

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

**If you bought certain Robitussin products between February 16, 2016 and January 21, 2025, you may be eligible to receive a payment in a class action settlement.**

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

- A proposed class action settlement has been reached in *Calchi v. GlaxoSmithKline Consumer Healthcare Holdings (US) LLC, et al*, No. 22-cv-01341-KMK (S.D.N.Y.) and *Papalia v. GlaxoSmithKline Consumer Healthcare Holdings (US) LLC*, No. 22-cv-02630-KMK (S.D.N.Y.).
- Plaintiffs Nancy Calchi and Stacey Papalia claim Defendants GlaxoSmithKline Consumer Healthcare Holdings (US) LLC (now known as Haleon US Holdings LLC) and GSK Consumer Health, Inc., (now known as Haleon US Inc. and, together with Haleon US Holdings LLC, shall hereinafter be referred to as “Haleon”) deceptively marketed, advertised, labeled, and sold certain Robitussin products as “Non-Drowsy” because they contain dextromethorphan (“DXM”), an ingredient Plaintiffs claim can cause drowsiness. The list of products included in the settlement, called Covered Products, can be found in response to Question 5 below. Haleon denies these allegations and has presented defenses. In the litigation, Haleon secured a dismissal of Plaintiffs’ claims on the grounds that the claims were preempted by the federal Food, Drug, and Cosmetic Act. Plaintiffs appealed that dismissal. The appellate court has not decided that appeal. Plaintiffs and Haleon have agreed to a settlement to avoid the risk, cost, and time of further litigation.
- Haleon has agreed to establish a \$4.5 million Settlement Fund as part of the settlement. Haleon also will agree to cease manufacturing the Covered Products with labels bearing the “Non-Drowsy” statement and will exclude that statement from any future marketing or advertisements created by Haleon or at Haleon’s direction that describes the Covered Products.
- You are included in the settlement if you purchased one of the Covered Products for personal or household use, and not for resale, in the United States between February 16, 2016 and January 21, 2025.
- The Claim fund will be distributed on an equal (pro rata) basis per Claim. For example, it is preliminarily estimated that the payment amount may be between \$1.50 and \$4.75 per Claim. **This is only an estimate.** The final payment amount may be lower or higher, depending on the number of claims, and will not be known until all claims are received and processed.
- The proposed settlement has been preliminarily approved by the Court. This notice provides information about the Litigation, the settlement, and your options as a Settlement Class Member. Your legal rights are affected whether or not you act. Capitalized terms not defined herein are defined in the Settlement Agreement. ***Please read this notice carefully.***

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

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>FILE A CLAIM</b>	<ul style="list-style-type: none"> <li>• File a Claim for payment online or by mail.</li> <li>• Be bound by the settlement.</li> <li>• Give up your right to sue or continue to sue Hialeah for the claims released by the settlement.</li> </ul>	Submit online or postmarked by <b>May 12, 2025</b>
<b>ASK TO BE EXCLUDED (“OPT OUT”)</b>	<ul style="list-style-type: none"> <li>• Remove yourself from the Settlement Class and receive no payment from the settlement fund.</li> <li>• Keep your right to sue or continue to sue Hialeah for the claims released by the settlement.</li> <li>• You cannot request exclusion and still object.</li> </ul>	Postmarked by <b>April 14, 2025</b>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the settlement.</li> <li>• You will still be bound by the settlement, and you may still file a Claim.</li> <li>• You cannot both request exclusion and object.</li> </ul>	Postmarked by <b>April 14, 2025</b>
<b>ATTEND THE HEARING</b>	<ul style="list-style-type: none"> <li>• Ask to speak in Court about the settlement.</li> <li>• If you want your own attorney to represent you, you must pay for him or her yourself.</li> <li>• File your Notice of Intent to Appear by <b>April 14, 2025</b></li> </ul>	<b>June 30, 2025, at 10:00 AM ET</b>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• Receive no payment from the settlement fund.</li> <li>• Give up your right to sue or continue to sue Hialeah for the claims released by the settlement.</li> </ul>	

The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com), regularly for updates and further details.

