

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Boyer v. Breckenridge Pharmaceutical, Inc., No. 2:24-CV-06514-JKS-JBC

If you purchased duloxetine manufactured for Breckenridge Pharmaceutical, Inc., between August 4, 2020, and May 22, 2025, you could receive a payment from a proposed Class Action Settlement.

A Federal Court has authorized this Notice. This is not a solicitation from a lawyer.

- A proposed Class Action Settlement (the “Settlement”) will require Breckenridge Pharmaceutical, Inc. (“Breckenridge”) to provide payments for past purchases of generic duloxetine manufactured for Breckenridge (“Breckenridge duloxetine”). As detailed below, Class Members who purchased Breckenridge duloxetine between August 4, 2020, and May 22, 2025 (the “Class Period”) may receive either:
 - a single payment of \$5, if they purchased Breckenridge duloxetine during the Class Period and provide certain required documents; or
 - a single payment of \$7.50 if they purchased Breckenridge duloxetine during the Class Period that was subject to a Product Recall (as defined in the Settlement Agreement and below) *before* May 22, 2025, and they provide certain required documents; or
 - payments of \$10 per prescription of Breckenridge duloxetine that they purchased during the Class Period and were unable to use in whole or in part due to a Product Recall initiated *before* May 22, 2025, and they provide certain documentation.
- The above payments are referred to in this Notice as the “**Settlement Refund Program.**”
- In addition, the proposed Class Action Settlement will require Breckenridge to establish a program to refund consumers for out-of-pocket costs paid for unused, returned Breckenridge duloxetine that is subject to a Product Recall occurring *after* May 22, 2025 (the “**Future Refund Program**”). Under the terms of the Settlement, Breckenridge may establish additional requirements for the **Future Refund Program**. The **Future Refund Program** will continue at least until January 1, 2028, after which Breckenridge may terminate the **Future Refund Program**. Class Members who receive a payment under the **Settlement Refund Program** will, if eligible, also be allowed to participate in the **Future Refund Program**.
- This lawsuit seeks compensation for Class Members’ economic loss—in other words, the amount paid for Breckenridge duloxetine. The lawsuit does not seek, and the Settlement does not compensate, Class Members for any personal injuries or wrongful death they may have allegedly suffered from taking Breckenridge duloxetine. Neither the lawsuit nor this Settlement have any effect on an individual’s ability to bring a separate lawsuit seeking compensation for personal injury or wrongful death that may have been allegedly caused by Breckenridge duloxetine.
- Your legal rights are affected whether you act or do not act. **Read this Notice carefully.**
- These rights and options—and the deadlines within which to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
STAY IN THE SETTLEMENT CLASS AND SUBMIT A CLAIM WITHIN 60 DAYS AFTER THE CLAIMS PERIOD OPENS	<p><u>The only way to get a payment.</u></p> <p>To receive monetary benefits, you will need to timely submit a claim to the Claims Administrator. However, if the Court approves the Settlement, you will be bound by the terms and release contained in the Settlement even if you do not submit a claim, unless you exclude yourself as described below.</p>
EXCLUDE YOURSELF	<p><u>Get no payment.</u></p> <p>This option allows you to pursue your own lawsuit against Breckenridge or any of the other released parties about the legal claims in this case. It also is the only option that allows you to ever be part of any other lawsuit against Breckenridge or any of the other released parties under the Settlement Agreement for any economic injury related to the purchase of Breckenridge duloxetine between August 4, 2020, and May 22, 2025, caused by the alleged conduct in this case.</p>
OBJECT	Write to the Court if you do not like the Settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	<p>If you do nothing, you will remain in the Class Action as a Class Member and will not, in the future, be able to pursue any other lawsuit against Breckenridge or any of the other released parties for any economic injury related to the purchase of Breckenridge duloxetine between August 4, 2020, and May 22, 2025, caused by the alleged conduct in this case. If you do not timely file a complete Claim Submission with the Claim Administrator, you will not receive compensation.</p> <p>The deadline to file a Claim Submission is 60 days after the Claims Period opens. The Claims Period will open 35 days after the Court enters a Final Order and Judgment approving the Settlement, as long as there are no appeals of such order. Class Counsel and Breckenridge anticipate the Final Order and Judgment will be entered shortly after the Fairness Hearing on September 23, 2025. Please check the Settlement Website for updates on the opening of the Claims Period and the Claims Submission Deadline.</p>

IMPORTANT DATES AND DEADLINES	
Class Membership Exclusion (opt-out) Deadline	August 18, 2025
Objection and Intervention Submission Deadline	August 18, 2025
Fairness Hearing	September 23, 2025, 2:00PM EDT
Claims Period Opens	35 days after Final Order and Judgment (assuming no appeals). Class Counsel and Breckenridge anticipate the Final Order and Judgment will be entered shortly after the Fairness Hearing on September 23, 2025. Please check the Settlement Website for updates.
Claim Submission Deadline	60 days after the Claims Period Opens. Please check the Settlement Website for updates.

