

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the United States Department of Justice and the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), the Defense Health Agency (“DHA”) acting on behalf of the TRICARE Program, the Office of Personnel Management (“OPM”), which administers the Federal Employees Health Benefits Program (“FEHBP”), the Office of Workers Compensation Programs of the United States Department of Labor (“DOL-OWCP”), and the United States Department of Veterans Affairs (“VA”) (collectively, the “United States”), Relator Hillary Estright (the “Relator”), and CVS Pharmacy, Inc., CVS Rx Services, Inc., Alabama CVS Pharmacy, L.L.C., Alaska CVS Pharmacy, L.L.C., American Drug Stores Delaware, L.L.C., Arizona CVS Stores, L.L.C., Arkansas CVS Pharmacy, L.L.C., Connecticut CVS Pharmacy, L.L.C., CVS 2948 Henderson, L.L.C., CVS Albany, L.L.C., CVS Indiana, L.L.C., CVS Manchester NH, L.L.C., CVS State Capital, L.L.C., CVS Michigan, L.L.C., Idaho CVS Pharmacy, L.L.C., Delaware CVS Pharmacy, L.L.C., District of Columbia CVS Pharmacy, L.L.C., Garfield Beach CVS, L.L.C., Georgia CVS Pharmacy, L.L.C., German Dobson CVS, L.L.C., Grand St. Paul CVS, L.L.C., Highland Park CVS, L.L.C., Holiday CVS, L.L.C., Hook-SuperX, L.L.C., Iowa CVS Pharmacy, L.L.C., Kansas CVS Pharmacy, L.L.C., Kentucky CVS Pharmacy, L.L.C., Longs Drug Stores California, L.L.C., Louisiana CVS Pharmacy, L.L.C., Maryland CVS Pharmacy, L.L.C., Massachusetts CVS Pharmacy, L.L.C., Mississippi CVS Pharmacy, L.L.C., Missouri CVS Pharmacy, L.L.C., Montana CVS Pharmacy, L.L.C., Nebraska CVS Pharmacy, L.L.C., Nevada CVS Pharmacy, L.L.C., New Jersey CVS Pharmacy, L.L.C., North Carolina CVS Pharmacy, L.L.C., Ohio CVS Stores, L.L.C., Oklahoma CVS Pharmacy, L.L.C., Oregon CVS Pharmacy, L.L.C., Pennsylvania CVS Pharmacy, L.L.C., Rhode Island CVS Pharmacy, L.L.C., South Carolina CVS Pharmacy, L.L.C., Tennessee CVS

Pharmacy, L.L.C., Utah CVS Pharmacy, L.L.C., Vermont CVS Pharmacy, L.L.C., Virginia CVS Pharmacy, L.L.C., Warm Springs Road CVS, L.L.C., Washington CVS Pharmacy, L.L.C., West Virginia CVS Pharmacy, L.L.C., Wisconsin CVS Pharmacy, L.L.C., Woodward Detroit CVS, L.L.C., South Wabash CVS, L.L.C., and Washington Lamb CVS, L.L.C. (collectively, the “Defendants”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Defendant CVS Pharmacy, Inc. is a Rhode Island corporation with a principal place of business in Rhode Island that directly or indirectly operates pharmacies throughout the United States. The remaining Defendants are direct or indirect subsidiaries of Defendant CVS Pharmacy, Inc. The Defendants, together with all of their current and former direct or indirect parents, subsidiaries, and corporate predecessors, successors, and assigns—including but not limited to entities operating pharmacies or administering benefits plans—are collectively referred to as “CVS” in this Agreement.¹

B. On October 17, 2019, Relator Hillary Estright filed a *qui tam* action in the United States District Court for the Middle District of Tennessee pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). The Civil Action was subsequently transferred to the District of Rhode Island and is captioned *United States ex rel. Hillary Estright, and on behalf of the State of Florida v. CVS Health Corporation, et al.*, Civil

¹ The Defendants have informed the United States that CVS Bellmore Avenue, L.L.C., Busse CVS, L.L.C., Goodyear CVS, L.L.C., Sheffield Avenue CVS, L.L.C., and Thomas Phoenix, L.L.C. (collectively, the “Merged Defendants”), which were named as defendants in the Civil Action, were merged into other Defendants following the filing of the Civil Action and no longer exist as separate entities. Navarro Discount Pharmacies, Inc. (“Navarro”) was improperly named as a CVS entity in the Complaint in Intervention. Navarro never was an affiliate of CVS. Its assets were acquired by Defendant Holiday CVS, L.L.C. in 2014.

