EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: CHANTIX (VARENICLINE) MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION II	22-MD-3050 (KPF) 22-MC-3050 (KPF)

CLASS ACTION SETTLEMENT AGREEMENT

This agreement ("Settlement Agreement") is entered into by and among (i) Consumer Plaintiffs Juan Abreu, Teresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill, Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Debra Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, Shannon Webb a/k/a Shannon Alicea (the "Consumer Plaintiffs");[1] (ii) Third-Party Payor Plaintiffs County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund (the "TPP Plaintiffs," and collectively with the Consumer Plaintiffs, the "Plaintiffs"); (iii) the Settlement Class (as defined herein); and (iv) Defendant Pfizer Inc. ("Pfizer" or "Defendant"). The Plaintiffs and Defendant are collectively referred to herein as the "Parties." This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court.

[1] Clarence Massey is listed as a plaintiff in the Complaint (ECF No. 40 at ¶ 40), however Mr. Massey is deceased and is therefore not a Plaintiff for purposes of this Settlement Agreement. Mary Allen also is listed as a plaintiff in the Complaint (*see* ECF No. 40 at ¶ 25), however on August 2, 2023 she voluntarily dismissed her claims (ECF No. 47) and on August 4, 2023 was terminated as a plaintiff (ECF No. 48), and is therefore not a Plaintiff for purposes of this Settlement Agreement. Candace Fish and Anthony Ellis are identified as plaintiffs on the docket, but are not listed as plaintiffs in the Complaint and therefore also are not Plaintiffs for purposes of this Settlement Agreement. (*See generally* ECF No. 40.)

RECITALS

A. On December 22, 2022, the United States Judicial Panel on Multidistrict Litigation issued a Transfer Order initiating this multi-district litigation in the United States District Court for the Southern District of New York. (ECF No. 1.)

B. On May 1, 2023, the Court appointed interim lead and liaison counsel for the proposed classes. (*See* ECF No. 39.)

C. On May 5, 2023, Plaintiffs filed the operative Consolidated Master Class Action Complaint (the "Complaint"). The material allegations of the Complaint focused on Defendant's manufacture and sale of its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. (*See* ECF No. 40.) Plaintiffs asserted claims for: (1) breach of express warranties; (2) breach of implied warranties; (3) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*; (4) fraud (affirmative misrepresentation, omission, and concealment); (5) negligent misrepresentation and omission; (6) violation of state consumer protection laws; (7) negligence; (8) negligence per se; and (9) unjust enrichment.

D. On June 20, 2023, Defendant filed a Motion to Dismiss the Complaint (*see* ECF Nos. 42–45, & 50), and on August 4, 2023, Plaintiffs opposed the motion (*see* ECF No. 49).

E. On May 28, 2024 and May 6, 2025, the Court granted in part and denied in part Defendant's Motion to Dismiss. *In re Chantix (Varenicline) Mktg., Sales Pracs. and Prods. Liab. Litig.*, 735 F. Supp. 3d 352, 370, 379-86 (S.D.N.Y. 2024); 1:22-md-3050 at ECF No. 83.

F. Thereafter, the Parties commenced fact discovery. The Parties exchanged written discovery and document productions, including Defendant's and Plaintiffs' substantial completion of their document productions. Plaintiffs reviewed over 250,000 documents totaling approximately 2.11 million pages produced by Defendant and third parties. Plaintiffs also served 118 requests for production of documents, 7 interrogatories and 95 requests for admission upon

Defendant. Defendant served 71 requests for production of documents upon each Consumer Plaintiff and 73 to 86 requests for production of documents upon each TPP Plaintiff, 16 interrogatories upon each Consumer Plaintiff and 17 to 21 interrogatories upon each TPP Plaintiff, and 41 requests for admission upon each Consumer Plaintiff and 143 requests for admission upon each TPP Plaintiff. Plaintiffs also subpoenaed 7 third parties (SQA, Express Scripts, Apotex, Medimpact, Walgreens, Roquette, and Caremark) and Defendant subpoenaed 6 third parties (Walgreens, Walmart, CVS, Express Scripts, OptumRx, and MedImpact) for relevant documents and data. Defendant deposed several Consumer Plaintiffs; and Plaintiffs deposed a Pfizer employee pursuant to Rule 30(b)(1).

G. Thereafter, the Parties and their counsel conducted arms-length negotiations, including a full-day mediation on March 11, 2026 before mediator Fouad Kurdi, and agreed to settle the remaining claims against Defendant.

H. Defendant believes that the remaining claims have no merit and that it would have prevailed at summary judgment and/or at trial; and that Plaintiffs would not have been able to certify a litigation class under the requirements of Rule 23 of the Federal Rules of Civil Procedure ("FRCP"). Defendant denies, and continues to deny, any wrongdoing whatsoever; and has denied, and continues to deny, that it committed, or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded that it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement is a compromise of disputed claims. The Settlement Agreement, any related documents, and any negotiations relating to or supporting the Settlement Agreement shall not be construed as or deemed to be evidence of, an admission, or a concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties,

with respect to any claim of fault or liability or wrongdoing or damage whatsoever, or with respect to the certifiability of a litigation class.

I. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant though class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs and Defendant, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Settlement Agreement set forth herein, that the Action and all claims of the Settlement Class shall be finally and fully settled, compromised, and dismissed on the merits and with prejudice, subject to Court approval as required by FRCP 23, on the terms and conditions set forth herein.

The recitals stated above are true and accurate and are hereby made a part of this Settlement Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "Action" means *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050, pending in the United States District Court for the Southern District of New York. The United States Judicial Panel on Multidistrict Litigation centralized this Action on December 22, 2022, which at the time consisted of eight related matters in various districts, including cases filed by Consumer Plaintiffs Debra Seeley (*Seeley v. Pfizer, Inc.* (N.D. Cal. Case No. 3:21-07892)), Douglas Houghton (*Houghton v. Pfizer, Inc.* (S.D. Fla. Case No. 1:21-23987)), Tara Evans (*Evans v. Pfizer Inc.* (S.D. Ill. Case No. 3:21-01263)), Juan Abreu (*Abreu v. Pfizer Inc.* (S.D.N.Y. Case No. 1:22-cv-01433)), Albert Edwards (*Edwards v. Pfizer, Inc.* (E.D. Pa. Case No. 2:21-04275)), Karen Duff (*Duff v. Pfizer, Inc.* (W.D. Pa. Case No. 2:21-01350)), and TPP Plaintiffs MSP Recovery Claims Series 44, LLC and MSP Recovery Claims, Series LLC (*MSP Recovery Claims Series 44, LLC, et al. v. Pfizer, Inc.* (S.D.N.Y. Case No. 1:22-cv-09837)), and County of Monmouth (*County of Monmouth v. Pfizer, Inc.* (D.N.J. Case No. 3:22-02050)), as well as eight additional potential tag-along actions filed by plaintiffs James Jacobson (*Jacobson v. Pfizer, Inc.* (C.D. Cal. Case No. 2:21-cv-7961)), Daniel Spence and Carita Thompson (*Spence, et al. v. Pfizer, Inc.* (N.D. Ill. Case No. 1:21-cv-6324)), Tammy LaMotte (*LaMotte v. Pfizer, Inc.* (D. Minn. Case No. 0:22-cv-2325)), Kathleen Lima (*Lima v. Pfizer, Inc.* (D. Minn. Case No. 0:22-cv-2243)), Shannon Webb a/k/a Shannon Alicea (*Webb v. Pfizer, Inc.* (S.D.N.Y. Case No. 1:21-cv-8344)), Daphne Walter (D. Or. Case No. 3:22-cv-1708)), Teresa Baptiste (*Baptiste v. Pfizer, Inc.* (E.D. Pa. Case No. 2:22-cv-3647)), and Timothy Bleeker (E.D. Wash. Case No. 2:22-cv-277)). (*See* ECF No. 1.) On January 17, 2023, TPP Plaintiff Ohio

Carpenters filed a related action against Defendant (*Ohio Carpenters' Health Fund v. Pfizer, Inc.* (S.D.N.Y. Case No. 1:23-cv-00396)) that was transferred to MDL-3050.

1.2 "Alternate Judgment" means a form of final judgment that may be entered by the Court herein, but in a form other than the form of Judgment provided for in this Settlement Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.3 "Approved Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted timely and in accordance with the directions and instructions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member physically or signed by the Settlement Class Member electronically subject to the discretion of, and per criteria established by, the Settlement Administrator; and (d) approved by the Settlement Administrator pursuant to the provisions of this Settlement Agreement.

1.4 "Available Settlement Fund" means the Settlement Fund less any Settlement Administration Expenses, any Service Awards to the Plaintiffs, any Fee and Expense Award to Class Counsel, any taxes paid on the Settlement Fund (including any interest or penalties thereon and related tax expenses or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns), and any other costs, fees, or expenses approved by the Court to be paid from the Settlement Fund.

1.5 "Cash Award" means the cash compensation, payable by the Settlement Administrator from the Settlement Fund on a pro rata basis, that each Settlement Class Member who submits an Approved Claim shall be entitled to receive.

1.6 "Claim Forms" means the documents substantially in the form attached hereto as Exhibit 5 (for consumers) & 6 (for third-party payors), as approved by the Court. The Claim

Forms, to be completed by Settlement Class Members who wish to file a claim for payment, shall be available in electronic and paper format in the manner described below.

1.7 "Claim Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than ninety (90) Days after Preliminary Approval. The Claim Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice, Settlement Website and Claim Forms.

1.8 "Class Counsel" means the following law firms designated Co-Lead and Liaison Counsel:

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1.9 "Court" means the United States District Court for the Southern District of New York, The Honorable Katherine Polk Failla presiding, or any judge who shall succeed her as the judge in this Action.

1.10 "Days" means calendar days, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. When computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday or federal or State of New York legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or federal or State of New York legal holiday.

1.11 "Defendant's Counsel" means Loren H. Brown, Matthew Holian, Jessica Wilson, and Colleen Carey Gulliver of DLA Piper LLP (US).

1.12 "Effective Date" means the date ten (10) Days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.13 "Escrow Account" means the separate, interest-bearing escrow account to be established by Class Counsel under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendant into the Escrow Account in accordance with the terms of this Settlement Agreement. The Escrow Agent, at the direction of Class Counsel, shall invest any funds in the Escrow Account only in eligible investments, meaning obligations or securities issued or guaranteed by the United States Government or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an agency thereof, including any mutual funds or similar funds invested solely in such obligations or securities. The Escrow Agent (unless otherwise instructed by Class Counsel) shall reinvest the proceeds of these obligations or securities as they mature in similar instruments at their then-current market rates. Interest earned on the money deposited into the Escrow Account shall be part of the Settlement

Fund. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.14 "**Fee and Expense Award**" means the amount of attorneys' fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.15 **"Final"** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee and Expense Award or Service Awards, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.16 **"Final Approval Hearing"** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee and Expense Award, and the Service Awards to the Plaintiffs.

1.17 **"Final Judgment"** means the order and judgment entered by the Court giving approval to the terms of this Settlement Agreement as fair, reasonable, and adequate, certifying a class for settlement purposes, providing for the orderly performance and enforcement of the terms of this Settlement Agreement, discharging the Released Parties of and from all further liability for the Released Claims to the Releasing Parties, and permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or in any other

capacity of any kind whatsoever, any action in any state court, federal court, or any other tribunal, forum, or proceeding of any kind, against the Released Parties that asserts any Released Claims.

1.18 "Notice" means the long and short form notices to be disseminated to consumer members of the Settlement Class and the long and short form notices to be disseminated to third-party payor members of the Settlement Class informing them about the terms of the Settlement Agreement, their right to participate in this Settlement, to opt out, or to object to same, and to appear at the Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Settlement Agreement, is consistent with the requirements of due process, FRCP 23, and is substantially in the form of Exhibits 1 & 2 (for consumers) and 3 & 4 (for third-party payors) hereto.

1.19 "Notice Date" means the date by which the Notice set forth in Paragraph 1.18 is sent by the Settlement Administrator, which shall be no later than twenty-eight (28) Days after Preliminary Approval.

1.20 "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than ninety (90) Days after Preliminary Approval, or such other date as ordered by the Court.

