

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

DOUGLAS S. CHABOT, et al.,
Individually and on Behalf of All
Others Similarly Situated,

Plaintiffs,

vs.

WALGREENS BOOTS ALLIANCE,
INC., et al.,

Defendants.

) Civ. Action No. 1:18-cv-02118-JPW
)
) CLASS ACTION

) STIPULATION OF SETTLEMENT

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This Stipulation of Settlement (the “Stipulation”), dated as of October 18, 2023, is made and entered into by and between: (i) lead plaintiffs Douglas S. Chabot and Corey M. Dayton (collectively, “Lead Plaintiffs” or “Plaintiffs”), on behalf of themselves and the Class (defined below), on the one hand, by and through their counsel of record in the Action (as defined below); and (ii) defendants Walgreens Boots Alliance, Inc. (“WBA”), Stefano Pessina, and George R. Fairweather (collectively, “Defendants,” and together with Plaintiffs, the “Parties” or the “Settling Parties”) on the other hand, by and through their respective counsel of record in the Action.

WHEREAS:

On November 2, 2018, plaintiffs Douglas S. Chabot, Corey M. Dayton, and Joel M. Kling filed a Class Action Complaint for Violations of the Securities Exchange Act of 1934 against Defendants. ECF 1 (the “Complaint”). On November 16, 2018, the Court (as defined below) granted Plaintiffs’ Motion for Appointment as Substitute Lead Plaintiffs, and appointed Plaintiffs Douglas S. Chabot, Corey M. Dayton, and Joel M. Kling as Lead Plaintiffs. ECF 16.

Defendants filed a Motion to Dismiss the Complaint on December 26, 2018 and, after full briefing, on April 15, 2019, the Court issued a Memorandum and Order denying Defendants’ Motion to Dismiss. ECF 50. Defendants filed an answer to the Complaint on April 29, 2019, in which they denied any wrongdoing or liability,

including denying that Defendants had made any false or misleading statements. ECF 53.

While discovery was ongoing, on July 26, 2019, Plaintiffs filed their Motion for Class Certification. ECF 65. After full briefing and discovery of Plaintiffs, the Court granted Plaintiffs' Motion for Class Certification on January 21, 2020, certifying the Class as set forth herein. ECF 121. On December 8, 2020, the Court entered an Order granting Plaintiffs' unopposed motion to approve the form and manner of providing notice to potential Class Members to notify them of, among other things: (i) the Action pending against Defendants; (ii) the Court's certification of the Action to proceed as a class action on behalf of the Class; (iii) their right to request to be excluded from the Class; (iv) the effect of remaining in the Class or requesting exclusion; and (v) the requirements for requesting exclusion. ECF 157.

From May 23, 2019 to November 20, 2020, Plaintiffs served subpoenas on the following entities, nearly all of which produced documents and a witness for deposition:

- UBS Securities LLC: 5/23/19
- Citigroup Global Markets, Inc.: 5/23/19
- BofA Securities Inc. (Merrill Lynch): 5/23/19
- Rite Aid Corp.: 5/30/19
- Morrow Sodali LLC: 6/5/19

- Finsbury LLC: 6/6/19
- AT Kearney, Inc.: 11/19/19
- Weil Gotshal & Manges LLP: 11/21/19 and 11/20/20

Following fact and expert discovery, which included thirty-one depositions of fact and expert witnesses, on January 24, 2022, Plaintiffs filed a Motion for Partial Summary Judgment (ECF 222) and Defendants filed a Motion for Summary Judgment (ECF 227). After full briefing, on March 31, 2023, the Court denied both motions for summary judgment. ECF 287.

At a pre-trial scheduling conference conducted on April 27, 2023, the Court set this matter for trial on Monday January 29, 2024. ECF 292.

On June 26, 2023, the Court granted Plaintiffs' Unopposed Motion for Voluntary Dismissal of Plaintiff Joel M. Kling Only, With Prejudice. ECF 294.

On July 14, 2023, the Court entered an Order to Show Cause, ordering "that any party who opposes consolidation shall show cause why the Court should not order the cases consolidated for trial no later than Friday, July 28, 2023." ECF 295. The Parties thereafter submitted briefs articulating their respective positions on a consolidated trial.

On July 27, 2023, the Parties participated in a full-day mediation in front of the Hon. Layn R. Phillips (Ret.) ("Judge Phillips"). The Parties did not reach a resolution that day, but discussions with the assistance of Judge Phillips' office continued.

Following over three additional weeks of arm's-length negotiations, on August 20, 2023, the Parties accepted a "Mediator's Recommendation" from Judge Phillips. On August 23, 2023, the Parties signed a Settlement Term Sheet regarding the Settlement (as defined below).

Plaintiffs believe that the claims asserted in the Action have merit and that the evidence developed to date supports the claims asserted. However, Plaintiffs and Lead Counsel (as defined below) recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action through trial (and any possible appeals). Plaintiffs and Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Lead Counsel also are mindful of the inherent problems of proof and the possible defenses to the claims alleged in the Action. Based on their evaluation, Plaintiffs and Lead Counsel believe that the Settlement set forth in this Stipulation confers substantial monetary benefits upon the Class and is in the best interests of the Class.

Each of the Defendants expressly denies any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Defendants believe that they are not liable for the claims asserted against them in the Action and that they have good and meritorious defenses to those claims as a matter of facts and law. This Stipulation shall in no event be construed or deemed to be evidence of, or an admission or

concession on the part of Defendants with respect to any claim or allegation of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted in the Action.

Nonetheless, Defendants have concluded that further litigation could be distracting, burdensome, and expensive. Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be fully, finally, and forever resolved, discharged, and settled in the manner and upon the terms and conditions set forth in this Stipulation.

NOW THEREFORE, without any concession by Plaintiffs that the Action lacks merit, and without any concession by Defendants of any liability or wrongdoing or lack of merit in their defenses, it is hereby **STIPULATED AND AGREED**, by and among the Plaintiffs and the Defendants, each through their respective attorneys, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure (“Rule(s)”), that, in consideration of the benefits flowing to the Settling Parties, all Released Claims (as defined below) (including Unknown Claims (as defined below)), as against all Released Parties (as defined below), shall be fully, finally, and forever compromised, settled, released, discharged, and dismissed with prejudice, and without costs (except as provided in the Stipulation), upon and subject to the following terms and conditions:

1. Definitions

As used in this Stipulation, the following terms shall have the meanings set forth below.

1.1 “Action” means the securities class action pending in the Middle District of Pennsylvania with the caption *Chabot, et al. v. Walgreens Boots Alliance, Inc., et al.*, No. 1:18-cv-02118-JPW.

1.2 “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment (as defined below) provided for in this Stipulation.

1.3 “Authorized Claimant” means a Class Member (as defined below) who or which timely submits a valid Claim Form (as defined below) to the Claims Administrator (as defined below) in accordance with the requirements established by the Court, and that is approved by the Claims Administrator for payment from the Net Settlement Fund (as defined below).

1.4 “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached hereto as Exhibit A-2, that a Claimant (as defined below) must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

1.5 “Claimant” means a Person (as defined below) or entity who or which submits a Claim Form to the Claims Administrator seeking to be eligible to share in a distribution of the Net Settlement Fund.

1.6 “Claims Administrator” means Gilardi & Co. LLC.

