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20 UNITED STATES DISTRICT COURT  
21 DISTRICT OF ARIZONA

22 In re:

23 Arizona THERANOS, INC. Litigation,

**No. 2:16-cv-2138- DGC**

(Consolidated with)  
No. 2:16-cv-2373- HRH  
No. 2:16-cv-2660- HRH  
No. 2:16-cv-2775- DGC  
-and-  
No. 2:16-cv-3599-DGC

**STIPULATION OF CLASS ACTION  
SETTLEMENT AND GENERAL  
RELEASE**

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1 This Stipulation of Class Action Settlement and General Release, including all  
2 exhibits attached hereto (collectively, the “Settlement Agreement”), is entered into as of  
3 September 6, 2023, by and between the Plaintiffs (as defined below in paragraph 21), on  
4 behalf of themselves and all Class Members (as defined below in paragraph 8), on the one  
5 hand, and Defendants Walgreens Boots Alliance, Inc. and Walgreen Arizona Drug Co.  
6 (together, “Walgreens”) on the other hand, subject to approval of the Court. Together,  
7 Plaintiffs and Walgreens are referred to for purposes of this Settlement Agreement as the  
8 “Settling Parties.”

9 **I. RECITALS**

10 A. In 2016, four putative class actions were filed in the U.S. District Court for  
11 the District of Arizona (“the Court”) alleging deceptive, unfair, and unlawful conduct by  
12 Theranos, Inc. (“Theranos”), Walgreens, Elizabeth Holmes, and Ramesh “Sunny”  
13 Balwani, related to Theranos blood testing services. Those cases were consolidated, and  
14 amended consolidated complaints were filed in January and October of 2017. Discovery  
15 began on April 30, 2018.

16 B. In March 2020, after extensive discovery—including depositions of the  
17 plaintiffs, current and former Walgreens and Theranos employees and executives,  
18 production of millions of pages of documents, and extensive third-party discovery—the  
19 Court certified a Class (as defined in paragraph 5), an Arizona Subclass, a California  
20 Subclass, and an Edison Subclass to pursue certain claims against the defendants. The  
21 Court appointed Class Counsel (as defined below in paragraph 6) as counsel for the Class  
22 and Subclasses. It also appointed Plaintiffs A.R., B.P., B.B., D.L., R.G., S.J., and S.L. as  
23 class representatives for the Class; Plaintiffs B.P., B.B., D.L., R.G., S.J. and S.L. as class  
24 representatives for the Arizona Subclass; Plaintiff A.R. as class representative for the  
25 California Subclass; and Plaintiffs B.P. and S.J. as class representatives for the Edison  
26 Subclass (Dkt. 369).

1 C. From July through September 2022, notice of class certification was  
2 provided to members of the certified Class and Subclasses pursuant to a notice plan  
3 approved and directed by the Court and implemented by a Court-appointed third-party  
4 notice administrator (“2022 Notice”). The 2022 Notice included direct mail/email notice,  
5 supplemental notice via digital ads, a press release, a toll-free phone number, and a case  
6 website. The 2022 Notice identified the claims that were certified for class treatment and  
7 the relief being sought for each claim; noted that certain types of relief were not being  
8 pursued by the Class, including “damages or other relief for personal injury, emotional  
9 distress, retesting costs, or medical care costs”; and cautioned that if Class Members  
10 wanted to pursue such other relief, they needed to exclude themselves (Dkt. 447, 482). A  
11 total of 61 timely and valid requests for exclusion were submitted by the Court-ordered  
12 deadline (Dkt. 447, 482) and filed with the Court under seal (Dkt. 488).

13 D. Additional merits discovery followed, including multiple depositions and  
14 additional third-party discovery. Plaintiffs and Walgreens also served expert reports, and  
15 five of the parties’ designated experts were deposed. Motions to exclude experts were filed  
16 and fully briefed.

17 E. On February 24, 2023, Walgreens moved for summary judgment on all  
18 certified claims. After briefing and oral argument, on May 4, 2023, the Court granted the  
19 motion insofar as it sought dismissal of Plaintiffs’ request for punitive damages, but  
20 otherwise denied the motion (Dkt. 565).

21 F. On May 18, 2023, with the trial in this Action (as defined below in paragraph  
22 1) scheduled to begin on September 5, 2023, the Settling Parties, Elizabeth Holmes, and  
23 Ramesh “Sunny” Balwani participated in an all-day mediation session before the Hon.  
24 Layn R. Phillips (Ret.), during which Walgreens and Plaintiffs reached an agreement in  
25 principle to settle all claims between them. Plaintiffs, Holmes, and Balwani continued to  
26 participate in mediation discussions, with Plaintiffs and Balwani ultimately agreeing to  
27 settle all claims between them.

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1 G. Walgreens contends that Plaintiffs' and Class Members' claims and  
2 allegations of wrongdoing or liability against Walgreens are without merit. Walgreens  
3 denies and continues to deny all allegations of wrongdoing or liability, and contends that  
4 neither the Plaintiffs nor the Class Members are entitled to relief from Walgreens. It is  
5 expressly agreed that neither this Settlement Agreement, nor any document referred to  
6 herein, nor any action taken to carry out this Settlement Agreement, is, may be construed  
7 as, or may be used as, an admission by Walgreens of any fault, wrongdoing, or liability  
8 whatsoever.

9 H. Plaintiffs and Class Counsel believe that further prosecution of the Action  
10 would be protracted and expensive and, considering the uncertainty and risks inherent in  
11 any such litigation, have determined that it is desirable to compromise and settle the claims  
12 described herein and to proceed to seek approval, implementation of, and administration  
13 of, this Settlement. Plaintiffs and Class Counsel are of the view that a settlement on the  
14 terms reflected in this Settlement Agreement is fair, reasonable, adequate, and in the best  
15 interests of the Class Members.

16 I. This Settlement Agreement supersedes and replaces the Confidential Term  
17 Sheet to which Plaintiffs and Walgreens agreed on May 18, 2023.

18 J. This Settlement Agreement is contingent upon the issuance by the Court of  
19 both Preliminary Approval (as defined below in paragraph 27) and Final Approval (as  
20 defined below in paragraph 14). Should the Court not issue Preliminary Approval and Final  
21 Approval of the Settlement, the Settling Parties do not waive, and instead expressly reserve,  
22 all rights to prosecute and defend the Action as if this Settlement was never reached.

23 NOW, THEREFORE, in consideration of the promises and mutual covenants set  
24 forth herein, and of the releases and dismissals of claims described below, Plaintiffs, on  
25 behalf of themselves and as representatives of the Class, and Walgreens agree, subject to  
26 the approval of the Court and satisfaction of all the terms and conditions set forth herein,  
27 that Plaintiffs' Released Claims (as defined below in paragraph 23) and Walgreens'

1 Released Claims (as defined below in paragraph 42) shall be finally and fully settled, in  
2 the manner and upon the terms and conditions hereafter set forth in this Settlement  
3 Agreement.

## 4 II. DEFINITIONS

5 The following capitalized terms and phrases shall have the following meanings  
6 under the provisions of this Settlement Agreement, whether used in the singular or plural,  
7 and whether in the possessive or non-possessive:

8 1. “Action” means *In re Arizona Theranos Inc., Litigation*, No. 2:16-cv-2138-  
9 DGC (D. Ariz.), including all actions consolidated therein.

