Store Brand Lubricant Eye Drops 15 mL (Twin Pack)	76168-702-30	407896
CVS Store Brand Lubricant Gel Drops 15 mL (Single Pack)	76168-704-15	408104
CVS Store Brand Lubricant Gel Drops 15 mL (Twin Pack)	76168-704-30	408083
CVS Store Brand Multi Action Relief Drops 15 mL	76168-706-15	407963

Product	NDC No.	CVS SKU
CVS Store Brand Mild Moderate Lubricating Eye Drops 15 mL	76168-711-15	204153
CVS Store Brand Lubricant Gel Drops 10 mL	76168-712-10	408146
CVS Store Brand Lubricant Eye Drops 10 mL (Single Pack)	76168-714-10	408172
CVS Store Brand Lubricant Eye Drops 10 mL (Twin Pack)	76168-714-20	408138

What are the Settlement Terms? In consideration for the Settlement and Release agreed to as part of the Settlement, and subject to the rights, terms, and conditions of the Settlement, CVS will make available the Settlement Sum, which is the maximum of up to one million (\$1,000,000.00) dollars. The Settlement Sum represents CVS's all-inclusive, sole, exclusive, and full payment to constitute all monetary consideration of any kind whatsoever for Plaintiff, Settlement Class Members, and Class Counsel, including (a) the total amount of monetary relief available to Settlement Class Members for payment of all Valid Claims, (b) Plaintiff's Service Award, (c) Class Counsel's Fee Award, and (d) Administration Expenses.

In addition, CVS has agreed that it will not knowingly purchase any products from Kilitch Healthcare India Ltd. (the manufacturer of the Products), under its current ownership, through December 31, 2034.

Each Settlement Class Member who submits a timely and valid Claim Form by the Claim Deadline in the manner required by the Agreement, shall receive monetary payment (a "Cash Award") as detailed below, and in greater detail in the Settlement Agreement. The Cash Award available to each Settlement Class Member will depend on the information he or she submits in support of the Claim.

- (a) Claims with Proof of Purchase ("Proof Claims"): Settlement Class Members who complete the Claim Form and who have valid Proof of Purchase documenting their actual purchase(s) of the Products during the Class Period shall receive a Cash Award equal to sum of the actual amount that Class Member paid for the Product(s) multiplied by the corresponding the Time-Discount Rate(s).
- (b) Claims without Proof of Purchase ("No Proof Claims"): Settlement Class Members who complete the Claim Form but who do not have valid Proof of Purchase can still apply for a Cash Award by swearing under penalty of perjury (i) that they purchased one or more of the Products during the Class Period, (ii) the type of Product(s) they purchased during the Class Period, and (iii) for each purchased Product, the corresponding date of purchase. Settlement Class Members who submit Claims in

this manner shall receive a pro rata cash payment of the Available Settlement Fund (following allocation of Cash Awards to Settlement Class Members with Proof of Purchase), adjusted to reflect the Time – Discount Rate and Approximate Retail Price for each purchased Product(s). Settlement Class Members who do not have value Proof of Purchase may not receive a Cash Award for more than three purchases of Product.

“Proof of Purchase” means a receipt or other documentation which reasonably establishes the fact of purchase of the Product during the Class Period in the United States. **If you have received this notice by email or mail, then CVS may have records showing that you purchased one or more Products through your enrollment in CVS’s ExtraCare program.** If you believe you purchased the Products through your enrollment in CVS’s ExtraCare program, you may provide your ExtraCare rewards card number or associated phone number on your Claim Form so the Settlement Administrator can reference your ExtraCare records as potential Proof of Purchase.

Because you may have purchased more than one Product, you may file a Claim Form listing multiple different purchases, including both Proof and No Proof Claims, but you cannot receive both types of Cash Award for the same purchase. The Settlement Administrator may contact you to ask questions about claims and Proof of Purchase. If no proof or if inadequate proof is submitted along with a Proof Claim, but the claim is otherwise a Valid Claim, it will be treated as a No Proof Claim. The actual total amount paid to Settlement Class Members may depend upon the number of Valid Claims. If the total amount to be paid as a result of Valid Claims exceeds the amount of the Settlement Sum that remains after the payment of Plaintiff’s Service Award and the Class Counsel’s Fee Award, then the Cash Award payable to each Claimant shall be proportionately reduced, that CVS’s maximum liability under this Agreement shall not exceed the Settlement Sum.

