

FILED

JUN 23 2021

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CARL WASHINGTON, ET AL.,
Plaintiffs,

vs.

CVS PHARMACY, INC.,

Defendant.

CASE No. 15-cv-03504-YGR

VERDICT FORM

United States District Court
Northern District of California

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WE, THE JURY IN THE ABOVE-ENTITLED CASE, unanimously render the following verdicts in accordance with the instructions provided by the Court:

I. With Respect to the Arizona Consumer Fraud Act:

1. Did CVS violate the Arizona Consumer Fraud Act with respect to:

- | | | |
|---------------------|-----------|--|
| i. Caremark | YES _____ | NO <input checked="" type="checkbox"/> |
| ii. Express Scripts | YES _____ | NO <input checked="" type="checkbox"/> |
| iii. Medco | YES _____ | NO <input checked="" type="checkbox"/> |
| iv. MedImpact | YES _____ | NO <input checked="" type="checkbox"/> |
| v. Optum | YES _____ | NO <input checked="" type="checkbox"/> |

If your answer to any part of Question 1 is yes, then answer Question 2. Otherwise, if you answered no to all parts of Question 1, then proceed to Question 6 in Section II below.

2. Are Arizona class members' claims for purchases before July 30, 2014 barred by the statute of limitations?

YES _____ NO _____

Proceed to Question 3.

3. Identify what amount of money will fairly compensate Arizona class members for their damages for CVS's violations of the Arizona Consumer Fraud Act on a contract-by-contract basis. *But note, if your answer to Question 2 was yes, then you MUST NOT include any damages from the period before July 30, 2014.*

- | | |
|---------------------|----------|
| i. Caremark | \$ _____ |
| ii. Express Scripts | \$ _____ |
| iii. Medco | \$ _____ |
| iv. MedImpact | \$ _____ |
| v. Optum | \$ _____ |

TOTAL AMOUNT \$ _____ (amount in figures)

Proceed to Question 4.

4. Are Darlene McAfee's purchases before July 30, 2014 barred by the statute of limitations?

YES _____ NO _____

Proceed to Question 5.

5. Identify what amount of money will fairly compensate Darlene McAfee for CVS's violations of the Arizona Consumer Fraud Act. *But note, if your answer to Question 4 was yes, then you MUST NOT include any damages from the period before July 30, 2014.*

\$ _____

Proceed to Question 6.

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II. With respect to the California Consumer Legal Remedies Act:

6. Did CVS violate the California Consumer Legal Remedies Act with respect to:

- i. Caremark YES _____ NO ✓
- ii. Express Scripts YES _____ NO ✓
- iii. Medco YES _____ NO ✓
- iv. MedImpact YES _____ NO ✓
- v. Optum YES _____ NO ✓

If your answer to any part of Question 6 is yes, then answer Question 7. Otherwise, if you answered no to all parts of Question 6, then proceed to Question 11 in Section III below.

7. Are California class members' claims for purchases before July 30, 2012 barred by the statute of limitations?

YES _____ NO _____

Proceed to Question 8.

8. What amount of money will fairly compensate all California class members for their damages for CVS's violations of the California Consumer Legal Remedies Act on a contract-by-contract basis. *But note, if your answer to Question 7 was yes, then you MUST NOT include any damages from the period before July 30, 2012.*

- i. Caremark \$ _____
- ii. Express Scripts \$ _____
- iii. Medco \$ _____
- iv. MedImpact \$ _____
- v. Optum \$ _____

TOTAL AMOUNT \$ _____ (amount in figures)

Proceed to Question 9.

9. Are Tyler Clark's purchases before July 30, 2012 barred by the statute of limitations?

YES _____ NO _____

Proceed to Question 10.

10. Identify what amount of money will fairly compensate Tyler Clark for CVS's violations of the California Consumer Legal Remedies Act. *But note, if your answer to Question 10 was yes, then you MUST NOT include any damages from the period before July 30, 2012.*

\$ _____

Proceed to Question 11.