10 2. “Allocation Amount” means an amount of money payable to an individual  
11 Class Member as the allocation of his or her share of the Net Settlement Fund pursuant to  
12 the Plan of Allocation.

13 3. “Attorneys’ Fees and Expenses” means those amount(s) awarded to Class  
14 Counsel for attorneys’ fees and reimbursement of litigation expenses, in amount(s) to be  
15 determined by the Court. Any award of Attorneys’ Fees and Expenses shall be paid from  
16 the Settlement Fund.

17 4. “Attorneys’ Fee and Expense Application” means any application that Class  
18 Counsel may submit for Attorneys’ Fees and Expenses and/or for Service Awards.

19 5. “Class” means all purchasers of Theranos testing services, including  
20 consumers who paid out-of-pocket, through health insurance, or through any other  
21 collateral source (collectively, “purchasers”) between November 2013 and June 2016. The  
22 following are excluded from the Class and Subclasses: (i) Walgreens and its officers,  
23 directors, management, employees, subsidiaries, and affiliates; (ii) the judges in this case  
24 and members of their immediate families; and (iii) persons who timely and properly opted  
25 out pursuant to Federal Rule of Civil Procedure 23(c)(2)(B). A list of the individuals who  
26 timely and properly opted out was filed with the Court under seal (Dkt. 488).

1           6.       “Class Counsel” means Keller Rohrback, L.L.P. and Lieff Cabraser Heimann  
2       & Bernstein LLP, which were previously appointed by the Court as Class Counsel (Dkt.  
3       369).

4           7.       “Class Data List” means the list of Theranos testing patients and their contact  
5       and related information reflected in Theranos’ patient-testing data (as previously updated  
6       by JND Legal Administration for contact information) and compiled by Plaintiffs’ database  
7       expert, Arthur Olsen.

8           8.       “Class Member” means a person who falls within the Class definition who  
9       has not timely and validly requested exclusion from the Class. For the avoidance of doubt:  
10       (a) members of any of the Subclasses are also Class Members; and (b) each Plaintiff is a  
11       Class Member.

12          9.       “Digital Notice” means notice of the settlement by digital ads pursuant to the  
13       Notice Plan. The digital ads shall be substantially in the form attached as Exhibit A5 to the  
14       Settlement Agreement.

15          10.       “Effective Date” means the later of (a) the expiration of the time to appeal  
16       the Judgment, with no appeal having being filed; and (b) if any such appeal has been filed,  
17       the date such appeal has been dismissed or the appellate court has affirmed the Judgment  
18       in all material respects and the prescribed time for commencing any further appeal or  
19       request for further review in any court has expired; provided, however, that a modification  
20       or reversal on appeal of the Attorneys’ Fees and Expenses Award and/or any Service  
21       Award shall not prevent this Settlement from becoming final and effective if all other  
22       aspects of the Judgment have been affirmed.

23          11.       “Email Notice A” means the notice of settlement emailed to Class Members  
24       who are not also in the Walgreens Edison Subclass, substantially in the form of Exhibit A1  
25       hereto.

1           12. “Email Notice B” means the notice of settlement emailed to Class Members  
2 who are also in the Walgreens Edison Subclass, substantially in the form of Exhibit A2  
3 hereto.

4           13. “Fairness Hearing” means the proceedings to be held before the Court to  
5 determine whether the Settlement should be finally approved as fair, reasonable, and  
6 adequate pursuant to Rule 23(e)(2); whether the Judgment should be entered; and whether  
7 the Attorneys’ Fee and Expense Application should be granted.

8           14. “Final Approval” means issuance of the Judgment by the Court, substantially  
9 in the form of Exhibit D, granting final approval of this Settlement Agreement and the  
10 releases herein, as binding upon the Settling Parties.

11           15. “Judgment” means the order of the District Court approving this Settlement  
12 in accordance with the terms of this Settlement Agreement, which shall be substantially in  
13 the form of Exhibit D hereto, granting final approval of this Settlement Agreement as  
14 binding upon the Settling Parties; holding this Settlement Agreement to be final, fair,  
15 reasonable, adequate, and binding on all Settlement Class Members who have not excluded  
16 themselves; ordering that the settlement payments be provided as set forth in this  
17 Settlement Agreement; ordering the releases as set forth in Section IX of this Settlement  
18 Agreement; entering judgment in this case; and retaining continuing jurisdiction over the  
19 interpretation, implementation, and enforcement of the Settlement.

20           16. “Long-Form Notice” means the Court-approved notice of settlement to be  
21 posted by the Settlement Administrator on the Settlement Website, substantially in the form  
22 of Exhibit A6 hereto.

23           17. “Net Settlement Fund” means the Settlement Fund less the following: any  
24 Attorneys’ Fees and Expenses awarded by the Court; any Service Awards awarded by the  
25 Court; Notice and Administration Expenses; Taxes; Tax Expenses; and any other Court-  
26 approved deductions.

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1           18. “Notice and Administration Expenses” means and includes the costs and  
2 expenses incurred by the Settlement Administrator (or its subcontractors) associated with  
3 implementing the Notice Plan, disseminating Allocation Amounts to Class Members, and  
4 carrying out its other responsibilities consistent with the terms of this Settlement  
5 Agreement.

6           19. “Notice Date” means 30 days after entry of the Preliminary Approval Order.

7           20. “Notice Plan” means the Settlement Administrator’s dissemination of notice  
8 of the Settlement to the Class Members as set forth in Section VI of this Settlement  
9 Agreement, and includes Email Notices A and B, Postcard Notices A and B, Publication  
10 Notice, Long-Form Notice, Digital Notice, Settlement Website, and Toll-Free Number. In  
11 no event shall the Settlement Administrator disseminate notice in any manner materially  
12 different from that set forth in the forms of notice attached hereto, unless the Court so  
13 orders or the Settling Parties all agree in writing.

14           21. “Plaintiffs” means collectively plaintiffs A.J. (as personal representative of  
15 the estate of Plaintiff S.J.), A.R., B.B., B.P., D.L., R.G, and S.L. and (if applicable) their  
16 respective successors-in-interest, personal representatives, executors, guardians, or other  
17 legally appointed persons or entities responsible for handling the business affairs of a  
18 deceased person, deceased person’s estate, or incapacitated person.

19           22. “Plaintiffs’ Related Parties” means Plaintiffs’ respective family members,  
20 children, parents, spouses, legal representatives, heirs, executors, administrators,  
21 predecessors, successors in interest, transferees, assignees, and anyone else claiming  
22 through Plaintiffs.

23           23. “Plaintiffs’ Released Claims” means all claims and causes of action of every  
24 nature and description, whether known or unknown, whether arising under federal, state,  
25 local, common, statutory, administrative or foreign law, or any other law, rule or regulation,  
26 at law or in equity, whether class or individual in nature, whether accrued or unaccrued,  
27 whether liquidated or unliquidated, whether matured or unmatured, that Plaintiffs,  
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1 Plaintiffs' Related Parties, or the Class Members (i) asserted in this Action or (ii) could  
2 have asserted in any court or forum that arise out of or are based upon the same allegations,  
3 transactions, facts, matters, occurrences, representations, or omissions set forth in this  
4 Action and that relate to the purchase of Theranos testing services, including Unknown  
5 Claims. Plaintiffs' Released Claims shall in all respects be construed as broadly as possible  
6 as to the claims asserted, consistent with all applicable law, to effect complete finality over  
7 the Action. Once the settlement is approved, the Class Members will also be bound to the  
8 same release.