If the Court grants final approval to the Settlement, Settlement Class Members who file a Valid Claim will be sent their Cash Award(s) to the address or electronic payment method they submit or select on their Claim Form.

How Do I Submit a Claim Form? To get a Cash Award, you must submit a Claim Form by the Deadline stated below. You may download and submit a Claim Form at the Settlement Website, **[INSERT WEBSITE URL]**, or request a Claim Form by calling the Settlement Administrator at the toll-free number listed below. To be valid, a Claim Form must be completed fully and accurately, submitted on time, and signed under penalty of perjury. You may submit a Claim Form by U.S. mail or file it online. This can be done on the Settlement Website **[INSERT WEBSITE URL]** or by mail to **[INSERT ADDRESS]**. If you send in a Claim Form by U.S. Mail, it must be postmarked by **[INSERT DATE]**. Claim forms submitted online must be submitted by 11:59 P.M. EST on **[INSERT DATE]**. Only Valid Claims will be paid.

Exclude Yourself. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by **[INSERT DATE]**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Website. If you exclude yourself, you will receive no Cash Award from the Settlement but

will retain the ability to sue CVS later, subject to the applicable statute of limitations or other defenses. The Settlement and the Long-Form Notice available on the Settlement Website explain the requirements for excluding yourself.

Object. If there is something about the Settlement you do not like, you may object to the Settlement by [INSERT DATE]. You may only object if you do not exclude yourself from the Settlement Class. Objections must be signed, provide the reasons for the objection, and comply with the other requirements set forth in the Settlement and by the Court in its order granting preliminary approval of the Settlement, a copy of which is accessible at [INSERT WEBSITE URL]. The Settlement Agreement and the Long Form Notice available on the Settlement Website explain the requirements for objecting.

Final Approval Hearing. The Court will hold a Final Approval Hearing on [INSERT DATE] to consider whether to approve the Settlement (including the Application for Attorneys' Fees and Expenses up to \$[AMOUNT] of the Settlement Sum and a service award of \$[AMOUNT] to Plaintiff, all of which are to be paid from the Settlement Sum). You may appear at the hearing, either yourself or through an Attorney you hire, but you do not have to do so. If you intend to appear, either yourself or through an attorney you hire, you must file and serve a notice of intention to appear satisfying the requirements set forth in the Settlement Agreement and detailed in the Long Form Notice. For more information, call [INSERT PHONE NUMBER] or visit the Settlement Website [INSERT WEBSITE URL].

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
NORTH CAROLINA SOUTHERN DIVISION

Ruffin v. CVS Pharmacy, Inc.,
Case No. 7:23-CV-01660-BO-RN (E.D.N.C)

If you purchased certain CVS branded eye, drop products anytime between October 1, 2023, to October 25, 2023, you may be entitled to benefits from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer. You are not being sued.

A settlement has been reached in the class action lawsuit listed above. In the lawsuit Plaintiff, Deborah Ruffin (“Plaintiff”), alleges that CVS had to recall CVS store brand over-the-counter eyedrop products (the “Products”) after the U.S. Food and Drug Administration (FDA)’s investigators found unsanitary conditions in a manufacturing facility in India. The company that operates the manufacturing facility in question sold the eyedrops to CVS and other major retailers in the United States. CVS does not concede the truth of any claims against it, denies that the Products were defective in any way, and denies that it did anything wrong. The Court has not decided who is right. Instead, the parties have agreed to a compromise through a settlement (the “Settlement”), as reflected in the terms of the [INSERT DATE], 2025 Settlement Agreement (the “Settlement Agreement”) executed by the parties.

The Settlement offers payments to Settlement Class Members who file Valid Claims (“Cash Awards,” as defined below).

Your legal rights will be affected even if you do not act. Your rights and options — and the deadlines to exercise them — are explained in this Class Notice. Please read this Notice carefully in its entirety. Defined terms have the meanings given to them in the Settlement Agreement.