1.21 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, affiliates, parents, predecessors, successors, representatives, or assigns, subsidiaries, insurers, and their past, present and future directors, officers, shareholders, members, faculty, employees, agents, and attorneys both individually and in their capacities as directors, officers, shareholders, members, employees,

agents, and attorneys. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.22 "Preliminary Approval" means the Court's preliminary certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.23 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court for approval in conjunction with Plaintiffs' motion for preliminary approval of the Settlement Agreement and attached hereto as Exhibit 7.

1.24 "Released Claims" means to the full extent allowed by law, any and all causes of action, claims, damages, equitable relief, legal relief, and demands or rights for economic losses, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, or based on any contract, statute, regulation, or common law that have been, could have been, may be, or could be alleged or asserted now or in the future, all demands, rights, damages, obligations, suits, debts, liens, and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including Unknown Claims under federal, state, or any other law or regulation as of the notice date, by Plaintiffs and all Settlement Class Members against the Released Parties in the Action or in any other court action or before any administrative body, tribunal or arbitration panel arising out of or related to the Plaintiffs' and the Settlement Class Members' purchase and/or payment for Chantix. The Released Claims do not encompass any claims for medical monitoring or personal injury related to the purchase or use of Chantix.

1.25 "Released Parties" means Defendant Pfizer, and each and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and each and all of their respective current, future, and former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, any trust of which Defendant is a settlor, trustee or beneficiary, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

1.26 "Releasing Parties" means Plaintiffs and those Settlement Class Members who do not validly and timely opt out of the Settlement Class, and all those who claim through them or who assert or could assert claims on their behalf.

1.27 "Service Award" means any Court-approved award to the Plaintiffs, in their capacity as individual class representatives, as set forth in Paragraph 8.3, and payable by the Settlement Administrator from the Settlement Fund.

1.28 "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator including *inter alia* providing Notice (including Class Action Fairness Notice ("CAFA Notice"), processing claims, responding to inquiries from members of the Settlement Class, calculating Cash Awards, mailing checks, and related services regarding the implementation of Notice and claims administration.

1.29 "Settlement Administrator" means A.B. Data, Ltd. or such other reputable administration company that has been selected jointly by the Parties, with Defendant's agreement to same not unreasonably withheld, and approved by the Court to perform the duties set forth in this Settlement Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund, overseeing the distribution of Notice, as well as the processing and payment of any claims to the Settlement Class as set forth in this Settlement Agreement, handling all approved payments

out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.30 "Settlement Class" means all individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

1.31 "Settlement Class Member" means an individual who falls within the Settlement Class as set forth above and who has not submitted a timely and valid request for exclusion.

1.32 "Settlement Fund" means the non-reversionary cash fund that shall be established by Defendant in the total amount of $44,000,000 to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any Service Awards to Plaintiffs, any Fee and Expense Award to Class Counsel, any taxes paid on the Settlement Fund (including any interest or penalties thereon and related tax expenses or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns), and any other costs, fees or expenses approved by the Court. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund, and Class Counsel shall be responsible for the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Settlement Agreement. The payment of the Settlement Fund amount by, or on behalf of, Defendant fully discharges the Defendant and the

other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Settlement Class Member, or any other Person, under this Settlement Agreement. In no event shall the total monetary obligation with respect to this Settlement on behalf of Defendant exceed $44,000,000.

1.33 "Settlement Website" means the dedicated website listed in Paragraph 4.1(e) and created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the long-form Notices and the Claim Forms.

1.34 "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from

those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Defendant shall pay an advance on the Settlement Administration Expenses in the amount of $500,000 to the Escrow Account within twenty (20) Days of Preliminary Approval as long as Class Counsel provides information for the Escrow Account at least seven (7) Days prior to the date of payment. In the event the Settlement fails to become final and effective for any reason, including without limitation if the Final Judgment is reversed, vacated, or modified in any material respect following any appeal taken therefrom, the Settlement Administrator shall return the unused portion of the payment advance to Defendant.

(b) Defendant shall pay into the Escrow Account the remaining amount of the Settlement Fund ($43,500,000) within twenty (20) Days after Final Judgment.

(c) For Consumers: Documentation should be submitted with the Claim Forms to support each claim as provided in this Settlement Agreement and approved by the Court. The Settlement Administrator may require documentation to support any claim. The Settlement Administrator will review the Claim Forms and supporting documentation with particular attention to the possibility of fraudulent or mistaken claims, and at its discretion may require wet signatures or additional documentation or information. Upon determination of a valid claim, a consumer Settlement Class Member shall receive a pro rata distribution from the Settlement Fund based on the amount they paid. Total payments to consumer Settlement Class Members will be capped at 20% of the Available Settlement Fund. If the amount of payments to consumer Settlement Class Members would exceed this cap, the total award shall be reduced on a pro rata basis based on the

amount paid by each consumer Settlement Class Member so that it will not exceed 20% of the Available Settlement Fund.

(d) For Third-Party Payors: Third-Party Payor Settlement Class Members shall submit Claim Forms and documentation of their payments for Chantix as provided in this Settlement Agreement and approved by the Court. The Settlement Administrator may require additional documentation to support any claim. The Settlement Administrator will review the Claim Forms and supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. After payment of the consumer claims as provided above, the remainder of the Available Settlement Fund shall be distributed to each valid third-party payor Settlement Class Member on a pro rata basis according to the total amount of the qualifying and documented payments.

(e) The Settlement Administrator shall pay from the Available Settlement Fund all Cash Awards to those Settlement Class Members with Approved Claims by check or electronic payment, at the Settlement Class Member's election. Payments of Cash Awards to all Settlement Class Members with Approved Claims shall be made as soon as practicable after the Effective Date.

(f) To the extent that any Settlement Class Members do not claim their Cash Awards within 180 Days of issuance, such unclaimed funds shall be redistributed on a *pro rata* basis (after first deducting any necessary Settlement Administration Expenses from such unclaimed funds) to all Settlement Class Members who claimed their payments.

(g) To the extent a secondary distribution would be infeasible, any unclaimed funds shall, subject to Court approval, revert to a not-for-profit, 501(c)(3) charitable organization, or another not-for-profit organization(s) proposed jointly by the Parties and approved by the Court.

(h) Subject to the provisions pertaining to the termination or cancellation of the Settlement, as set forth in Paragraph 9, no portion of the Settlement Fund shall revert back to Defendant.

3. RELEASE.

3.1 Upon the Effective Date and by operation of the Final Judgment, the Releasing Parties shall have, fully, finally, and forever released, relinquished, and discharged against the Released Parties all Released Claims (including, without limitation, any Unknown Claims), as well as any claims arising out of, relating to, or in connection with, the defense, settlement or resolution of this Action or the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Notice to Third-Party Payors.* No later than 28 Days after entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit 3 via email to all third-party payor Settlement Class Members for whom a valid email address is available. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, if possible, use reasonable efforts to correct any issues that may have caused the "bounce-back" to occur, including to identify any potential alternative email addresses, or make a second attempt to re-send the email notice.

(b) In addition to direct notice, custom banner ads in a form approved by both Parties and directed at third-party payor Settlement Class Members will run on selected websites agreed upon by the Parties. The banner ads will include a link to the Settlement Website.

(c) *Notice to Consumers.* Notice to consumer Settlement Class Members shall be provided on websites, banner ad and/or social media platforms in a form approved by both Parties and chosen by the Settlement Administrator and accessible to desktop and mobile users,

as well as via keyword search sponsorships, so that overall notice of the Settlement is reasonably calculated to apprise the Settlement Class Members of the Settlement. Such notice shall begin no later than twenty-eight (28) Days after Preliminary Approval. No later than one hundred and five (105) Days after Preliminary Approval, the Settlement Administrator shall submit a declaration to the Court under penalty of perjury explaining how the media were chosen and attesting to the number of impressions delivered.

(d) *Media Notice.* In addition to the forms of notice described above, the Settlement Administrator will distribute a news (press) release via *PR Newswire*'s US1 Newsline.

(e) *Settlement Website.* Prior to Notice being disseminated, the Settlement Administrator shall also set up a dedicated Settlement Website (www.ChantixSettlement.com), which shall provide Settlement Class Members with ability to file Claim Forms online. Copies of this Settlement Agreement, the long-form Notices, and other pertinent documents and Court filings pertaining to the Settlement (including the motion for attorneys' fees upon its filing), shall be provided on the Settlement Website. The Notices provided on the Settlement Website shall be substantially in the form of Exhibits 2 & 4 hereto.

(f) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) Days after the Settlement Agreement is filed with the Court, Defendant, with the Settlement Administrator acting on their behalf, shall cause to be served upon the Attorneys General of each U.S. State and territory in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted

in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by mail or e-mail to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Settlement Agreement pursuant to Paragraph 4.2 must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) 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 (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by timely submitting a request for exclusion on the Settlement Website or sending a written request

to the address identified in the Notice. Any such request for exclusion must be personally signed by the individual Settlement Class Member seeking exclusion and be submitted on the Settlement Website or be postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. No digital signatures or Docusign signatures will be allowed. To exercise the right to be excluded, a Person who would otherwise be a Settlement Class Member must timely submit a request for exclusion on the Settlement Website or send a written request for exclusion to the Settlement Administrator that contains his/her name and address, that he/she purchased Chantix from September 29, 2015 through September 17, 2021. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved. Any Settlement Class Member who timely and validly elects to be excluded from this Settlement Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. Any request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be submitted on the Settlement Website by 11:59 P.M., Eastern Standard Time, on the date specified in the Notice and on the Settlement Website, or be postmarked or received by the date specified in the Notice and Settlement Website. The Settlement Administrator shall report the names and addresses of all Persons and entities requesting exclusion to the Court and Class Counsel no later than one hundred and five (105) Days after Preliminary Approval.

4.6 The Final Approval Hearing shall be no earlier than one hundred and twenty (120 Days after Preliminary Approval. Papers in support of final approval of the Settlement Agreement shall be filed no later than one hundred and five (105) Days after Preliminary Approval.

4.7 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Settlement Agreement, timely and validly seek exclusion from the Settlement Class, will be bound by all of the terms of this Settlement Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Settlement Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.8 The Parties, Released Parties, Class Counsel, and Defendant's Counsel agree that they will make no effort to solicit or otherwise encourage potential Settlement Class Members to exclude themselves from the Settlement.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing requests for exclusion from the Settlement, and disbursing funds from the Settlement Fund in a rational, responsive, cost effective, and timely manner. The terms of this Settlement Agreement, upon approval by the Court, shall at all times govern the scope of the services to be provided by the Settlement Administrator to administer the Settlement, and the terms of any separate contract or agreement entered into between the Settlement Administrator and Class Counsel, Defendant's Counsel, or Defendant to administer the Settlement shall be consistent in all material respects with the terms of this Settlement Agreement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices

and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with reports containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and Defendant's Counsel with drafts of all CAFA Notices, Settlement Website postings or language, or other communications with the Settlement Class, at least five (5) Days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on case-by-case basis; and

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for fraud and deny Claim Forms where there is evidence of fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions or directions on the Claim Form or is submitted after the Claim Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21)

Days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3. Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of the Settlement Fund to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.4. All taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns shall be timely paid from the Settlement Fund and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Settlement Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the payment of taxes or tax expenses.

5.5 All Settlement Administration Expenses shall be timely paid from the Settlement Fund and without further order of the Court. Prior to the Effective Date, Class Counsel may pay up to $500,000 in Settlement Administration Expenses out of the Settlement Fund without further

order of the Court. After the Effective Date, Class Counsel may pay all Settlement Administration Expenses as incurred without further order of the Court.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.1–9.3 below, Defendant or Plaintiffs, on behalf of the Settlement Class, shall have the right, but not the obligation, to terminate this Settlement Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) Days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Settlement Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Settlement Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; (v) the date upon which an Alternate Judgment, as defined in Paragraphs 1.2 and 9.1(d) of this Settlement Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (vi) the date upon which any Party is in material breach of the terms hereof subject to Paragraph 9.2 of this Settlement Agreement.

7. PRELIMINARY APPROVAL ORDER AND FINAL JUDGMENT.

7.1 As Ordered by the Court, on or before May 18, 2026, Class Counsel shall submit this Settlement Agreement together with its exhibits to the Court and shall move the Court for Preliminary Approval of the Settlement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Plaintiffs as class representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notices for dissemination substantially in the form of Exhibits 1, 2, 3, and 4 hereto. The Preliminary Approval Order substantially in the form of Exhibit 7 shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications

and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Settlement Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

7.2 At the time of the submission of this Settlement Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and finally approve the Settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all the Settlement Class Members and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions; and declare the Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs, Releasing Parties, and Settlement Class Members;

(c) find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and

sufficient notice to all Persons entitled to receive notice; and (4) meets all applicable requirements of the FRCP, the Due Process Clause of the United States Constitution, and the rules of the Court;

(d) find that the Plaintiffs as class representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES, AND CLASS REPRESENTATIVES' SERVICE AWARDS.

