

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, 2021, 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 eye drop 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 eye drops 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.

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	AMENDED DEADLINES¹
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.	September 18, 2025
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.	September 18, 2025
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.	September 18, 2025
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.	October 28, 2025

¹ The Court revised these deadlines pursuant to its June 12, 2025, order. These deadlines and/or the final hearing date may further change throughout this litigation pursuant to court order. If so, this Notice will be updated on this Settlement Website as well. You are encouraged to check back on the Settlement Website to stay up to date on all court-ordered deadlines.

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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 email 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 email 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 eye drop 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 eye drops 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 in 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 in 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 www.CVSEyeDropSettlement.com.

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"). If you received this Notice, 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 877-423-5558 or visit the Settlement Website www.CVSEyeDropSettlement.com 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 the sum of the actual amount that Settlement Class Member paid for the Product(s) multiplied by the corresponding 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 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, www.CVSEyeDropSettlement.com, or by mail to CVS Settlement Administrator, P.O. Box 173021, Milwaukee, WI 53217. 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 September 18, 2025. Claim forms submitted online must be submitted by 11:59 p.m. EST on September 18, 2025. Only Valid Claims will be paid.**

12. When will the Settlement go into effect?

The Court will hold a Final Approval Hearing on **October 28, 2025**, 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 www.CVSEyeDropSettlement.com 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 **September 18, 2025**, 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 Settlement Class should be mailed to:

CVS Exclusions
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

If your request is not postmarked by **September 18, 2025**, 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 **September 18, 2025**, 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:

CVS Settlement Administrator
P.O. Box 173021
Milwaukee, WI 53217
Telephone: (877) 423-5558
Website: www.CVSEyeDropSettlement.com
Email: info@CVSEyeDropSettlement.com

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 | Anastopoulo, 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 \$300,000.00. 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 \$5,000.00. 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.

The Final Approval Hearing will be held before the Honorable Judge Terrence W. Boyle on **October 28, 2025**, at the United States District Court for the Eastern District of North Carolina (Southern Division), 306 East Main Street, Elizabeth City, North Carolina 27909.

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 direct notice to the Settlement Class. Settlement Class Members should be advised to check the Settlement Website at www.CVSEyeDropSettlement.com 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, **September 18, 2025**, 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 Agreement. This Settlement Agreement can be reviewed here: www.CVSEyeDropSettlement.com.

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 Agreement mailed to you, please call 877-423-5558 or write to A.B. Data, Ltd. at:

CVS Settlement Administrator
P.O. Box 173021
Milwaukee, WI 53217

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 for the 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.