- The Court in charge of this case still has to decide whether to approve the settlement. Settlement Payments will be made only if the Court approves the proposed settlement and after any appeals are resolved in favor of upholding the settlement. This can take time. Please be patient.

QUESTIONS? Visit [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com) or call toll-free at (855) 466-6106.

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## BASIC INFORMATION

### 1. Why is there a notice?

You have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the proposed settlement.

The Court in charge of this case is the United States District Court for the Southern District of New York (the “Court”). Two suits known as *Calchi v. GlaxoSmithKline Consumer Healthcare Holdings (US) LLC, et al*, No. 22-cv-01341-KMK (S.D.N.Y.) and *Papalia v. GlaxoSmithKline Consumer Healthcare Holdings (US) LLC*, No. 22-cv-02630-KMK (S.D.N.Y.) were filed and later consolidated in the Court.

This notice explains:

- What the Litigation is about
- Who is included in the proposed settlement
- How the proposed settlement may benefit you
- Your legal rights

### 2. What is this lawsuit about?

The lawsuit alleges that certain Robitussin products containing dextromethorphan (or “DXM”) were deceptively marketed, advertised, labeled, and sold as “Non-Drowsy.”

As noted above, Haleon denies the claims and allegations made in the Litigation. Haleon is settling to avoid the expense, inconvenience, risk, and disruption of litigation. It is not an admission of any wrongdoing.

The Court decided that Plaintiffs’ claims were preempted by the federal Food, Drug, and Cosmetic Act, and Plaintiffs appealed that decision. The parties agreed to a settlement before the appeal was decided to avoid the cost and risk of continued litigation. The Court has not decided that Haleon has violated any laws, and this notice is not an expression of any opinion by the Court on the claims in the Litigation.

### 3. Why is this a class action?

In a class action, one or more people called class representatives (in the Litigation, Nancy Calchi and Stacey Papalia) sue not only for themselves but also on behalf of people who have similar claims. If the Court finds that the legal requirements for establishing a class are met, then all of these people with similar claims and interests form a class.

When a court decides a class action case or approves a class action settlement, it is applicable to all members of the class (except class members who exclude themselves). In this case, the Court has given its preliminary approval to the settlement and to the Settlement Class defined below in Question 5. A copy of the Court’s order granting preliminary approval may be found at [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com).

#### **4. Why is there a settlement?**

Haleon denies that it did anything wrong. Instead, both sides have agreed to the proposed settlement to avoid the risk, cost, and burden of further litigation. The class representatives and Class Counsel appointed by the Court to represent the Settlement Class believe the settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

### **WHO IS IN THE SETTLEMENT?**

#### **5. Am I part of the settlement?**

The Settlement Class consists of purchasers of any flavor Robitussin product that includes dextromethorphan (or DXM) and was marketed as “non-drowsy.” Only people who purchased a Covered Product in the United States for personal or household use, and not for resale between February 16, 2016 and January 21, 2025 (the “Class Period”) are included in the Settlement Class.