1.7 “Class” or “Class Member” means all Persons or entities who purchased or otherwise acquired Rite Aid Corporation (“Rite Aid”) common stock between October 20, 2016 and June 28, 2017, inclusive, and were damaged thereby. Excluded from the Class are: (i) defendant WBA, and any of its subsidiaries, parents, and affiliates; (ii) defendants Stefano Pessina and George R. Fairweather and any of their immediate families, any entities in which they have a controlling interest, and their legal representatives, heirs, successors, or assigns; and (iii) the officers and directors of Rite Aid during the Class Period (as defined below), and any members of their immediate families, any entities in which they have a controlling interest, and their legal representatives, heirs, successors, or assigns. Also excluded from the Class are all persons and entities who previously submitted a Request for Exclusion (as defined below) from the Class in connection with the Class Notice (as defined below).

1.8 “Class Notice” means the Notice of Pendency of Class Action that was mailed to potential Class Members beginning in December 2020, notifying them of, among other things: (i) the Action pending against Defendants; (ii) the Court’s certification of the Action to proceed as a class action on behalf of the Class; (iii) their

right to request to be excluded from the Class; (iv) the effect of remaining in the Class or requesting exclusion; and (v) the requirements for requesting exclusion.

1.9 “Class Period” means October 20, 2016 to June 28, 2017, inclusive.

1.10 “Complaint” means the Class Action Complaint for Violations of the Securities Exchange Act of 1934 filed in this Action on November 2, 2018.

1.11 “Court” means the United States District Court for the Middle District of Pennsylvania.

1.12 “Defendants” means WBA, Stefano Pessina, and George R. Fairweather.

1.13 “Defendants’ Counsel” means Weil, Gotshal & Manges LLP and Buchanan Ingersoll & Rooney PC.

1.14 “Effective Date” means the date upon which the Settlement shall have become effective, as set forth in ¶8.1, below.

1.15 “Escrow Account” means the separate escrow account designated and controlled by Robbins Geller Rudman & Dowd LLP into which the Settlement Amount (as defined below) will be deposited for the benefit of the Class.

1.16 “Escrow Agent” means Robbins Geller Rudman & Dowd LLP.

1.17 “Excluded Defendants’ Claims” means: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims against any Person or entity who or which previously submitted a Request for Exclusion (as defined below).

1.18 “Excluded Plaintiffs’ Claims” means: (i) any claims relating to the enforcement of the Settlement; (ii) any claims by any Person or entity who or which previously submitted a Request for Exclusion; and (iii) any ERISA or derivative claims. For the avoidance of doubt, Excluded Plaintiffs’ Claims does not include any claims for contribution that are otherwise within the definition of Released Plaintiffs’ Claims (as defined below).

1.19 “Fee and Expense Application” means Plaintiffs’ Counsel’s (as defined below) application for an award of attorneys’ fees and Litigation Expenses (as defined below), and any award to Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4) of the Private Securities Litigation Reform Act of 1995 in connection with their representation of the Class.

1.20 “Final” means, with respect to any order of court, including, without limitation, the Judgment, that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal or otherwise. Without limitation, an order becomes “Final” when: (i) no appeal has been filed and the prescribed time for commencing any appeal has expired; or (ii) an appeal has been filed and either: (a) the appeal has been dismissed and the prescribed time, if any, for commencing any further appeal has expired; or (b) the order has been affirmed in all material respects and the prescribed time, if any, for commencing any further appeal has expired. For purposes of this definition of “Final,” an “appeal”

includes any motion to alter or amend under Rule 52(b) or Rule 59(e) of the Federal Rules of Civil Procedure, any appeal as of right, discretionary appeal, interlocutory appeal, petition for writ of certiorari, or other proceeding involving writs of certiorari or mandamus, and any other proceedings of like kind. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation (as defined below), or to the Court's award of attorneys' fees or expenses, shall not in any way delay or affect the time set forth above for the Judgment to become Final or otherwise preclude the Judgment from becoming Final.

1.21 "Final Approval Hearing" means the hearing set by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider Final approval of the Settlement, Stipulation, and Lead Counsel's Fee and Expense Application.

1.22 "Judgment" means the proposed judgment to be entered by the Court finally approving the Settlement, substantially in the form attached hereto as Exhibit B.

1.23 "Lead Counsel" means Robbins Geller Rudman & Dowd LLP.

1.24 "Lead Plaintiffs" or "Plaintiffs" means Douglas S. Chabot and Corey M. Dayton.

1.25 "Litigation Expenses" means costs and expenses and charges incurred in connection with commencing, prosecuting, and settling the Action, for which Lead

Counsel intends to apply to the Court for payment from the Settlement Fund (as defined below).

1.26 “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded attorneys’ fees and Litigation Expenses awarded by the Court and any award to Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4); (ii) Notice and Administration Costs (as defined below); (iii) Taxes (as defined below) and Tax Expenses (as defined below); and (iv) any other fees or expenses approved by the Court.

1.27 “Notice” means the Notice of Proposed Settlement of Class Action to be sent to Class Members, which shall be substantially in the form attached hereto as Exhibit A-1.

1.28 “Notice and Administration Costs” means any costs, fees, and expenses that are incurred by the Claims Administrator in connection with providing notice to the Class, locating Class Members, soliciting claims, assisting with the submission of claims, processing Proofs of Claim, administering and distributing the Net Settlement Fund to Authorized Claimants, paying the transfer agent’s actual and reasonable fees and expenses, if any, and paying escrow fees and costs, if any.

1.29 “Parties” or “Settling Parties” means Plaintiffs, on behalf of themselves and the Class, and the Defendants.

1.30 “Person(s)” means any individual, corporation (including all divisions and subsidiaries), general or limited partnership, limited liability partnership, domestic

partnership, marital community, association, joint stock company, joint venture, joint venturer, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

1.31 “Plaintiffs’ Counsel” means Lead Counsel and Saxton & Stump LLC.

1.32 “Plan of Allocation” means the plan for allocating the Net Settlement Fund as set forth in the Notice, or such other plan of allocation as the Court may approve.

1.33 “Preliminary Approval Order” means the proposed Order Preliminarily Approving Settlement and Providing for Notice, substantially in the form attached hereto as Exhibit A.

1.34 “Related Persons” means each of a Defendant’s past, present, or future parents, subsidiaries and affiliates, and their respective directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of an individual Defendant’s immediate family, or any trust of which any individual

Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his family.

1.35 “Released Claims” means all Released Defendants’ Claims (as defined below) and all Released Plaintiffs’ Claims (as defined below).

1.36 “Released Defendant Parties” means each and all of the Defendants, and each of their Related Persons.

1.37 “Released Defendants’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims, whether arising under federal, state, common or foreign law, or any other law, that are based upon, arise out of, relate to, or concern the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants’ Claims do not include, settle, or release any of the Excluded Defendants’ Claims.

1.38 “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties (as defined below).

1.39 “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, or any other law, that (a) Plaintiffs or any other member of the Class asserted in the Complaint or could have asserted in the Action, or in any other action or in any forum (including, without limitation, any federal or state court, or in any other court,

arbitration proceeding, administrative agency, or other forum, in the U.S. or elsewhere), including any such claims that (i) arise out of or relate to any disclosures (including in financial statements), U.S. Securities and Exchange Commission filings, press releases, investor calls, registration statements, offering memoranda, web postings, presentations, or any other statements made by Defendants during the Class Period, or (ii) that arise out of or are based upon the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, or omissions set forth in the Complaint; and (b) relate to the purchase or acquisition of Rite Aid common stock during the Class Period. Released Plaintiffs' Claims do not include, settle, or release any of the Excluded Plaintiffs' Claims.

1.40 "Released Plaintiff Parties" means the Plaintiffs, each and every Class Member, Plaintiffs' Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members. Released Plaintiff Parties does not include any Person who previously submitted a Request for Exclusion.