8.1 The Parties have reached no agreement on the amount of attorneys' fees and expenses that Class Counsel will seek. Pursuant to Rule 23(h) of the FRCP, Class Counsel will file a motion for an award of reasonable attorneys' fees up to one-third (33.33%) of the Settlement Fund, plus reimbursement of costs and expenses incurred in litigating the Action which will be

determined by the Court as the Fee and Expense Award. Class Counsel shall file their papers supporting the Fee and Expense Award with the Court and the Settlement Administrator shall post them to the Settlement Website no later than 75 Days after Preliminary Approval. Defendant will have the right to oppose the amount of attorney's fees, costs, and expenses sought by Class Counsel but not Class Counsel's entitlement to fees under the Settlement Agreement. Payment of the Fee and Expense Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund.

8.2 The Fee and Expense Award shall be payable within ten (10) Days after the Effective Date, subject to Class Counsel providing all payment routing information and tax identification numbers for Class Counsel. Payment of the Fee and Expense Award shall be made from the Settlement Fund by wire transfer to Class Counsel in accordance with wire instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to W-9 forms.

8.3 Class Counsel intends to file a motion for Court approval of Service Awards to the Plaintiffs, to be paid from the Settlement Fund, in addition to any funds the Plaintiffs stand to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Plaintiffs will seek up to: (1) $15,000 each for the TPP Plaintiffs; (2) $5,000 each for Consumer Plaintiffs as Service Awards. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such Service Awards shall be paid from the Settlement Fund (in the form of a check to the Plaintiffs that is sent care of Class Counsel), within ten (10) Days after the Effective Date.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

(a) The Parties and their counsel have executed this Settlement Agreement;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Settlement Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the FRCP, and has entered the Final Judgment, or a judgment consistent with this Settlement Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Settlement Agreement is not approved by the Court, or the Settlement set forth in this Settlement Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Settlement Agreement, may terminate this Settlement Agreement on notice to all of the Parties and Settlement Class Members. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee and Expense Award to be requested by Class Counsel and/or the Service Awards to be requested for the Plaintiffs, as set forth in Section 8 above, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

9.3 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1–9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Settlement Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

10. ADDITIONAL PROVISIONS.

10.1 Best Effort to Obtain Court Approval. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement and, if necessary, on appeal.

10.2 Final and Complete Resolution. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by the Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by the Plaintiffs or other

Settlement Class Members or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.3 Reliance on Counsel. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 No Admission of Liability. Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Settlement Agreement nor the Settlement contained herein or any term, provision or definition therein, nor any act or communication performed, or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Settlement Agreement or the Settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs or other Settlement Class Members, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement amount or the Fee and Expense Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning (including but not limited to the definitions of the Settlement Class) as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against the Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against the Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 Effect of Certification of Settlement Class. The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Settlement Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any Person in the Settlement Class, or any other Person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

10.6. Tax Consequences and Liability. No Person or entity shall have any claim against the Plaintiffs, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Settlement Agreement. The Parties and their respective counsel and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, the Plaintiffs, the Settlement Class, or Class Counsel, or any losses incurred in connection therewith.

10.7. Communications with Defendant's Customers and Other Members of the Public. Defendant reserves the right to communicate with users of Chantix and members of the public in the ordinary course of business. Defendant will refer any inquiry initiated by a Settlement Class Member about this Settlement to the Settlement Administrator where possible. The Parties and their counsel agree that no Party or counsel shall make any disparaging public announcements about the other.

10.8 Effect of Headings. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.9 Waiver. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

10.10 Exhibits to Settlement Agreement. All of the exhibits to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.11 Entire Agreement. This Settlement Agreement and its exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.12 Costs. Except as otherwise provided herein, each Party shall bear its own costs.

10.13 No Assignment. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

10.14 Authorization to Execute Settlement Agreement. Each counsel or other Person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.15 Execution by Counterparts. This Settlement Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.16 Binding Effect. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.17 Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Settlement Agreement. All proceedings with respect to the administration, processing and determination of Claim Forms and settlement payments and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claim Forms and settlement payments, shall be subject to the jurisdiction of the Court.

10.18 Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10.19 No Primary Drafter of Settlement Agreement. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. None of the Parties shall be considered to be the primary drafter of this Settlement Agreement. Because all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

10.20 Stay of Proceedings. The Parties shall request that upon entry of the Preliminary Approval Order, all proceedings in the Action shall be stayed and all Settlement Class Members shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Parties unless and until they submit a valid request for exclusion from this Settlement.

10.21 Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision.

10.22 Reasonable Extensions. The Parties may agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

10.23 Variance in Terms. In the event of any variance between the terms of this Settlement Agreement and any of the exhibits hereto, the terms of this Settlement Agreement shall control and supersede the Exhibit(s).

10.24 Confidentiality of Discovery Materials and Information. The Parties, their counsel, and any experts in the Action agree that any discovery materials and information exchanged in this Action shall remain confidential. Within sixty (60) Days after the Effective Date, Class Counsel and Plaintiffs shall destroy all confidential documents, data and information, and all copies thereof in their possession, custody, or control, provided by Defendant to Class Counsel or anyone they employed or retained in the Action. As soon as reasonably practicable,

but no later than seventy-five (75) Days after the Effective Date, Class Counsel shall deliver a letter to Defendant certifying their compliance with this Paragraph. As of the Effective Date, Class Counsel and Plaintiffs agree that Defendant may discontinue the litigation hold process and preservation in connection with the Action.

10.25 Notice to Parties. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Ruben Honik and David J. Stanoch, HONIK LLC 1515 Market St., Suite 1100, Philadelphia, PA 19102, Charles E. Schaffer LEVIN SEDRAN & BERMAN LLP, 510 Walnut Street, Suite 500, Philadelphia, PA 19106, Joseph P. Guglielmo, SCOTT + SCOTT ATTORNEYS AT LAW LLP, The Helmsley Bldg., 230 Park Ave. 24th Floor New York, NY 10169; Loren H. Brown, DLA Piper LLP, 1251 Avenue of the Americas, 27th Floor, New York, NY 10020.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]

IT IS SO AGREED TO BY THE PARTIES:

Dated: 5/15/2026

JUAN ABREU

Signed by:
By: _____
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Juan Abreu, individually and as representative of the Settlement Class

Dated: _____

TERESA BAPTISTE

By: _____
Teresa Baptiste, individually and as representative of the Settlement Class

Dated: _____

TIMOTHY BLEEKER

By: _____
Timothy Bleeker, individually and as representative of the Settlement Class

Dated: _____

HAROLD BRADLEY

By: _____
Harold Bradley, individually and as representative of the Settlement Class

Dated: _____

SHARON CARROLL

By: _____
Sharon Carroll, individually and as representative of the Settlement Class

Dated: _____

KAREN DUFF

By: _____
Karen Duff, individually and as representative of the Settlement Class

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____ **JUAN ABREU**

By:_____
Juan Abreu, individually and as representative of the Settlement Class

Dated: 5/15/2026 **TERESA BAPTISTE**

DocuSigned by:
By: _____
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Teresa Baptiste, individually and as representative of the Settlement Class

Dated: _____ **TIMOTHY BLEEKER**

By:_____
Timothy Bleeker, individually and as representative of the Settlement Class

Dated: _____ **HAROLD BRADLEY**

By:_____
Harold Bradley, individually and as representative of the Settlement Class

Dated: _____ **SHARON CARROLL**

By:_____
Sharon Carroll, individually and as representative of the Settlement Class

Dated: _____ **KAREN DUFF**

By:_____
Karen Duff, individually and as representative of the Settlement Class

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____ **JUAN ABREU**

By:_____
Juan Abreu, individually and as representative of the Settlement Class

Dated: _____ **TERESA BAPTISTE**

By:_____
Teresa Baptiste, individually and as representative of the Settlement Class

Dated: 5/15/2026 **TIMOTHY BLEEKER**

Signed by:
By:_____
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Timothy Bleeker, individually and as representative of the Settlement Class

Dated: _____ **HAROLD BRADLEY**

By:_____
Harold Bradley, individually and as representative of the Settlement Class

Dated: _____ **SHARON CARROLL**

By:_____
Sharon Carroll, individually and as representative of the Settlement Class

Dated: _____ **KAREN DUFF**

By:_____
Karen Duff, individually and as representative of the Settlement Class

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____ **JUAN ABREU**

By:_____
Juan Abreu, individually and as representative of the Settlement Class

Dated: _____ **TERESA BAPTISTE**

By:_____
Teresa Baptiste, individually and as representative of the Settlement Class

Dated: _____ **TIMOTHY BLEEKER**

By:_____
Timothy Bleeker, individually and as representative of the Settlement Class

Dated: 5/15/2026 **HAROLD BRADLEY**

Signed by:
By:_____
04E2FFE2051742D...
Harold Bradley, individually and as representative of the Settlement Class

Dated: _____ **SHARON CARROLL**

By:_____
Sharon Carroll, individually and as representative of the Settlement Class

Dated: _____ **KAREN DUFF**

By:_____
Karen Duff, individually and as representative of the Settlement Class

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____ **JUAN ABREU**

By:_____
Juan Abreu, individually and as representative of the Settlement Class

Dated: _____ **TERESA BAPTISTE**

By:_____
Teresa Baptiste, individually and as representative of the Settlement Class

Dated: _____ **TIMOTHY BLEEKER**

By:_____
Timothy Bleeker, individually and as representative of the Settlement Class

Dated: _____ **HAROLD BRADLEY**

By:_____
Harold Bradley, individually and as representative of the Settlement Class

Dated: 5/15/2026 **SHARON CARROLL**

By: DocuSigned by: 22602CCD47DB43D...
Sharon Carroll, individually and as representative of the Settlement Class

Dated: _____ **KAREN DUFF**

By:_____
Karen Duff, individually and as representative of the Settlement Class

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____ **JUAN ABREU**

By:_____
Juan Abreu, individually and as representative of the Settlement Class

Dated: _____ **TERESA BAPTISTE**

By:_____
Teresa Baptiste, individually and as representative of the Settlement Class

Dated: _____ **TIMOTHY BLEEKER**

By:_____
Timothy Bleeker, individually and as representative of the Settlement Class

Dated: _____ **HAROLD BRADLEY**

By:_____
Harold Bradley, individually and as representative of the Settlement Class

Dated: _____ **SHARON CARROLL**

By:_____
Sharon Carroll, individually and as representative of the Settlement Class

Dated: 5/16/2026 **KAREN DUFF**

By: DocuSigned by: Karen Duff 4A63A0E2AA2D4D6...
Karen Duff, individually and as representative of the Settlement Class

Dated: 5/18/2026

ALBERT EDWARDS

DocuSigned by:

By: _____
67F88719338D431...