9 24. "Plan of Allocation" means the plan of allocation of the Net Settlement Fund  
10 to Class members, attached hereto as Exhibit C, or such other plan of allocation of  
11 Allocation Amounts from the Net Settlement Fund to Class Members as the Court may  
12 approve.

13 25. "Postcard Notice A" means the notice of settlement mailed via postcard to  
14 persons in the Class who are not also in the Walgreens Edison Subclass, substantially in  
15 the form of Exhibit A3 hereto.

16 26. "Postcard Notice B" means the notice of settlement mailed via postcard to  
17 persons in the Class who are also in the Walgreens Edison Subclass, substantially in the  
18 form of Exhibit A4 hereto.

19 27. "Preliminary Approval" means issuance of an order, substantially in the form  
20 of Exhibit B, granting preliminary approval of the Settlement.

21 28. "Preliminary Approval Order" means the order (or orders) of the Court  
22 (a) preliminarily approving this Settlement Agreement, (b) appointing the Settlement  
23 Administrator, (c) approving the Notice Plan, (d) enjoining any further prosecution of  
24 Plaintiffs' Released Claims, and (e) scheduling a Fairness Hearing. The Preliminary  
25 Approval Order shall provide that if this Settlement Agreement is not approved, or is  
26 voided, terminated, or fails to become effective for any reason, the Settling Parties shall be  
27 returned to the *status quo* that existed immediately prior to the date of execution of this  
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1 Settlement Agreement. The Preliminary Approval Order shall be substantially in the form  
2 of the order attached hereto as Exhibit B.

3 29. “Publication Notice” means the notice of settlement to be published pursuant  
4 to the Notice Plan, substantially in the form of Exhibit A7 hereto.

5 30. “Released Claims” means and includes the Walgreens’ Released Claims and  
6 Plaintiffs’ Released Claims.

7 31. “Released Persons” means and includes all persons and entities released from  
8 either the Walgreens’ Released Claims or the Plaintiffs’ Released Claims pursuant to this  
9 Settlement Agreement.

10 32. “Releasing Persons” means and includes all persons and entities releasing  
11 Walgreens’ Released Claims or Plaintiffs’ Released Claims.

12 33. “Service Awards” means any awards approved by the Court to Plaintiffs as  
13 service awards in recognition of their efforts and commitment in the Action on behalf of  
14 the Class, in amount(s) to be determined by the Court. Any Service Awards shall be paid  
15 from the Settlement Fund.

16 34. “Settlement” means the settlement between the Settling Parties in the Action,  
17 on the terms and conditions set forth in this Settlement Agreement.

18 35. “Settlement Administrator” means JND Legal Administration, subject to  
19 Court approval.

20 36. “Settlement Amount” means Forty-Four Million Dollars (\$44,000,000.00) in  
21 cash that Walgreens shall cause to be paid, on a non-reversionary basis, to the Settlement  
22 Fund.

23 37. “Settlement Fund” means an interest-bearing account, administered by the  
24 Settlement Administrator, into which Walgreens shall deposit or cause to be deposited the  
25 Settlement Amount.

26 38. “Subclasses” refers to the following:  
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1           A.     The “Arizona Subclass,” which means all purchasers of Theranos  
2     testing services in Arizona between November 2013 and June 2016;

3           B.     The “California Subclass,” which means all purchasers of Theranos  
4     testing services in California between September 2013 and June 2016; and

5           C.     The “Walgreens Edison Subclass,” which means all purchasers of  
6     Theranos testing services who were subjected to “tiny” blood draws by a Walgreens  
7     employee between November 2013 and March 2015.

8           39.    “Unknown Claims” means Released Claims that any of the Releasing  
9     Persons do not know or suspect to exist in his, her, or its favor at the time of the release,  
10    which if known by him, her, or it, might have affected his, her, or its decision not to object  
11    to this settlement or the releases contained herein. With respect to any and all Released  
12    Claims, the Releasing Persons stipulate and agree that upon the Effective Date, the  
13    Releasing Persons shall, to the fullest extent permitted by law, fully, finally, and forever  
14    expressly waive and relinquish with respect to such claims, any and all provisions, rights,  
15    and benefits of Section 1542 of the California Civil Code, and any and all similar  
16    provisions, rights, and benefits conferred by any law of any state or territory of the United  
17    States or principle of common law that is similar, comparable, or equivalent to Section  
18    1542 of the California Civil Code, which provides:

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

24           40.    “Walgreens’ Counsel” means Sidley Austin LLP and Papetti Samuels Weiss  
25     McKirgan LLP.

26           41.    “Walgreens Edison Subclass Member” means a person within the Walgreens  
27     Edison Subclass definition who has not timely and validly requested exclusion.



1 Released Parties for satisfaction of any or all of Plaintiffs' Released Claims. Neither  
2 Walgreens nor the Walgreens Released Parties are responsible for payment of Notice and  
3 Administration Expenses, Attorneys' Fees and Expenses, or Service Awards, or any other  
4 type of payment pursuant to this Settlement Agreement, other than out of the Settlement  
5 Fund, as provided herein.

#### 6 IV. TAXES

7 46. The Settling Parties agree to, and shall, treat the Settlement Fund as a  
8 "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The Settlement  
9 Administrator shall timely make such elections as necessary or advisable to carry out the  
10 provisions of this Section IV, including the "relation-back election" (as defined in Treas.  
11 Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in  
12 compliance with the procedures and requirements contained in such regulations. It shall be  
13 the responsibility of the Settlement Administrator to timely and properly prepare and  
14 deliver the necessary documentation for signature by all necessary parties, and thereafter  
15 to cause the appropriate filing to occur.

16 47. For the purpose of §1.468B of the Internal Revenue Code of 1986, as  
17 amended, and the regulations promulgated thereunder, the "administrator" shall be the  
18 Settlement Administrator. The Settlement Administrator shall timely and properly file or  
19 cause to be filed all informational and other tax returns necessary or advisable with respect  
20 to the Settlement Fund (including, without limitation, the returns described in Treas. Reg.  
21 § 1.468B-2(k)). Such returns (as well as the election described in paragraph 46 hereof)  
22 shall be consistent with this Section IV and in all events shall reflect that all Taxes  
23 (including any estimated Taxes, interest, or penalties) on the income earned by the  
24 Settlement Fund shall be paid out of the Settlement Fund. The Settling Parties and their  
25 counsel shall have no responsibility or liability for the Settlement Fund's tax returns or  
26 other filings.