1.41 “Request for Exclusion” means a timely and valid request for exclusion from the Class provided in accordance with the requirements set by the Court in connection with the Class Notice.

1.42 “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

1.43 “Settlement Amount” means \$192,500,000.00 (One Hundred Ninety-Two Million, Five Hundred Thousand U.S. Dollars) in cash.

1.44 “Settlement Fund” means the Settlement Amount and any interest and income earned thereon.

1.45 “Settlement Hearing” means the hearing to be held by the Court to determine whether: (i) the Settlement is fair, reasonable, and adequate and should be approved; (ii) the Plan of Allocation is fair, reasonable, and adequate and should be approved; and (iii) Plaintiffs’ Counsel’s request for an award of attorneys’ fees and expenses should be approved.

1.46 “Stipulation” means this Stipulation of Settlement.

1.47 “Summary Notice” means the Summary Notice for publication, which shall be substantially in the form attached hereto as Exhibit A-3.

1.48 “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of taxes or the preparation of tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants

and mailing and distribution costs relating to filing (or failing to file) the returns described in ¶5.11.

1.49 “Taxes” means any federal, state, and/or local taxes of any kind (including any estimated taxes, interest or penalties) with respect to the income earned by the Settlement Fund as described in ¶5.11.

1.50 “Unknown Claims” means any and all Released Plaintiffs’ Claims that Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor and the time of the release of such claims, regardless of whether such claim(s), if known by him, her, or it, might have affected his, her, or its decision to enter into this Settlement, execute this Stipulation, and agree to all the various releases set forth herein, or might have affected his, her, or its decision not to object to this Settlement or not exclude himself, herself, or itself from the Class. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and the Defendants shall expressly waive, and each of the other Class Members shall be deemed to have, and by operation of law and of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, to the

fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code §1542, or any law of any state or territory of the United States, or principle of common law or of international or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

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

Plaintiffs and Defendants acknowledge, and each Class Member shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

2. Preliminary Approval of Settlement

2.1 Promptly after execution of the Stipulation, Lead Counsel shall submit the Stipulation together with its exhibits (the “Exhibits”) to the Court and shall apply for entry of the Preliminary Approval Order, requesting, *inter alia*, the preliminary approval of the Settlement set forth in the Stipulation and approval for the mailing of the Notice and publication of the Summary Notice, in the forms of Exhibits A-1 and A-3, respectively, attached hereto. The Notice shall include the general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, and the date of the Settlement Hearing.

2.2 From the date of this Stipulation through the Effective Date of the Settlement, Plaintiffs agree, other than for those matters necessary to implement and effectuate the settlement itself: (a) not to take any steps to prosecute any of the Released Plaintiffs' Claims against any of the Released Defendant Parties; and (b) not to initiate or participate in any proceedings asserting any of the Released Plaintiffs' Claims against any of the Released Defendant Parties.

3. CAFA Notice

3.1 Without conceding that such notice is required by law, no later than ten (10) calendar days after the Stipulation of Settlement is filed with the Court, Defendants shall serve notice of the proposed Settlement to the appropriate federal and state officials under the Class Action Fairness Act, 28 U.S.C. §1715, *et seq.* ("CAFA"), and shall pay any and all costs associated with providing such notice. At least seven (7) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with the notice requirements of CAFA.

4. Release of Claims

4.1 The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action as against Defendants; and (ii) the Releases provided for herein.

4.2 Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the Class Members (who have not validly opted out of the Class), on behalf of themselves, and their respective former and present officers, directors, employees, agents, affiliates, parents, subsidiaries, insurers, reinsurers, heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever released, relinquished, waived, and discharged any or all of the Released Plaintiffs' Claims, including, without limitation, Unknown Claims, against Defendants and the other Released Defendant Parties, whether or not such Class Members execute and deliver a Proof of Claim, and shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement of any and all Released Plaintiffs' Claims, including, without limitation, Unknown Claims, against Defendants and the other Released Defendant Parties, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction.

4.3 Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, each of the Released Defendant Parties, on behalf of themselves, and their respective former and present officers, directors, employees, agents, affiliates, parents, subsidiaries, insurers, reinsurers, heirs, executors, administrators, predecessors, successors, and

assigns in their capacities as such, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged any or all of the Released Defendants' Claims, including, without limitation, Unknown Claims, against the Released Plaintiff Parties, including Plaintiffs' Counsel, and shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement of any and all Released Defendants' Claims, including, without limitation, Unknown Claims, against Plaintiffs and the other Released Plaintiff Parties, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction.

4.4 Notwithstanding ¶¶4.2-4.3 above, nothing in the Judgment, or the Alternate Judgment, if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment, or Alternate Judgment, if applicable.

5. The Settlement Consideration

5.1 In consideration of the settlement of the Released Claims, Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account as follows:

(1) \$30,000,000.00 (Thirty Million U.S. Dollars) shall be paid into the Escrow Account by October 30, 2023, provided that the Court has preliminarily

approved the Settlement by such date, or, if the Court has not preliminary approved the Settlement by such date, within two (2) business days after preliminary approval;

(2) \$75,000,000.00 (Seventy Five Million U.S. Dollars) shall be paid into the Escrow Account by January 4, 2024;

(3) \$87,500,000.00 (Eighty Seven Million, Five Hundred Thousand U.S. Dollars) shall be paid into the Escrow Account by March 4, 2024.

5.2 Lead Counsel shall have the right, but not the obligation, to terminate the Settlement fifteen (15) calendar days after Defendants' failure to timely pay the Settlement Amount into the Escrow Account under any aspect of the payment schedule in ¶5.1, but only if: (i) Defendants have received from Lead Counsel written notice of Lead Counsel's intention to terminate the Settlement; and (ii) the entire Settlement Amount is not transferred to the Escrow Account within fourteen (14) calendar days after Lead Counsel has provided such written notice.

5.3 The Settlement Amount represents the entirety of the Released Defendant Parties' financial obligations under this Stipulation and in connection with this Settlement, meaning that it includes all attorneys' fees and expenses awarded to Plaintiffs' Counsel, Notice and Administration Costs, Taxes, and Tax Expenses of any kind whatsoever associated with the Settlement. The payment of the Settlement Amount into the Escrow Account in accordance with ¶5.1 above fully discharges the Released Defendant Parties' financial obligations under this Stipulation and in

connection with the Settlement, meaning that no Released Defendant Parties shall have any other obligation to make any payment into the Escrow Account or to any Class Member under this Stipulation or in connection with this Settlement. For the avoidance of doubt, under no circumstances shall the total to be paid by the Released Defendant Parties under this Stipulation exceed the Settlement Amount.

5.4 The Settlement Fund shall be used: (i) to pay all Notice and Administration Costs; (ii) to pay all Taxes and Tax Expenses; (iii) to pay Plaintiffs' Counsel's attorneys' fees and Litigation Expenses, and the award to Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4), if and to the extent allowed by the Court; and (iv) to distribute the Net Settlement Fund to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court. In no event shall the Released Defendant Parties bear any responsibility for any fees, costs, or expenses in connection with the Settlement or the Judgment beyond payment of the Settlement Amount.

5.5 The Escrow Agent shall not disburse the Settlement Fund except: (i) as provided in the Stipulation; (ii) by an order of the Court; or (iii) with the written agreement of counsel for the Settling Parties.

5.6 Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are provided for under the terms of the Stipulation.