SETTLEMENT CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT		
YOUR RIGHTS AND OPTIONS	WHAT THEY MEAN	DEADLINES
DO NOTHING	If you are a Settlement Class Member and do not take any action, you will not receive any Cash Award under the Settlement. Further, if the Settlement is finally approved, you will be bound by the Court's final judgment and the release of claims explained in the Settlement Agreement.	None
SUBMIT A CLAIM FORM	If you are a member of the Settlement Class, you must submit a Valid Claim, choosing between the two claim options detailed in the Settlement Agreement and herein, to receive a Cash Award. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will receive your Cash Award by check or electronic payment. To find out how to submit a Claim Form, please read Question 11.	Received on or before [INSERT DATE] [60 days after Notice Date]
EXCLUDE YOURSELF (OPT OUT)	If you choose to opt out, you will receive no benefits from the Settlement. Requesting exclusion from the Settlement (also called "opting out") would allow you to file or continue your own lawsuit against CVS about the legal claims involved in the Settlement. To find out how to opt out, please read Question 13.	Received on or before [INSERT DATE] [60 days after Notice Date]
OBJECT OR COMMENT	Write to the Court about why you do or do not like the Settlement. To find out how to object or comment, please read Question 15.	Filed and served on or before [INSERT DATE] [60 days after Notice Date]
GO TO FINAL APPROVAL HEARING	Ask to speak in court about the fairness of the Settlement. To find out how to do so, please read Question 18.	Filed and served on or before [INSERT DATE] [60 days after Notice Date]

Table of Contents

BASIC INFORMATION.....	4
1. Why did you receive this notice?	4
2. What is this case about?	4
3. Why is this a class action?	4
4. Why is there a Settlement?	4
WHO DOES THE SETTLEMENT APPLY TO?	6
5. Who is in the settlement class?	6
6. Are there exceptions to being included in the Settlement Class?	6
7. I'm still not sure if I am included.....	7
THE SETTLEMENT BENEFITS AND OPTIONS.....	8
8. What is the Settlement Sum?	8
9. What are the benefits of the Settlement for Settlement Class Members?	8
10. Am I entitled to any other relief under the Settlement?	9
11. What do I need to do to participate in the settlement?	9
12. When will the Settlement go into effect?	9
EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS	11
13. If I do not want to participate in the Settlement, what must I do?	11
14. If I exclude myself, can I get anything from the Settlement?	11
15. How do I tell the Court if I do not like the Settlement?	11
THE LAWYERS REPRESENTING YOU	14
16. Do I have a lawyer in this case?	14
17. How will the lawyers be paid?	14
THE COURT'S FINAL APPROVAL HEARING?	15
18. When and where will the Court decide whether to approve the Settlement?	15
19. Do I have to come to the Final Approval Hearing?	15
20. May I speak at the Final Approval Hearing?	15
IF YOU DO NOTHING?	16
21. What happens if I do nothing?	16
GETTING MORE INFORMATION.....	17
22. How do I get more information?	17

BASIC INFORMATION

1. Why did you receive this notice?

This notice (“Class Notice” or “Notice”) has been sent and published because the Court has given its preliminary approval to the Settlement of the Action. If you received e-mail or mail notice concerning the Settlement, that means that CVS’s records indicate you may be a Settlement Class Member who is affected by the Settlement. You may still be a Settlement Class Member even if you did not receive e-mail or mail notice concerning the Settlement. You may also have received or seen a publication notice concerning this case.

2. What is this case about?

Plaintiff, Deborah Ruffin (“Plaintiff”), alleges that CVS had to recall CVS store brand over-the-counter eyedrop products (the “Products”) after the U.S. Food and Drug Administration (FDA)’s investigators found unsanitary conditions in a manufacturing facility in India. The company that operates the manufacturing facility in question sold eyedrops to CVS and other major retailers in the United States. CVS does not concede the truth of any claims against it, denies that the Products were defective in any way, and denies that it did anything wrong. The Court has not decided who is right. Instead, the parties have agreed to a Settlement. Defined terms have meanings given to them in the Settlement Agreement.