1           48. All (a) Taxes (including any estimated Taxes, interest, or penalties) arising  
2 with respect to the income earned by the Settlement Fund, including any Taxes or tax  
3 detriments that may be imposed upon the Settling Parties or their counsel with respect to  
4 any income earned by the Settlement Fund for any period during which the Settlement  
5 Fund does not qualify as a “qualified settlement fund” for federal or state income tax  
6 purposes, and (b) expenses and costs incurred in connection with the operation and  
7 implementation of this Section IV (including, without limitation, expenses of tax attorneys  
8 and/or accountants and mailing and distribution costs and expenses relating to filing, or  
9 failing to file, the returns described in this Section IV) (“Tax Expenses”), shall be paid out  
10 of the Settlement Fund; in all events the Settling Parties and their counsel shall have no  
11 liability or responsibility for the Taxes or the Tax Expenses. The Settlement Fund shall  
12 indemnify and hold each of the Settling Parties and their counsel harmless for taxes and  
13 tax expenses (including, without limitation, taxes payable by reason of any such  
14 indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to  
15 be, a cost of administration of the Settlement Fund and shall be timely paid by the  
16 Settlement Administrator out of the Settlement Fund without prior order from the Court,  
17 and the Settlement Administrator shall be obligated (notwithstanding anything herein to  
18 the contrary) to withhold from distribution to Class Members any funds necessary to pay  
19 such amounts, including the establishment of adequate reserves for any Taxes and Tax  
20 Expenses (as well as any amounts that may be required to be withheld under Treas. Reg.  
21 § 1.468B-2(1)(2)); neither the Settling Parties nor their counsel are responsible nor shall  
22 they have any liability for any Taxes or Tax Expenses, but Class Counsel will be  
23 responsible for supervising the Settlement Administrator in handling all tax obligations.

24           **V. PROCEDURES CONNECTED WITH PRELIMINARY APPROVAL**

25           49. Plaintiffs, by and through Class Counsel, shall submit the Settlement  
26 Agreement (including the exhibits thereto) to the Court and shall apply for entry of an order  
27 (the “Preliminary Approval Order”), substantially in the form of Exhibit B attached hereto,  
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1 requesting, among other things, preliminary approval of the Settlement set forth in the  
2 Settlement Agreement, and approval for the distribution of notice pursuant to the Notice  
3 Plan.

4 50. The Court shall appoint the Settlement Administrator pursuant to the  
5 Preliminary Approval Order. The duties undertaken by the Settlement Administrator shall  
6 be as described herein and in the Preliminary Approval Order. All reasonable fees and  
7 expenses, including the compensation of the Settlement Administrator, for Notice and  
8 Administration Expenses shall be paid from the Settlement Fund, or if the Settlement Fund  
9 has not yet been established, shall be paid by Walgreens and any amounts so advanced by  
10 Walgreens shall be credited toward Walgreens' payment of the Settlement Amount.

#### 11 VI. NOTICE PLAN

12 51. Notice shall be provided according to the Notice Plan, substantially in the  
13 forms attached hereto as Exhibits A1–A7, except as may be modified by the Court.

14 52. *Email Notice.* By no later than the Notice Date, the Settlement Administrator  
15 shall email notice to each person on the Class Data List for which an email address is  
16 included in the Class Data List (“Email Notice Recipients”). Email Notice Recipients  
17 whom the Class Data List identifies as not being in the Walgreens Edison Subclass shall  
18 be sent Email Notice A. Email Notice Recipients whom the Class Data List identifies as  
19 being in the Walgreens Edison Subclass shall be sent Email Notice B. Email Notice A and  
20 Email Notice B shall be substantially in the forms attached as Exhibits A1 and A2 hereto.

21 53. *Postcard Notice.* By no later than the Notice Date, the Settlement  
22 Administrator shall send via U.S. Mail (postage pre-paid) notice via postcard to each  
23 person on the Class Data List for whom an email address is not included in the Class Data  
24 List (“Postcard Notice Recipients”). Postcard Notice Recipients whom the Class Data List  
25 identifies as not being in the Walgreens Edison Subclass shall be sent Postcard Notice A.  
26 Postcard Notice Recipients whom the Class Data List identifies as being in the Walgreens  
27 Edison Subclass shall be sent Postcard Notice B. Postcard Notice A and Postcard Notice B

1 shall be substantially in the forms attached as Exhibits A3 and A4 hereto. For any Postcard  
2 Notices that are returned with forwarding address information, the Settlement  
3 Administrator shall promptly re-mail the Postcard Notice to the new address indicated. For  
4 any Postcard Notices that are returned as undeliverable without a forwarding address, the  
5 Settlement Administrator shall conduct an industry standard “skip trace” to try to identify  
6 a more current address and re-mail the Postcard Notice to the extent an updated address is  
7 identified.

8 54. Publication Notice. By no later than ten (10) business days after the Notice  
9 Date, the Settlement Administrator shall cause the Publication Notice, substantially in the  
10 form attached as Exhibit A7 hereto, to be published one time (at least 1/8 of a page) in the  
11 *Arizona Republic*.

12 55. Digital Notice. Commencing on the Notice Date and continuing for 60 days  
13 following the Notice Date, the Settlement Administrator shall implement a social media  
14 and internet notice program utilizing the same structure as the social media and internet  
15 notice program implemented in connection with the 2022 Notice. (Dkt 445-1, ¶¶ 25–26.)  
16 The digital notice shall be in substantially the same form attached as Exhibit A5 hereto.

17 56. Settlement Website. The Settlement Administrator shall continue to maintain  
18 the URL [www.TheranosLawsuit.com](http://www.TheranosLawsuit.com) (“Settlement Website”) where Class Members can  
19 obtain further information about the terms of this Settlement Agreement, their rights,  
20 important dates and deadlines, and related information. The Settlement Website shall  
21 include, in PDF format, the Second Amended Consolidated Class Action Complaint, this  
22 Settlement Agreement, the Long-Form Notice (substantially in the form attached as Exhibit  
23 A6 hereto), the Preliminary Approval Order entered by the Court, Class Counsel’s  
24 Attorneys’ Fee and Expense Application (after it is filed), and other case documents as  
25 agreed upon by the Settling Parties and their respective counsel and/or required by the  
26 Court, and shall be updated to provide such information/materials before the Notice Date.  
27 The Settlement Website shall be optimized for display on mobile phones and shall also

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1 contain answers to frequently asked questions. The Settlement Website shall remain  
2 operational until at least 180 days after the Effective Date or such other later date as the  
3 Settling Parties and their respective counsel may agree.

4 57. Toll-Free Number. The Settlement Administrator shall continue to maintain  
5 a toll-free telephone number (“Toll-Free Number”) where Class Members can obtain  
6 further information about the Settlement Agreement and their rights, and request that a hard  
7 copy Long-Form Notice be mailed to them. The Toll-Free Number shall be updated to  
8 provide such information before the Notice Date. The Toll-Free Number shall remain  
9 operational until at least 180 days after the Effective Date or such other later date as the  
10 Settling Parties and their respective counsel may agree.

11 58. CAFA Notice. Pursuant to the Class Action Fairness Act, 28 U.S.C. §§ 1715  
12 *et seq.* (“CAFA”), notice as required by CAFA shall be provided no later than ten (10)  
13 calendar days after this Settlement Agreement is filed with the Court. Walgreens is  
14 responsible for the preparation, service, and costs of the CAFA notice.

15 59. Class Counsel shall supervise the Settlement Administrator in the  
16 performance of the notice functions set forth in this Section VI.