This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement at www.BoyerSettlement.com. The Settlement Agreement is also on file in the office of the Clerk of Court for the U.S. District Court for the District of New Jersey in Newark, New Jersey (see Question 33 for the address). You can also get this information by calling 1-833-688-8988 and requesting copies.

Please do not write, email, or call the Court or Clerk of Court for additional information.

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BASIC INFORMATION

1. What is this lawsuit?

This is a federal court class action pending in the United States District Court for the District of New Jersey since 2024. The person who sued is called the **Plaintiff**. The company she sued, Breckenridge, is called the **Defendant**. They are more fully defined below.

The Plaintiff contends that Defendant and its affiliates manufacture and distribute Breckenridge duloxetine containing an impurity called n-nitroso-duloxetine (“NDLX”), which is part of a family of substances called nitrosamines that allegedly can cause cancer under certain circumstances. Because Breckenridge duloxetine allegedly contains NDLX, Plaintiff contends that Breckenridge duloxetine was unlawful to sell and economically worthless. Plaintiff contends that individuals who purchased Breckenridge duloxetine received a product worth less than what they paid and therefore suffered an economic injury.

“**Breckenridge duloxetine**” is a generic version of the prescription drug duloxetine (also known by the brand name Cymbalta) manufactured for Breckenridge and distributed by Breckenridge and certain repackagers and private label distributors. Breckenridge duloxetine is approved by the FDA for treatment of major depressive disorder in adults, generalized anxiety disorder in adults and pediatric patients of 7 years of age and older, diabetic peripheral neuropathic pain in adults, fibromyalgia in adults and pediatric patients 13 years of age and older, and chronic musculoskeletal pain in adults.

Breckenridge is a pharmaceutical company that sells Breckenridge duloxetine. Some Breckenridge duloxetine is repackaged by other pharmaceutical companies in their own labels before resale.

Plaintiff claims that Breckenridge distributed Breckenridge duloxetine manufactured in violation of the Federal Food, Drug, and Cosmetic Act (“FDCA”) and regulations of the Food and Drug Administration (“FDA”). Plaintiff alleges that FDA established an acceptable intake limit (“AI limit”) on certain nitrosamines, which applied to NDLX. Product exceeding this AI limit, according to Plaintiff, violates current Good Manufacturing Practices (“cGMP”), with which all drug manufacturers must comply. Plaintiff further contends that drugs exceeding the AI limit are adulterated and illegal to sell. Plaintiff contends that, in 2024, Breckenridge recalled hundreds of thousands of bottles of Breckenridge duloxetine for exceeding applicable AI limits, and that this suggests that all Breckenridge duloxetine may have been contaminated.

Defendant denies Plaintiff’s allegations and disputes, among other things, (1) that applicable standards for NDLX content were established when the Breckenridge duloxetine at issue was manufactured; (2) that all recalled Breckenridge duloxetine, let alone any Breckenridge duloxetine that was not recalled, contained NDLX in amounts exceeding the applicable AI limit; and (3) that Breckenridge duloxetine containing NDLX, whether or not in amounts exceeding the applicable AI limit, was worthless or worth any less than its sale price. Plaintiff disputes these arguments.

2. What is a class action?

In a class action, one or more persons, the named plaintiffs (who are also called proposed “class representatives”) sue on behalf of themselves and other persons with similar claims. All of these people together are the proposed “Class” or “Class Members.” When a class action is settled, one Court resolves the issues for all Class Members (in the settlement context, “Settlement Class Members”), except for those who exclude themselves (opt out) from the Settlement. U.S. Magistrate Judge James B. Clark is in charge of this Class Action settlement approval process. In this case, the proposed class representative is Sheryl Boyer, who purchased Breckenridge duloxetine that allegedly contained NDLX above the applicable AI limit. Excluding yourself (opting out) means that you will not receive any benefits from the Settlement. The process for excluding yourself (opting out) is described in Question 23.

3. What are the claims, issues and defenses in this Class Action?

Plaintiff claims that Defendant distributed Breckenridge duloxetine that was worthless because it contained NDLX in excess of the applicable AI limit. Plaintiff alleges that Defendant knew or should have known that Breckenridge duloxetine was adulterated and failed to meet regulatory requirements because it contained NDLX in excess of the applicable AI limit and that Breckenridge intentionally misled consumers by representing that Breckenridge duloxetine complied with applicable standards and concealing that it contained NDLX in excess of the AI limit.

Breckenridge denies these allegations. Breckenridge claims that although it recalled certain lots of Breckenridge duloxetine that contained NDLX in excess of the applicable AI limit, that limit had not been established when the product was manufactured and that, in fact, the existence of NDLX as a nitrosamine was unknown until the last few years. Once Breckenridge became aware of NDLX, it worked diligently to develop a test for the substance and test product on the market for NDLX content. Once Breckenridge discovered that certain product contained NDLX, it diligently recalled affected lots and is working to reformulate Breckenridge duloxetine to ensure that all product remains within the applicable AI limit.

