

**If you purchased a CVS brand Algal-900 DHA dietary supplement,
your rights may be affected and you could get benefits
from a proposed class action settlement.**

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

- A proposed Settlement has been reached with CVS Pharmacy, Inc. (“CVS”) in a class action lawsuit about the statements made on the labels and packaging of a CVS-branded dietary supplement containing docosahexaenoic acid (DHA).
- You are included in the Settlement if you purchased a CVS-branded Algal-900 DHA dietary supplement in the United States between November 15, 2008 and September 30, 2016 that contained claims of “clinically shown to improve memory” or “clinically shown memory improvement” on the label or packaging (“CVS Algal-900 DHA Products”).
- Those included may submit a Claim Form to receive:
 - a refund of the price(s) paid to purchase CVS Algal-900 DHA Products—if the Claim Form is accompanied by a Proof of Purchase that shows the actual price paid;
 - a cash payment equal to the average retail price of CVS Algal-900 DHA Products—if the Claim Form is accompanied by a Proof of Purchase reflecting the purchase of Algal-900 DHA but not the price;
 - an ExtraCare account credit in the amount of your CVS Algal-900 DHA Product purchase(s)—if the Claim Form is submitted without Proof of Purchase, but CVS’s records indicate you purchased the Product using an ExtraCare account;
 - a voucher in the amount of your CVS Algal-900 DHA Product purchase(s) that is good toward the purchase of any product sold at CVS—if the Claim Form is submitted without Proof of Purchase, but CVS’s records indicate you purchased Algal-900 DHA online through www.CVS.com and there is no ExtraCare account associated with your purchase;
 - a maximum of \$5.50 in cash (payable via check) or a \$7.00 voucher toward the purchase of any product sold at CVS—if the Claim Form is submitted without Proof of Purchase and CVS does not have record of your CVS Algal-900 DHA Product purchase(s).
- Your rights are affected whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY DECEMBER 12, 2019	This is the only way to receive a refund, cash payment, ExtraCare account credit, or voucher. If you submit a Claim Form, you will give up the right to sue CVS in a separate lawsuit about the claims this Settlement resolves.
ASK TO BE EXCLUDED BY SEPTEMBER 13, 2019	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against CVS related to the legal claims that this Settlement resolves. If you ask to be excluded, you will no longer be eligible to receive a refund, cash payment, ExtraCare account credit, or voucher from this Settlement.
OBJECT TO THE SETTLEMENT BY SEPTEMBER 13, 2019	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court with the reasons why you do not like the Settlement. You may also file a Claim Form.
ATTEND A HEARING ON SEPTEMBER 26, 2019, 2:00 P.M.	You may ask to speak in Court about the fairness of the Settlement. You may also enter an appearance in Court through an attorney, at your own expense.
DO NOTHING	If you do nothing, you will not receive a refund, cash payment, ExtraCare account credit, or voucher and you will give up your right to sue CVS on your own regarding any claims that are resolved by this Settlement.

- These rights and options, **and the deadlines to exercise them**, are further explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The settlement benefits will be made available if the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this Notice?

The Court ordered that you be given this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, an administrator approved by the Court will oversee the distribution of the benefits that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge Steven M. Gold of the United States District Court for Eastern District of New York is overseeing this class action. The case is known as *Worth v. CVS Pharmacy, Inc.*, case no. 2:16-cv-0200498 (E.D.N.Y.). The people who sued are called the Plaintiffs, and the company they sued, CVS Pharmacy, Inc., is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges that CVS misrepresented the effectiveness of its Algal-900 DHA dietary supplement, which contained docosahexaenoic acid (DHA) algal oil, by claiming it was “clinically shown to improve memory” or “clinically shown memory improvement” on the label or packaging. The lawsuit also alleges that CVS violated consumer protection laws, committed fraud, and unfairly profited from the sale of these products.

CVS denies it did anything wrong, denies all allegations of wrongdoing or liability against it, and contends that its conduct was lawful.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Jeffrey Worth and Robert Burns) sue on behalf other people with similar claims, and represent them in the lawsuit. All of these people are called a Class or Class Members. One court resolves the issues for all Class Members—except for those who choose to exclude themselves from the Class.