17 60. By no later than seven (7) days before the Fairness Hearing, the Settlement  
18 Administrator shall certify to the Court that it has complied with the notice requirements  
19 set forth herein, and that the notice provided sufficient reach and frequency to alert Class  
20 Members to the pendency of the Action, this Settlement Agreement, and their rights  
21 thereunder.

## 22 **VII. OPT-OUT REQUESTS AND OBJECTIONS**

### 23 **A. Opt-Out Requests**

24 61. Given that Class Members have already had one opportunity to exclude  
25 themselves in the Action, and pursuant to Ninth Circuit law, the Settling Parties agree, and  
26 shall propose to the Court, that there should not be a second opportunity for Class Members  
27 to opt out.

28

1           B.     **Objections**

2           62.     The Long-Form Notice, the Preliminary Approval Order, and the Settlement  
3 Website shall state that any objection to the Settlement, or any part of this Settlement  
4 Agreement, including any objection to Class Counsel's Attorneys' Fees and Expenses  
5 Application and/or Service Awards, be in writing and comply with all the requirements set  
6 forth herein and by the Court in the Preliminary Approval Order and in the Long-Form  
7 Notice.

8           63.     To be valid, any objection must: (a) state the case name and number of the  
9 Action, *In re Arizona Theranos, Inc. Litigation*, No. 2:16-cv-2138-DGC (D. Ariz.);  
10 (b) state the name, address, and telephone number of the objector and must be signed by  
11 the objector even if represented by counsel; (c) state whether the objector is objecting to  
12 the proposed Settlement, Plan of Allocation, the Attorneys' Fees and Expenses  
13 Application, and/or the application for Service Awards; (d) state the objection(s) and the  
14 specific reason(s) for each objection, including any legal and evidentiary support the  
15 objector wishes to bring to the Court's attention; (e) identify all class actions to which the  
16 objector or his or her counsel has previously objected in the previous five years; (f) state  
17 the objector's basis for his or her belief that he or she is a Class Member; (g) state whether  
18 the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear  
19 at the Fairness Hearing through counsel, state the identity of all attorneys who will appear  
20 on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to  
21 the jurisdiction of the Court with respect to the objection or request to be heard and the  
22 subject matter of the Settlement of the Action, including, but not limited to, enforcement  
23 of the terms of the Settlement Agreement.

24           64.     Any Class Member who fails to timely file and serve such written statement  
25 and provide the required information will not be permitted to present any objections at the  
26 Fairness Hearing and such failure will render any such attempted objection untimely and  
27 of no effect, including as to any appeal, unless otherwise ordered by the Court. If any  
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1 objection is received by the Settlement Administrator, the Settlement Administrator shall  
2 immediately forward the objection and all supporting documentation to counsel for the  
3 Settling Parties. The failure of the Class Member to comply with the filing requirements  
4 herein shall be grounds for striking and/or overruling the objection, even if the objection is  
5 submitted to the Settlement Administrator or to counsel for the Settling Parties.

6 65. A Class Member's compliance with the foregoing requirements does not in  
7 any way guarantee a Class Member the ability to present evidence or testimony at the  
8 Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as  
9 well as the scope and duration of any presentations of objections at the Fairness Hearing,  
10 will be in the sole discretion of the Court.

11 66. If the Court grants Final Approval, Class Counsel shall represent the Class  
12 as a whole in all future proceedings in district court or on appeal, even if some Class  
13 Members have objected to the Settlement or to Class Counsel's Attorney's Fees and  
14 Expenses Application (or any part thereof).

15 **VIII. ATTORNEYS' FEES AND EXPENSES, AND SERVICE AWARDS**

16 67. Class Counsel may submit an Attorneys' Fee and Expense Application  
17 requesting an award of Attorneys' Fees and Expenses and/or Service Awards.

18 68. Attorneys' Fees and Expenses as awarded by the Court shall be paid to Class  
19 Counsel, as ordered, within ten (10) calendar days after the date of Judgment or the order  
20 awarding Attorneys' Fees and Expenses (whichever comes last), notwithstanding the  
21 existence of any timely filed objections or potential for appeal therefrom, or collateral  
22 attack on the Settlement or any part hereof. Attorneys' Fees and Expenses shall be paid  
23 solely from the Settlement Fund. Walgreens and the Walgreens Released Parties shall have  
24 no responsibility for any payment of attorneys' fees and/or expenses to Class Counsel or  
25 Plaintiffs separate from the Settlement Fund. The Attorneys' Fees and Expenses awarded  
26 by the Court shall be the total obligation of Walgreens or the Walgreens Released Parties

1 to pay attorneys' fees and expenses of any kind to Class Counsel in connection with the  
2 Action and this Settlement Agreement.

3 69. In the event that the Effective Date does not occur, or the Judgment or the  
4 order awarding Attorneys' Fees and Expenses is reversed or modified, or the Settlement  
5 Agreement is canceled or terminated for any other reason, and such reversal, modification,  
6 cancellation, or termination becomes Final and Non-Appealable, and in the event that the  
7 Attorneys' Fees and Expenses have been paid to any extent, then Class Counsel who  
8 received any portion of the Attorneys' Fees and Expenses shall be obligated, within ten  
9 (10) calendar days from receiving notice from Walgreens' Counsel or from a court of  
10 appropriate jurisdiction, to refund to the Settlement Fund such fees and expenses as have  
11 been previously paid to them from the Settlement Fund plus interest thereon at the same  
12 rate as earned on the Settlement Fund in an amount consistent with such reversal or  
13 modification. Each law firm receiving Attorneys' Fees and Expenses, as a condition of  
14 receiving such Attorneys' Fees and Expenses, agrees, on behalf of itself and each partner  
15 and/or shareholder of it, that the law firm and its partners and/or shareholders are subject  
16 to the jurisdiction of the Court for the purpose of enforcing this provision, and are each  
17 severally liable and responsible for any required repayment.

18 70. The Settling Parties agree that the Court has authority under this Settlement  
19 Agreement to make discretionary Service Awards. Plaintiffs and Class Counsel may ask  
20 the Court, as part of the Attorneys' Fee and Expense Application, to award Service Awards  
21 to Plaintiffs. Any request for Service Awards will be based on Plaintiffs' time, effort, and  
22 commitment in this Action, and will not be based or conditioned upon Plaintiffs' support  
23 for the Settlement. Any Service Awards awarded by the Court shall be paid solely from the  
24 Settlement Fund, within five (5) calendar days of the Effective Date. Any Service Award  
25 awarded by the Court shall be the total obligation of Walgreens or the Walgreens Released  
26 Parties to pay money to Plaintiffs in connection with the Action and this Settlement  
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1 Agreement, other than amounts due to the Plaintiffs for any Allocation Amounts paid from  
2 the Net Settlement Fund.

3 71. The Settling Parties agree that the effectiveness of this Settlement Agreement  
4 is not contingent upon the Court's approval of any Attorneys' Fees and Expenses  
5 Application. If the Court declines to approve, in whole or in part, the Attorneys' Fee and  
6 Expense Application, all remaining provisions of the Settlement Agreement shall remain  
7 in full force and effect. No decision by the Court, or modification, reversal, or appeal of  
8 any decision by the Court, concerning the payment of any Attorneys' Fees and Expenses  
9 or Service Awards shall be grounds for cancellation or termination of this Settlement  
10 Agreement.