Albert Edwards, individually and as representative of the Settlement Class

Dated: _____

TARA EVANS

By: _____

Tara Evans, individually and as representative of the Settlement Class

Dated: _____

LILLIAN FORREST

By: _____

Lillian Forrest, individually and as representative of the Settlement Class

Dated: _____

KIMBERLY HILL

By: _____

Kimberly Hill, individually and as representative of the Settlement Class

Dated: _____

VALERIE HOGUE

By: _____

Valerie Hogue, individually and as representative of the Settlement Class

Dated: _____

DOUGLAS HOUGHTON

By: _____

Douglas Houghton, individually and as representative of the Settlement Class

Dated: _____ **ALBERT EDWARDS**

By:_____
Albert Edwards, individually and as representative of the Settlement Class

Dated: 5/18/2026 **TARA EVANS**

DocuSigned by:
By: Tara M. Evans
E1BEAC3E920A48F...
Tara Evans, individually and as representative of the Settlement Class

Dated: _____ **LILLIAN FORREST**

By:_____
Lillian Forrest, individually and as representative of the Settlement Class

Dated: _____ **KIMBERLY HILL**

By:_____
Kimberly Hill, individually and as representative of the Settlement Class

Dated: _____ **VALERIE HOGUE**

By:_____
Valerie Hogue, individually and as representative of the Settlement Class

Dated: _____ **DOUGLAS HOUGHTON**

By:_____
Douglas Houghton, individually and as representative of the Settlement Class

Dated: _____ **ALBERT EDWARDS**

By:_____
Albert Edwards, individually and as representative of the Settlement Class

Dated: _____ **TARA EVANS**

By:_____
Tara Evans, individually and as representative of the Settlement Class

Dated: 5/15/2026 **LILLIAN FORREST**

DocuSigned by:
By: LILLIAN FORREST
948F01CBE8A0465...
Lillian Forrest, individually and as representative of the Settlement Class

Dated: _____ **KIMBERLY HILL**

By:_____
Kimberly Hill, individually and as representative of the Settlement Class

Dated: _____ **VALERIE HOGUE**

By:_____
Valerie Hogue, individually and as representative of the Settlement Class

Dated: _____ **DOUGLAS HOUGHTON**

By:_____
Douglas Houghton, individually and as representative of the Settlement Class

Dated: _____ **ALBERT EDWARDS**

By:_____
Albert Edwards, individually and as representative of the Settlement Class

Dated: _____ **TARA EVANS**

By:_____
Tara Evans, individually and as representative of the Settlement Class

Dated: _____ **LILLIAN FORREST**

By:_____
Lillian Forrest, individually and as representative of the Settlement Class

Dated: 5/18/2026 **KIMBERLY HILL**

By: Signed by: _____
181ECFCD5A8B4BC...
Kimberly Hill, individually and as representative of the Settlement Class

Dated: _____ **VALERIE HOGUE**

By:_____
Valerie Hogue, individually and as representative of the Settlement Class

Dated: _____ **DOUGLAS HOUGHTON**

By:_____
Douglas Houghton, individually and as representative of the Settlement Class

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By:_____
Albert Edwards, individually and as representative of the Settlement Class

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Lillian Forrest, individually and as representative of the Settlement Class

Dated: _____ **KIMBERLY HILL**

By:_____
Kimberly Hill, individually and as representative of the Settlement Class

Dated: 5/15/2026 **VALERIE HOGUE**

Signed by:
By: C1FAC33ED913472...
Valerie Hogue, individually and as representative of the Settlement Class

Dated: _____ **DOUGLAS HOUGHTON**

By:_____
Douglas Houghton, individually and as representative of the Settlement Class

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By:_____
Valerie Hogue, individually and as representative of the Settlement Class

Dated: 5/15/2026 **DOUGLAS HOUGHTON**

Signed by:
By:_____
60633E36629D49B...
Douglas Houghton, individually and as representative of the Settlement Class

Dated: 5/15/2026

JAMES JACOBSON

DocuSigned by:

By: 442437763E44459...

James Jacobson, individually and as representative of the Settlement Class

Dated: _____

TAMMY LAMOTTE

By: _____

Tammy LaMotte, individually and as representative of the Settlement Class

Dated: _____

KATHLEEN LIMA

By: _____

Kathleen Lima, individually and as representative of the Settlement Class

Dated: _____

DEBORAH SEELEY

By: _____

Deborah Seeley, individually and as representative of the Settlement Class

Dated: _____

DANIEL SPENCE

By: _____

Daniel Spence, individually and as representative of the Settlement Class

Dated: _____

HAZEL TAYLOR

By: _____

Hazel Taylor, individually and as representative of the Settlement Class

Dated: _____ **JAMES JACOBSON**

By:_____
James Jacobson, individually and as representative of the Settlement Class

Dated: 5/15/2026 **TAMMY LAMOTTE**

DocuSigned by:
By:_____
C690001783AF42C...
Tammy LaMotte, individually and as representative of the Settlement Class

Dated: _____ **KATHLEEN LIMA**

By:_____
Kathleen Lima, individually and as representative of the Settlement Class

Dated: _____ **DEBORAH SEELEY**

By:_____
Deborah Seeley, individually and as representative of the Settlement Class

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By:_____
Daniel Spence, individually and as representative of the Settlement Class

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By:_____
Hazel Taylor, individually and as representative of the Settlement Class

Dated: _____ **JAMES JACOBSON**

By:_____
James Jacobson, individually and as representative of the Settlement Class

Dated: _____ **TAMMY LAMOTTE**

By:_____
Tammy LaMotte, individually and as representative of the Settlement Class

Dated: 5/15/2026 **KATHLEEN LIMA**

Signed by:
By: kathleen lima
3D6CA5BC2F1A4F2...
Kathleen Lima, individually and as representative of the Settlement Class

Dated: _____ **DEBORAH SEELEY**

By:_____
Deborah Seeley, individually and as representative of the Settlement Class

Dated: _____ **DANIEL SPENCE**

By:_____
Daniel Spence, individually and as representative of the Settlement Class

Dated: _____ **HAZEL TAYLOR**

By:_____
Hazel Taylor, individually and as representative of the Settlement Class

Dated: _____ **JAMES JACOBSON**

By:_____
James Jacobson, individually and as representative of the Settlement Class

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By:_____
Tammy LaMotte, individually and as representative of the Settlement Class

Dated: _____ **KATHLEEN LIMA**

By:_____
Kathleen Lima, individually and as representative of the Settlement Class

Dated: 5/18/2026 **DEBRA SEELEY**

Signed by:
By:_____
815063037734418...
Debra Seeley, individually and as representative of the Settlement Class

Dated: _____ **DANIEL SPENCE**

By:_____
Daniel Spence, individually and as representative of the Settlement Class

Dated: _____ **HAZEL TAYLOR**

By:_____
Hazel Taylor, individually and as representative of the Settlement Class

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By:_____
James Jacobson, individually and as representative of the Settlement Class

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By:_____
Tammy LaMotte, individually and as representative of the Settlement Class

Dated: _____ **KATHLEEN LIMA**

By:_____
Kathleen Lima, individually and as representative of the Settlement Class

Dated: _____ **DEBORAH SEELEY**

By:_____
Deborah Seeley, individually and as representative of the Settlement Class

Dated: 5/15/2026 **DANIEL SPENCE**

Signed by:
By:_____
41FCDC5965CC4E3...
Daniel Spence, individually and as representative of the Settlement Class

Dated: _____ **HAZEL TAYLOR**

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Hazel Taylor, individually and as representative of the Settlement Class

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James Jacobson, individually and as representative of the Settlement Class

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Dated: _____ **DANIEL SPENCE**

By:_____
Daniel Spence, individually and as representative of the Settlement Class

Dated: 5/15/2026 **HAZEL TAYLOR**

By: Signed by: _____
ADB97CD0892048C...
Hazel Taylor, individually and as representative of the Settlement Class

Dated: 5/15/2026

CARITA THOMPSON

DocuSigned by:
By: Carita Thompson
38815FA13618425...
Carita Thompson, individually and as representative of the Settlement Class

Dated: _____

DAPHNE WALTER

By:_____
Daphne Walter, individually and as representative of the Settlement Class

Dated: _____

SHANNON ALICEA

By:_____
Shannon Alicea, individually and as representative of the Settlement Class

Dated: _____

COUNTY OF MONMOUTH, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

MSP RECOVERY CLAIMS SERIES 44, LLC, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

MSP RECOVERY CLAIMS, SERIES LLC, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

CARITA THOMPSON

By:_____
Carita Thompson, individually and as representative of the Settlement Class

Dated: 5/15/2026

DAPHNE WALTER

DocuSigned by:
By: Daphne Walter
25D08765180A484...
Daphne Walter, individually and as representative of the Settlement Class

Dated: _____

SHANNON ALICEA

By:_____
Shannon Alicea, individually and as representative of the Settlement Class

Dated: _____

COUNTY OF MONMOUTH, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

MSP RECOVERY CLAIMS SERIES 44, LLC, individually and as representative of the Settlement Class

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Name:_____

Title:_____

Dated: _____

MSP RECOVERY CLAIMS, SERIES LLC, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

CARITA THOMPSON

By:_____
Carita Thompson, individually and as representative of the Settlement Class

Dated: _____

DAPHNE WALTER

By:_____
Daphne Walter, individually and as representative of the Settlement Class

Dated: 5/15/2026

SHANNON ALICEA

Signed by:
By: _____
D5553FD68FAB455...
Shannon Alicea, individually and as representative of the Settlement Class

Dated: _____

COUNTY OF MONMOUTH, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

MSP RECOVERY CLAIMS SERIES 44, LLC, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

MSP RECOVERY CLAIMS, SERIES LLC, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

DAPHNE WALTER

By:_____
Daphne Walter, individually and as representative of the Settlement Class

Dated: _____

SHANNON ALICEA

By:_____
Shannon Alicea, individually and as representative of the Settlement Class

Dated: 5-14-26

COUNTY OF MONMOUTH, individually and as representative of the Settlement Class

By: Teri O'Connor

Name: Teri O'Connor

Title: County Administrator

Dated: _____

MSP RECOVERY CLAIMS SERIES 44, LLC, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

MSP RECOVERY CLAIMS, SERIES LLC, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: _____

OHIO CARPENTERS' HEALTH FUND, individually and as representative of the Settlement Class

Dated: _____

DAPHNE WALTER

By:_____
Daphne Walter, individually and as representative of the Settlement Class

Dated: _____

SHANNON ALICEA

By:_____
Shannon Alicea, individually and as representative of the Settlement Class

Dated: _____

COUNTY OF MONMOUTH, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: 5/21/2026

MSP RECOVERY CLAIMS SERIES 44, LLC, individually and as representative of the Settlement Class

By: Signed by: Gabriel Dominguez 0B2E3C6E40EC4CE...

Name: Gabriel Dominguez Valiente

Title: Authorized Representative

Dated: 5/21/2026

MSP RECOVERY CLAIMS, SERIES LLC, individually and as representative of the Settlement Class

By: Signed by: Gabriel Dominguez 0B2E3C6E40EC4CE...

Name: Gabriel Dominguez Valiente

Title: Authorized Representative

Dated: _____

Central Midwest Regional Council of Carpenters

Welfare Fund, f/k/a OHIO CARPENTERS' HEALTH FUND, individually and as representative of the Settlement Class

By: Matt McGriff (May 14, 2026 19:01:58 EDT)

Name: Matt McGriff

Title: Chairman

Dated: _____

PFIZER INC.

By: _____

Name: _____

Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: _____

HONIK LLC

By: _____
Ruben Honik
David J. Stanoch, Of Counsel
HONIK LLC
1515 Market St., Suite 1100
Philadelphia, PA 19102
Phone (267) 435-1300
ruben@honiklaw.com
david@honiklaw.com

By: _____
Charles E. Schaffer
LEVIN SEDRAN & BERMAN LLP
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Phone (215) 592-1500
cschaffer@lfsblaw.com

By: _____
Joseph P. Guglielmo
SCOTT + SCOTT ATTORNEYS AT LAW LLP
The Helmsley Bldg.,
230 Park Avenue
24th Floor
New York, NY 10169

Phone (215) 223-4478
jguglielmo@scott-scott.com

Class Counsel

Dated: _____

DLA PIPER LLP

By:_____

Loren H. Brown
Loren.Brown@us.dlapiper.com
Colleen Carey Gulliver
Colleen.gulliver@us.dlapiper.com
DLA PIPER LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Tel: (212) 335-4500

Matthew A. Holian
matt.holian@us.dlapiper.com
Jessica C. Wilson
jessica.wilson@us.dlapiper.com
DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, Massachusetts 02110-1447
Tel: (617) 406-6009

Attorneys for Defendant Pfizer

Title:_____

Dated: _____

Central Midwest Regional Council of Carpenters Welfare Fund, f/k/a OHIO CARPENTERS' HEALTH FUND, individually and as representative of the Settlement Class

By:_____

Name:_____

Title:_____

Dated: May 22, 2026

PFIZER INC.