4. Why is there a proposed Settlement?

The Court in charge of this case has not decided in favor of either side. Instead, CVS has chosen to provide its customers with refunds, cash payments, ExtraCare account credits, and vouchers to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. The Class Representatives and their attorneys believe the proposed Settlement is in the best interests of the Class.

WHO IS INCLUDED IN THE PROPOSED SETTLEMENT

5. How do I know if I am part of the proposed Settlement?

You are a Class Member if, between November 15, 2008 and September 30, 2016, you purchased any CVS-branded Algal-900 DHA dietary supplements containing “clinically shown to improve memory” or “clinically shown memory improvement” on the label and/or packaging.

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

Yes. The Class does not include: CVS and its parents, past and present, subsidiaries, divisions, affiliates, assignors, predecessors, successors and assigns; the past or present partners, shareholders, managers, members, directors, officers, employees, agents, attorneys, insurers, accountants and representatives of any and all of the foregoing entities; any government entities; and persons who purchased CVS Algal-900 DHA Products for the purpose of resale.

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the proposed Settlement provide?

The proposed Settlement provides refunds, cash payments, ExtraCare account credits, and vouchers to eligible Class Members who submit a valid Claim Form. Refund and payment amounts will depend on the purchase price paid for CVS Algal-900 DHA Products; whether and what type of proof of purchase (such as a register receipt, cancelled check or product package) illustrating the purchase of, or price paid for, CVS Algal-900 DHA Products (“Proof of Purchase”) is submitted with the Claim Form; and/or whether CVS records indicate that the Class Member purchased the Product. Vouchers and ExtraCare account credits may be used toward the purchase of any product sold at CVS.

In addition, CVS will pay for Notice to the Class and administration costs of the Settlement, as well as a \$2,500.00 Incentive Award each to the Class Representatives.

8. How much will my Settlement benefit be?

Refunds, cash payments, ExtraCare account credits and voucher amounts will vary based on the purchase price paid for CVS Algal-900 DHA Products, whether and what type of Proof of Purchase you provide with your Claim Form, and/or whether CVS records indicate you purchased the Product.

- If you include Proof of Purchase that shows the actual price paid for the CVS Algal-900 DHA Product with your Claim Form, you will receive a full refund cash payment of the price you paid to purchase CVS Algal-900 DHA Products.
- If you include Proof of Purchase such as a product package that shows only the purchase of CVS Algal-900 DHA Products but not the actual price you paid with your Claim Form you will receive a cash payment of the average retail price of CVS Algal-900 DHA Products.
- If you submit a Claim Form without any Proof of Purchase, but CVS’s records indicate you purchased CVS Algal-900 DHA Products using an ExtraCare account, you will receive a credit to your ExtraCare account in the amount of your purchase(s) of CVS Algal-900 DHA Products as indicated in CVS’s records.
- If you submit a Claim Form without any Proof of Purchase, but CVS’s records indicate you purchased CVS Algal-900 DHA Products online through www.CVS.com and there is no ExtraCare account associated with your purchase, you will receive a voucher toward the purchase of any product sold at CVS, in the amount of your purchase(s) of CVS Algal-900 DHA Products as indicated in CVS’s records.
- If you submit a Claim Form without any Proof of Purchase and CVS does not have any record that you purchased CVS Algal-900 DHA Products, you have the option of receiving a maximum of \$5.50 in cash or a \$7.00 voucher toward the purchase of any product sold at CVS. One claim per person and two claims per household will be accepted without Proof of Purchase.

9. What rights am I giving up to receive a refund, cash payment, ExtraCare account credit, or voucher and stay in the Class?

Unless you exclude yourself, you are staying in the Class. If the proposed Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You won’t be able to sue, continue to sue, or be part of any other lawsuit against CVS about the legal issues in this case, but you will be able to submit a Claim Form to receive a refund, cash payment, ExtraCare account credit, or voucher from this Settlement. The rights you are giving up are called Released Claims.