Breckenridge further contends that, despite the potential presence of NDLX in recalled Breckenridge duloxetine, all Breckenridge duloxetine was worth the price of sale and, in no event, was “worthless.” Breckenridge further claims that even if certain lots of Breckenridge duloxetine contained NDLX in excess of the applicable AI limit, Breckenridge neither knowingly nor intentionally misled consumers.

Plaintiff acknowledges the challenges to succeeding in this litigation. It is possible that the Court could dismiss Plaintiff’s complaint before this case proceeds to discovery. It is also possible that, in the course of discovery, Plaintiff would learn of facts that cut against her allegations and could lead to entry of judgment against her. And if this case proceeded to trial, it is possible a jury would find for Breckenridge or find for Plaintiff in an amount far below the full purchase price of Breckenridge duloxetine sold during the relevant period. And in any event, it could take years and many additional court proceedings for Class Members to receive compensation.

4. How many Class Members are there?

The precise number of Class Members is unknown, but based on publicly available data on all duloxetine users in the United States per year, Plaintiff estimates that the Settlement Class contains approximately 4 million members.

5. Why is there a settlement?

After litigation, including the filing of a motion to dismiss and an amended complaint, and extensive discussions between the parties, Plaintiff and Defendant have agreed to this Settlement.

A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. Settlements conclude without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

If the Court approves this Settlement, the litigation between the Settlement Class Members and the Defendant is concluded. Only Settlement Class Members are eligible for the benefits summarized in this Notice. The Defendant will no longer be legally responsible to defend against the claims by Settlement Class Members made in this litigation.

The Court has not and will not decide in favor of the Plaintiff or the Defendant. By reviewing this Settlement, the Court is not making and will not make any findings that any law was broken or that the Defendant did anything wrong. By entering into the Settlement, Defendant is not admitting any of the claims made against it, which it continues to completely deny. Conversely, the Plaintiff is not conceding that any of her claims against Defendant are invalid or without merit.

Under the Settlement, Breckenridge will pay at least a single payment of \$5, and up to \$10 per applicable prescription, under the **Settlement Refund Program** to eligible Settlement Class Members who timely submit a claim according to the requirements of the Settlement Agreement and this Notice. The monetary awards paid under the **Settlement Refund Program** will vary based on whether a Class Member purchased Breckenridge duloxetine that was subject to a recall due to the presence of a nitrosamine (“Product Recall”), the Class Member was unable to use any of that Breckenridge duloxetine due to the Product Recall, and the Class Member submits supporting documents. Through a separate **Future Refund Program**, Breckenridge has also agreed to refund consumers their out-of-pocket costs paid for unused, returned Breckenridge duloxetine subject to a Product Recall started after May 22, 2025. In addition to funding the Settlement, Breckenridge has agreed to pay for all costs related to the administration of the Settlement and will pay, in amounts to be ordered by the Court, Class Counsel’s reasonable fees and costs and a Class Representative incentive award for the Plaintiff who filed this Class Action.

The Class Representative and Class Counsel (see Question 26) believe that the proposed Settlement is best for everyone involved. The factors that Class Counsel considered include the uncertainty and delay associated with continued litigation, including protracted discovery, trial and appeals, as well as the uncertainty of particular legal issues that are yet to be determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable and adequate in light of all circumstances and in the best interests of the Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

To get money from the Settlement, you must first qualify as a Class Member and, second, must be an eligible Class Member.

6. How do I know if I am a Class Member?

For settlement purposes, the Court has defined the Class in this case to consist of the following:

All natural persons in the United States who purchased Breckenridge duloxetine, for personal or household use, between and August 4, 2020, until May 22, 2025.

7. How do I know if I am eligible to receive payment?

Under the **Settlement Refund Program**, to receive a single payment of \$5, you must submit documents proving that you purchased Breckenridge duloxetine between August 4, 2020, and May 22, 2025. Documents that provide sufficient proof include an original pharmacy receipt, a copy of a pharmacy receipt, other pharmacy records reflecting the purchase date and that the duloxetine purchased was Breckenridge duloxetine, or records from your insurance provider or pharmacy benefits manager reflecting purchase date and that the duloxetine purchased was Breckenridge duloxetine.

If you intend to seek a single payment of \$7.50, as opposed to \$5, in addition to the documentation above, you must also submit (a) documentation from your pharmacy indicating the lot number was one of those subject to a Product Recall, as documented in Exhibit B (Updated May 22, 2025) to the Settlement Agreement, or (b) documentation providing the name and address of the pharmacy from which you purchased Breckenridge duloxetine and demonstrating that the NDC and expiration date of the prescription are among those in Exhibit B (Updated May 22, 2025) to the Settlement Agreement.