By: Amanda T. Perez

Name: Amanda Perez

Title: VP & Chief Counsel, Civil Litigation

IT IS SO STIPULATED BY COUNSEL:

Dated: _____

HONIK LLC

By:_____
Ruben Honik
David J. Stanoch, Of Counsel
HONIK LLC
1515 Market St., Suite 1100
Philadelphia, PA 19102
Phone (267) 435-1300
ruben@honiklaw.com
david@honiklaw.com

By:_____
Charles E. Schaffer
LEVIN SEDRAN & BERMAN LLP
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Phone (215) 592-1500
cschaffer@lfsblaw.com

By:_____
Joseph P. Guglielmo

SCOTT + SCOTT ATTORNEYS AT LAW LLP
The Helmsley Bldg.,
230 Park Avenue
24th Floor
New York, NY 10169
Phone (215) 223-4478
jguglielmo@scott-scott.com

Class Counsel

Dated: May 22, 2026

DLA PIPER LLP

By: _____

Loren H. Brown
Loren.Brown@us.dlapiper.com
Colleen Carey Gulliver
Colleen.gulliver@us.dlapiper.com
DLA PIPER LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Tel: (212) 335-4500

Matthew A. Holian
matt.holian@us.dlapiper.com
Jessica C. Wilson
jessica.wilson@us.dlapiper.com
DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, Massachusetts 02110-1447
Tel: (617) 406-6009

Attorneys for Defendant Pfizer

EXHIBIT 1
(Consumer Short Form Notice)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig. (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

If You Paid Any Amount of Money For Retail Purchases of Chantix in the United States and Its Territories from September 29, 2015 through September 17, 2021, You May Be Entitled to a Payment From a Class Action Settlement.

A Settlement has been reached in a putative class action lawsuit claiming that Defendant Pfizer, Inc. ("Pfizer") manufactured and sold its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. Pfizer believes it did nothing wrong and denies that it violated any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.
The Court authorized this notice to be provided to you by email, where available, or United States mail in certain limited circumstances.

WHO'S INCLUDED IN THE SETTLEMENT?

The Settlement Class includes all individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

Detailed information regarding the Class and how to determine your eligibility is available on the settlement website **[ADD].**

THE SETTLEMENT BENEFITS

Pfizer will pay $44,000,000.00 to the Settlement Class Members. Class Member payments, and the cost to notice and administer the Settlement, attorneys' fees (plus litigation costs), and awards to the class representatives will all come out of this fund. The total payment to consumers will be on a *pro rata* basis based on the amount paid by each consumer Settlement Class Member and will be capped at 20% of the Available Settlement Fund, and each consumer's claim will not exceed the total amount paid for Chantix. After payment of the consumer claims, the remainder of the Fund shall be distributed to the Third-Party Payor Class Members (including assignees) on a *pro rata* basis according to the total amount of each Third-Party Payor's qualifying and documented payments.

Complete details can be found at **[INSERT].**

WHAT ARE MY RIGHTS AND OPTIONS

Submit a Claim: To receive a settlement payment, you must submit a Claim Form. You can submit your Claim online at the Settlement Website or download a paper form to mail in. If

possible, include documents to support your claim. Your Claim Form must be submitted online or postmarked by **[CLAIMS DEADLINE]**.

Do Nothing: If you do nothing, you will remain a part of the Settlement Class and Settlement. You will receive no payment under the Settlement, and you will give up your rights to sue Pfizer about the issues in this case.

Opt-Out: Excluding yourself is the only way to keep your right to sue Pfizer over the claims in this case. You won't be bound by the Settlement, but you also won't receive any payment from it, if one is awarded. To opt-out, you must submit an exclusion request to the Settlement Administrator postmarked no later than **[EXCLUSION DEADLINE]**.

Object: If you do not like any part of the Settlement you can object by writing to the Court. You cannot submit both an exclusion request and objection. To object, you must remain a Class Member. If the Court rejects your objection and enters the Final Judgment, you will give up your rights to sue the Pfizer about the issues in this case. If you also wish to receive payment, you must submit a Claim Form. Your objection must be postmarked no later than **[OBJECTION DEADLINE]**.

Final Approval Hearing. The hearing to consider the fairness of the settlement is scheduled for **[INSERT]**. Please note that the fairness hearing date is subject to change without further notice. Complete details about your rights, including detailed requirements to submit a Claim, exclude yourself/opt-out, and to object to the Settlement are available on the Settlement Website **[ADD]**.

Do I have a lawyer in this case? Yes, if you do not exclude yourself by opting out. The Court has appointed Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott+Scott Attorneys at Law LLP to be the attorneys representing the Settlement Class. Class Counsel will petition for attorneys' fees and costs that may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, plus reimbursement of their costs and expenses.

This Notice is only a summary. For more information visit the Settlement Website.

EXHIBIT 2
(Consumer Long Form Notice)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig. (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

If You Paid Any Amount of Money For Retail Purchases of Chantix in the United States and Its Territories from September 29, 2015 through September 17, 2021, You May Be Entitled to a Payment From a Class Action Settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a putative class action lawsuit claiming that Defendant Pfizer, Inc. ("Pfizer") manufactured and sold its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. Pfizer believes it did nothing wrong and denies violating any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

- You are included if you paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021. Persons included in the Settlement will be eligible to receive a *pro rata* portion of up to twenty (20) percent of the Settlement Fund, which will be based on the amount you paid for Chantix.

- Read this notice carefully. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue Pfizer about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you do not like the Settlement.
GO TO THE HEARING ON [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You will not receive a share of the Settlement benefits and will give up your rights to sue Pfizer about the claims in the case.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this putative class action lawsuit and about all of your options, before the

Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Katherine Polk Failla, of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.). The people who sued are called the Plaintiffs. The Defendant is Pfizer.

2. What is a class action?

In a putative class action, one or more people called plaintiffs or class representatives (in this case, Juan Abreu, Teresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill, Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Deborah Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, Shannon Webb a/k/a Shannon Alicea) (the "Consumer Plaintiffs") and Plaintiffs County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund (the "TPP Plaintiffs")) sue on behalf of a group or a "class" of people who have similar claims. If the court determines the case can proceed as a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

Plaintiffs alleged that Pfizer failed to comply with current good manufacturing practices, which resulted in Chantix becoming contaminated with a nitrosamine and asserted claims for: (1) breach of express warranties; (2) breach of implied warranties; (3) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*; (4) fraud (affirmative misrepresentation, omission, and concealment); (5) negligent misrepresentation and omission; (6) violation of state consumer protection laws; (7) negligence; (8) negligence per se; and (9) unjust enrichment. The Court issued prior orders that limited the claims to Plaintiffs' consumer protection claims and certain unjust enrichment and negligent misrepresentation claims to proceed based on the "cGMP Misstatement, *i.e.*, that Defendant misrepresented its adherence to current Good Manufacturing practices in its manufacturing of Chantix." Pfizer believes it did nothing wrong and denies violating any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members are guaranteed to receive compensation, and sooner rather than, if at all, after the completion of a trial.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

> All individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

The following groups have been excluded from the Class in this case:

a. Pfizer, Inc., and its officers, directors, managers, employees, subsidiaries, and affiliates;
b. Government agencies or governmental actors, including, without limitation, any state Attorney General office, and
c. Any entity that previously opted out of the Settlement Class in this Action.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

In consideration of the full and complete release of all Released Claims against Pfizer, and the dismissal of the Lawsuit with prejudice, Pfizer agrees to provide the following consideration to the Settlement Class: Pfizer will pay $44,000,000.00.

The net Settlement Fund available for distribution to the Settlement Class, after deduction of any attorneys' fees, litigation expenses, settlement administration and notice expenses, and class representative service awards that may be ordered by the Court, shall be first allocated between the Consumer Class up to a maximum of 20% of the Available Settlement Fund, with the remainder allocated to third-party payors (described in a separate notice to the Third Party Payor Class); allocation to Consumer Settlement Class Members will be as follows:

> For Consumers: After a determination of the total fund to be allocated to Consumers, each Consumer class member who submits an eligible claim will receive a *pro-rata* share of the funds based on dollars paid as documented in claim forms, and supporting documents submitted, and each consumer's claim will not exceed the total amount paid for Chantix.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking here. [**INSERT HYPERLINK**]

7. How will my payment be determined?

To receive a *pro rata* share of the Settlement, which will be based on the amount you paid for Chantix, you **must** submit a timely and complete Claim Form **no later than [CLAIMS DEADLINE]**. You can file a claim by clicking **[here.]** Claim Forms must be submitted online by 11:59 p.m. EST on **[DATE]** or postmarked and mailed by **[DATE]**. You can contact Class Counsel at **[PLAINTIFFS' COUNSEL TO INSERT]** to inquire as to the number of claims and/or requests for exclusion that have been received to date.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **[FINAL APPROVAL HEARING DATE]**. Please note that the fairness hearing date is subject to change without further notice. If the Court approves the Settlement, there may be appeals. It is always uncertain when appeals will be resolved, and even if no appeals are filed it also takes time for the claims administrator to process all claims and make payments. Please be patient.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **[CLAIMS DEADLINE]**. Claim Forms can be found and submitted by clicking here **[HYPERLINK]**, or by printing and mailing a paper Claim Form, copies of which are available for download here **[HYPERLINK]**.

We also encourage you to submit your claim on-line. Not only is it easier and more secure, but it is completely free and takes only minutes.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Pfizer and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against Pfizer are described in the Settlement Agreement. You will be "releasing" Pfizer and certain of its subsidiaries, affiliates, employees and representatives as described in Section 3 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are "releasing" the claims, regardless of whether you claim your payment or not. The Settlement Agreement is available through the "court documents" link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

Yes, if you do not exclude yourself from the Class by opting out. The Court has appointed Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott+Scott Attorneys at Law LLP to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

Class Counsel will petition for attorneys' fees and costs that may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, plus reimbursement of their costs and expenses. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Plaintiff intends to seek service awards for the Class Representatives from the Settlement Fund in the amount of $15,000 each for TPP Plaintiffs and $5,000 each for Consumer Plaintiffs in recognition for their services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request for exclusion by 11:59 P.M. EST on **[OBJECTION/EXCLUSION DEADLINE]**. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible here **[INSERT HYPERLINK]**) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.) settlement. Your letter or request for exclusion must also include your full name and current address; a statement that you purchased Chantix in the United States and its territories between September 29, 2015 through September 17, 2021; your signature; the name and number of this case; and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must

mail or deliver your exclusion request, postmarked no later than **[OBJECTION/EXCLUSION DEADLINE]**, to the following address:

[ADD]

Any purported group, "mass," or "class-wide" opt-outs shall not be permitted and shall be construed as being submitted only on behalf of the person who actually submitted the request for exclusion or objection. A request for exclusion must be submitted by each Settlement Class Member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Settlement Class Member must be signed by the Settlement Class Member and include proof of the representative's legal authority and authorization to act and object to or request exclusion on behalf of each Settlement Class Member for which the representative requests exclusion.

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

No. Unless you exclude yourself, you give up any right to sue Pfizer for the claims being resolved by this Settlement.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. The deadline to object is **[OBJECTION DEADLINE]**. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.) and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption.

You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Objections must be filed via the Court's electronic filing system, and if not filed via the Court's electronic system, must be mailed, postmarked by the date specified herein, to the Court at the following address:

Clerk of the Court
United States District Court
Southern District of New York
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than **[OBJECTION/EXCLUSION DEADLINE]**.

Class Counsel	Defendant's Counsel
Ruben Honik Honik Law 1515 Market Street, Ste. 110 Philadelphia, PA, 19102	Loren H. Brown DLA Piper LLP 1251 Avenue of the Americas, 27th Floor New York, NY 10020

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can only object if you stay in the Class. Excluding yourself from the Class is telling the Court that 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.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing on _____ at _____ A.M./P.M. in Courtroom __ of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40

Foley Square, New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for service awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at **[INSERT HYPERLINK]** or calling **(800) 000-0000**. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[OBJECTION/EXCLUSION DEADLINE]**, and be sent to the addresses listed in Question 16.

GETTING MORE INFORMATION

21. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at **[ADD]**. You may also write with questions to **[ADD]**. You can call the Settlement Administrator at **[ADD]** or Class Counsel at **[ADD]**, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

EXHIBIT 3
(TPP Short Form Notice)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig. (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

If You are a Third-Party Payor who Paid Any Amount of Money For Retail Purchases of Chantix in the United States and Its Territories from September 29, 2015 through September 17, 2021, You May Be Entitled to a Payment From a Class Action Settlement.

A Settlement has been reached in a putative class action lawsuit claiming that Defendant Pfizer, Inc. ("Pfizer") manufactured and sold its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. Pfizer believes it did nothing wrong and denies violating any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.
The Court authorized this notice to be provided to you by email, where available, or United States mail in certain limited circumstances.

WHO'S INCLUDED IN THE SETTLEMENT?