5.7 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

5.8 Prior to the Effective Date and without further order of the Court, up to \$1,125,000.00 (One Million One Hundred and Twenty-Five Thousand U.S. Dollars) of the Settlement Fund may be used by the Escrow Agent to pay any reasonable Notice and Administration Costs. After the Effective Date, Lead Counsel may pay all further reasonable Notice and Administration Costs, regardless of amount, without further order of the Court. In the event that the Settlement is not consummated, money paid or costs actually incurred or due and owing for these notice and administration purposes shall not be returned to the entities that funded the Settlement Fund. In any event, no Defendant or any of their Related Persons shall bear any cost or have any responsibility for providing notice to the Class. In addition, if so ordered by the Court upon Preliminary Approval, Plaintiffs' Counsel shall be entitled to provisional reimbursement of 75% of their Litigation Expenses and charges, subject to Plaintiffs' Counsel's several obligation to make appropriate refunds or repayments to the Settlement Fund plus interest earned thereon if, and when, as a result of any order, Plaintiffs' Counsel's final fee or expense award is lower than that amount.

5.9 The Escrow Agent shall invest the Settlement Fund deposited pursuant to ¶5.1 hereof in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All costs and risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund. No Defendants, nor any Released Defendant Parties, shall have any responsibility for, interest in, or liability whatsoever with respect to investment decisions by the Escrow Agent.

5.10 The Settling Parties agree that the Settlement Fund is intended to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1, and that the Escrow Agent, as administrator of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)) for the Settlement Fund. The Escrow Agent shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendant Parties shall not

have any liability or responsibility for any such Taxes or Tax Expenses. Upon written request, Defendants will provide to Lead Counsel the statement described in Treasury Regulation §1.468B-3(e). The Escrow Agent, as administrator of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation §1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

5.11 All: (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Defendant Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal or state income tax purposes; and (ii) Tax Expenses, including expenses and costs incurred in connection with the operation and implementation of this ¶5.11 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶5.11), shall be paid out of the Settlement Fund; in all events the Released Defendant Parties and their counsel shall have no liability or

responsibility for Taxes or Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(1)(2)); neither the Released Defendant Parties nor their counsel are responsible nor shall they have any liability therefor. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶5.11. The Released Defendant Parties shall have no responsibility with respect to the payment of Taxes, as described herein.

5.12 The Settlement is not a claims-made settlement. Defendants shall not have a reversionary interest in the Net Settlement Fund. If there is any balance remaining in the Net Settlement Fund after a reasonable amount of time following the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible, reallocate such balance in an equitable and economical fashion among Authorized Claimants who negotiated the checks sent to them in the initial distribution and who would receive a distribution with a value of at least \$10.00. These

reallocations shall be repeated until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be donated to the Pennsylvania Legal Aid Network.

5.13 The Released Defendant Parties and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel, the Escrow Agent, or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation or its implementation, administration, or interpretation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, Tax Expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

6. Plaintiffs' Counsel's Attorneys' Fees and Expenses

6.1 Plaintiffs' Counsel may submit an application or applications (the "Fee and Expense Application") for: (i) an award of attorneys' fees; plus (ii) expenses, costs, or charges in connection with prosecuting the Action; plus (iii) any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court. Any and all such

fees, expenses, and costs awarded by the Court shall be payable solely out of the Settlement Fund. In addition, Plaintiffs may submit an application for an award pursuant to 15 U.S.C. §78u-4(a)(4) in connection with their representation of the Class.

6.2 The attorneys' fees and expenses, as awarded by the Court, shall be paid to Lead Counsel from the Settlement Fund, as ordered, immediately upon entry of the Court's order awarding such fees and expenses. This provision shall apply notwithstanding timely objection to, potential for appeal from, or collateral attack on, the Settlement or the award of fees and expenses. Lead Counsel shall thereafter allocate the attorneys' fees among Plaintiffs' Counsel in a manner that Lead Counsel in good faith believes reflects the contributions of such counsel to the prosecution and resolution of the Action. Any such awards shall be paid solely by the Settlement Fund.

6.3 In the event that the Judgment or the order awarding such fees and expenses paid to Lead Counsel pursuant to ¶¶6.1 and 6.2 is reversed or modified, or if the Settlement is cancelled or terminated for any reason, then Plaintiffs' Counsel shall, in an amount consistent with such reversal or modification, refund such fees or expenses to the Settlement Fund pursuant to ¶2.9, plus the interest earned thereon, within twenty-one (21) calendar days from receiving notice from Defendants' Counsel or from a court of competent jurisdiction. Any refunds required pursuant to this

paragraph shall be the several obligation of each Plaintiffs' Counsel to make appropriate refunds or repayments to the Settlement Fund. Each Plaintiffs' Counsel, as a condition of receiving such fees or expenses on behalf of itself and each partner and/or shareholder of it, agrees that its law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Lead Plaintiff nor Lead Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses.

6.4 The procedure for and the allowance or disallowance by the Court of the Fee and Expense Application, to be paid out of the Settlement Fund, are not part of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement of the Action.

6.5 Other than Defendants' obligation to fund the Settlement Amount, Plaintiffs, Lead Counsel, and the Class Members shall have no recourse against the

Released Defendant Parties for the payment of any attorneys' fees or Litigation Expenses in connection with this Action.

6.6 Defendants and their Related Persons shall have no responsibility for, and no liability whatsoever with respect to, any payment to Lead Counsel from the Settlement Fund or the allocation among Plaintiffs' Counsel, and/or any other Person who may assert some claim to any fees or expenses awarded by the Court.

7. Notice and Settlement Administration

7.1 As part of the Preliminary Approval Order, Lead Counsel shall seek appointment of the Claims Administrator. The Claims Administrator, subject to such supervision and direction of the Court as may be necessary or as circumstances may require, shall provide notice of the Settlement to the Class, shall administer and calculate the claims submitted by Class Members, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. None of the Defendants, nor any of the other Released Defendant Parties, shall have any involvement in, or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claim Forms process, the payment or withholding of taxes, or the distribution of the Net Settlement Fund, and shall have no liability whatsoever to any Person or entity, including, but not limited to, Plaintiffs, any other Class Members, or Lead Counsel in connection with the foregoing.

7.2 In accordance with the schedule set forth in the Preliminary Approval Order, Lead Counsel shall cause the Claims Administrator to mail the Notice, substantially in the form of Exhibit A-1 attached hereto, and a Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, to those members of the Class as may be identified through reasonable effort. Lead Counsel shall also cause the Claims Administrator to have the Notice and Proof of Claim published in accordance with the terms of the Preliminary Approval Order to be entered by the Court. The cost of providing such notice shall be paid out of the Settlement Fund.

7.3 Each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, postmarked by no later than ninety (90) calendar days after the Notice Date (as defined in Exhibit A attached hereto) or such other time as may be set by the Court (the “Bar Date”), signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as are reasonably available to such Person.

7.4 The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim compared to the total Recognized Claims of all Authorized Claimants (as defined in the Plan of Allocation set forth in the Notice

attached hereto as Exhibit A-1, or in such other plan of allocation as the Court approves). Following the Effective Date, the Claims Administrator shall send to each Authorized Claimant his, her, or its *pro rata* share of the Net Settlement Fund, as long as the Authorized Claimant will receive a distribution with a value of at least \$10.00.

7.5 Any Class Member who or which does not submit a valid Claim Form will not be entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or the Alternate Judgment, if applicable, to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendant Parties with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with respect to the Settlement.

7.6 Lead Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant, nor any other Released Defendant Party, shall be permitted to review, contest, or object to any claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any claim for payment by a Class Member. Notwithstanding the foregoing, Defendants and the Released Defendant Parties may confidentially obtain copies of a Claimant's claim if necessary

to enforce any and all terms of the Settlement. Lead Counsel shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any claims submitted in the interests of achieving substantial justice.