If you intend to seek payment of \$10 per prescription that you were unable to use due to a Product Recall, you must provide all of the documentation required to receive a \$7.50 payment, and you must either (a) return unused Breckenridge duloxetine subject to a Product Recall, or (b) submit a signed certification, under penalty of perjury, in the form attached as Exhibit C to the Settlement Agreement, stating that you are or were unable to use Breckenridge duloxetine due to a Product Recall.

You are eligible to receive only one of *either* (1) a single \$5 payment, (2) a single \$7.50 payment, or (3) payment of \$10 per prescription of Breckenridge duloxetine that you were unable to use due to a product recall. **For purposes of illustration only:**

- If you purchased three prescriptions of Breckenridge duloxetine between August 4, 2020, and May 22, 2025, and none of those prescriptions were subject to a Product Recall, you are entitled to \$5 if you submit the required documentation.
- If you purchased three prescriptions of Breckenridge duloxetine between August 4, 2020, and May 22, 2025, and two of those prescriptions were subject to a Product Recall before May 22, 2025, you are entitled to \$7.50 if you submit the required documentation.
- If you purchased three prescriptions of Breckenridge duloxetine between August 4, 2020, and May 22, 2025, and two of those prescriptions were subject to a Product Recall before May 22, 2025, *and* you are able to demonstrate that you were unable to use those two prescriptions due to the recall, you are entitled to \$10 if you submit the required documentation.

In addition, under the **Future Refund Program**, if you have purchased, or purchase in the future, Breckenridge duloxetine that is subject to a Product Recall initiated *after* May 22, 2025, you may receive a refund of the amount you paid out of pocket for unused Breckenridge duloxetine that you return to Breckenridge. Breckenridge may establish additional requirements for the **Future Refund Program**. The **Future Refund Program** will remain in effect until at least January 1, 2028. Recovery of any amount under the **Settlement Refund Program** will not prevent you from recovering from the **Future Refund Program** if you are eligible to do so.

8. What if I received a prescription of Breckenridge duloxetine between August 4, 2020, and May 22, 2025, but did not personally pay any money for it?

The Class is defined to include only individuals who purchased Breckenridge duloxetine. Therefore, if, for example, your health insurance covered the entire cost of Breckenridge duloxetine or you were not charged for your prescription, you are not a Class Member and you may not recover under the **Settlement Refund Program**.

9. What if I purchased Breckenridge duloxetine from a lot that was not recalled, or what if I don't know whether the Breckenridge duloxetine I purchased was recalled?

You may recover under the Settlement even if the Breckenridge duloxetine you purchased was not subject to a Product Recall. The Class is defined to include all individuals who purchased Breckenridge duloxetine between August 4, 2020, until May 22, 2025. If you purchased Breckenridge duloxetine during that time period that was not subject to a Product Recall, you may receive \$5. If you wish to receive a single payment of \$7.50 or a payment of \$10 per prescription subject to a Product Recall that you were unable to use due to the Product Recall, you do not need to know the lot number of the Breckenridge duloxetine you purchased. Instead, you can provide documentation of the pharmacy from which you purchased Breckenridge duloxetine, the NDC of the Breckenridge duloxetine, and the expiration date of the Breckenridge duloxetine. The Claims Administrator will check this information against the information in Exhibit B (Updated May 22, 2025) to the Settlement Agreement and determine whether you are eligible for a payment above \$5.

10. What if I paid more than \$5, \$7.50, or \$10 per prescription between August 4, 2020, and May 22, 2025?

The parties have negotiated three tiers of Settlement payments: a single payment of \$5; a single payment of \$7.50; or a payment of \$10 per prescription of Breckenridge duloxetine that a Class Member was unable to use due to a Product Recall. Even if you paid more than \$5, \$7.50, or \$10 per certain recalled prescription of Breckenridge duloxetine, you are entitled only to one of these three amounts. This negotiated cap reflects the uncertainty of litigation—including whether the Court would allow this case to go to trial as a class action, whether a jury would find in favor of the Class at trial, and the amount of any damages award at trial—as well as delays associated with litigation. Therefore, for example, even if you paid more than \$10 out of pocket for a prescription of Breckenridge duloxetine that you were unable to use due to a Product recall, the maximum payment you can receive under the Settlement for that prescription is \$10.

11. Do I need to hire a lawyer to represent me in the Settlement?

Class Counsel, who are identified at Question 26 below, are responsible for all of the common interests of Class Members. Class Counsel filed and prosecuted this lawsuit, negotiated the Settlement, and represent all of the common interests of the Class. However, Class Counsel are **not** responsible for and will not represent you individually in the Class Action or in making your individual claim for monetary payments under the Settlement. Nor will Class Counsel represent you if you choose to be excluded (opt out) from the Class or with respect to any objection you make to the Settlement.

You have the right but are not required to hire your own lawyer to represent you in this Class Action or in making your individual claim for monetary payments. Should you hire a lawyer, you will be responsible for paying the fee you agree upon with that lawyer, which may reduce the amount of any payment to which you may be entitled from the Settlement Fund.