The Settlement Class includes all third-party payors and individuals who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

Detailed information regarding the Settlement Class and how to determine your eligibility is available on the settlement website [**INSERT**]

THE SETTLEMENT BENEFITS

Pfizer will pay $44,000,000.00 to the Settlement Class Members. Settlement Class Member payments, and the cost to notice and administer the Settlement, attorneys' fees (inclusive of litigation costs), and awards to the class representatives will all come out of this fund. The total payment to consumers will be on a *pro rata* basis based on the amount paid by each consumer Settlement Class Member and will be capped at 20% of the Available Settlement Fund, and each consumer's claim will not exceed the total amount paid for Chantix. After payment of the consumer claims, the remainder of the Fund shall be distributed to the TPP Settlement Class Members (including assignees) on a *pro rata* basis according to the total amount of each Third-Party Payor's qualifying and documented payments.

Complete details can be found at [**INSERT**].

WHAT ARE MY RIGHTS AND OPTIONS

Submit a Claim: To receive a settlement payment, you must submit a Claim Form. You can submit your Claim Form online at the Settlement Website or download a paper Claim Form to mail in. Claim Forms must include supporting documentation. Settlement Class Members are limited to one claim per Settlement Class Member. Related companies such as corporate subsidiaries or affiliates may file claims either separately or combined. A TPP Settlement Class Member or an authorized agent can complete the Claim Form. If both a Settlement Class Member and its authorized agent submit a Claim Form, the Settlement Administrator will only consider the Settlement Class Member's Claim Form. The Settlement Administrator may request supporting documentation. The claim may be rejected if any requested documentation is not provided in a timely manner. However, no more than one claim may be submitted for the same payments. Your Claim Form must be submitted online or postmarked by **[CLAIMS DEADLINE].**

Do Nothing: If you do nothing, you will remain a part of the Settlement Class and Settlement. You will receive no payment under the Settlement, and you will give up your rights to sue Pfizer about the issues in this case.

Opt-Out: Excluding yourself is the only way to keep your right to sue Pfizer over the claims in this case. You won't be bound by the Settlement, but you also won't receive any payment from it, if one is awarded. To opt-out, you must submit an exclusion request to the Settlement Administrator postmarked no later than **[EXCLUSION DEADLINE]**.

Object: If you do not like any part of the Settlement you can object by writing to the Court. You cannot submit both an exclusion request and objection. To object, you must remain a Class Member. If the Court rejects your objection and enters the Final Judgment, you will give up your rights to sue Pfizer about the issues in this case. If you also wish to receive payment, you must submit a Claim Form. Your objection must be postmarked no later than **[OBJECTION DEADLINE]**.

Complete details about your rights, including detailed requirements to submit a Claim Form, exclude yourself/opt-out, and to object to the Settlement are available on the Settlement Website **[INSERT]**.

Final Approval Hearing. The hearing to consider the fairness of the settlement is scheduled for **[INSERT]**. Please note that the fairness hearing date is subject to change without further notice.

Do I have a lawyer in this case? Yes, if you do not exclude yourself by opting out. The Court has appointed Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott+Scott Attorneys at Law LLP to be the attorneys representing the Settlement Class. Class Counsel will petition for attorneys' fees and costs that may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, plus reimbursement of their costs and expenses.

This Notice is only a summary. For more information visit the Settlement Website.

EXHIBIT 4
(TPP Long Form Notice)

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig. (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

If You Are a Third Party Payor who Paid Any Amount of Money For Retail Purchases of Chantix in the United States and Its Territories from September 29, 2015 through September 17, 2021, You May Be Entitled to a Payment From a Class Action Settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a putative class action lawsuit claiming that Pfizer Pfizer Inc. ("Pfizer") manufactured and sold its branded drug Chantix, which Plaintiffs alleged contained an undisclosed nitrosamine. Pfizer believes it did nothing wrong and denies violating any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

- You are included if you paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021. Persons included in the Settlement will be eligible to receive a *pro rata* portion of the Settlement Fund, which will be based on the total amount of qualifying and documented payments.

- Read this notice carefully. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue Pfizer about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you do not like the Settlement.
GO TO THE HEARING ON [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You will not receive a share of the Settlement benefits and will give up your rights to sue Pfizer about the claims in the case.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this putative class action lawsuit and about all of your options, before the

Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Katherine Polk Failla, of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.). The people who sued are called the Plaintiffs. The Defendant is Pfizer.

2. What is a class action?

In a putative class action, one or more people called plaintiffs or class representatives (in this case, Juan Abreu, Teresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill, Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Deborah Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, Shannon Webb a/k/a Shannon Alicea (the "Consumer Plaintiffs") and County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund ("TPP Plaintiffs")) sue on behalf of a group or a "class" of people who have similar claims. If the Court determines the case can proceed as a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

Plaintiffs alleged that Pfizer failed to comply with current good manufacturing practices, which resulted in Chantix becoming contaminated with a nitrosamine and asserted claims for: (1) breach of express warranties; (2) breach of implied warranties; (3) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*; (4) fraud (affirmative misrepresentation, omission, and concealment); (5) negligent misrepresentation and omission; (6) violation of state consumer protection laws; (7) negligence; (8) negligence per se; and (9) unjust enrichment. The Court issued prior orders that limited the claims to Plaintiffs' consumer protection claims and certain unjust enrichment and negligent misrepresentation claims to proceed based on the "cGMP Misstatement, *i.e.*, that Pfizer misrepresented its adherence to current Good Manufacturing practices in its manufacturing of Chantix." Pfizer believes it did nothing wrong and denies violating any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Pfizer should win this case. Instead, both sides agreed to this Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members are guaranteed to receive compensation, and sooner rather than, if at all, after the completion of a trial.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

> All individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

The following groups have been excluded from the Class in this case:

a. Pfizer, Inc., and its officers, directors, managers, employees, subsidiaries, and affiliates;
b. Government agencies or governmental actors, including, without limitation, any state Attorney General office; and
c. Any entity that previously opted out of the Settlement Class in this Action.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

In consideration of the full and complete release of all Released Claims against Pfizer, and the dismissal of the Lawsuit with prejudice, Pfizer agrees to provide the following consideration to the Settlement Class: Pfizer will pay $44,000,000.00.

The net Settlement Fund available for distribution to the Settlement Class, after deduction of any attorneys' fees, litigation expenses, settlement administration and notice expenses, and class representative service awards that may be ordered by the Court, shall be first allocated between consumers (described in a separate notice to the Consumer Class) up to a maximum of 20% of the Available Settlement Fund, with the remainder allocated to third-party payors; allocation to Third-Party Settlement Class Members will be as follows:

> For Third-Party Payors: After a determination of the total fund to be allocated to Third-Party Payors, each Third-Party Payor class member that submits an eligible claim will receive a *pro-rata* share of the funds based on dollars paid as documented in claim forms, and supporting documents submitted.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking here. **[INSERT HYPERLINK]**

7. How will my payment be determined?

Third-Party Payor members (including assignees of TPPs) of the Settlement Class shall submit claim forms documenting their (or their assignors') payments for Pfizer as provided in the Settlement Agreement and approved by the Court. The Claims administrator will review the claim forms and any supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. After payment of the consumer claims as provided above, the remainder of the Fund shall be distributed to each valid TPP member of the class (including assignees) on a *pro rata* basis according to the total amount of each TPP's qualifying and documented payments.

If you are an eligible Class Member, you must submit a Claim Form to receive a Settlement payment. You can submit your Claim online at the Settlement website **[TBA]** or download a paper Claim Form from the website and submit it by mail. You will be required to submit supporting documentation. Assignees of third-party payors may directly submit claims to obtain settlement funds. Such assignee will be treated as if the third-party payor had directly submitted its claims as part of the claims administration process, and it will have the same rights as a third-party payor. Class members are limited to one claim per Class Member. Related companies such as corporate subsidiaries or affiliates may file claims either separately or combined. In no event shall more than one Class Member assert a claim for the same payments. Your Claim Form must be submitted online or postmarked by **[INSERT CLAIM DEADLINE]**.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **[INSERT: FINAL APPROVAL HEARING DATE]**. Please note that the fairness hearing date is subject to change without further notice. If the Court approves the Settlement, there may be appeals. It is always uncertain when appeals will be resolved, and even if no appeals are filed it also takes time for the claims administrator to process all claims and make payments. Please be patient.

HOW TO GET BENEFITS

9. How do I get a payment?

Third Party Payor members (including assignees of TPPs) of the Settlement Class shall submit claim forms documenting their (or their assignors') payments for Chantix as provided in the Settlement Agreement and approved by the Court. The claims administrator will review the claim forms and any supporting documentation with particular attention to the possibility of fraudulent or mistaken claims. After payment

of the consumer claims as provided above, the remainder of the Settlement Fund shall be distributed to each valid TPP member of the class (including assignees) on a *pro rata* basis according to the total amount of each TPP's qualifying and documented payments.

If you are an eligible Class Member, you must submit a Claim Form to receive a Settlement payment. You can submit your Claim online at the Settlement website **[INSERT CLAIM DEADLINE]** or download a paper Claim Form from the website and submit it by mail. You will be required to submit supporting documentation. Class members are limited to one claim per Class Member. A TPP Class Member or an authorized agent can complete this Claim Form. If both a Class Member and its authorized agent submit a Claim Form, the Settlement Administrator will only consider the Class Member's Claim Form. The Settlement Administrator may request supporting documentation. The claim may be rejected if any requested documentation is not provided in a timely manner. In no event shall more than one Class Member assert a claim for the same payments. Your Claim Form must be submitted online or postmarked by **[INSERT CLAIM DEADLINE]**.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Pfizer and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against Pfizer are described in the Settlement Agreement. You will be "releasing" Pfizer and certain of its subsidiaries, affiliates, employees and representatives as described in Section 3 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are "releasing" the claims, regardless of whether you claim your payment or not. The Settlement Agreement is available through the "court documents" link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

Yes, if you do not exclude yourself from the Class by opting out. The Court has appointed Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott+Scott Attorneys at Law LLP to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the

Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

Class Counsel will petition for attorneys' fees and costs that may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, plus reimbursement of their costs and expenses. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Plaintiff intends to seek service awards for the Class Representatives from the Settlement Fund in the amount of $15,000 each for TPP Plaintiffs and $5,000 each for Consumer Plaintiffs for their services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request for exclusion by 11:59 P.M. EST on **[OBJECTION/EXCLUSION DEADLINE]**. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible here **[INSERT HYPERLINK]**) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.) settlement. Your letter or request for exclusion must also include your full name and your current address; a statement that you purchased Chantix in the United States and its territories between September 29, 2015 through September 17, 2021; your signature; the name and number of this case; and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than **[OBJECTION/EXCLUSION DEADLINE]**, to the following address:

[ADD]

Any purported group or "class-wide" opt-outs shall not be permitted and shall be construed as being submitted only on behalf of the person who actually submitted the request for exclusion or objection. A request for exclusion must be submitted by each Settlement Class Member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Settlement Class Member must be signed by the Settlement Class Member and include proof of the representative's legal authority and authorization to act and object to or request exclusion on behalf of each Settlement Class Member for which the representative requests exclusion.

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

No. Unless you exclude yourself, you give up any right to sue Pfizer for the claims being resolved by this Settlement.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. The deadline to object is **[OBJECTION DEADLINE]**. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.) and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Pfizer's Counsel listed below.

Objections must be filed via the Court's electronic filing system, and if not filed via the Court's electronic system, must be mailed, postmarked by the date specified herein, to the Court at the following address:

Clerk of the Court
United States District Court
Southern District of New York
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Pfizer's Counsel, at the addresses below, postmarked no later than **[OBJECTION DEADLINE]**.

Class Counsel	Pfizer's Counsel
Ruben Honik Honik Law 1515 Market Street, Ste. 110 Philadelphia, PA, 19102	Loren H. Brown DLA Piper LLP 1251 Avenue of the Americas, 27th Floor New York, NY 10020

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. If you object only, you will remain in the Class. Excluding yourself from the Class is telling the Court that 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.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing on _____ at _____ A.M./P.M. in Courtroom __ of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for service awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at **[INSERT hyperlink]** or calling **(800) 000-0000**. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.* (No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[OBJECTION DEADLINE]**, and be sent to the addresses listed in Question 16.

GETTING MORE INFORMATION

21. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at **[ADD]**. You may also write with questions to **[ADD]**. You can call the Settlement Administrator at **[ADD]** or Class Counsel at **[ADD]**, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

EXHIBIT 5
(Consumer Claim Form)

In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig. (No. II)
22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.))