3. Why is this a class action?

In a class action, one or more class representatives or named plaintiffs sue on behalf of all those with the same types of claims arising from the same events. Here, the Plaintiff filed the Action as a proposed class action and asked to represent the class detailed at Question 5. She sued on behalf of people who have similar claims—called the “Settlement Class” or “Settlement Class Members,” which in this case may include you.

When this case settled, the Court had not yet decided whether the case could be a class action. CVS disputes that a class is appropriate for trial purposes, but the Parties have agreed to the certification of the Settlement Class, as detailed at Question 5, for purposes of the Settlement, and the Court has certified a class action for settlement purposes only. More information about why this is a class action can be found in the Court’s preliminary approval order, which is available at [\[INSERT WEBSITE URL\]](#).

4. Why is there a Settlement?

The Court has not decided which side is right or wrong in the Action, and CVS denies that it has done anything wrong or that the Products were defective in any way. Instead, both sides agreed to the Settlement to avoid the costs and risks of litigation, a lengthy trial and appeals process. After

extensive, arm's-length negotiations overseen by a mediator, a former federal judge, the lawyers representing the Parties agreed to settle the Action. The Plaintiff and her lawyers think the Settlement is fair, reasonable, adequate, and in the best interests of all Settlement Class Members.

WHO DOES THE SETTLEMENT APPLY TO?

5. Who is in the settlement class?

The Settlement Class is defined as all persons in the United States who purchased the Products between October 1, 2021 and October 25, 2023 (the “Class Period”), through and including the date of entry of the Preliminary Approval Order. You received this notice because records show that you may be a Settlement Class Member.

The Products are listed below.

Product	NDC No.	CVS SKU
CVS Store Brand Lubricant Eye Drops 15 mL (Single Pack)	76168-702-15	408053
CVS Store Brand Lubricant Eye Drops 15 mL (Twin Pack)	76168-702-30	407896
CVS Store Brand Lubricant Gel Drops 15 mL (Single Pack)	76168-704-15	408104
CVS Store Brand Lubricant Gel Drops 15 mL (Twin Pack)	76168-704-30	408083
CVS Store Brand Multi Action Relief Drops 15 mL	76168-706-15	407963
CVS Store Brand Mild Moderate Lubricating Eye Drops 15 mL	76168-711-15	204153
CVS Store Brand Lubricant Gel Drops 10 mL	76168-712-10	408146
CVS Store Brand Lubricant Eye Drops 10 mL (Single Pack)	76168-714-10	408172
CVS Store Brand Lubricant Eye Drops 10 mL (Twin Pack)	76168-714-20	408138

6. Are there exceptions to being included in the Settlement Class?

The Settlement Class under the Settlement excludes: (a) CVS’s parent companies, subsidiaries, and/or affiliates, officers, directors, legal representatives, employees, co-conspirators, (b) all governmental entities, and (c) any judge, justice, or judicial officer presiding over this matter.

7. I'm still not sure if I am included.

If you are not sure whether you are included in the Settlement Class, you can call toll-free [INSERT PHONE NUMBER] or visit the Settlement Website [INSERT WEBSITE URL] for more information.

THE SETTLEMENT BENEFITS AND OPTIONS

If the Settlement is approved and becomes final, it will provide the benefits described below to Settlement Class Members. As explained below, the benefit you may receive from the Settlement depends upon which Product(s) you purchased and whether you have Proof of Purchase.

8. What is the Settlement Sum?

In consideration for the Settlement and Release agreed to as part of the Settlement, and subject to the rights, terms, and conditions of the Settlement, CVS will make available the Settlement Sum, which is the maximum of up to one million (\$1,000,000.00) dollars.

The Settlement Sum represents CVS's all-inclusive, sole, exclusive, and full payment to constitute all monetary consideration of any kind whatsoever for Plaintiff, Settlement Class Members, and Class Counsel, including (a) the total amount of monetary relief available to Settlement Class Members for payment of all Valid Claims, (b) Plaintiff's Service Award, (c) Class Counsel's Fee Award, and (d) Administration Expenses.

In addition, CVS has agreed that it will not knowingly purchase any products from Kilitch Healthcare India Ltd. (the manufacturer of the Products), under its current ownership, through December 31, 2034.