The specific Covered Products include: Robitussin Cough+Chest Congestion DM Maximum Strength Syrups; Robitussin Cough+Chest Congestion DM Maximum Strength / Nighttime Cough DM Maximum Strength Day & Night Value Pack Syrups; Robitussin Cough+Chest Congestion DM Maximum Strength Liquid-Filled Capsules; Robitussin Cough+Chest Congestion DM Syrups; Children’s Robitussin Cough & Chest Congestion DM Syrups; Children’s Robitussin Cough & Chest Congestion DM / Nighttime Cough Long-Acting DM Day & Night Value Pack Syrups; Robitussin Sugar-Free Cough+Chest Congestion DM Syrups; Robitussin Honey Cough+Chest Congestion DM Maximum Strength Syrups; Robitussin Honey Cough+Chest Congestion DM Maximum Strength / Nighttime Cough DM Maximum Strength Day & Night Value Pack Syrups; Robitussin Elderberry Cough+Chest Congestion DM Maximum Strength Syrups; Children’s Robitussin Elderberry Cough & Chest Congestion DM Syrups; Robitussin Severe Multi-Symptom Cough Cold + Flu CF Maximum Strength Syrups; Robitussin Severe Multi-Symptom Cough Cold + Flu CF Maximum Strength / Nighttime Severe Multi-Symptom Cough Cold + Flu CF Maximum Strength Day & Night Value Pack Syrups; Robitussin Severe Cough + Sore Throat CF Maximum Strength Syrups; Robitussin Honey Severe Cough Flu + Sore Throat CF Maximum Strength Syrups; Robitussin Honey Severe Cough Flu + Sore Throat CF Maximum Strength / Nighttime Severe Cough Flu + Sore Throat CF Maximum Strength Day & Night Value Pack Syrups; Robitussin Multi-Symptom Cold CF Syrups; Children’s Robitussin Cough & Cold CF Syrups; Robitussin Long-Acting CoughGels; Robitussin 12 Hour Cough Relief Extended-Release Grape Syrups; Robitussin 12 Hour Cough Relief Extended-Release Orange Syrups.

Specifically excluded from the Settlement Class are (i) Haleon, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which Haleon has a controlling interest; (ii) judges presiding over the Litigation; (iii) local, municipal, state, and federal governmental entities; (iv) counsel of record for the Parties; and (v) all Persons who validly opt-out in a timely manner.

## 6. What if I am still not sure if I am included in the settlement?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the settlement, you should visit the Settlement Website, [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com), or call the Settlement Administrator toll-free at 1-855-466-6106.

## SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

### 7. What does the settlement provide?

The settlement provides both injunctive and monetary relief.

**Monetary Relief:** Haleon has agreed to pay \$4.5 million to a Settlement Fund, which will be used to pay: (1) monetary benefits to eligible Settlement Class Members as described below in response to Question 9; (2) reasonable settlement administration expenses, not to exceed \$550,000; (3) attorneys' fees and expenses in the amount approved by the Court, but not to exceed one-third (1/3) of the Gross Settlement Fund (\$1.5 million); and (4) a class representative service award of \$2,000 per representative.

**Injunctive Relief:** Haleon has also agreed to cease marketing and distributing the Covered Products with labels bearing the "Non-Drowsy" statement and will exclude the "Non-Drowsy" statement from any future marketing or advertisements that describe the Covered Products created by Haleon or at Haleon's direction.

The settlement does not bar Haleon from describing the Covered Products as "Non-Drowsy" or utilizing any derivative of that statement on the label or in marketing or advertisements to comply or be in accord with further guidance from the U.S. Food and Drug Administration concerning use of the term "non-drowsy" (or any synonymous or materially equivalent claim) to describe products containing DXM and/or to comply with any future revisions to the OTC Monograph.

The settlement also does not (i) prevent Haleon from making any other changes to the Covered Products' labels, advertisements, or other marketing materials provided that those changes are not inconsistent with the provisions of this Section or (ii) apply to any Haleon product other than the Covered Products.

### 8. What can I get from the settlement?

The \$4.5 Million settlement fund less amounts approved by the Court for attorneys' fees, expenses, service awards, and costs of administration, will be distributed to Settlement Class Members who submit a timely and valid Claim. The distribution will be made on a pro rata basis, meaning that each Eligible Claimant will receive an equal share per timely and valid Claim.

For example, it is preliminarily estimated that the payment amount may be between \$1.50 and \$4.75 per Claim. **This is only an estimate.** The final payment amount may be lower or higher,

depending on the number of Claims, and will not be known until all claims are received and processed.

Only one Claim per household may be submitted without Qualifying Proof of Purchase. Up to three Claims per household may be filed per household with a Qualifying Proof of Purchase for each such Claim.