THIS SETTLEMENT'S BENEFITS—WHAT YOU GET AND WHAT YOU GIVE UP

12. What does the Settlement provide?

Breckenridge has agreed to provide a single payment of \$5 or \$7.50, or, in certain circumstances, pay \$10 per prescription of Breckenridge duloxetine purchased between August 4, 2020, and May 22, 2025. See Question 7 for the specific requirements to receive these payments. Breckenridge has also agreed to establish a program to refund consumers' out-of-pocket costs paid for Breckenridge duloxetine that is subject to a Product Recall begun after May 22, 2025. In addition, Breckenridge has agreed to pay the costs of administering the Settlement payments. Breckenridge has further agreed for the benefit of Settlement Class Members to pay Class Counsel's attorneys' fees and costs as ordered by the Court. Breckenridge has also agreed to pay a Class Representative incentive award to the named Plaintiff in this case in an amount to be ordered by the Court.

13. When and how will Settlement payments be distributed to Settlement Class Members?

Breckenridge will make Settlement payments after the Settlement is approved and becomes final. The Settlement becomes final after the Court holds a Fairness Hearing (as discussed in this Notice), issues final approval of the Settlement, and the time to file any motions to alter or amend the Settlement or appeal the order approving the Settlement has passed, or, if any such motions or appeals are filed, upon their final resolution.

The Settlement will be administered by a Claims Administrator appointed by the Court. The Court has been asked to appoint Verita Global to fill this position. Information on Verita is available at <https://veritaglobal.com/>.

14. How Much Money will I receive in the Settlement?

If you are an eligible Class Member (see Questions 6 and 7) and timely submit a claim with the required documentation, you will receive either a single payment of \$5, a single payment of \$7.50, or payment of \$10 per prescription of Breckenridge duloxetine that you were unable to use due to a Product Recall. If you purchased Breckenridge duloxetine that is subject to a Product Recall *after* May 22, 2025, you may receive your out-of-pocket costs paid for returned Breckenridge duloxetine that you were unable to use due to the Product Recall.

15. Are there any individual filing fees, case fees, administration charges, or liens that could reduce my specific individual Settlement payment?

- There is no filing fee or charge to submit a claim for a Settlement payment.
- Any and all liens relating to a Class Member's Settlement payment, including, for example, from health insurance providers, are the sole responsibility of the Class Member.

16. What am I surrendering by staying in the Settlement Class?

Unless you exclude yourself (opt out) from the Settlement (see Question 23), you cannot sue Breckenridge or any of the other parties that is a Released Party as defined in the Settlement Agreement, which includes related individuals and entities to Breckenridge—including but not limited to its parent company, affiliated companies, contract manufacturing organizations, suppliers, distributors, repackagers and private label distributors—or be part of any other lawsuit against these persons and companies, about the issues and factual matters alleged in this case. This means you give up your right to continue to litigate any claims related to this Settlement, or file new claims, in any court or in any proceeding at any time. If you stay in the Class and presently have an economic injury from the purchase of Breckenridge duloxetine between August 4, 2020, and May 22, 2025, or have a claim for economic loss based on the alleged conduct in this Class Action for a future purchase of Breckenridge duloxetine subject to a Product Recall, you cannot in the future sue any of these released persons and companies for compensation or damages, even if the law of your jurisdiction permits such claims.

The Settlement does not release or end any claims a Settlement Class Member may have now or in the future against Breckenridge or any of the Released Parties for personal injury or wrongful death claims relating to the consumption of Breckenridge duloxetine. To the extent you believe you have such claims, nothing about this Class Action or Settlement prevents you from filing an individual lawsuit seeking damages for those injuries in an appropriate court, subject to any valid statute of limitations defense or other defenses Breckenridge may have.

Section IV and the Definitions at Section I.B.22-23 of the Settlement Agreement contain the complete text and details of what Settlement Class Members give up unless they exclude themselves (opt out) from the Settlement, including who and what are included as Released Parties, so please read it carefully. The Settlement Agreement is available at www.BoyerSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the U.S. District Court for the District of New Jersey (see Question 33 for the address). You can also get this information by calling 833-688-8988. If you have any questions, you can talk to the law firms listed in the chart at the end of this Notice for free, or you can talk to your own lawyer if you have questions about what this means.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

17. What must be done to get a monetary Settlement payment under the Settlement Refund Program?

To be eligible to receive a Settlement payment under the **Settlement Refund Program**, you must complete and submit a valid and timely Claim Submission to commence a claim. If you do not submit a valid Claim Submission Form by the deadline, 60 days after the Claims Period opens, you will not receive payment. All required documents must be submitted by this deadline. The required documents are discussed in Question 7. Please check the Settlement Website for updates on the opening of the Claims Period and the Claims Submission Deadline.