#### 11 **IX. RELEASES AND DISMISSAL**

12 72. Upon the Effective Date, each Plaintiff and each Class Member shall be  
13 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever  
14 released, relinquished, and discharged all Plaintiffs' Released Claims, including Unknown  
15 Claims, against Walgreens, Walgreens' Released Parties, and Walgreens' counsel, whether  
16 or not such Plaintiff or Class Member receives a payment from the Settlement Fund. Claims  
17 solely to enforce the terms of this Settlement Agreement are not released. For the sake of  
18 clarity, any claims that Plaintiffs and the Class Members may have against Elizabeth  
19 Holmes, Ramesh ("Sunny") Balawani, and/or Theranos are not released by virtue of this  
20 Settlement Agreement.

21 73. Upon the Effective Date, Walgreens shall be deemed to have, and by  
22 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and  
23 discharged all Walgreens' Released Claims against Plaintiffs and Class Counsel. Claims  
24 solely to enforce the terms of this Settlement Agreement are not released. For the sake of  
25 clarity, any claims that Walgreens may have against Elizabeth Holmes, Ramesh "Sunny"  
26 Balwani, and/or Theranos are not released by virtue of this Settlement Agreement.



**XI. WITHDRAWAL OR TERMINATION**

1  
2 77. The Settling Parties shall each have the right to terminate this Settlement  
3 Agreement by providing written notice of their election to do so to the other within thirty  
4 (30) days of:

5 (a) the Court declining to enter the Preliminary Approval Order in substantially  
6 the form attached hereto as Exhibit B or failing to grant or maintain  
7 preliminary approval of the Settlement Agreement on the material terms  
8 provided for in this Settlement Agreement;

9 (b) the Court materially modifying the Settlement Agreement in any manner,  
10 including, without limitation, one that increases the financial costs to  
11 Walgreens, to be determined in Walgreens' sole discretion;

12 (c) the Court declining to enter Final Approval in substantially the form attached  
13 hereto as Exhibit D or failing to grant or maintain final approval of the  
14 Settlement Agreement on the material terms provided for in this Settlement  
15 Agreement; or

16 (d) the Final Approval of this Settlement Agreement not being affirmed on  
17 appeal.

18 78. If this Settlement Agreement is not approved, or is voided, terminated, or  
19 canceled, or fails to become effective for any reason then: (a) all orders of the Court  
20 preliminarily or otherwise approving the Settlement shall be vacated; (b) the Settling  
21 Parties shall be returned to the *status quo* that existed in the Action immediately prior to  
22 the date of execution of this Settlement Agreement (subject to appropriate extensions of  
23 deadlines to enable the Action to proceed); (c) the Settling Parties shall retain their  
24 respective rights and defenses as of immediately prior to the date of execution of this  
25 Settlement Agreement; and (d) the Settlement Amount, less any Notice and Administration  
26 Expenses, Taxes, or Tax Expenses paid, incurred, or due and owing pursuant to this  
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1 Settlement Agreement in connection with the Settlement provided for herein, shall be  
2 promptly refunded to Walgreens pursuant to written instructions from Walgreens' Counsel.

3 79. Alternatively, if the Court declines to enter the Preliminary Approval Order  
4 or declines to grant Final Approval (or enters any order that substantially increases the cost  
5 or burden of the settlement to Walgreens beyond what is set forth in this Settlement  
6 Agreement), the Settling Parties may, but are not required to, modify this Settlement  
7 Agreement. Such a modification shall be binding only if it is in writing and executed by  
8 Class Counsel and Walgreens' Counsel.

9 80. The Settling Parties agree that any settlement between Plaintiffs and any or  
10 all of the other Defendants in this Action to settle Plaintiffs' claims in the Action, and any  
11 approval or lack of approval (in whole or in part, and by any court) of such settlements  
12 between Plaintiffs and the other Defendants, are not material terms of the Settlement  
13 Agreement, and that neither such approval or lack of approval shall be a basis for  
14 terminating this Settlement Agreement.

15 **XII. ADMINISTRATION AND DISTRIBUTION OF THE SETTLEMENT**  
16 **FUND**

17 81. The Plan of Allocation is set forth in Exhibit C to this Settlement Agreement.

18 82. The Settling Parties agree that the Plan of Allocation is not a material term  
19 of the Settlement Agreement. Any decision by the Court concerning the Plan of Allocation  
20 shall not affect the validity or finality of the Settlement Agreement. Further, it is not a  
21 condition of this Settlement Agreement that any particular plan of allocation be approved  
22 by the Court. Notwithstanding paragraph 83, any order relating solely to the allocation of  
23 the Net Settlement Fund among Class Members, or any request for further judicial review  
24 from any order relating solely thereto or reversal or modification of the Plan of Application,  
25 shall not operate to terminate the Settlement Agreement.

26 83. The Settlement Administrator, subject to the supervision and direction of  
27 Class Counsel, and, as may be necessary and appropriate or as circumstances may require,  
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1 the Court, shall administer and calculate the Allocation Amounts and shall oversee  
2 distribution of the Net Settlement Fund to Class Members.

3 84. The Settlement Fund shall be used for the following: (a) to pay Notice and  
4 Administration Expenses, to the extent not already paid; (b) to pay Taxes and Tax  
5 Expenses; (c) to pay any Attorneys' Fees and Expenses to Class Counsel awarded by the  
6 Court; (d) to pay any Service Awards to Plaintiffs awarded by the Court; (e) to pay any  
7 other Court-approved expenses; and (f) after the Effective Date, to distribute the Net  
8 Settlement Fund to Class Members as provided in the Plan of Allocation or as otherwise  
9 directed by the Court.

10 85. Each Class Member shall be eligible to receive a distribution from the Net  
11 Settlement Fund according to the Plan of Allocation or as otherwise directed by the Court.

12 86. After the Effective Date, and in accordance with the terms of the Settlement  
13 Agreement and such further approval and further order(s) of the Court as may be necessary  
14 or as circumstances may require, the Net Settlement Fund shall be distributed to Class  
15 Members, subject to and in accordance with the Plan of Allocation or as otherwise directed  
16 by the Court.

17 87. No deductions for taxes will be taken from any payment to Class Members  
18 at the time of distribution. Class Members are responsible for paying all taxes due on such  
19 payment. Under no circumstance shall Walgreens or the Walgreens Released Parties be  
20 held liable for any tax payments with respect to payment, if any. All payments shall be  
21 deemed to be paid solely in the year in which such payments are issued. Neither Class  
22 Counsel nor Walgreens Counsel purport to provide legal advice on tax matters.

23 88. Walgreens and Plaintiffs agree that the Net Settlement Fund shall be only for  
24 the benefit of the Class (subject to Attorneys' Fees and Expenses and the other distributions  
25 and dispositions provided for in this Settlement Agreement), which does not include those  
26 who timely and properly opted out.



1 the Settlement as necessary to comply with their financial, legal, reporting, and securities  
2 obligations, (ii) the Settling Parties shall have the right to take actions to enforce the  
3 Settlement to the extent necessary; (iii) nothing about this provision shall prevent Class  
4 Counsel from communicating with Class Members as necessary to effectuate the  
5 Settlement or from identifying this case or the Settlement on their firm websites, using  
6 language that does not disparage Walgreens or the Settlement Agreement; and (iv) nothing  
7 about this provision shall prevent Walgreens' counsel from identifying this case or the  
8 Settlement on their firm websites, using language that does not disparage Plaintiffs or the  
9 Settlement Agreement. If asked by any media outlet about the case, the Settling Parties are  
10 only to state that the case has settled.