9. What are the benefits of the Settlement for Settlement Class Members?

Each Settlement Class Member who submits a timely and valid Claim Form by the Claim Deadline in the manner required by the Agreement, shall receive monetary payment (a "Cash Award") as detailed below, and in greater detail in the Settlement Agreement. The Cash Award available to each Settlement Class Member will depend on the information he or she submits in support of the Claim.

- Claims with Proof of Purchase ("Proof Claims"): Settlement Class Members who complete the Claim Form and who have valid Proof of Purchase documenting their actual purchase(s) of the Products during the Class Period shall receive a Cash Award equal to sum of the actual amount that Class Member paid for the Product(s) multiplied by the corresponding the Time-Discount Rate(s).
- Claims without Proof of Purchase ("No Proof Claims"): Settlement Class Members who complete the Claim Form but who do not have valid Proof of Purchase can still apply for a Cash Award by swearing under penalty of perjury (i) that they purchased one or more of the Products during the Class Period, (ii) the type of Product(s) they purchased during the Class Period, and (iii) for each purchased Product, the corresponding date of purchase. Settlement Class Members who submit Claims in this manner shall receive a pro rata cash payment of the Available Settlement Fund (following allocation of Cash Awards to Settlement Class Members with Proof of Purchase), adjusted to reflect the Time – Discount Rate and Approximate Retail Price for each purchased Product(s).

Settlement Class Members who do not have valid Proof of Purchase may not receive a Cash Award for more than three purchases of Product.

“Proof of Purchase” means a receipt or other documentation which reasonably establishes the fact of purchase of the Product during the Class Period in the United States. **If you have received this notice by email or mail, then CVS may have records showing that you purchased one or more Products through your enrollment in CVS’s ExtraCare program.** If you believe you purchased the Products through your enrollment in CVS’s ExtraCare program, you may provide your ExtraCare rewards card number or associated phone number on your Claim Form so the Settlement Administrator can reference your ExtraCare records as potential Proof of Purchase.

Because you may have purchased more than one Product, you may file a Claim Form listing multiple different purchases, including both Proof and No Proof Claims, but you cannot receive both types of Cash Award for the same purchase. The Settlement Administrator may contact you to ask questions about claims and Proof of Purchase. If no proof or if inadequate proof is submitted along with a Proof Claim, but the claim is otherwise a Valid Claim, it will be treated as a No Proof Claim. The actual total amount paid to Settlement Class Members may depend upon the number of Valid Claims. If the total amount to be paid as a result of Valid Claims exceeds the amount of the Settlement Sum that remains after the payment of Plaintiff’s Service Award and the Class Counsel’s Fee Award, then the Cash Award payable to each Claimant shall be proportionately reduced, that CVS’s maximum liability under this Agreement shall not exceed the Settlement Sum.

If the Court grants final approval to the Settlement, Settlement Class Members who file a Valid Claim will be sent their Cash Awards to the address or electronic payment method they submit or select on their Claim Form.

10. Am I entitled to any other relief under the Settlement?

No. There is no other individual relief under the Settlement.

11. What do I need to do to participate in the settlement?

In order to qualify for a Cash Award, a Settlement Class Member must timely submit a completed and valid Claim Form before the deadline. This can be done on the Settlement Website **[INSERT WEBSITE URL]** or by mail to **[INSERT ADDRESS]**. Settlement Class Members must satisfy each of the Claim Form requirements. **If you send in a Claim Form by U.S. Mail, it must be postmarked by [INSERT DATE]. Claim forms submitted online must be submitted by 11:59 P.M. EST on [INSERT DATE]. Only Valid Claims will be paid.**

12. When will the Settlement go into effect?

The Court will hold a Final Approval Hearing on **[INSERT DATE]** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there could be appeals. The time for

an appeal varies and could be more than a year.

You can visit the Settlement Website at [\[INSERT WEBSITE URL\]](#) to check the progress of the Court's approval process. Please be patient.

Valid Claims will be paid within sixty (60) days of the Effective Date, as defined in the Settlement, which includes the time required for the Court to grant Final Approval and to resolve any appeals. The Court will have the power to enforce the terms of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want to participate in the Settlement and instead you want to keep all of your rights to sue CVS individually about the claims being resolved in the Settlement, then you must take steps to get out of the Settlement Class. This is called asking to be excluded from, or “opting out” of, the Settlement Class.