Action No. 22-CV-00222. The United States filed its consolidated complaint in intervention in the Civil Action on December 13, 2024.

C. The United States contends that CVS submitted or caused to be submitted claims for payment to: the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); the Federal Employees Health Benefits Program, 5 U.S.C. §§ 8901-8914 (“FEHBP”); the Federal Employees’ Compensation Act, 5 U.S.C. § 8101 *et seq.* (“FECA”); and the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17. Collectively, these programs are referred to below as the “Federal Healthcare Programs.”

D. As set forth below and in the United States’ Complaint in Intervention, the United States contends that it has certain civil claims against CVS related to its dispensing of controlled substances pursuant to prescriptions that were not valid, were not for a medically accepted indication, were not medically necessary, were not issued for a legitimate medical purpose and/or in the usual course of professional practice, presented red flags that were not resolved or documented, and/or were in violation of the restrictions on refills. The United States contends that by knowingly filling such prescriptions, by administering and/or adjudicating claims for such prescriptions, and by submitting claims for reimbursement to the Federal Healthcare Programs for such prescriptions, CVS caused false claims to be submitted to Federal Healthcare Programs that were not eligible for reimbursement in violation of the False Claims Act (“FCA”) during the period from October 17, 2013 through December 2, 2025 (“the Relevant Time Period”).

The conduct described in this paragraph and paragraph C are referred to below as the “Covered Conduct.” For the avoidance of doubt, the “Covered Conduct” is not limited to the prescription examples listed in the United States’ Complaint in Intervention and its attachments.

E. This Settlement Agreement is neither an admission of liability by CVS nor a concession by the United States that its claims are not well-founded. CVS denies the allegations set forth above and in the United States’ Complaint in Intervention. The claims asserted against CVS in the Complaint in Intervention are allegations only. There has been no determination of liability.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to her reasonable expenses, attorneys’ fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. The Defendants shall pay to the United States \$189 Million (“Settlement Amount”) and interest on the Settlement Amount of 3.63% per Annum from September 8, 2026, of which \$94.5 million is compensatory restitution, no later than ten (10) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided sufficiently in advance of the payment date by the Civil Division of the United States Department of Justice.

2. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and upon the United States’ receipt of the Settlement Amount plus interest due under Paragraph 1, the United States fully and finally releases and forever discharges CVS from all civil and administrative monetary claims the United States has for the Covered Conduct under the False

Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, as amended; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Upon the United States' receipt of the Settlement Amount, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, fully and finally releases and forever discharges CVS, together with CVS's current and former officers, directors, employees, and agents, from all civil monetary claims, for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and from all other claims and liability, known or unknown, in law or in equity, in contract or tort, or under any federal or state statute, regulation, or common law for the Covered Conduct or any past activities or conduct of CVS. Relator reserves any claims for reasonable expenses, attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d), which shall be addressed separately from this Agreement; to the extent any such claim cannot be resolved by agreement, it shall be determined by the court presiding over the Civil Action, upon the filing and service of a motion to recover attorneys' fees, expense, and costs pursuant to 31 U.S.C. § 3730(d).

4. Notwithstanding the releases given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal Healthcare Programs;

- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Liability arising from the government's investigation of CVS in the matter [REDACTED] but, pursuant to the release in Paragraph 2 above, only to the extent such liability relates to or arises from (1) prescriptions filled at pharmacies other than pharmacies operated by CVS or (2) prescriptions for non-controlled substances filled by Defendants; and
- h. Liability in the separately negotiated settlement in the matter [REDACTED].

5. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement and agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). In connection with this Agreement and this Civil Action, Relator and her heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Action in order to dismiss the Civil Action, nor any dismissal of the Civil Action, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relator from sharing in the proceeds of this Agreement. Moreover, the United States and Relator and her heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relator should receive of any proceeds of the settlement of her claim(s), and that no agreements concerning Relator's share have been reached

to date. Any dispute between the United States and any relator (including without limitation the Relator), or his or her heirs, successors, attorneys, agents, or assigns, regarding the share percentage shall have no impact on the Settlement Amount or the Relator's agreement that this Agreement is fair, adequate, and reasonable.

6. The Defendants fully and finally release the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that they have against the Relator related to the Covered Conduct and the Relator's investigation and prosecution thereof, and from all other claims and liability, known or unknown, in law or in equity, in contract or tort, or under any federal or state statute, regulation, or common law for the Covered Conduct or any past activities or conduct of Relator.

7. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor, TRICARE contractor, FEHBP carrier or contractor, DOL contractor, VA contractor, or Medicaid Contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and the Defendants agree not to resubmit to any Medicare, TRICARE, FEHBP carrier or contractor, DOL, or VA contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

8. The Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of CVS, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) CVS's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment the Defendants make to the United States pursuant to this Agreement and any payments that the Defendants may make to Relator, including costs and attorneys' fees

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and FEHBP (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by CVS, and CVS shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by CVS or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: The Defendants further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid fiscal agents and FEHBP carriers, and/or contractors, any Unallowable Costs (as

defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by CVS or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. The Defendants agree that the United States, at a minimum, shall be entitled to recoup from CVS any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by CVS or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on CVS or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine CVS's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

9. This Agreement is intended to be for the benefit of the Parties. The Parties do not release any claims against any other person or entity, except to the extent provided for in this Agreement.

10. The Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their

parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

11. Upon receipt of the payment described in Paragraph 1, above, and the payment required pursuant to the contemporaneous Settlement Agreement to resolve the United States' claims against the Defendants and the Merged Defendants under the Controlled Substances Act, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal with Prejudice of the Civil Action pursuant to Rule 41(a)(1) to dismiss with prejudice all claims against the Defendants and the Merged Defendants.

12. Except for Relator's claim for reasonable expenses, attorneys' fees and costs under 31 U.S.C. § 3730(d) (which is being addressed separately), each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

13. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

14. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Rhode Island. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

15. This Agreement constitutes the complete agreement between the Parties as to the claims described herein. This Agreement may not be amended except by written consent of the Parties.

16. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

17. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

18. This Agreement is binding on the Defendants' successors, transferees, heirs, and assigns.

19. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

20. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

21. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date" of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 10/13/2026 BY: Claire L. Norsetter
CLAIRE L. NORSETTER
MEGAN F. ENGEL
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: _____
CHARLES C. CALEDA
First Assistant United States Attorney
RACHNA VYAS
Assistant United States Attorney
USAO District of Rhode Island

DATED: _____ BY: _____
THEOPHANI K. STAMOS
First Assistant United States Attorney
JOHN E. BEERBOWER
Assistant United States Attorney
Eastern District of Virginia

DATED: _____ BY: _____
JAY R. COMBS
United States Attorney
JAMES G. GILLINGHAM
Assistant United States Attorney
Eastern District of Texas

DATED: _____ BY: _____
KENNETH M. SORENSON
United States Attorney
TRACY J. WEINSTEIN
Assistant United States Attorney
District of Hawaii

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
CLAIRE L. NORSETTER
MEGAN F. ENGEL
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 10/6/2026

BY: _____
RACHNA VYAS
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RACHNA VYAS
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CHARLES C. CALEDA
First Assistant United States Attorney
RACHNA VYAS
Assistant United States Attorney
USAO District of Rhode Island

DATED: _____

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THEOPHANI K. STAMOS
First Assistant United States Attorney
JOHN E. BEERBOWER
Assistant United States Attorney
Eastern District of Virginia