7.7 For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Claimant shall be required to submit a Claim Form in paper form, substantially in the form attached hereto as Exhibit A-2, or in electronic form, in accordance with the instructions for the submission of such Claim Forms, and supported by such documents as are designated therein, including proof of the Claimant's alleged loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

(b) All Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice. Any Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court such Class Member's Claim Form is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, and the Releases provided for herein and therein, and will be permanently barred and enjoined

from bringing any action, claim, or other proceeding of any kind against any Released Defendant Party with respect to any Released Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the obligation) to accept late-submitted claims for processing so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby;

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the Plan of Allocation the extent, if any, to which each Claim Form shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim Form in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim Form the Claims Administrator proposes to reject in whole or in part,

setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim Form is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim Form has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above or a lesser time period if the Claim Form was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim Form cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

7.8 Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim Form, and the Claim Form will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however, that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Claim Form. No discovery shall be allowed on the merits, prosecution, or defense of this Action or of the Settlement in connection with the processing of Claim Forms.

7.9 Payment pursuant to the Plan of Allocation shall be final and conclusive against all Claimants. All Class Members whose Claim Forms are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Released Defendant Parties with respect to any and all of the Released Plaintiffs' Claims.

7.10 All proceeds with respect to the administration, processing, and determination of Claim Forms and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claim Forms, shall be subject to the jurisdiction of the Court. All Class Members, other Claimants, and Parties to this settlement expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determination.

7.11 No Person shall have any claim against Plaintiffs, the Class, Plaintiffs' Counsel, Released Defendant Parties, Defendants' Counsel, or the Claims Administrator based on distributions made substantially in accordance with the

Settlement, the Stipulation, and the Plan of Allocation, or otherwise as further ordered by the Court.

7.12 Defendants shall take no position with respect to the Plan of Allocation or any other such plan as may be approved by the Court.

7.13 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of the Settlement and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's Judgment approving the Stipulation and the Settlement set forth therein, or any other orders entered pursuant to the Stipulation. Class Members and Defendants shall be bound by the terms of this Stipulation, irrespective of whether the Court disapproves or modifies the Plan of Allocation.

8. Conditions of Settlement and Effect of Disapproval, Cancellation, or Termination

8.1 The Effective Date of the Settlement shall be conditioned on the occurrence or waiver of all of the following events:

(a) the Stipulation, and such other documents as may be required to obtain final Court approval of the Stipulation in a form satisfactory to the Settling Parties, have been executed;

(b) the full Settlement Amount has been deposited into the Escrow Account;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation (including pursuant to the Supplemental Agreement described in ¶8.6 below);

(d) the Court has entered the Preliminary Approval Order, substantially in the form of Exhibit A hereto, as required by ¶2.1 hereof;

(e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment and the Judgment has become Final, or the Court has entered an Alternate Judgment and neither Plaintiffs nor Defendants seeks to terminate the Settlement and the Alternate Judgment has become Final.

8.2 Upon the occurrence of all of the events referenced in ¶8.1 hereof, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

8.3 If all of the conditions specified in ¶8.1 hereof are not met, then the Stipulation shall be canceled and terminated subject to ¶8.4 hereof unless Lead Counsel and Defendants' Counsel on behalf of their respective clients mutually agree in writing to proceed with the Settlement.

8.4 In the event the Stipulation is not approved or is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Stipulation is not approved or Judgment is reversed or vacated following any appeal taken therefrom:

(a) Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to August 18, 2023.

(b) The terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.48, 5.8, 5.10-5.12, 6.3, 8.3, 8.4, 10.2, 10.3, and 10.7, shall have no further force and effect with respect to Plaintiffs and Defendants and shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or Alternate Judgment, if applicable, or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any such order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees and expenses, and interest awarded by the Court to Plaintiffs' Counsel or Plaintiffs shall constitute grounds for cancellation or termination of the Stipulation.

(c) Within twenty-one (21) calendar days after written notification of such event is sent by Defendants' Counsel to the Escrow Agent, the Settlement Fund (including accrued interest), less expenses which have either been incurred or disbursed pursuant to ¶¶5.8 or 5.11 hereof, shall be refunded to the Defendants that

paid any portion of the Settlement Amount pursuant to written instructions provided by Defendants' Counsel to the Escrow Agent. At the request of Defendants' Counsel, the Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any expenses incurred in connection with such application(s) for refund, to the Defendants that paid any portion of the Settlement Amount pursuant to written direction provided by Defendants' Counsel to the Escrow Agent.

8.5 It is further stipulated and agreed that Plaintiffs and Defendants shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to the other Parties to this Stipulation within thirty (30) days of: (i) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (ii) the Court's final refusal to approve the Settlement or any material part thereof; (iii) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; (iv) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Third Circuit or the United States Supreme Court; or (v) the date upon which an Alternate Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Third Circuit or the United States Supreme Court, and the provisions of ¶8.4 above shall apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an

application for an award of attorneys' fees or Litigation Expenses or with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of any Judgment or Alternate Judgment, if applicable, and shall not be grounds for termination of the Settlement.

8.6 In addition to the grounds set forth in ¶8.5 above, Defendants shall have the option to terminate the Settlement in the event that the Court permits additional Requests for Exclusion from Class Members, and those additional Requests for Exclusion meet the conditions set forth in a separate Supplemental Agreement Regarding Requests for Exclusion ("Supplemental Agreement") executed between Plaintiffs and Defendants, in accordance with the terms of that agreement. The Supplemental Agreement shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and as similarly set forth in the Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court otherwise directs or a dispute arises between Plaintiffs and Defendants concerning its interpretation or application, in which event the Parties shall submit the Supplemental Agreement to the Court *in camera* and request that the Court afford it confidential treatment.

8.7 In addition to the grounds set forth in ¶8.5 above, Plaintiffs shall also have the right to terminate the Settlement in the event that the Settlement Amount has

not been paid, as provided for in ¶5.2 above, by providing written notice of the election to terminate to Defendants' Counsel.

9. No Admission of Wrongdoing

9.1 Defendants expressly deny any liability with respect to the matters alleged in the Complaint. Defendants have denied and continue to deny, *inter alia*, that Plaintiffs and Class Members have suffered any damages alleged in the Complaint; that the price of Rite Aid common stock was artificially inflated by reason of any alleged misrepresentations, omissions, or otherwise; that Defendants acted fraudulently or wrongfully in any way; that Defendants made any alleged material misrepresentation or omission; or that the alleged harm suffered by Plaintiffs and other Class Members, if any, was causally linked to any alleged misrepresentations or omissions. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action. Nonetheless, Defendants have concluded that further litigation of the Action, especially given the complexity of cases such as this one, would be protracted, burdensome, and expensive, and that it is desirable and beneficial to them that they secure releases to the fullest extent permitted by law and that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Stipulation.

9.2 Neither this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of

allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any allegation by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant Parties or in any way referred to for any other reason as against any of the Released Defendant Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Released Plaintiff Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff Parties that any of their claims are without merit, that any of the Released Defendant Parties had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded

the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Released Parties as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; provided, however, that, notwithstanding the foregoing, if this Stipulation is approved by the Court, the Parties and the Released Parties and their respective counsel may file or refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

10. Miscellaneous Provisions

10.1 The Settling Parties: (i) acknowledge that it is their intent to consummate this Stipulation; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation.