10. What are the Released Claims?

Generally, if and when the proposed Settlement becomes final, Class Members will permanently release CVS, Lang Pharma Nutrition, Inc., and DSM Nutritional Products, LLC, and all of their past and present respective parents, subsidiaries, divisions, affiliates, persons and entities directly or indirectly under its or their control in the past or in the present, their respective assignors, predecessors, successors and assigns; and the past or present partners, shareholders, managers, members, directors, officers, employees, agents, attorneys, insurers, accountants and representatives (the “Released Parties”) of any and all claims, cross-claims, liability, rights, demands, suits, matters, obligation, damage, restitution, disgorgement, loss or cost, attorneys’ fee or expense, action or cause of action, of every kind that you or your

QUESTIONS? CALL 1-866-608-6544 OR GO TO WWW.CVSDHASETTLEMENT.COM

spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate had or has, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent that is, has been, could reasonably have been or in the future might reasonably be asserted in this class action arising out of or relating to the allegations in the complaints filed in this class action.

The specific claims you will be releasing are described in sections 2.35 and 12 of the Stipulation of Settlement, available at www.CVSDHASettlement.com.

HOW YOU GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

11. How do I get a refund, cash payment, ExtraCare account credit, or voucher from the proposed Settlement?

You must complete and submit a Claim Form by December 12, 2019. If you did not receive a Claim Form in the mail or by email, you may get one from www.CVSDHASettlement.com, by calling 1-866-608-6544, or by writing to CVS DHA Settlement Claims Administrator, P.O. Box 404148, Louisville, KY 40233-4148.

Read the instructions carefully and submit your Claim Form online on or before December 12, 2019, or by mail postmarked no later than December 12, 2019.

12. When will I receive my refund, cash payment, ExtraCare account credit, or voucher?

The Court will hold a Fairness Hearing on September 26, 2019 at 2:00 p.m. to decide whether to grant final approval to the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement benefits will be issued to Class Members who submit valid Claim Forms within 30 days after the Settlement Order and Judgment becomes final (“Final Settlement Approval Date”); or the date a claim is approved, whichever comes later.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you do not want to receive benefits from the proposed Settlement, but you want to keep the right to sue CVS on your own, about the legal claims made in this lawsuit and released by the proposed Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself or is sometimes referred to as “opting out” of the Class.

To exclude yourself from the proposed Settlement, you must send a letter by mail or submit a form through the Settlement website. Your request for exclusion must contain: (1) the name of this lawsuit, *Worth v. CVS Pharmacy, Inc.*, Case Number 2:16-cv-0200498; (2) your full name, current address and telephone number; (3) a clear statement of your intention to exclude yourself such as “I wish to be excluded from the Class”; and (4) your signature.

Your written request for exclusion must be mailed so that is postmarked no later than September 13, 2019, addressed to: CVS DHA Settlement Claims Administrator, P.O. Box 404148, Louisville, KY 40233-4148, or submitted online at www.CVSDHASettlement.com no later than September 13, 2019. You cannot exclude yourself on the phone or by email.

13. If I exclude myself, can I still get a refund, cash payment, ExtraCare account credit or voucher from the proposed Settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of this proposed Settlement. You can only get a refund, cash payment, ExtraCare account credit, or voucher if you stay in the Class and submit a valid Claim Form.

14. If I do not exclude myself, can I sue CVS for the same things later?

No. Unless you exclude yourself, you are giving up the right to sue CVS and the Released Parties for the claims that this proposed Settlement resolves. If you have a pending lawsuit against CVS or the Released Parties for the same claims made in this lawsuit or released by this proposed Settlement, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue with your own lawsuit.

OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court that you do not agree with the proposed Settlement or some part of it.

15. How do I tell the Court that I don't like the proposed Settlement?

If you are a Class Member, you can object to the proposed Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter containing: (1) your name, current address and telephone number; (2) the name, address and telephone number of your lawyer if you are objecting through counsel; (3) the name of the lawsuit, *Worth v. CVS Pharmacy, Inc.*, Case Number 2:16-cv-0200498; (4) proof of your membership in the Settlement Class (such as verification under oath as to the date and location of purchase of a CVS Algal-900 DHA Product, or Proof of Purchase); (5) a statement of your objections and the reasons for each; (6) a list of any documents you plan to give to the Court to support your objection, if any; (7) a list of legal authorities you want the Court to consider; (8) the names and addresses of any witness you want to call to testify; (9) a statement indicating whether you (or your lawyer) want to appear and speak at the Fairness Hearing; and (10) your signature (or your lawyer's signature).