## HOW TO GET A PAYMENT

### 9. How can I get a payment?

To be eligible to receive a payment through the settlement, you must complete and submit a timely and valid Claim Form. The Claim Form can be obtained online at [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com) or by writing or emailing the Settlement Administrator at the address listed below. The completed Claim Form must be submitted to the Settlement Administrator online at [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com) or by mail to the address below so that it is **postmarked by May 12, 2025**

Non-Drowsy Robitussin Settlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

If you do not submit a valid Claim Form electronically or so that it is **postmarked by May 12, 2025**, you will not receive a payment, but you will be bound by the settlement and the Court's judgment.

### 10. When would I get my payment?

Settlement Payments will be made to Settlement Class Members who submit a valid and timely Claim Form after the Court grants "final approval" to the settlement and after any and all appeals are resolved in favor of upholding the settlement. If the Court approves the settlement, there may be appeals. It's always uncertain how these appeals will be resolved and resolving them can take time. Please be patient.

### 11. What am I giving up to get a payment or stay in the settlement?

If you are a Settlement Class Member, unless you exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Claims. It also means that all the decisions by the Court will bind you.

Upon the Effective Date, all Settlement Class Members, on behalf of themselves and, as to each Settlement Class Member's claims, their agents, heirs, executors, administrators, successors, assigns, insurers, and representatives (the "Releasing Parties"), shall release and forever discharge Haleon and its respective administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries, affiliates, and joint venture partners, and any sales agents and distributors, wholesalers, retailers, or any other party in the

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chain of distribution and retail sale of the Covered Products, and all of the foregoing Persons' respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, insurers, and representatives (collectively, the "Released Parties"), from each and every claim of liability, on any legal or equitable ground whatsoever, including relief under federal law or the laws of any state, regarding or related to the Covered Products, including, without limitation, their manufacture, purchase, use, marketing, promotion, or sale, and including, without limitation, all past, present, or future claims, damages, or liability on any legal or equitable ground whatsoever, known or unknown, that were or could have been asserted in the Litigation based on any assertion or contention that the Covered Products, including their packaging, labels, sale, warranties, and/or any advertising or marketing whatsoever, was inaccurate, misleading, false, deceptive, fraudulent, or breached based on, relating to, or arising from the assertion, representation, or suggestion that the Covered Products are "Non-Drowsy," do not cause drowsiness, or related or derivative statements, during the Class Period.

The Released Claims do not include any claim against the Released Parties for personal injuries. More information regarding the Released Claims and Released Parties can be found in the Settlement Agreement available at [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the settlement and you want to keep the right to sue or continue to sue the Released Parties for the Released Claims, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as "opting out" of the settlement.

### 12. How do I get out of the settlement?

To exclude yourself (or "Opt-Out") from the settlement, you must complete and mail to the Settlement Administrator and the Court a written request for exclusion. The request must include the following:

- Your printed full name, address, telephone number, and email address;
- A statement saying, "I wish to exclude myself from the Settlement Class in the Robitussin Non-Drowsy Class Action Settlement;" and
- Your written signature.

You must mail your exclusion request so that it is postmarked by **April 14, 2025** to the following:

Non-Drowsy Robitussin Settlement  
Attn: Exclusions  
P.O. Box 58220  
Philadelphia, PA 19102

If you ask to be excluded, you will not get any Settlement Payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in the Litigation, and you may be able to sue (or continue to sue) the Released Parties for the Released Claims.

If you don't include the required information or timely submit your request for exclusion, you will remain a Settlement Class Member and your claims will be released by the settlement.

QUESTIONS? Visit [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com) or call toll-free at (855) 466-6106.



**13. If I don't exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Haleon for the claims released by the settlement whether or not you already have your own lawsuit pending. If you properly exclude yourself from the settlement, then you will not be bound by any orders or judgments entered in the class action relating to the settlement and can pursue your own claims.

**14. If I exclude myself, can I still get a settlement payment?**

No. You will not get any money from the settlement if you exclude yourself. If you exclude yourself from the settlement, do not send in a Claim Form asking for a Settlement Payment.