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JAY R. COMBS
United States Attorney
JAMES G. GILLINGHAM
Assistant United States Attorney
Eastern District of Texas

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KENNETH M. SORENSON
United States Attorney
TRACY J. WEINSTEIN
Assistant United States Attorney
District of Hawaii

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United States Department of Justice

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RACHNA VYAS
Assistant United States Attorney
USAO District of Rhode Island

DATED: 10/6/2026

BY: **JOHN BEERBOWER**
THEOPHANI K. STAMOS
First Assistant United States Attorney
JOHN E. BEERBOWER
Assistant United States Attorney
Eastern District of Virginia

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JAY R. COMBS
United States Attorney
JAMES G. GILLINGHAM
Assistant United States Attorney
Eastern District of Texas

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KENNETH M. SORENSON
United States Attorney
TRACY J. WEINSTEIN
Assistant United States Attorney
District of Hawaii

THE UNITED STATES OF AMERICA

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MEGAN F. ENGEL
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Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

CHARLES C. CALEND
First Assistant United States Attorney
RACHNA VYAS
Assistant United States Attorney
USAO District of Rhode Island

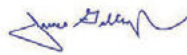
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THEOPHANI K. STAMOS
First Assistant United States Attorney
JOHN E. BEERBOWER
Assistant United States Attorney
Eastern District of Virginia

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JAY R. COMBS
United States Attorney
JAMES G. GILLINGHAM
Assistant United States Attorney
Eastern District of Texas

DATED: _____

BY: _____

KENNETH M. SORENSON
United States Attorney
TRACY J. WEINSTEIN
Assistant United States Attorney
District of Hawaii

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
CLAIRE L. NORSETTER
MEGAN F. ENGEL
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

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USAO District of Rhode Island

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Eastern District of Virginia

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JAMES G. GILLINGHAM
Assistant United States Attorney
Eastern District of Texas

DATED: 10/06/2026

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KENNETH M. SORENSON
United States Attorney
TRACY J. WEINSTEIN
Assistant United States Attorney
District of Hawaii

DATED: _____

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KENNETH
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KENNETH G. KRAFT
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____

SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____

JAMES MUETZEL
Principal Deputy Associate Director
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____

FAIZA MATHON-MATHIEU
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

DATED: _____

BY: _____

JENNIFER VALDIVIESO
Director
Division of Federal Employees' Compensation
Office of Workers' Compensation Programs
United States Department of Labor

DATED: _____

BY: _____

KENNETH G. KRAFT
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: 10/6/2026

BY: _____

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For SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____

JAMES MUETZEL
Principal Deputy Associate Director
Healthcare and Insurance
United States Office of Personnel Management

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BY: _____

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United States Department of Health and Human Services

DATED: _____

BY: _____

SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

DATED: 10/7/2026

BY: _____

JAMES MUETZEL Digitally signed by JAMES
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JAMES MUETZEL
Principal Deputy Associate Director
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

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FAIZA MATHON-MATHIEU Digitally signed by FAIZA
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FAIZA MATHON-MATHIEU
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

DATED: _____

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JENNIFER VALDIVIESO
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United States Department of Labor

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Office of Counsel to the Inspector General
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United States Department of Health and Human Services

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Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

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Jennifer
Valdivieso

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Jennifer Valdivieso
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JENNIFER VALDIVIESO
Director
Division of Federal Employees' Compensation
Office of Workers' Compensation Programs
United States Department of Labor

FOR DEFENDANTS – CVS

DATED: 10/9/26

BY: 
THOMAS S. MOFFATT
Vice President, Corporate Secretary and Senior Legal
Counsel – Corporate Services of CVS Pharmacy, Inc.

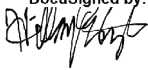
DATED: 10/9/26

BY: 
ERIC DELINSKY
Counsel for CVS

Hillary Estright - RELATOR

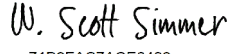
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HILLARY ESTRIGHT

DATED: Oct-09-2026

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W. SCOTT SIMMER
WILLIAM G. POWERS
Counsel for Hillary Estright