

**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 U.S. Food and Drug Administration (FDA) 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 April 1, 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”).

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

Product	NDC No.	CVS SKU
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 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 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, www.CVSEyeDropSettlement.com, 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, www.CVSEyeDropSettlement.com, or by mail to CVS Settlement Administrator, PO Box 173021, Milwaukee, WI 53217. If you send in a Claim Form by U.S. Mail, it must be postmarked by July 11, 2025. Claim forms submitted online must be submitted by 11:59 P.M. EST on July 11, 2025. 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 July 11, 2025. 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 July 11, 2025. 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 www.CVSEyeDropSettlement.com. 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 August 18, 2025, to consider whether to approve the Settlement (including the Application for Attorneys' Fees and Expenses up to \$300,000.00 of the Settlement Sum and a service award of \$5,000.00 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 877-423-5558 or visit the Settlement Website www.CVSEyeDropSettlement.com.

Note that the above deadlines and/or hearing date may change throughout this litigation pursuant to court order. If so, this notice will be updated on the Settlement Website as well. You are encouraged to check back on the Settlement Website to stay up-to-date on all court-ordered deadlines.