**THE LAWYERS REPRESENTING YOU**

**15. Do I need to hire my own lawyer?**

No. The Court has appointed Dovel & Luner, LLP as Class Counsel. You will not be charged out-of-pocket for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**16. How will the lawyers be paid?**

Class Counsel will file a motion seeking a fee award not to exceed one-third (1/3) of the Settlement Amount (i.e., not to exceed \$1.5 million) and reimbursement for litigation costs and reasonable costs incurred, as well as a Class Representative Service Award up to \$2,000 each for Nancy Calchi and Stacey Papalia, in recognition of their time, costs, and efforts in the litigation. The Court will decide whether to approve the fees, costs, and service award, which will be paid from the Gross Settlement Fund, at or after the Final Approval Hearing.

**OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court if I do not like the settlement?**

Any Settlement Class Member who does not timely and properly opt out of the settlement may object to the fairness, reasonableness, or adequacy of the proposed settlement. Each Settlement Class Member who wishes to object to any term of this settlement must do so, in writing, by delivering a detailed written objection to the Clerk of the Court and serving a copy on the Settlement Administrator at the addresses listed below so that it is **postmarked by April 14, 2025**

The written objection must include:

- Your printed full name, address, and telephone number;
- Evidence showing that you are a Settlement Class Member;
- Any arguments, evidence, documents, or briefs that you wish the Court to consider when reviewing the objection;
- Your written signature (even if represented by an attorney);

QUESTIONS? Visit [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com) or call toll-free at (855) 466-6106.

- A list of all attorneys involved in the objection on your behalf (if represented);
- A statement on whether you or your counsel intend to appear at the Final Approval Hearing; and
- A list of all class action settlements in which you or your counsel has objected on a prior occasion, including the case caption, court and case number, and the disposition of objection for each case.

Your objection, along with any supporting arguments and materials you wish to submit, must be delivered to the Court and the Settlement Administrator postmarked by **April 14, 2025** at the following addresses:

<p><b><u>Clerk of the Court</u></b></p> <p>Office of the Clerk The Hon. Charles L. Briant Jr. Federal Building and United States Courthouse 300 Quarropas St White Plains, NY 10601-4150</p>	<p><b><u>Settlement Administrator</u></b></p> <p>Non-Drowsy Robitussin Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102</p>
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#### **18. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court that you don't like something about the settlement. You can object to the settlement only if you do not exclude yourself from the settlement. Excluding yourself from the settlement is telling the Court that you do not want to be part of the settlement. If you exclude yourself from the settlement, you have no basis to object to the settlement because it no longer affects you.

### **THE COURT'S FINAL APPROVAL HEARING**

#### **19. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing on June 30, 2025, at 10:00 AM Eastern Time. The Final Approval Hearing will be held telephonically at (605) 472-5160, Access Code: 4653066.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider Class Counsels' request for fees, costs, and service award to the class representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

**The date and time are subject to change, as is the Court's decision whether to hold the Final Approval Hearing in person or by telephone. Please continue to check the Settlement Website ([www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com)) for updates.**

## **20. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend if you choose, but it's not necessary.

## **21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendants' Counsel no later than **April 14, 2025**.

Any such request must state your name, address, and telephone number, as well as the name, address, and telephone number of any person that may appear on your behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, will be deemed ineffective and will waive your right to appear and to comment on the settlement at the Final Approval Hearing. Persons or entities that opt out may not request to appear and be heard at the Final Approval Hearing.

## **IF YOU DO NOTHING**

## **22. What happens if I do nothing at all?**

If you do nothing, you will not get a payment from the settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Haleon about the legal issues in this case, ever again.

## **GETTING MORE INFORMATION**

## **23. How do I get more information?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement, available at the Settlement Website, [www.NonDrowsyRobitussinSettlement.com](http://www.NonDrowsyRobitussinSettlement.com). If you have additional questions, you can visit the Settlement Website or contact the Settlement Administrator:

Non-Drowsy Robitussin Settlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
[info@NonDrowsyRobitussinSettlement.com](mailto:info@NonDrowsyRobitussinSettlement.com)  
(855) 466-6106

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE**

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