INDIVIDUAL CONSUMER CLAIM FORM

YOUR CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE **[TBD]**

Unless otherwise defined herein, capitalized terms contained in this Claim Form have the same meaning as the Class Action Settlement Agreement.

You may be eligible to receive payment from the $44 million Settlement if you submit a timely and valid Claim Form using the Settlement Administrator's website, [**TBA**].

OR

Mail your claim to: Chantix Settlement
[INSERT ADDRESS]

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT BY INDIVIDUAL CONSUMERS. IF YOU ARE A THIRD-PARTY PAYOR, PLEASE FILL OUT THE THIRD-PARTY PAYOR FORM

Section A: Claimant Identification

Claimant's Name

Agent/Legal Representative

Street Address

City State Zip

Mobile Telephone Number Email Address*

*By providing your email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.

Unless you affirmatively select alternative means for payment, all settlement payments will be digitally sent to you via email. Please ensure you provide a current, valid email address and mobile phone number with your claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment.

Section B: Confirmation of Settlement Class Membership

In order to be eligible to file a Claim Form and receive a settlement payment from the proposed Settlement, you must be a person who paid for Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

Several groups are excluded from the Settlement Class and are not eligible to file a Claim Form and receive a settlement payment from the proposed Settlement, even if they otherwise meet the definition above. The following groups are excluded from Class:

a. Any person or entity who is an officer, director, manager, employee of Pfizer, Inc.;

b. Government agencies or governmental actors, including, without limitation, any state Attorney General office;

c. Consumers whose only purchases of Chantix occurred before September 29, 2015 or after September 17, 2021; and

d. Any person who has previously opted out of the Settlement Class in this case.

□ By checking this box, I confirm that I have read the definition of the Settlement Class and I am not excluded from participating in the proposed Settlement.

Section C: Purchase Information

Provide the total number of Chantix prescriptions that you purchased AND the total amount of your out-of-pocket expenditure (i.e., health insurance or pharmacy copayment, coinsurance or deductible) for purchases of Chantix between September 29, 2015 and September 17, 2021:

Number of Chantix prescriptions:	
Total amount of out-of-pocket expenditure you paid for the Chantix prescriptions identified above:	$

Were the Chantix purchases identified above made using some form of insurance benefit that covered some of the costs of those purchases: Yes _____ No _____ (please check one).

If you used some form of insurance benefit, identify the name(s) of your insurer(s) and your policy number: _____

_____

Section D: Note Regarding Documentation

You do not need to provide any documentation at this time. However, the Settlement Administrator may ask for additional proof supporting your claim. Any one of the following is acceptable as claim documentation for the purchase information set forth in Section C above, if requested by the Settlement Administrator:

1. An explanation of benefits from your insurance company that shows you paid for Chantix; or
2. Records from your pharmacy showing that you paid for Chantix; or
3. Copies of records showing prescriptions written for Chantix.

Section E: Certification

I have read and am familiar with the contents of this Claim Form. I certify that the information I have set forth above is true, correct and complete to the best of my knowledge. I certify that I or the Settlement Class Member I represent paid the total amount set forth above in out-of-pocket expenditures for Chantix prescriptions between September 29, 2015 and September 17, 2021. I further certify that I or the Settlement Class Member I represent did not opt out of the Settlement Class in this Action. Nor did I or the Settlement Class Member I represent purchase Chantix for purposes of resale.

In addition, I (1) am not a person or entity who is an officer, director, manager, employee of Pfizer, Inc.; and (2) am not a governmental actor, including, without limitation, any state Attorney General office.

I hereby submit to the jurisdiction of the United States District Court for the Southern District of New York for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I acknowledge that any false information or representations contained herein may subject me to sanctions, including the possibility of criminal prosecution. I agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Settlement Administrator. I understand that Claims will be audited for veracity, accuracy, and fraud. Claim Forms that are not valid and/or illegible may be rejected, including but not limited to failure to provide wet signatures if requested by the Settlement Administrator.

I certify under penalty of perjury that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this __ day of _____, 2026.

_____

Signature Print or Type Name

If you have not completed this Claim Form online and submitted it electronically through the Settlement Administrator's website, you must mail the completed Claim Form postmarked on or before **[INSERT CLAIM DEADLINE]**, to the following address:

Chantix Settlement
[INSERT]

Toll-Free Telephone: **[INSERT]** Website: **[INSERT]**

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form.

2. Keep a copy of your Claim Form and supporting documentation for your records.

3. If you move and/or your name changes or you wish to receive payment through alternative means, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement Website or U.S. Mail (the addresses are listed above).

EXHIBIT 6
(TPP Claim Form)

In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.
(No. II) 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

THIRD PARTY PAYOR CLAIM FORM

YOUR CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE **[INSERT CLAIM DEADLINE]**

Unless otherwise defined herein, capitalized terms contained in this Claim Form have the same meaning as the Class Action Settlement Agreement.

You may be eligible to receive payment from the $44 million Settlement if you submit a timely and valid Claim Form using the Settlement Administrator's website, **[TBA]**.

OR

Mail your claim to: Chantix Settlement
[INSERT]

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR, NOT INDIVIDUAL CONSUMERS. IF YOU ARE A CONSUMER, PLEASE FILL OUT THE CONSUMER CLAIM FORM

PART I – CLAIMANT IDENTIFICATION

SECTION A	OR	SECTION B
ONLY IF YOU ARE FILING ON BEHALF OF THE SETTLEMENT CLASS MEMBER COMPANY'S HEALTH PLAN		ONLY IF YOU ARE AN AUTHORIZED AGENT FILING ON BEHALF OF ONE OR MORE THIRD-PARTY PAYOR SETTLEMENT CLASS MEMBERS

Section A: Company or Health Plan Class Member

Company or Health Plan Name

Contact Name

Address 1

Address 2

City State Zip

Area Code – Telephone Number | Tax Identification Number

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since September 29, 2015.

Health Plan Type: (Select one):

☐ Health Insurance Company/HMOHealth Plan ☐ Self-Insured Employee ☐ Self-Insured Health & Welfare Fund

☐ Other (Explain)

Section B: Authorized Agent Only

** As an Authorized Agent, please check how your relationship with the Settlement Class Member(s) is best described:

☐ Third Party Administrator

☐ Pharmacy Benefit Manager

☐ Other (Explain)

Authorized Agent

Company Name

Contact Name

Address 1

Address 2

City | State | Zip

Area Code – Telephone Number | Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every Class Member (i.e., Company or Health Plan) for whom you have been duly authorized to submit this Claim Form (attach additional sheets to this Claim Form as necessary).

Alternatively, you may submit the requested list of Settlement Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file saved on a disk. Please contact the Settlement Administrator to determine what formats are acceptable.

THIRD-PARTY PAYOR'S NAME	THIRD-PARTY PAYOR'S FEIN

PART II – AMOUNT CLAIMED

Please type or print in the box below, the total amount paid or reimbursed for Chantix in the United States and its territories, net of co-pays, deductibles, and co-insurance, from September 29, 2015 through September 17, 2021.

Please note that certain groups have been excluded from the Settlement Class in this case. Do not submit a claim for or on behalf of any of the following excluded groups:

a. Pfizer, Inc., and its officers, directors, managers, employees, subsidiaries, and affiliates ("Defendant")

b. Government agencies or governmental actors, including, without limitation, any state Attorney General office; and

c. Any entity that previously opted out of the Settlement Class in this Action.

CHANTIX PRESCRIPTIONS	TOTAL AMOUNT PAID
Purchases or Reimbursements between September 29, 2015, through September 17, 2021, for Chantix.	$

You must submit claims data and information in support of the purchase amounts stated above. Instructions on how to do so are found in the claims documentation instructions on the Settlement Administrator's website or included with this Claim Form.

PART III – CERTIFICATION

I (We) have read and am (are) familiar with the contents of this Claim Form. I (We) certify that the information I (we) have set forth above and in any documents attached by me (us) are true, correct, and complete to the best of my (our) knowledge. I (We) certify that I (we) or the Third-Party Payor Settlement Class Member(s) that I (we) represent paid the total amount

set forth above in out-of-pocket expenditures for purchases or reimbursements of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021, inclusive. I (We) further certify that I (we) or the Settlement Class Member(s) that I (we) represent did not opt out of the Settlement Class in this Action. Nor did I (we) or the Settlement Class Member(s) purchase Chantix for purposes of resale. In addition, I (we) (1) have not (or the Settlement Class Member has not) served as counsel, officer, director, agent, or employee of Defendant, or a corporate parent, subsidiary, affiliate, or other related entity thereof; and (2) am not a governmental actor, including, without limitation, employed by any state Attorney General office.

To the extent I (we) have been given authority to submit this Claim Form by a Settlement Class Member(s) on its behalf, and accordingly am submitting this Claim Form in the capacity of an authorized agent with authority to submit it by the Settlement Class Member(s) identified on a separate sheet of paper submitted with this Claim Form, and to the extent that I (we) have been authorized to receive payment on behalf of this Settlement Class Member(s). In the event amounts from the Settlement Fund are distributed to me (us) and a Settlement Class Member(s) later claims that I (we) did not have authority to claim and/or receive such amounts on its behalf, I (we) and/or my (our) employer will hold the Settlement Class, Class Counsel, and the Settlement Administrator harmless with respect to any claims made by the Settlement Class Member(s).

I (We) hereby submit to the jurisdiction of the United States District Court for the Southern District of New York for all purposes connected with the Claim Form, including resolution of disputes relating to this Claim Form. I (we) acknowledge that any false information or representations contained herein may subject me (us) to sanctions, including the possibility of criminal prosecution. I (we) agree to supplement this Claim Form by furnishing additional documentary backup for the information provided herein, upon request of the Settlement Administrator. I understand that Claims will be audited for veracity, accuracy, and fraud. Claim Forms that are not valid and/or illegible may be rejected, including but not limited to failure to provide wet signatures if requested by the Settlement Administrator.

I certify under penalty of perjury that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this ___ day of _____, 2026.

_____	_____
Signature	Position/Title
_____	_____
Print Name	Date

If you have not completed this Claim Form online and submitted it electronically through the Settlement Administrator's website, you must mail the completed Claim Form, along with any supporting documentation as described above, postmarked on or before **[INSERT CLAIM DEADLINE]**, to the following address:

Chantix Settlement
[INSERT ADDRESS]

Toll-Free Telephone: **[TBD]** Website: **[TBD]**

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any documentation supporting your claim.

2. Keep a copy of your Claim Form and supporting documentation for your records.

3. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement Website or U.S. Mail (the addresses are listed above).

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re Chantix (Varenicline) Mktg., Sales Pracs. & Prods. Liab. Litig.	Case No. 22-MD-3050 (KPF), 22-MC-3050 (S.D.N.Y.)

INSTRUCTIONS FOR SUBMITTING YOUR THIRD-PARTY PAYOR CLAIM FORM

The information you provide will be kept confidential and will be used only for administering this Settlement. If you have any questions, please call the Settlement Administrator at **[TBA]**.

A Third Party Payor Settlement Class Member or an authorized agent can complete this Claim Form. If both a Settlement Class Member and its authorized agent submit a Claim Form, the Settlement Administrator will only consider the Settlement Class Member's Claim Form. The Settlement Administrator may request supporting documentation. The claim may be rejected if any requested documentation is not provided in a timely manner.

If you are a **Settlement Class Member** submitting a Claim Form on your own behalf, you must provide the information requested in "**Part 1, Section A – COMPANY OR HEALTH PLAN CLASS MEMBER ONLY**," in addition to the other information requested by this Claim Form.

If you are an **authorized agent** of one or more Class Members, you must provide the information requested in "**Part 1, Section B – AUTHORIZED AGENT ONLY**," in addition to the other information requested by this Claim Form.

You may submit a separate Claim Form for each Settlement Class Member, OR you may submit one Claim Form for all such Settlement Class Members as long as you provide the information required for each Settlement Class Member on whose behalf you are submitting the form.

