

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK
Bell et. al. v. CVS Pharmacy, Inc., Case No. 1:21-cv-06850-PK

A federal court authorized this Direct Notice. This is not a solicitation from a lawyer.

A Settlement has been reached in a class action lawsuit. In the lawsuit, Plaintiffs Monique Bell, Tree Anderson, and Melissa Conklin (“Named Plaintiffs”) allege that the packaging of Defendant’s Lidocaine Products was false and deceptive in that it led purchasers to believe that the Lidocaine Products delivered a “maximum strength” amount of lidocaine, and that the Products in patch form could reliably adhere to the body for up to 8 or 12 hours. Defendant does not concede the truth of any of the claims against it and denies that it did anything wrong. The Court has not decided who is right. Instead, the parties agreed to a compromise (“Settlement”). Defined terms have the meanings given to them in the Settlement Agreement.

Who’s Included? The Settlement Class is defined as all persons who purchased Products in the United States during the Class Period, which is from December 11, 2017, through and including July 18, 2023. You received this Direct Notice because records show that you may be a Settlement Class Member.

“Products” means all CVS-branded “maximum strength” lidocaine patches, creams, roll-ons, and spray products, including, but not limited to, the products listed in the First Amended Complaint. (ECF No. 53-1.) The Products include the following SKU numbers: 376649, 405343, 977934, 328522, 405623, 250483, 385037, 249024, 235554, 383998, 238921, 197229, 450467, 371271, 188721, 256563, 196728, 256518, 384034, 234274, 834344, 388642. If the product you bought was sold under the CVS brand and says “maximum strength” on the box, you may qualify as a Settlement Class Member.

What Are the Settlement Terms? In consideration for the Settlement and Releases agreed to as part of the Settlement and subject to the rights, terms, and conditions of the Settlement, Defendant will make available the Settlement Sum, which is the maximum of up to three million eight hundred thousand dollars and zero cents (\$3,800,000) that Defendant will make available to resolve the Action. The Settlement Sum represents Defendant’s all-inclusive, sole, exclusive, and full payment to constitute all monetary consideration of any kind whatsoever for Plaintiffs, Class Representatives, 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) Class Representative Service Awards, and (c) Class Counsel’s Fee Award. The Settlement Sum does not include reasonable Administration Expenses, which are also being paid by Defendant.

Each Settlement Class Member who submits a timely and valid Claim Form by the Claims Deadline in the manner required by the Agreement, shall receive a payment as detailed below and in greater detail in the Settlement. Settlement Class Members will be able to choose between two Benefit options (but cannot choose both).

- (a) Settlement Class Members who fill out the Claim Form and do not provide valid Proof of Purchase(s) (as defined below), may

recover four dollars and fifty cents (\$4.50) per Unit, limited to up to three (3) Units (the “Simple Claim”); or

(b) Settlement Class Members who fill out the Claim Form and provide a valid Proof of Purchase(s) for each Unit dated in the Class Period may recover four dollars and fifty cents (\$4.50) for each Unit contained in the Proof of Purchase(s), for any number of documented Units (the “Proof Claim”).

“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.

A Settlement Class Member may file a Claim Form electing a Simple Claim (up to three total Units) or a Proof Claim (unlimited Units for which the Proof(s) of Purchase supports), but not both. If no proof or inadequate proof is submitted along with a Proof Claim, but the claim is otherwise a Valid Claim, it will be treated as a Simple Claim and subject to the limit of three total Units. The actual total amount paid to Settlement Class Members will 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 Class Representative Service Awards and the Class Counsel’s Fee Award, then the payment payable to each Claimant shall be proportionately reduced, that Defendant’s maximum liability under this Agreement shall not exceed the Settlement Sum plus the Administration Expenses.

Settlement Class Members who file a Valid Claim will be sent their payments to the address or electronic payment method they submit or select on their Claim Form within 49 days following the Effective Date.

How Do I Submit a Claim Form? To get a payment, you must submit a Claim Form by the deadline stated below. You may download and submit a Claim Form at the Settlement Website, www.lidocainesettlement.com, or request a Claim Form by calling the Settlement Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately and submitted on time. You may submit a Claim Form by U.S. mail or file it online. If you send in a Claim Form by U.S. mail, it must be postmarked by the Claims Deadline of **November 20, 2023**. Claim Forms submitted online must be submitted by the Claims Deadline of **11:59 p.m. EST on November 20, 2023**.

Exclude Yourself. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by the Opt-Out / Objection Deadline of **October 6, 2023**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. If you exclude yourself, you will receive no payment from the Settlement but will retain the ability to sue Defendant 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 the Opt-Out / Objection Deadline of **October 6, 2023**. 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.lidocainesettlement.com. The Settlement 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 **December 19, 2023**, before the Honorable Peggy Kuo, at **11:30 a.m. Eastern Time**, at United States District Court, Eastern District of New York 225 Cadman Plaza East Brooklyn, Room 11C South, New York 11201, to consider whether to approve the Settlement (including the Application for Attorneys' Fees and Expenses of up to \$1,140,000 of the Settlement Sum and Class Representative Service Awards of \$3,000 to each Named 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 don't have to. 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 **(833) 747-6949** or visit the Settlement Website, **www.lidocainesettlement.com**.