18. How can I submit a claim to get a monetary payment under the Settlement Refund Program?

You can complete and submit your Claim Submission Form online at the Settlement Website, www.BoyerSettlement.com. The Claim Submission Forms along with related forms can be downloaded from the Settlement Website and submitted via mail, as well. You can request the Claim Submission Forms be sent to you by sending a written request to the Claim Administrator by mail or by calling the Claim Administrator to request these forms. A registered personal lawyer authorized by you to represent you may complete and file the claim. There are, however, required forms that must be signed by hand or electronically on the Settlement Website claims portal.

Please read the claim instructions carefully, and fully fill out the Claim Submission Form. If you are submitting your Claim Submission Form online at the Settlement Website's claim portal, www.BoyerSettlement.com, you must complete and submit the electronic claims by 11:59 P.M. (Eastern Time) on the Claims Submission Deadline. If you are submitting the Claim Submission Form in paper format, please mail it postmarked no later than the Claims Submission Deadline to: *Boyer v. Breckenridge Pharmaceutical*, Claims Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132. Please check the Settlement Website for updates on the opening of the Claims Period and the Claims Submission Deadline.

Along with their Claim Submission Form, all Class Members must provide documentation to prove that they purchased Breckenridge duloxetine between August 4, 2020, and May 22, 2025. If Class Members seek a payment of \$7.50 for the purchase of Breckenridge duloxetine subject to a recall, they must also submit documentation indicating that the Breckenridge duloxetine they purchased was subject to a Product Recall before May 22, 2025. If Class Members seek a payment of \$10 per prescription of Breckenridge duloxetine that they purchased and were unable to use due to a Product Recall before May 22, 2025, they must submit all of the documents required to support a claim for \$7.50, and they must submit proof that they were unable to use Breckenridge duloxetine due to a Product Recall. For the types of documentation that may be submitted, please see Question 7 of this Notice and the Settlement Agreement.

19. Is there a time limit to file claims for Settlement payments or to complete Claim Submissions to receive payment under the Settlement Refund Program?

Yes. The Court has set a deadline date to file a claim of 60 days after the Claims Period opens. The Claims Period will open 35 days after the Court enters a Final Order and Judgment, which Class Counsel and Breckenridge anticipate will occur shortly after the September 23, 2025 Fairness Hearing. Please check the Settlement Website for updates on the opening of the Claims Period and the Claims Submission Deadline. If you do not submit a valid Claim Submission (which includes a completed Claim Submission Form and necessary supporting documents) by both this date and one of the times listed below, you will not receive a payment:

- (1) If submitted by mail, express mail or hand delivery, the Claims Submission must actually be received by the administrator in its offices by no later than 5:00 P.M., prevailing Eastern time in effect; or
- (2) If submitted electronically through the Settlement Website or other electronic portal established by the Claim Administrator, the Claims Submission must actually be received by the Claim Administrator's system by no later than 11:59 P.M., prevailing Eastern time in effect.

20. When would I get my payment under the Settlement Refund Program if eligible?

The Claim Administrator will evaluate Claim Submissions as they are received. However, Breckenridge will not begin making payments until after the Court grants "final approval" of the Settlement. If the Court approves the Settlement after a hearing on September 23, 2025, there may be appeals or motions, which will delay Settlement payments until such appeals or motions are resolved. It is always uncertain whether these appeals or motions can be resolved, and resolving them can take time. Everyone who submits a Claim Submission will be kept informed of the progress of the Settlement through the Settlement Website or other means as appropriate. Please be patient.

21. Can I challenge or dispute the determination of the amount of my Settlement payment under the Settlement Refund Program?

Breckenridge will make Settlement payments based on the documentation submitted in a Claim Submission. Eligible Class Members who submit valid Claim Submissions (including a completed Claim Submission Form and necessary supporting documents) will receive at least \$5. If the documentation indicates that the Class Member purchased Breckenridge duloxetine that was subject to a Product Recall before May 22, 2025, Breckenridge will pay that Class Member \$7.50. If the documentation indicates the Class Member was unable to use a prescription of Breckenridge duloxetine that he or she purchased due to a Product Recall before May 22, 2025, Breckenridge will pay that Class Member \$10 per such prescription. The Claims Administrator may contact the Class Member if the documentation submitted is insufficient to support the amount claimed so that the Class Member can supplement his or her documentation, but Breckenridge's determination of the amount of each Settlement payment based on timely submitted documentation and any requested supplemental documentation is final.

22. How do I get a payment under the Future Refund Program?

Under the **Future Refund Program**, if you have purchased, or purchase in the future, Breckenridge duloxetine that is subject to a Product Recall initiated *after* May 22, 2025, you may receive a refund of the amount you paid out of pocket for unused Breckenridge duloxetine that you return to Breckenridge. Breckenridge may establish additional requirements for the **Future Refund Program**. The **Future Refund Program** will begin on the later of (a) the date that the Settlement becomes Final, or (b) the date of the first Product Recall begun after May 22, 2025. Upon opening of the **Future Refund Program**, Breckenridge will publish the instructions and requirements for submitting a claim for a refund. The **Future Refund Program** will remain in effect until at least January 1, 2028. Recovery of any amount under the **Settlement Refund Program** will not prevent you from recovering from the **Future Refund Program** if you are eligible to do so.