If you are submitting Claim Forms both on your own behalf as a Settlement Class Member AND as an authorized agent on behalf of one or more Settlement Class Members, you should submit one Claim Form for yourself, completing Section A and another Claim Form or Forms as an authorized agent for the other Class Member(s), completing Section B. **Do not submit a Claim Form on behalf of any Settlement Class Member unless that Class Member provided prior authorization to submit the Claim Form.**

In order to qualify to receive a payment from this Settlement, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Proof of Claim form postmarked or filed online by **[INSERT CLAIM DEADLINE]** will prevent you from receiving any payment from this Settlement. Submission of this Claim Form does not ensure that you will share in the payments related to the Settlement. If the Settlement Administrator disputes a material fact concerning your Claim, you will have the right to present information in a dispute resolution process.

CLAIM DOCUMENTATION REQUIREMENTS

You must provide all the information requested in "Part II: Amount Claimed." You must submit claims data and information in support of the purchase amounts stated above. Your claimed purchase amounts of Chantix must be net of co-pays, deductibles, and co-insurance.

If you must submit claims data and information, it is mandatory that you provide the data for all categories listed below. Affidavits that do not include the information listed below will not be accepted.

a) TPP Settlement Class Member's Name

b) Unique patient identification number or code.

c) NDC Number (a list of NDC Numbers is included with this Claim Form) – e.g., 00000-0000-00

d) Fill Date or Date of Service – e.g., 09/30/2019

e) Location (State) of Service – e.g., CA

f) Amount Billed (not including dispensing fee) – e.g., $40.00

g) Amount Paid by TPP net of co-pays, deductibles, and co-insurance – e.g., $20.00

If you are submitting a Claim Form on behalf of multiple Class Members, also provide the following information for each prescription:

h) Plan or Group Name.

i) Plan or Group FEIN – provide group number for each transaction.

Information submitted will be covered by the Protective Order entered by the Court. For your convenience, an exemplar spreadsheet containing these categories is located on the claims documentation instructions page of the Settlement Administrator's website. In addition, an Excel spreadsheet can be downloaded from the Settlement Website, **[TBA]**. Please use this format if possible. A list of the NDCs that will be considered by the Settlement Administrator is provided following the exemplar spreadsheet.

If possible, please provide the electronic data in either Microsoft Excel format or ASCII flat file pipe "|" or tab-delimited or fixed-width format.

Please contact the Settlement Administrator at **[TBA]** with any questions about the required claims data.

EXHIBIT 7
Proposed Preliminary Approval Order

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: CHANTIX (VARENICLINE) MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION II	22-MD-3050 (KPF) 22-MC-3050 (KPF)

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL

WHEREAS, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, (i) Consumer Plaintiffs Juan Abreu, Theresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill, Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Debra Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, Shannon Webb a/k/a Shannon Alicea, (the "Consumer Plaintiffs"); (ii) Third-Party Payor Plaintiffs County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund (the "TPP Plaintiffs," and collectively with the Consumer Plaintiffs, the "Plaintiffs"); (iii) the Settlement Class (as defined herein); and (iv) Defendant Pfizer Inc., defined herein to include each and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and each and all of their respective current, future, and former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, any trust of which Defendant is a settlor, trustee or beneficiary, heirs, executors, administrators, successors, affiliates, and assigns of each of them ("Pfizer" or "Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") seek entry of an order preliminarily approving the settlement of this action pursuant to the Settlement Agreement

fully executed on May 18, 2026 (the "Settlement Agreement"), which, together with its attached exhibits, sets forth the terms and conditions for the proposed Settlement of the Action and dismissal of the Action with prejudice; and

WHEREAS, the Court having read and considered the Settlement Agreement and exhibits attached thereto, and Plaintiffs' Unopposed Motion for Preliminary Approval, Plaintiffs' Motion is GRANTED.

IT IS HEREBY ORDERED as follows:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth therein.

2. This Court has jurisdiction over this litigation, Plaintiffs, all Settlement Class Members, Defendant, and any party to any agreement that is part of, or related, to the Settlement.

3. The Settlement is the product of non-collusive arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the Action, including through discovery and motion practice, and whose negotiations were supervised by an experienced mediator. The Settlement confers substantial benefits upon the Settlement Class and avoids the costs, uncertainty, delays, and other risks associated with continued litigation, trial, and/or appeal. The Settlement falls within the range of possible recovery, compares favorably with the potential recovery when balanced against the risks of continued litigation, does not grant preferential treatment to Plaintiffs, their counsel, or any subgroup of the Settlement Class, and has no obvious deficiencies.

4. The Court preliminarily approves the Settlement as being fair, reasonable, and adequate, and finds that it otherwise meets the criteria for approval, subject to further consideration

at the Final Approval Hearing described below and warrants issuance of notice to the Settlement Class.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds, upon preliminary evaluation and for purposes of Settlement only, that it will likely be able to certify the Settlement Class as follows:

> All individuals and third-party payors who paid any amount of money for retail purchases of Chantix in the United States and its territories from September 29, 2015 through September 17, 2021.

6. The Court preliminarily finds that the Settlement is likely to receive final approval and the Settlement Class will likely be certified. The Court concludes that the Settlement Class satisfies the requirements of Rule 23(a) and (b)(3): (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints Ruben Honik and David J. Stanoch of Honik LLC, Charles E. Schaffer of Levin Sedran & Berman LLP, and Joseph Guglielmo of Scott + Scott Attorneys at Law LLP as Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are satisfied by this appointment.

8. The Court hereby appoints Third-Party Payor Plaintiffs County of Monmouth, MSP Recovery Claims Series 44, LLC, MSP Recovery Claims, Series LLC, and Ohio Carpenters' Health Fund and Consumer Plaintiffs Juan Abreu, Teresa Baptiste, Timothy Bleeker, Harold Bradley, Sharon Carroll, Karen Duff, Albert Edwards, Tara Evans, Lillian Forrest, Kimberly Hill,

Valerie Hogue, Douglas Houghton, James Jacobson, Tammy LaMotte, Kathleen Lima, Debra Seeley, Daniel Spence, Hazel Taylor, Carita Thompson, Daphne Walter, and Shannon Webb a/k/a Shannon Alicea to serve as class representatives on behalf of the Settlement Class.

9. The Court approves the form and content of the Notice. The Court finds that providing notice to the Settlement Class substantially in the manner and form set forth in the Notice Plan described in the Settlement Agreement satisfies due process. The foregoing is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Settlement Class Members entitled to such Notice.

a. Within twenty-eight (28) days after entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Notice to be disseminated to Settlement Class Members in the form and manner set forth in the Settlement Agreement (the "Notice Date"). The Court authorizes the Parties to make non-material modifications to the Notice prior to publication if they jointly agree that any such changes are necessary and reasonable under the circumstances.

b. Prior to Notice being disseminated, the Settlement Administrator shall also set up a dedicated website that will include the Notice, Claim Forms, Settlement Agreement, and other relevant materials.

c. No later than one hundred and five (105) days after Preliminary Approval, the Settlement Administrator shall file with the Court a declaration setting forth the details of the notice provided pursuant to this Order and the Settlement Agreement.

10. The Claim Forms are approved for dissemination to the Settlement Class Members, subject to any non-material changes to which the parties may agree.

11. The Court hereby appoints A.B. Data, Ltd. to serve as the Settlement Administrator to supervise and administer the notice procedures, administer the claims processes, distribute

payments according to the processes and criteria set forth in the Settlement Agreement, and perform any other duties of Notice administration that are reasonably necessary or provided for in the Settlement Agreement, and any applicable Court Orders.

12. If Settlement Class Members do not wish to participate in the Settlement Class, Settlement Class Members may exclude themselves by submitting a request for exclusion. All requests by Settlement Class Members to be excluded from the Settlement Class must be submitted in writing either online through the Settlement Website or mailed to Settlement Administrator at the address specified in the Notice by the date specified in the Preliminary Approval Order and recited in the Notice, which shall be ninety (90) days after Preliminary Approval. The Settlement Administrator shall report the names and addresses of all such persons and entities requesting exclusion to the Court and Class Counsel no later than one hundred and five (105) days after Preliminary Approval, and the list of persons and entities deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Judgment.

13. If a Settlement Class Member wishes to be excluded from the Settlement Class, the Settlement Class Member's written request for exclusion must state in writing the Settlement Class Member's name, address, and that he/she purchased Chantix from September 29, 2015 through September 17, 2021. Any request for exclusion must be personally signed by each person requesting exclusion.

14. No request for exclusion will be valid unless all of the required information described above is included. All Settlement Class Members who exclude themselves from the Settlement Class will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Defendant.

15. Any Settlement Class Member who has not previously submitted a request for exclusion in accordance with the terms of this Settlement Agreement may appear at the Final Approval Hearing to object and argue that the proposed Settlement should not be approved. However, in order to be heard at the Final Approval Hearing, the Settlement Class Member must make an objection in writing and file it, along with a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear"). All objections and Notices of Intention to Appear must be filed with the Court within ninety (90) days after Preliminary Approval, in accordance with the requirements set forth in the Settlement Agreement.

16. To state a valid objection to the Settlement, a Settlement Class Member must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) 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 (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). Objections shall be filed via the Court's electronic filing system, and if not filed via the Court's electronic system, must be mailed, postmarked by the date specified herein, to the Court and also served by first-class mail upon:

Clerk of the Court
United States District Court
Southern District of New York
Thurgood Marshall
United States Courthouse

40 Foley Square
New York, NY 10007

Class Counsel for Consumer and TPP Class:

Ruben Honik
David J. Stanoch
HONIK LAW
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17. Any Settlement Class Member who does not make his or her objections in the manner provided herein shall be deemed to have waived such objections and shall forever be foreclosed from making any objections to the fairness, reasonableness, or adequacy of the proposed Settlement and the judgment approving the Settlement.

18. Objections and requests for exclusion shall be permitted on an individual basis only. Any purported "class-wide" objections or opt-outs will be construed as being submitted only on behalf of the person (defined herein to include a TPP entity) who actually submitted the request for exclusion or objection.

19. The Final Approval Hearing shall be held no earlier than 120 days after Preliminary Approval. The Court hereby schedules the Final Approval Hearing for

_____, at _____ a.m./p.m. in Courtroom 618 of the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007 to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate, whether a judgment should be entered approving such Settlement, and whether Plaintiffs' application for attorneys' fees and expenses, which shall then be allocated to all Plaintiffs' counsel via a common benefit allocation, and for service awards to the class representatives, should be approved. The Court may adjourn and reschedule the Final Approval Hearing without further notice to Settlement Class Members.

20. Plaintiffs' application for an award of attorneys' fees, expenses, and costs and for service awards will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any appeal from any order relating solely to Class Counsel's application for an award of attorneys' fees, costs, and expenses, and/or to Class Counsel's application for service awards, or any reversal or modification of any such order, shall not operate to terminate or cancel the Settlement or to affect or delay the finality of a judgment approving the Settlement.

21. Papers in support of final approval of the Settlement shall be filed no later than one hundred and five (105) days after Preliminary Approval. Papers in support of Plaintiffs' application for attorneys' fees, expenses, and costs and for service awards shall be filed no later than seventy-five days (75) days after Preliminary Approval.

22. Settlement Class Members shall have until ninety (90) days after Preliminary Approval to submit Claim Forms. Claim Forms must be postmarked by that date to be considered timely.

23. If the Settlement fails to become effective in accordance with its terms, or if the Final Judgment is not entered or is reversed or vacated on appeal, this Order shall be null and void,

the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

24. The fact and terms of this Order or the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order or the Settlement, and any act performed or document signed in connection with this Order or the Settlement, shall not, in this or any other Court, administrative agency, arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed to create any inference (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of Defendant to Plaintiffs, the Settlement Class, or anyone else, (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Action, (iv) of any damages or absence of damages suffered by Plaintiffs, the Settlement Class, or anyone else, or (v) that any benefits obtained by the Settlement Class under the Settlement represent the amount that could or would have been recovered from Defendant in this Action if it were not settled at this time. The fact and terms of this Order or the Settlement, and all negotiations, discussions, drafts, and proceedings associated with this Order or the Settlement, including the judgment and the release of the Released Claims provided for in the Settlement Agreement, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the terms of this Order, the Final Judgment, and/or the Settlement.

25. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

26. Pending further order of the Court, this Action, except for the actions taken as outlined in the Settlement Agreement, is hereby STAYED.

IT IS SO ORDERED on this _____ day of _____, 2026.

_____
HONORABLE KATHERINE POLK FAILLA
UNITED STATES DISTRICT JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: $44M Chantix Settlement Ends Class Action Against Pfizer Over Alleged Carcinogen Contamination

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