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III. With respect to the Florida Unfair & Deceptive Trade Practices Act:

1 11. Did CVS violate the Florida Unfair & Deceptive Trade Practices Act with respect to:

- 2 i. Caremark YES _____ NO
- 3 ii. Express Scripts YES _____ NO
- 4 iii. Medco YES _____ NO
- 5 iv. MedImpact YES _____ NO
- 6 v. Optum YES _____ NO

7 *If your answer to any part of Question 11 is yes, then answer Question 12. Otherwise, if you*
 8 *answered no to all parts of Question 11, then proceed to Question 16 in Section IV below.*

9 12. Are Florida class members' claims for purchases before July 30, 2011 barred by the statute
 10 of limitations?

11 YES _____ NO _____

12 *Proceed to Question 13.*

13 13. What amount of money will fairly compensate all Florida class members for their damages
 14 for CVS's violations of the Florida Unfair & Deceptive Trade Practices Act on a contract-
 15 by-contract basis. *But note, if your answer to Question 12 was yes, then you MUST NOT*
 16 *include any damages from the period before July 30, 2011.*

- 17 i. Caremark \$ _____
- 18 ii. Express Scripts \$ _____
- 19 iii. Medco \$ _____
- 20 iv. MedImpact \$ _____
- 21 v. Optum \$ _____

22 TOTAL AMOUNT \$ _____ (amount in figures)

23 *Proceed to Question 14.*

24 14. Are the purchases of Debbie Barrett and Robert Jenks before July 30, 2011 barred by the
 25 statute of limitations?

26 Debbie Barrett YES _____ NO _____

27 Robert Jenks YES _____ NO _____

28 *Proceed to Question 15.*

15. Identify what amount of money will fairly compensate Debbie Barrett and Robert Jenks for
 CVS's violations of the Florida Unfair & Deceptive Trade Practices Act. *But note, if your answer*
to Question 14 was yes for either plaintiff, then you MUST NOT include any damages from the
period before July 30, 2011 for that plaintiff.

Debbie Barrett \$ _____

Robert Jenks \$ _____

Proceed to Question 16.

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IV. With respect to the Illinois Consumer Fraud & Deceptive Practices Act:

16. Did CVS violate the Illinois Consumer Fraud & Deceptive Practices Act with respect to:

- | | | |
|---------------------|-----------|--|
| i. Caremark | YES _____ | NO <input checked="" type="checkbox"/> |
| ii. Express Scripts | YES _____ | NO <input checked="" type="checkbox"/> |
| iii. Medco | YES _____ | NO <input checked="" type="checkbox"/> |
| iv. MedImpact | YES _____ | NO <input checked="" type="checkbox"/> |
| v. Optum | YES _____ | NO <input checked="" type="checkbox"/> |

If your answer to any part of Question 16 is yes, then answer Question 17. Otherwise, if you answered no to all parts of Question 16, then proceed to Question 21 in Section V below.

17. Are Illinois class members' claims for purchases before July 30, 2012 barred by the statute of limitations?

YES _____ NO _____

Proceed to Question 18.

18. What amount of money will fairly compensate all Illinois class members for their damages for CVS's violations of the Illinois Consumer Fraud & Deceptive Practices Act on a contract-by-contract basis. *But note, if your answer to Question 17 was yes, then you MUST NOT include any damages from the period before July 30, 2012.*

- | | |
|---------------------|----------|
| i. Caremark | \$ _____ |
| ii. Express Scripts | \$ _____ |
| iii. Medco | \$ _____ |
| iv. MedImpact | \$ _____ |
| v. Optum | \$ _____ |

TOTAL AMOUNT \$ _____ (amount in figures)

Proceed to Question 19.

19. Are the purchases of Carl Washington and Robert Jenks made before July 30, 2012 barred by the statute of limitations?