Your signed objection must be mailed with any supporting documents, and filed with the Court and received by Counsel for the Class and Counsel for Defendant CVS by September 13, 2019 at the following addresses:

Clerk of Court
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

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16. What's the Difference Between Objecting and Asking to be Excluded?

Objecting is simply telling the Court you do not like something about the proposed Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Excluding yourself is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

APPEARING AT THE FAIRNESS HEARING ABOUT THE PROPOSED SETTLEMENT

17. May I appear or speak at the Fairness Hearing in this lawsuit and proposed Settlement?

Yes, as long as you remain a Class Member (do not exclude yourself), you or your lawyer may appear and speak in this lawsuit and proposed Settlement. To do so, you must file a written "Notice of Appearance" with the Court. Your Notice of Appearance must contain: (1) the title of the lawsuit (*Worth v. CVS Pharmacy, Inc.*, Case Number 2:16-cv-0200498); (2) a statement that you wish to appear at the Fairness Hearing; (3) a statement that you or your lawyer would like to speak at the Court's Fairness Hearing; and (4) your signature or your lawyer's signature.

Your Notice of Appearance must be signed, mailed, and filed with the Court and received by Counsel for the Class and Counsel for Defendant CVS by September 13, 2019 at the addresses listed in Question 15.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will not get a refund, cash payment, ExtraCare account credit, or voucher from the proposed Settlement, and you will be bound by all of the Court's orders and judgments in this case. In addition, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against CVS and the Released Parties about the legal claims made in this lawsuit and resolved by this proposed Settlement, ever again.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this Case?

Yes, the Court has appointed Reese LLP; Kaplan Fox & Kilsheimer, LLP; Mehri & Skalet, PLLC; and Center for Science In The Public Interest to act as legal counsel for the Class. These law firms are called Class Counsel. You will not be personally charged for these lawyers. You may hire your own lawyer at your own expense to represent you in this case, but you do not have to.

20. How will the lawyers be paid?

When Class Counsel asks the Court to approve the proposed Settlement, they will also ask the Court for an award of attorneys' fees, costs and reimbursement of expenses of up to \$447,000.00. Class Counsel have agreed to a split of these fees, after reimbursement of their costs, as follows: KAPLAN FOX & KILSHEIMER, LLP: 11%; REESE LLP: 30%; MEHRI & SKALET, PLLC: 30%; and CENTER FOR SCIENCE IN THE PUBLIC INTEREST: 29%.

If the Court grants Class Counsel's request, CVS will separately pay those fees, costs and expenses. This amount will not reduce the amount of refunds, cash payments, ExtraCare account credit or vouchers that will be made available to Class Members who submit valid Claim Forms.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to attend or speak.

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

The United States District Court for the Eastern District of New York will hold a Fairness Hearing at the Federal Courthouse located at 225 Cadman Plaza East, Brooklyn, New York 11201, on September 26, 2019 at 2:00 p.m. to decide whether the proposed Settlement is fair, reasonable, and adequate and to determine the amount of attorneys' fees and costs and Class Representative Incentive Award. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the proposed Settlement and whether to grant Class Counsel's request for attorneys' fees and expenses and Class Representative Incentive Award. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel is working on your behalf and will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. What happens if the proposed Settlement receives final approval?

If the Court grants final approval of the proposed Settlement, all Class Members who did not ask to be excluded from the Class will release all of the claims listed in Question 10 above.

GETTING MORE INFORMATION

24. Are there more details about the Settlement?

Yes. This Notice is only intended to provide a summary of the proposed Settlement. More information is available at www.CVSDHASettlement.com, by calling 1-866-608-6544 or by writing to CVS DHA Settlement Claims Administrator, P.O. Box 404148, Louisville, KY 40233-4148. You may also obtain the Amended Stipulation of Settlement and other documents in the case from the Court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the Eastern District of New York, at the Federal Courthouse located at 225 Cadman Plaza East, Brooklyn, NY, under the Civil Action Number 2:16-cv-0200498, or from the Court's Public Access to Court Electronic Records (PACER) system at <https://www.NYED.USCourts.gov/>.

You may also contact Class Counsel by email at mreese@reesellp.com.

PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES ABOUT THIS SETTLEMENT TO THE COURT. IT CANNOT ANSWER YOUR QUESTIONS.