10.2 All of the Exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this

Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

10.3 Defendants warrant that, as to the payments made on behalf of them, at the time of entering into this Stipulation and at the time of such payment they, or to the best of their knowledge any Persons or entities contributing the payment of the Settlement Amount, are not “insolvent” within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Amount, or any portion thereof, by or on behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law, and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by others, then, at the election of Lead Counsel, Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment or Alternate Judgment, if applicable, entered in favor of the Released Defendant Parties and Released Plaintiff Parties pursuant to this Stipulation, in which event the Releases and Judgment, or Alternate Judgment, if applicable, shall be null and void, and the Parties shall be restored to their respective positions in the litigation as provided in ¶8.4 above

and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in ¶8.4 above.

10.4 The Settling Parties agree that this Stipulation is intended to inure to the benefit of, and be enforceable by, all Released Parties.

10.5 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties agree that throughout the course of the Action, all Parties and their counsel acted in good faith and complied with Rule 11, and no Party will deny that the Action was commenced, litigated, and resolved in good faith and in a manner that comports with Rule 11. No Party will assert any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the litigation of this Action, including, but not limited to, the institution, prosecution, defense, or settlement of the Action. No Party will object to any finding by the Court in the Judgment or otherwise that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process supervised and conducted by the Honorable Layn R. Phillips, and reflect the Settlement that was reached voluntarily

after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

10.6 Defendants and Defendants' Counsel retain the right to deny that the claims asserted in the Action were meritorious. Plaintiffs and Plaintiffs' Counsel and Defendants and Defendants' Counsel shall not make any accusations of wrongful or actionable conduct by either Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged, to the media or otherwise.

10.7 Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, Plaintiffs, Defendants, and their respective counsel shall use their best efforts to keep all negotiations, discussions, and drafts in connection with the Stipulation confidential.

10.8 The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of both Plaintiffs and Defendants (or their successors-in-interest).

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

10.10 The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain

jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Class Members.

10.11 All agreements made and orders entered during the course of the Action relating to the confidentiality of documents and information shall survive this Stipulation.

10.12 The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

10.13 The Stipulation and the Exhibits attached (together with the Supplemental Agreement referred to in ¶8.6) constitute the entire agreement among Plaintiffs and Defendants concerning the Settlement and this Stipulation or its Exhibits. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party concerning this Stipulation, its exhibits, or the Supplemental Agreement other than those contained and memorialized in such documents.

10.14 This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature

transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

10.15 Except as otherwise provided herein (or, as between Defendants, in any separate agreements between them), each Settling Party shall bear its own costs.

10.16 No waiver of any term or provision of this Stipulation, or of any breach or default hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all Settling Parties or their respective successors-in-interest. No waiver of any term or provision of this Stipulation, or of any breach or default hereof or hereunder, shall be construed as a waiver of the same or any other term or provision or of any previous or subsequent breach thereof.

10.17 This Stipulation shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to resolve completely those claims and disputes, including in the Action, as more fully described herein. If any provision of this Stipulation shall be determined to be invalid, void, or illegal, such provision shall be construed and amended in a manner that would permit its enforcement, but in no event shall such provision affect, impair, or invalidate any other provision hereof.

10.18 Neither the Plaintiffs nor Defendants shall be bound by the Stipulation if the Court modifies material terms thereof; provided, however, that it shall not be a basis for Plaintiffs to terminate the Settlement if the Court modifies any proposed Plan of Allocation or criteria for allocation of the Net Settlement Fund amongst Authorized

Claimants, or if the Plan of Allocation is modified on appeal. Nor shall it be a basis to terminate the Stipulation if the Court disapproves of or modifies the terms of this Stipulation with respect to attorneys' fees or expenses or the distribution of the Net Settlement Fund. Notwithstanding any such modification of the terms or Plan of Allocation or the Stipulation with respect to attorneys' fees or expenses, Defendants shall be entitled to all benefits of the Settlement and shall not, under any circumstances, be called upon to contribute additional funds in addition to the Settlement Fund.

10.19 All counsel and any other Person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

10.20 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given: (i) when delivered personally to the recipient; (ii) one (1) business day after being sent to the recipient by UPS (charges prepaid); or (iii) seven (7) calendar days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Plaintiffs or to Plaintiffs' Counsel:

David A. Knotts
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900
San Diego, CA 92101-8498
(619) 231-1058

If to Defendants or to Defendants' Counsel:

Caroline Hickey Zalka
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
(212) 310-8000

10.21 The Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Settling Parties.

10.22 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.

10.23 Pending approval of the Court of the Stipulation and its Exhibits, all proceedings in this Action shall be stayed, and all members of the Class shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Defendant Parties.

10.24 This Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Pennsylvania, and the rights and obligations of the Plaintiffs and Defendants

hereunder shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Pennsylvania, without giving effect to that State's choice-of-law principles.

10.25 This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and the Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of October 18, 2023.

ROBBINS GELLER RUDMAN
& DOWD LLP
RANDALL J. BARON
A. RICK ATWOOD, JR.
DAVID A. KNOTTS



DAVID A. KNOTTS

655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)

Lead Counsel for Plaintiffs

SAXTON & STUMP LLC
LAWRENCE F. STENGEL
CARSON B. MORRIS
280 Granite Run Drive, Suite 300
Lancaster, PA 17601
Telephone: 717/556-1000
lfs@saxtonstump.com
cbm@saxtonstump.com

Local Counsel

WEIL, GOTSHAL & MANGES LLP
JONATHAN D. POLKES
CAROLINE HICKEY ZALKA



CAROLINE HICKEY ZALKA

767 Fifth Avenue
New York, NY 10153
Telephone: 212/310-8000
jonathan.polkes@weil.com
caroline.zalka@weil.com

BUCHANAN INGERSOLL & ROONEY PC
Thomas G. Collins (PA 75896)
409 North Second Street, Suite 500
Harrisburg, PA 17101
Telephone: 717/ 237-4843
thomas.collins@bipc.com

Attorneys for Defendants

EXHIBIT A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

DOUGLAS S. CHABOT, et al.,	)	Civ. Action No. 1:18-cv-02118-JPW
Individually and on Behalf of All)	
Others Similarly Situated,	)	<u>CLASS ACTION</u>
)	
Plaintiffs,	)	ORDER PRELIMINARILY
	)	APPROVING SETTLEMENT AND
vs.	)	PROVIDING FOR NOTICE
)	
WALGREENS BOOTS ALLIANCE,	)	EXHIBIT A
INC., et al.,)	
)	
Defendants.)	
)	
_____)	

WHEREAS, an action is pending before this Court entitled *Chabot v. Walgreens Boots All., Inc.*, No. 1:18-cv-02118-JPW (the “Action”);

WHEREAS, the Parties having applied, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Action, in accordance with a Stipulation of Settlement dated October 18, 2023 (the “Stipulation”), which, together with the Exhibits annexed thereto and a separate Supplemental Agreement Regarding Requests for Exclusion executed between Plaintiffs and Defendants (the “Supplemental Agreement”), sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto;

WHEREAS, on January 21, 2020, the Court certified the following Class: all Persons or entities who purchased or otherwise acquired Rite Aid Corporation (“Rite Aid”) common stock between October 20, 2016 and June 28, 2017, inclusive (the “Class Period”), and were damaged thereby. Excluded from the Class are: (i) defendant Walgreens Boots Alliance, Inc., and any of its subsidiaries, parents, and affiliates; (ii) defendants Stefano Pessina and George R. Fairweather and any of their immediate families, any entities in which they have a controlling interest, and their legal representatives, heirs, successors, or assigns; and (iii) the officers and directors of Rite Aid during the Class Period, and any members of their immediate families, any

entities in which they have a controlling interest, and their legal representatives, heirs, successors, or assigns; and