#### 11 **XIV. MISCELLANEOUS**

12 94. **Best Efforts.** The Settling Parties and their respective counsel shall use their  
13 best efforts to cause this Settlement Agreement to be approved and consummated. The  
14 Settling Parties and their respective counsel shall promptly take such actions as may be  
15 reasonably required to obtain Final Approval by the Court of this Settlement Agreement,  
16 and to carry out the terms of this Settlement Agreement.

17 95. **Finality and Entire Agreement.** The Settling Parties intend this settlement  
18 to be a final and complete resolution of all disputes between them with respect to the  
19 Action.

20 96. **Integration of Exhibits.** This Settlement Agreement, including its exhibits,  
21 constitutes the entire agreement among the Settling Parties hereto related to the Action and  
22 no representations, warranties, or inducements have been made to any Settling Party  
23 concerning this Settlement Agreement other than the representations, warranties, and  
24 covenants contained and memorialized in this Settlement Agreement, including the  
25 exhibits thereto. The exhibits to this Settlement Agreement are:

26 Exhibit A Forms of Notice (Exhibits A1-A7)  
27 Exhibit B Form of Preliminary Approval Order  
28 Exhibit C Plan of Allocation

1 Exhibit D Form of Judgment

2 97. **Modification.** The terms and provisions of this Settlement Agreement may  
3 not be altered, amended, or modified except in writing signed by all Settling Parties. To  
4 the extent there is a conflict between the provisions of this Settlement Agreement, the  
5 Preliminary Approval Order, and the Judgment, each such document shall have controlling  
6 effect in the following rank order: (1) the Judgment, (2) the Preliminary Approval Order,  
7 and (3) this Settlement Agreement.

8 98. **Time for Compliance.** If the date for performance of any act required by or  
9 under this Agreement falls on a Saturday, Sunday, or court holiday, that act may be  
10 performed on the next business day with the same effect as if it had been performed on the  
11 day or within the time specified by or under this Agreement. The Settling Parties reserve  
12 the right, by agreement and subject to the Court's approval if the deadline is contained in  
13 a Court order, to grant any reasonable extension of time that might be needed to carry out  
14 any of the provisions of this Settlement Agreement, without notice to Class Members  
15 except that the Settlement Administrator shall ensure that such dates are posted on the  
16 Settlement Website.

17 99. **Execution in Counterparts.** This Settlement Agreement may be executed  
18 in one or more counterparts, and may be exchanged by facsimile, pdf, and/or other imaged  
19 signatures, which shall be as effective as original signatures. All executed counterparts  
20 taken together shall be deemed to be one and the same instrument. Counsel for the Settling  
21 Parties shall exchange among themselves signed counterparts and a complete, assembled  
22 executed counterpart shall be filed with the Court.

23 100. **Captions.** Captions and section numbers herein are inserted merely for the  
24 reader's convenience, and in no way define, limit, construe, or otherwise describe the scope  
25 or intent of the provisions of this Settlement Agreement.

26 101. **Interpretation.** The Settling Parties and their respective counsel have  
27 mutually contributed to the preparation of this Settlement Agreement. No provision of this  
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1 Settlement Agreement shall be construed against any Settling Party on the ground that one  
2 of the Settling Parties or its counsel drafted the provision. Except as otherwise provided  
3 herein, the Settling Parties shall bear their own attorneys' fees and other litigation expenses  
4 and costs.

5 102. **Binding Agreement.** This Settlement Agreement shall be binding upon, and  
6 inure to the benefit of, the successors and assigns of the Settling Parties.

7 103. **Authorization.** Each of the undersigned represents that he or she is fully  
8 authorized to execute this Settlement Agreement on behalf of the party for which he or she  
9 signs.

10 104. **Enforcement.** The Court shall retain jurisdiction to enforce, interpret, and  
11 implement this Settlement Agreement.

12 105. **Dispute Resolution and Choice of Law.** The exclusive forum for any  
13 dispute arising under or related to this Settlement Agreement, or to enforce the terms of  
14 this Settlement Agreement, will be the United States District Court for the District of  
15 Arizona. This Settlement Agreement and the exhibits hereto shall be considered to have  
16 been negotiated, executed, and delivered, and to be wholly performed, in the State of  
17 Arizona, and the rights and obligations of the parties to the Settlement Agreement shall be  
18 construed and enforced in accordance with, and governed by, the internal, substantive laws  
19 of the State of Arizona without giving effect to that State's choice-of-law principles.

20 106. **No Waiver.** No delay or omission by any Settling Party in exercising any  
21 rights under this Settlement Agreement will operate as a waiver of that or any other right.  
22 A waiver or consent given by a Settling Party on any one occasion is effective only in that  
23 instance and will not be construed as a bar or waiver of any right on any other occasion,  
24 unless otherwise agreed in writing.

25 107. **Notices.** All notices to the Settling Parties or their respective counsel  
26 required by this Settlement Agreement shall be made in writing and communicated by mail  
27 and fax or email to the following addresses:

28

1 If to Plaintiffs or Class Counsel:

2 Loeff Cabraser Heimann & Bernstein LLP  
3 Attn: Roger N. Heller  
4 275 Battery Street, 29th Floor  
5 San Francisco, CA 94111-3339  
6 Telephone: (415) 956-1000  
7 Facsimile: (415) 956-1008  
8 rheller@lchb.com

9 Keller Rohrback L.L.P.  
10 Attn: Gretchen Freeman Cappio  
11 1201 Third Avenue, Suite 3200  
12 Seattle, WA 98101  
13 Telephone: (206) 623-1900  
14 Facsimile: (206) 623-3384  
15 gcappio@kellerrohrback.com

16 If to Walgreens Counsel:

17 Sidley Austin LLP  
18 Attn: Kara L. McCall  
19 One South Dearborn  
20 Chicago, IL 60603  
21 Telephone: (312) 853-7000  
22 Facsimile: (312) 853-7036  
23 kmccall@sidley.com

24 108. **Protective Orders.** All orders and designations regarding the confidentiality  
25 of documents and information (“Protective Orders”) remain in effect, and all Settling  
26 Parties and counsel remain bound to comply with the Protective Orders, including the  
27 provision to certify the destruction of “Confidential” documents.

28 109. **No Rescission on Grounds of Mistake.** The Settling Parties acknowledge  
that they have made their own investigations of the matters covered by this Agreement to  
the extent they have deemed it necessary to do so. Therefore, the Settling Parties agree that  
they will not seek to set aside any part of this Settlement Agreement on the grounds of  
mistake. Moreover, the Settling Parties understand, agree, and expressly assume the risk  
that any fact not recited, contained, or embodied in this Settlement Agreement may turn

1 out hereinafter to be other than, different from, or contrary to the facts now known to them  
2 or believed by them to be true, and further agree that this Settlement Agreement shall be  
3 effective in all respects notwithstanding and shall not be subject to termination,  
4 modification, or rescission by reason of any such difference in facts.