13. If I do not want to participate in the Settlement, what must I do?

In order to exercise the right to be excluded, a Settlement Class Member must send, by **[INSERT DATE]**, a written request for exclusion to the Settlement Administrator at the address provided in the Class Notice Program (also provided below), providing: (1) his/her/their name, address, and telephone number; (2) the name and number of this case; (3) documents or information sufficient to establish the person’s standing as a Settlement Class Member (including the Product purchased and date and location of purchase); (4) a statement that he/she/they wishes/wish to be excluded from the Settlement Class; and (5) a signature. No mass or class opt-outs will be permitted.

Your written request for exclusion from the Class should be mailed to:

[INSERT ADDRESS]

If your request is not received by **[INSERT DATE]**, your right to opt out will be waived and you will be bound by all orders and judgments entered in connection with the Settlement. In that case, you will not be entitled to any Cash Award unless you have filed a Valid Claim.

14. If I exclude myself, can I get anything from the Settlement?

No. Any Settlement Class Member who validly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement. Except for those Settlement Class Members who timely and properly file a request for exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms even if they file no Valid Claim. If you exclude yourself, you will receive no Cash Award from the Settlement but will retain the ability to sue CVS later, subject to the applicable statute of limitations or other defenses.

15. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can also object to Class Counsel’s request for attorneys’ fees, expenses, and costs, and the service award for the Plaintiff. You can give reasons why you think the Court should not

approve the Settlement or award the requested fees, costs, or expenses. The Court will consider your views.

Anyone who objects to the Settlement, the Settlement Agreement, the application for attorneys' fees, costs, or expenses, the service award for the Plaintiff, or the other matters to be considered at the Final Approval Hearing must, on or before [INSERT DATE], serve a written objection to the Court. The written objection must include the following information:

- A caption or title that identifies it as "Objection to Class Settlement in *Ruffin v. CVS Pharmacy, Inc.*, Case No. 7:23-CV-01660-BO-RN";
- Name, address, and telephone number for the objecting Settlement Class Member;
- Documents sufficient to establish the person's standing as a Settlement Class Member (including the Product purchased and date and location of purchase);
- The facts supporting the objection;
- The legal grounds on which the objection is based, including all citations to legal authority and evidence supporting the objection;
- The name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and
- The objector's signature (an attorney signature is not sufficient).

If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement within the last five years, then the objection must include a statement identifying each such case by full case caption and the amount of any payment received. No mass or class objections will be permitted.

Any Settlement Class Member who fails to object to the Settlement in the manner described in this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.

If an objecting person chooses to appear at the Final Approval Hearing, a notice of intention to appear must be filed with the Court no later than the Opt-Out / Objection Deadline. The notice of intention to appear must identify: (i) whether the appearance will be through counsel, (ii) any witnesses the objecting person may call to testify at the Final Approval Hearing; and (iii) copies of all exhibits the objecting person intends to introduce into evidence at the Final Approval Hearing. Only Settlement Class Members who submit timely objections including notices of intention to appear may speak at the Final Approval Hearing. If a Settlement Class

Member makes an objection through an attorney, the Settlement Class Member will be responsible for his/her/their personal attorney's fees and costs.

You must also serve the objection and notice of intention to appear (if any) on the Settlement Administrator, Class Counsel, and Defense Counsel, as follows:

Upon the Settlement Administrator at:

[ADD ADMINISTRATOR ADDRESS AND CONTACT]

Upon Class Counsel at:

Paul J. Doolittle
Tiffany Lawson
Poulin | Willey | Anastopoulos, LLC
32 Ann Street
Charleston, SC 29403
Tel: (803) 222-2222
paul.doolittle@poulinwilley.com
tiffany.lawson@poulinwilley.com
cmad@poulinwilley.com

Upon Defense Counsel at:

Kristen L. Richer
Kristen.richer@btlaw.com
Paul Quincy
Paul.quincy@btlaw.com
Barnes & Thornburg LLP
2029 Century Park E # 300
Los Angeles, CA 90067

and

Dixie Wells
Dixie.wells@elliswinters.com
Ellis & Winters LLP
P.O. Box 2752
Greensboro, NC 27402