Carl Washington	YES _____	NO _____
Robert Jenks	YES _____	NO _____

Proceed to Question 20.

20. Identify what amount of money will fairly compensate Carl Washington and Robert Jenks for CVS's violations of the Illinois Consumer Fraud & Deceptive Practices Act. *But note, if your answer to Question 19 was yes for either plaintiff, then you MUST NOT include any damages from the period before July 30, 2012 for that plaintiff.*

Carl Washington	\$ _____
Robert Jenks	\$ _____

Proceed to Question 21.

V. With respect to the Massachusetts Consumer Protection Act:

21. Did CVS violate the Massachusetts Consumer Protection Act with respect to:

- i. Caremark YES _____ NO
- ii. Express Scripts YES _____ NO
- iii. Medco YES _____ NO
- iv. MedImpact YES _____ NO
- v. Optum YES _____ NO

If your answer to any part of Question 21 is yes, then answer Question 22. Otherwise, if you answered no to all parts of Question 21, then proceed to Question 26 in Section VI below.

22. Are Massachusetts class members' claims for purchases before July 30, 2011 barred by the statute of limitations?

YES _____ NO _____

Proceed to Question 23.

23. What amount of money will fairly compensate all Massachusetts class members for their damages for CVS's violations of the Massachusetts Consumer Protection Act on a contract-by-contract basis. *But note, if your answer to Question 22 was yes, then you MUST NOT include any damages from the period before July 30, 2011.*

- i. Caremark \$ _____
- ii. Express Scripts \$ _____
- iii. Medco \$ _____
- iv. MedImpact \$ _____
- v. Optum \$ _____

TOTAL AMOUNT \$ _____ (amount in figures)

Proceed to Question 24.

24. Are Robert Garber's purchases before July 30, 2011 barred by the statute of limitations?

YES _____ NO _____

Proceed to Question 25.

25. Identify what amount of money will fairly compensate Robert Garber for CVS's violations of the Massachusetts Consumer Protection Act. *But note, if your answer to Question 24 was yes, then you MUST NOT include any damages from the period before July 30, 2011.*

\$ _____

Proceed to Question 26.

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VI. With respect to the New York Deceptive Acts and Practices Statute:

26. Did CVS violate the New York Deceptive Acts and Practices Statute with respect to:

- i. Caremark YES _____ NO
- ii. Express Scripts YES _____ NO
- iii. Medco YES _____ NO
- iv. MedImpact YES _____ NO
- v. Optum YES _____ NO

If your answer to any part of Question 26 is yes, then answer Question 27. Otherwise, if you answered no to all parts of Question 26, then sign and date the end of this form.

27. Are New York class members' claims for purchases before July 30, 2012 barred by the statute of limitations?

YES _____ NO _____

Proceed to Question 28.

28. What amount of money will fairly compensate all New York class members for their damages for CVS's violations of the New York Deceptive Acts and Practices Statute on a contract-by-contract basis. *But note, if your answer to Question 27 was yes, then you MUST NOT include any damages from the period before July 30, 2012.*

- i. Caremark \$ _____
- ii. Express Scripts \$ _____
- iii. Medco \$ _____
- iv. MedImpact \$ _____
- v. Optum \$ _____

TOTAL AMOUNT \$ _____ (amount in figures)

Proceed to Question 29.

29. Are Steven Sullivan's purchases before July 30, 2012 barred by the statute of limitations?

YES _____ NO _____

Proceed to Question 30.

30. Identify what amount of money will fairly compensate Steven Sullivan for CVS's violations of the New York Deceptive Acts and Practices Statute. *But note, if your answer to Question 29 was yes, then you MUST NOT include any damages from the period before July 30, 2012.*

\$ _____

ONCE THE JURY HAS COMPLETED THE FORM, SIGN AND DATE BELOW AND CONTACT THE COURTROOM DEPUTY.

Signed: Shawn Brown
Jury Foreperson

Dated: 6-23-21