5 IN WITNESS HEREOF the undersigned, being duly authorized, have caused this  
6 Settlement Agreement to be executed on the dates shown below and agree that it shall take  
7 effect on the last date it is executed by the undersigned.

8  
9 **APPROVED AS TO FORM:**

10  
11 Dated: 9/6/2023

**KELLER ROHRBACK LLP**

12  
13 \_\_\_\_\_  
14 Lynn Lincoln Sarko  
15 Gretchen Freeman Cappio  
16 lsarko@kellerrohrback.com  
17 gcappio@kellerrohrback.com  
18 KELLER ROHRBACK LLP  
19 1201 Third Ave., Ste. 3200  
20 Seattle, WA 98101  
21 Telephone: (206) 623-1900  
22 Facsimile: (206) 623-3384

23  
24 Mark D. Samson  
25 Ron Kilgard  
26 Alison Chase  
27 msamson@kellerrohrback.com  
28 rkilgard@kellerrohrback.com  
achase@kellerrohrback.com  
KELLER ROHRBACK LLP  
3101 North Central Avenue, Suite 1400  
Phoenix, AZ 85012  
Telephone: (602) 248-0088  
Facsimile: (602) 248-2822

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Dated: 9/6/23

**LIEFF CABRASER HEIMANN  
& BERNSTEIN LLP**

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Roger N. Heller  
Melissa Gardner  
msobol@lchb.com  
rheller@lchb.com  
mgardner@lchb.com  
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& BERNSTEIN LLP  
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San Francisco, CA 94111  
Telephone (415) 956-1000  
Facsimile: (415) 956-1008

*Co-Lead Class Counsel*

Dated: 9/6/23

**SIDLEY AUSTIN LLP**

---

Kristen R. Seeger  
Kara L. McCall  
Lawrence P. Fogel  
Stephanie C. Stern  
Andrew F. Rodheim  
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sstern@sidley.com  
arodheim@sidley.com  
SIDLEY AUSTIN LLP  
One South Dearborn Street  
Chicago, IL 60603  
Telephone: (321) 853-7000  
Facsimile: (312) 853-7036

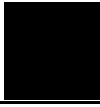
*Counsel for Defendants Walgreens Boots  
Alliance, Inc. and Walgreen Arizona Drug Co.*



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IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement in several counterpart originals on the date set forth opposite their names.

Dated: September 5, 2023



\_\_\_\_\_  
A.J. (as personal representative for the estate of S.J.)

Dated: \_\_\_\_\_

\_\_\_\_\_  
B.P.

Dated: \_\_\_\_\_

\_\_\_\_\_  
D.L.

Dated: \_\_\_\_\_

\_\_\_\_\_  
A.R.

Dated: \_\_\_\_\_

\_\_\_\_\_  
R.G.

Dated: \_\_\_\_\_

\_\_\_\_\_  
S.L.

Dated: \_\_\_\_\_

\_\_\_\_\_  
B.B.

Dated: \_\_\_\_\_

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for Walgreens Boots Alliance, Inc.

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IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement in several counterpart originals on the date set forth opposite their names.

Dated: \_\_\_\_\_  
A.J. (as personal representative for the estate of S.J.)

Dated: 09/06/23 | 11:27 AM PDT \_\_\_\_\_  
B.P.

Dated: \_\_\_\_\_  
D.L.

Dated: \_\_\_\_\_  
A.R.

Dated: \_\_\_\_\_  
R.G.

Dated: \_\_\_\_\_  
S.L.

Dated: \_\_\_\_\_  
B.B.

Dated: \_\_\_\_\_  
for Walgreens Boots Alliance, Inc.

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IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement in several counterpart originals on the date set forth opposite their names.

Dated: \_\_\_\_\_  
A.J. (as personal representative for the estate of S.J.)

Dated: \_\_\_\_\_  
B.P.

Dated: <sup>09/05/23 | 2:49 PM PDT</sup> \_\_\_\_\_  
D.L.

Dated: \_\_\_\_\_  
A.R.

Dated: \_\_\_\_\_  
R.G.

Dated: \_\_\_\_\_  
S.L.

Dated: \_\_\_\_\_  
B.B.

Dated: \_\_\_\_\_  
for Walgreens Boots Alliance, Inc.


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IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement in several counterpart originals on the date set forth opposite their names.

Dated: \_\_\_\_\_  
A.J. (as personal representative for the estate of S.J.)

Dated: \_\_\_\_\_  
B.P.

Dated: \_\_\_\_\_  
D.L.

Dated: 09/06/2023  
  
A.R.

Dated: \_\_\_\_\_  
R.G.

Dated: \_\_\_\_\_  
S.L.

Dated: \_\_\_\_\_  
B.B.

Dated: \_\_\_\_\_  
for Walgreens Boots Alliance, Inc.

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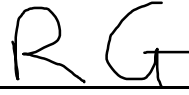
IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement in several counterpart originals on the date set forth opposite their names.

Dated: \_\_\_\_\_  
A.J. (as personal representative for the estate of S.J.)

Dated: \_\_\_\_\_  
B.P.

Dated: \_\_\_\_\_  
D.L.

Dated: \_\_\_\_\_  
A.R.

Dated: 09/06/2023  
  
R.G.

Dated: \_\_\_\_\_  
S.L.

Dated: \_\_\_\_\_  
B.B.

Dated: \_\_\_\_\_  
for Walgreens Boots Alliance, Inc.

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IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement in several counterpart originals on the date set forth opposite their names.


Dated: \_\_\_\_\_  
A.J. (as personal representative for the estate of S.J.)

Dated: \_\_\_\_\_  
B.P.

Dated: \_\_\_\_\_  
D.L.

Dated: \_\_\_\_\_  
A.R.

Dated: \_\_\_\_\_  
R.G.

Dated: 09/06/2023  
  
s.l. (Sep 6, 2023 08:40 PDT)  
S.L.

Dated: \_\_\_\_\_  
B.B.

Dated: \_\_\_\_\_  
for Walgreens Boots Alliance, Inc.

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IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement in several counterpart originals on the date set forth opposite their names.

Dated: \_\_\_\_\_  
A.J. (as personal representative for the estate of S.J.)

Dated: \_\_\_\_\_  
B.P.

Dated: \_\_\_\_\_  
D.L.

Dated: \_\_\_\_\_  
A.R.

Dated: \_\_\_\_\_  
R.G.

Dated: \_\_\_\_\_  
S.L.

Dated: 09/05/2023  
*BB*  
BB (Sep 5, 2023 16:23 PDT)  
B.B.

Dated: \_\_\_\_\_  
for Walgreens Boots Alliance, Inc.

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IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement in several counterpart originals on the date set forth opposite their names.

Dated: \_\_\_\_\_  
A.J. (as personal representative for the estate of S.J.)

Dated: \_\_\_\_\_  
B.P.

Dated: \_\_\_\_\_  
D.L.

Dated: \_\_\_\_\_  
A.R.

Dated: \_\_\_\_\_  
R.G.

Dated: \_\_\_\_\_  
S.L.

Dated: \_\_\_\_\_  
B.B.

Dated: 9/5/2023  
\_\_\_\_\_ for Walgreens Boots Alliance, Inc.



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Dated: 9/5/2023

\_\_\_\_\_ for Walgreen Arizona Drug Co.