23. How do I get out, or exclude myself (opt out) of the Settlement?

If you don't want a payment from the Settlement, and you want to keep the right to sue or continue to sue Breckenridge on your own about the legal and factual issues and claims in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

On or before August 18, 2025, you must mail a letter or other written document to the Claim Administrator requesting exclusion from the Settlement Class. Your request must include:

- Your name, address, telephone number, Social Security or Tax Identifier Number and date of birth;
- A copy of your driver's license, other government-issued identification and if applicable to an incompetent person, documentation establishing authority to act such as estate letters or power of attorney;
- A statement that "I wish to exclude myself from the Settlement Class in *Boyer v. Breckenridge Pharmaceutical, Inc.*, No. 2:24-CV-06514-JKS-JBC." (or substantially similar clear and unambiguous language); and
- Your signature by hand, and the date on which you signed it (even if represented by an attorney at law).

You must mail your exclusion (opt-out) request, postmarked on or before August 18, 2025, addressed to:

Boyer v. Breckenridge Pharmaceuticals Claims Administrator
Attention: Exclusions
P.O. Box 301132
Los Angeles, CA 90030-1132

Your request to exclude yourself (opt out) is not effective unless and until the Court grants Final Approval and the order approving the Settlement, and the time to file any motions to alter or amend the Settlement or appeal the order approving the Settlement has passed, or, if any such motions or appeals are filed, upon their final resolution.

You can't exclude yourself on the phone or by email. If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Breckenridge in the future.

24. If I do not exclude myself (opt out), can I sue Breckenridge and the other released parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Breckenridge or any other Released Parties as defined in the Settlement Agreement for the claims that this Settlement resolves. If you have a pending lawsuit against Breckenridge or a Released Party, speak to your lawyer in that lawsuit immediately.

You must exclude yourself from this Settlement Class to pursue or continue your own lawsuit against Breckenridge or any other Released Party concerning economic injury arising from the purchase of Breckenridge duloxetine between August 4, 2020, and May 22, 2025. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Class Action relating to the Settlement. Remember, the exclusion (opt-out) deadline is **August 18, 2025**.

25. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not complete online or send in a Claim Submission Form asking for payment. You may, however, sue, continue to sue, or be part of a different lawsuit against Breckenridge or the other Released Parties in the Settlement.

THE LAWYERS REPRESENTING YOU

26. Do I have a lawyer in this case?

Yes. “Class Counsel” are listed below and represent all of the common interests of the Class Members. They are the lawyers who filed and prosecuted the lawsuit and negotiated the Settlement. You will not be charged any fee for the services provided by these lawyers. See Question 27 below.

THE BLOCK FIRM LLC

Aaron K. Block

Max Marks

309 East Paces Ferry Road NE, Suite 400

Atlanta, GA 30305

(404) 997-8419

aaron@blockfirmllc.com

max.marks@blockfirmllc.com

To be clear, however, Class Counsel listed above **are not** responsible for and will not represent you in your individual claim for Settlement payment.

You are not obligated to hire your own lawyer. However, if you want to be represented by your own lawyer, you may hire one at your own expense. See Question 27 below.

27. How will the lawyers be paid?

There are two groups of lawyers who may seek compensation.

The first is Class Counsel. Class Counsel will ask the Court for an award of attorneys’ fees and reasonable costs. Breckenridge has agreed to pay Class Counsel fees and costs as awarded by the Court. These fees and incurred costs will be paid separately by Breckenridge and not from any amounts payable to Settlement Class Members. Settlement Class Members will have an opportunity to comment on and/or object to this request at an appropriate time. Ultimately, the award of attorneys’ fees and reasonable costs to be paid by Breckenridge is subject to the approval of the Court. Breckenridge will also separately pay the costs of administering the Settlement.

The second group (“Second Group”) of lawyers are those who may be retained by you to represent you individually in this Class Action or submit your claim to the Claim Administrator. **YOU DO NOT NEED TO HIRE A LAWYER.** However, if you decide to do so, that lawyer will likely seek compensation for his or her services.

The fees, if any, for the Second Group of lawyers are separate and distinct from the fees that will be paid to Class Counsel. The Second Group of lawyers are also referred to as Non-Class Counsel. Typically, these fees are paid on a percentage of the recovery basis. A fee paid to the Second Group of lawyers referenced above would be the sole responsibility of the Class Member who hired them. If you do not hire your own lawyer in this Second Group, you will not be responsible for the fees of any lawyer from this Second Group hired by any other Class Member.