If you do not comply with the foregoing procedures and deadlines for submitting written objections, you may lose substantial legal rights to contest the orders or judgments of the Court entered in connection with the Settlement, including the ability to object.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

If you are a Settlement Class Member and do not opt out, you have a lawyer in this case. The Court has appointed the law firm of Poulin | Willey | Anastapoulo, LLC as Class Counsel to represent the Settlement Class Members. The only fees, costs, and expenses these lawyers will seek are those described in Question 17 below. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel has worked without compensation on this case since it was filed. In connection with the Final Approval Hearing on the Settlement, Class Counsel will apply to the Court for an award of expenses, costs, and attorneys' fees, with the total amount not to exceed \$[AMOUNT]. This amount is being paid from the Settlement Sum.

Class Counsel will also apply to the Court for a service award for the Plaintiff in an amount not to exceed \$[AMOUNT]. The service award compensates the Plaintiff for her efforts and commitment on behalf of the Settlement Class during the Action. This amount is being paid from the Settlement Sum.

THE COURT'S FINAL APPROVAL HEARING?

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to grant Class Counsel's motion for attorneys' fees, costs, and expenses. You may attend and you may ask to speak if you have filed a timely and compliant notice of intention to appear, but you do not have to do either one.

The Final Approval Hearing will be held before the Honorable Judge Terrence W. Boyle on [INSERT DATE] at the United States District Court Eastern District of North Carolina (Southern Division), [INSERT LOCATION] at [INSERT TIME].

Do not write or call the judge or the clerk concerning this Class Notice or the Action.

The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class, and to consider awarding attorneys' fees, costs, and expenses to Class Counsel and service awards to the Plaintiff. At the hearing, the Court will hear any objections and arguments that have properly been submitted, as set forth above, concerning the fairness of the Settlement or the fees.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should be advised to check the Settlement Website at [INSERT WEBSITE URL] to check on the date of the Final Approval Hearing, the Court's approval process, and the Effective Date.

19. Do I have to come to the Final Approval Hearing?

No, you are not required to come to the Final Approval Hearing. Class Counsel will answer any questions the Court may have.

If you send an objection, you do not have to come to the Court to talk about it. As long as you served your written objection on time and complied with the other requirements for a proper objection, the Court will consider it.

20. May I speak at the Final Approval Hearing?

You or your lawyer may ask the Court for permission to speak at the Final Approval Hearing if you have filed a timely and compliant notice of intention to appear.

You may not be able to speak at the hearing if you do not comply with the procedures set out in this Notice and the Settlement.

IF YOU DO NOTHING?

21. What happens if I do nothing?

If you are a Settlement Class Member, you must file a Valid Claim by the Claims Deadline, **[INSERT DATE]**, as described in response to Question 11, to receive a Cash Award.

IF YOU DO NOTHING OR YOUR CLAIM FORM IS INVALID AND THE SETTLEMENT IS FINALLY APPROVED, YOU WILL BE BOUND BY THE COURT'S FINAL JUDGMENT AND RELEASE OF CLAIMS EXPLAINED IN THE SETTLEMENT AND WILL NOT BE ENTITLED TO COMPENSATION.

GETTING MORE INFORMATION

22. How do I get more information?

This Class Notice is only a summary of the terms of the Settlement. More details about the Settlement, the Effective Date, the deadlines, and your options are available in a longer document called the Settlement. This Settlement can be reviewed here: **[INSERT WEBSITE URL]**.

The Settlement Website also contains answers to common questions about the Settlement, plus other information to help you determine whether you are a Settlement Class Member. In addition, some of the key documents in the case will be posted on the Settlement Website. If you would like this Class Notice, the Claim Form, or the Settlement mailed to you, please call **[PHONE NUMBER]** or write to **[SETTLEMENT ADMINISTRATOR]** at:

[INSERT ADDRESS]

Alternatively, all of the court documents in this case are on file and available for review during regular office hours at the Clerk of the Court, at the United States District Court Eastern District of North Carolina (Southern Division) 150 Fayetteville Street Suite 2100 Raleigh, North Carolina 27601.

Please do not call the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.