28. Is the Class Representative being paid any compensation for her services?

The Class Representative will seek a Class Representative incentive award of up to \$1,500 for her services as the Class Representative in bringing the Class Action. The Class Representative incentive award is subject to Court approval. In addition, the Class Representative may make a claim for relief in the same manner as, and subject to the same requirements of, any Class Member under the Settlement.

OBJECTING TO THE SETTLEMENT

29. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don't 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 stating that you object to the Settlement in *Boyer v. Breckenridge Pharmaceutical, Inc.*, No. 2:24-CV-06514-JKS-JBC. Be sure to include your name, address, telephone number, your signature, the reasons why you object to the Settlement, whether you intend to appear at the Fairness Hearing, and the name and address of the lawyer, if any, representing you in this case and/or your objection. Mail the objection to all of the addresses listed below. Objections must be postmarked no later than **August 18, 2025**.

Office of the Clerk
U.S. District Court, District of New Jersey
Martin Luther King Building & U.S. Courthouse
50 Walnut Street, Room 4015
Newark, NJ 07101

Aaron K. Block
The Block Firm LLC
309 East Paces Ferry Road NE, Suite 400
Atlanta, GA 30305

Melissa O'Donnell
Kyle A. Dolinsky
Troutman Pepper Locke LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103

If you object, Plaintiff and Defendant have the right to take your deposition to determine whether you have standing to object and otherwise to evaluate your objection.

30. What's the difference between objecting to the Settlement and excluding yourself (opting out) from the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. If the Settlement is approved, you will still be bound by the Settlement. Excluding yourself (opting out) is telling the Court that you don't want to be part of the Class. If you exclude yourself (opt out), you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a telephonic Fairness Hearing at 2:00 PM on September 23, 2025. The dial-in number will be posted on the Settlement Website and the public docket before the Fairness Hearing. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and the amount of any incentive award to the Class Representative. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

32. Do I need to attend the hearing?

No. Class Counsel will answer questions that Judge Clark may have. But you are welcome to attend. If you send an objection, you don't have to attend the hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

33. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating that it is your “Notice of Intention to Appear in *Boyer v. Breckenridge Pharmaceutical, Inc.*, No. 2:24-CV-06514-JKS-JBC.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **August 18, 2025**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses listed below. You cannot speak at the hearing if you excluded yourself.

Office of the Clerk
U.S. District Court, District of New Jersey
Martin Luther King Building & U.S. Courthouse
50 Walnut Street, Room 4015
Newark, NJ 07101

Aaron K. Block
The Block Firm LLC
309 East Paces Ferry Road N, Suite 400
Atlanta, GA 30305

Melissa O'Donnell
Kyle A. Dolinsky
Troutman Pepper Locke LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103

IF YOU DO NOTHING

If you do nothing and do not submit a claim, you will be deemed a Settlement Class Member, but you will get no money from this Settlement. If you are a Settlement Class Member and do not exclude yourself, then you will not ever be able to start a lawsuit against Breckenridge or any of the Released Parties for economic injuries from purchasing Breckenridge duloxetine between August 4, 2020, and May 22, 2025, or for economic injuries from purchasing Breckenridge duloxetine subject to a Product Recall initiated after May 22, 2025 due to the conduct alleged in the Class Action.

GETTING MORE INFORMATION

34. Are there more details about this Settlement?

This Notice summarizes the proposed Settlement. More details are available in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Aaron K. Block, The Block Law Firm LLC, 309 East Paces Ferry Road NE, Suite 400, Atlanta, GA 30305, or by visiting www.BoyerSettlement.com.

35. How do I get more information?

You can call 1-833-688-8988 toll-free; write to:

Boyer v. Breckenridge Pharmaceuticals Claims Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

or visit the website at www.BoyerSettlement.com where you will find answers to common questions about the Settlement, a Claim Submission Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

IMPORTANT DATES AND CONTACT INFORMATION	
EXCLUSION (OPT-OUT) DEADLINE	August 18, 2025
OBJECTION DEADLINE	August 18, 2025
START OF THE CLAIMS PERIOD	35 days after Final Order and Judgment (assuming no appeals). Class Counsel and Breckenridge anticipate the Final Order and Judgment will be entered shortly after the Fairness Hearing on September 23, 2025. Please check the Settlement Website for updates.
DEADLINE TO SUBMIT A CLAIM	60 days after the Claims Period Opens. Please check the Settlement Website for updates.
CLAIM ADMINISTRATOR	<i>Boyer v. Breckenridge Pharmaceuticals</i> Claims Administrator P.O. Box 301132 Los Angeles, CA 90030-1132
CLASS COUNSEL	THE BLOCK FIRM LLC Aaron K. Block Max Marks 309 East Paces Ferry Road NE, Suite 400 Atlanta, GA 30305 (404) 997-8419 aaron@blockfirmllc.com max.marks@blockfirmllc.com

QUESTIONS? CALL 1-833-688-8988 TOLL-FREE, OR VISIT www.BoyerSettlement.com