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. On a preliminary basis, the Settlement appears to be fair, reasonable, and adequate. The Settlement: (a) resulted from arm's-length negotiations overseen by an experienced mediator; and (b) is sufficient to warrant: (i) notice thereof as set forth below; and (ii) a full hearing on the Settlement. Accordingly, the Court hereby preliminarily approves the Stipulation and the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

2. A hearing (the "Settlement Hearing") shall be held before this Court on _____, 2024, at __:__.m. [a date that is at least 100 days from the date of this Order], at the United States District Court for the Middle District of Pennsylvania, Sylvia H. Rambo U.S. Courthouse, 1501 North 6th Street, Harrisburg, PA 17102, or remotely per details that will be made publicly available on the Settlement website (www.RiteAidSecuritiesSettlement.com) in advance of the Settlement Hearing, for the following purposes:

- (a) to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

- (b) to determine whether Judgment as provided under the Stipulation should be entered, dismissing the Complaint on the merits and with prejudice, and to determine whether the release by the Class of the Released Defendant Parties as set forth in the Stipulation, should be ordered, along with a permanent injunction barring efforts to bring any Released Claims extinguished by the Settlement;
- (c) to determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;
- (d) to consider the application of Lead Counsel on behalf of all Plaintiffs' Counsel for an award of attorneys' fees and expenses, and any application for an award to the Plaintiffs;
- (e) to consider Class Members' objections to the Settlement, Plan of Allocation and/or application for attorneys' fees and expenses, if any; and
- (f) to rule upon such other matters as the Court may deem appropriate.

3. The Court may adjourn the Settlement Hearing without further notice to Class Members, and reserves the right to approve the Settlement with such

modifications as may be agreed upon or consented to by the Parties and without further notice to the Class where to do so would not impair Class Members' rights in a manner inconsistent with Rule 23 and due process of law.

4. The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publication of the Summary Notice, substantially in the manner and form set forth in ¶¶6-9 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

5. The firm of Gilardi & Co. LLC ("Claims Administrator") is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below.

6. Lead Counsel, through the Claims Administrator, shall commence mailing the Notice and Proof of Claim, substantially in the forms annexed hereto, within twenty (20) calendar days after the Court signs this Order (the "Notice Date"), or by _____, 2023, by first-class mail to all Class Members who can be identified with reasonable effort, and cause the Notice and Proof of Claim to be posted on the Settlement website at www.RiteAidSecuritiesSettlement.com.

7. Not later than seven (7) calendar days after the Notice Date, the Claims Administrator shall cause the Summary Notice to be published once in the national edition of *The Wall Street Journal* and once over a national newswire service.

8. At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

9. Nominees who purchased or acquired Rite Aid common stock for the beneficial ownership of Class Members during the Class Period shall: (a) within seven (7) calendar days of receipt of the Notice and the Proof of Claim ("Notice Packet"), request from the Claims Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Notice Packet, send a list of the names and addresses of all such beneficial owners to the Claims Administrator in which event the Claims Administrator shall promptly mail the Notice Packet to such beneficial owners. Lead Counsel shall, if requested, reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners who are Class Members out of the Settlement Fund, as set forth in the Notice, which expenses would not have been incurred except for the

sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation.

10. In order to be entitled to participate in the recovery from the Settlement Fund after the Effective Date, each Class Member shall take the following action and be subject to the following conditions:

- (a) A properly completed and executed Proof of Claim must be submitted to the Claims Administrator, at the post office box or electronic mailbox indicated in the Notice and Proof of Claim, postmarked no later than ninety (90) calendar days from the Notice Date. Such deadline may be further extended by Order of the Court. Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first-class mail). Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.
- (b) The Proof of Claim submitted by each Class Member must satisfy the following conditions: (i) it must be properly filled out, signed, and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be

accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Lead Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his or her current authority to act on behalf of the Class Member must be provided with the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

- (c) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded a reasonable time (at least twenty (20) calendar

days) to cure such deficiency if it shall appear that such deficiency may be cured.

- (d) For the filing of and all determinations concerning their Proof of Claim, each Class Member shall submit to the jurisdiction of the Court.

11. Any Class Member who does not timely submit a valid Proof of Claim shall be barred from sharing in the distribution of the proceeds of the Settlement Fund, but will otherwise be bound by all of the terms of the Stipulation and the Settlement, including the terms of the Judgment or the Alternate Judgment, if applicable, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendant Parties with respect to the Released Plaintiffs' Claims, as described more fully in the Stipulation. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not an obligation) to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Settlement Fund to Authorized Claimants is not materially delayed thereby, but will bear no liability for failing to accept such late claims.

12. Any member of the Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

13. All Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such persons timely requested to be excluded, or “opted out,” from the Class, in accordance with the requirements set by the Court in connection with the Class Notice. All Persons who submitted valid and timely Requests for Exclusion shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or any Final Judgment. Unless otherwise ordered by the Court, any Class Member who did not submit a valid and timely written Request for Exclusion shall be bound by the Stipulation.

14. Any Class Member may appear and object if he, she, or it has any reason why the proposed Settlement of the Action should not be approved as fair, reasonable, and adequate, or why a judgment should not be entered thereon, why the Plan of Allocation should not be approved, why fees and expenses should not be awarded to Lead Counsel or Plaintiffs (if requested); provided, however, that no Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment or the Alternate Judgment, if applicable, to be entered thereon approving the same, or the order approving the Plan of Allocation, or any fees and expenses to be awarded to Lead Counsel or Plaintiffs, unless written objections and copies of any papers and briefs are received by Robbins Geller Rudman & Dowd LLP, David A. Knotts, 655 West

Broadway, Suite 1900, San Diego, CA 92101, and Weil, Gotshal & Manges LLP, Caroline Hickey Zalka, 767 Fifth Avenue, New York, NY 10153, no later than twenty-one (21) calendar days prior to the Settlement Hearing, or _____, 2024, and said objections, papers, and briefs are filed with the Clerk of the Court, United States District Court, Middle District of Pennsylvania, Sylvia H. Rambo U.S. Courthouse, 1501 North 6th Street, Harrisburg, PA 17102, no later than _____, 2024. Attendance at the Settlement Hearing is not necessary but any Person wishing to be heard orally in opposition to the Settlement, the Plan of Allocation, or the application for attorneys' fees and expenses or awards to the Plaintiffs is required to indicate in their written objection whether they intend to appear at the Settlement Hearing. The notice of objection must include documentation establishing the objecting Person's membership in the Class, including the number of shares of Rite Aid common stock that the objecting Person: (a) owned as of the opening of trading on October 20, 2016; and (b) purchased, acquired, and/or sold during the Class Period, as well as the dates and prices for each such purchase, acquisition, or sale, and contain a statement of reasons for the objection, including whether it applies only to the objector, to a specific subset of the Class, or to the entire Class. The objection must identify: (a) all other class action settlements the objector or his, her, or its counsel has previously objected to; (b) copies of any papers, briefs, or other documents upon which the objection is based; and (c) the objector's signature, even if represented by

counsel. Any member of the Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Plaintiffs' Counsel, or awards to the Plaintiffs, unless otherwise ordered by the Court. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

15. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

16. As provided in the Stipulation, no later than ten (10) calendar days after the Stipulation of Settlement is filed with the Court, Defendants shall serve notice of the proposed Settlement to the appropriate federal and state officials under the Class Action Fairness Act, 28 U.S.C. §1715, *et seq.* ("CAFA"), and shall pay any and all costs associated with providing such notice. At least seven (7) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with the notice requirements of CAFA.

17. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by Lead Counsel for attorneys' fees and expenses and awards to the Plaintiffs shall be filed and served no later than thirty-five (35) calendar days before the Settlement Hearing, or _____, 2024. Replies to any objections shall be filed and served at least seven (7) calendar days prior to the Settlement Hearing, or _____, 2024.

18. The Released Defendant Parties shall have no responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted by Lead Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Plan of Allocation or any application for attorneys' fees or expenses, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the settlement of the Action.

19. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of expenses shall be approved.

20. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.

21. As provided for in the Stipulation, neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered against any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any allegation by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant Parties or in any way referred to for any other reason as against any of the Released Defendant Parties.

22. If the Stipulation and the Settlement set forth therein is terminated as provided in the Supplemental Agreement, or is otherwise not approved or is terminated, canceled, or fails to become effective for any reason, this Order shall be vacated and rendered null and void, and shall be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of the Settling Parties, and the Settling Parties shall revert to their respective positions in the Action as of immediately prior to August 18, 2023, as provided in the Stipulation.

23. Pending final determination of whether the proposed Settlement should be approved, neither the Plaintiffs, nor any Class Member, directly or indirectly,

representatively, or in any other capacity, shall commence or prosecute against any of the Released Defendant Parties any action or proceeding in any court or tribunal asserting any of the Released Plaintiffs' Claims.

24. The Court's orders entered during this Action relating to the confidentiality of information shall survive this Settlement.

25. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE JENNIFER P. WILSON
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

DOUGLAS S. CHABOT, et al.,	)	Civ. Action No. 1:18-cv-02118-JPW
Individually and on Behalf of All)	
Others Similarly Situated,	)	<u>CLASS ACTION</u>
)	
Plaintiffs,	)	NOTICE OF PROPOSED
	)	SETTLEMENT OF CLASS ACTION
vs.)	
	)	EXHIBIT A-1
WALGREENS BOOTS ALLIANCE,)	
INC., et al.,)	
)	
Defendants.)	
_____)	

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

NOTICE OF SETTLEMENT: Please be advised that Lead Plaintiffs Douglas S. Chabot and Corey M. Dayton (collectively, “Plaintiffs”), on behalf of themselves and the Class (as defined in ¶1 below), have reached a proposed settlement of the Action for a total of \$192.5 million in cash that will resolve all claims in the Action (the “Settlement”).

This Notice is directed to you in the belief that you may be a member of the Class. If you do not meet the Class definition, or if you previously excluded yourself from the Class in connection with the Notice of Pendency of Class Action that was mailed to potential Class Members beginning in December 2020 (the “Class Notice”), this Notice does not apply to you. A list of the persons and entities who requested exclusion from the Class pursuant to the Class Notice is available at www.RiteAidSecuritiesSettlement.com.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including your possible receipt of cash from the Settlement.¹ Your legal rights will be affected whether or not you act.

1. **Description of the Action and the Class:** This Notice relates to a proposed Settlement of a class action lawsuit pending against Defendants Walgreens Boots Alliance, Inc. (“WBA”), Stefano Pessina, and George R. Fairweather (collectively, “Defendants”). Defendants are collectively, with Plaintiffs, the “Parties” or the “Settling Parties.” The proposed Settlement, if approved by the Court, will apply to the following Class (the “Class”): all persons or entities who purchased or otherwise acquired Rite Aid Corporation (“Rite Aid”) common stock between October 20, 2016 and June 28, 2017, inclusive (the “Class Period”), and were damaged thereby. Excluded from the Class are: (i) defendant WBA, and any of its subsidiaries, parents, and affiliates; (ii) defendants Stefano Pessina and George R. Fairweather and any of their immediate families, any entities in which they have a controlling interest, and their legal representatives, heirs, successors, or assigns; and (iii) the officers and directors of Rite Aid during the Class Period, and any members of their immediate families, any entities in which they have a controlling interest, and

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated October 18, 2023 (the “Stipulation”), which is available on the Settlement website www.RiteAidSecuritiesSettlement.com.

their legal representatives, heirs, successors, or assigns. Also excluded from the Class are all persons and entities who timely and validly requested exclusion from the Class in accordance with the requirements set by the Court in connection with the Class Notice.

2. **Statement of Class's Recovery:** Subject to Court approval, and as described more fully in ¶¶54-60 below, Plaintiffs, on behalf of the Class, have agreed to settle all Released Plaintiffs' Claims (as defined in ¶55 below) against Defendants and other Released Defendant Parties (as defined in ¶57 below) in exchange for a settlement payment of \$192.5 million in cash (the "Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (the Settlement Fund less Taxes and Tax Expenses, Notice and Administration Costs, and attorneys' fees and litigation expenses and awards to the Plaintiffs) will be distributed in accordance with a plan of allocation (the "Plan of Allocation") that will be approved by the Court and will determine how the Net Settlement Fund shall be distributed to members of the Class. The Plan of Allocation is a basis for determining the relative positions of Class Members for purposes of allocating the Net Settlement Fund. The proposed Plan of Allocation is included in this Notice, and may be modified by the Court without further notice.

3. **Statement of Average Distribution Per Share:** The Settlement Fund consists of the Settlement Amount, \$192.5 million in cash, plus interest earned. Assuming all potential Class Members elect to participate, the estimated average recovery is \$0.22 per damaged share before fees and expenses. Class Members may recover more or less than this amount depending on, among other factors, the aggregate value of the Recognized Claims represented by valid and acceptable Claim Forms as explained in the Plan of Allocation below; when their shares were purchased or acquired and the price at the time of purchase or acquisition; whether the shares were sold, and if so, when they were sold and for how much. In addition, the actual recovery of Class Members may be further reduced by the payment of fees and expenses from the Settlement Fund, as approved by the Court.

4. **Statement of the Parties' Position on Damages:** Defendants expressly deny any liability with respect to the matters alleged in the Complaint. Defendants have denied and continue to deny, *inter alia*, that Plaintiffs and Class Members have suffered any damages alleged in the Complaint; that the price of Rite Aid common stock was artificially inflated by reason of any alleged misrepresentations, omissions, or otherwise; that Defendants acted fraudulently or wrongfully in any way; that Defendants made any alleged material misrepresentation or omission; or that the alleged harm suffered by Plaintiffs and other Class Members, if any, was causally

linked to any alleged misrepresentations or omissions. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action. The Parties do not agree on the amount of recoverable damages if Plaintiffs were to prevail on each of the claims. The issues on which the Parties disagree include, but are not limited to: (1) whether the statements made or facts allegedly omitted were material, false or misleading; (2) whether the statements were made with intent to deceive, manipulate, or defraud investors; (3) whether Defendants are otherwise liable under the securities laws for those statements or omissions or any alleged scheme to defraud; and (4) whether all or part of the damages allegedly suffered by members of the Class were caused by economic conditions or factors other than the allegedly false or misleading statements or omissions.

5. **Statement of Attorneys’ Fees and Expenses Sought:** Lead Counsel will apply to the Court, on behalf of all Plaintiffs’ Counsel, for an award of attorneys’ fees from the Settlement Fund of no more than 30% of the Settlement Amount, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel also will apply to the Court for payment from the Settlement Fund for Plaintiffs’ Counsel’s litigation expenses (reasonable expenses or charges of Plaintiffs’ Counsel in connection with commencing and prosecuting the Action), in a total amount not to exceed \$1.9 million, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. If the Court approves Lead Counsel’s fee and expense application, the estimated average cost per damaged share is \$0.07. In addition, Lead Counsel may apply for awards to Plaintiffs in connection with their representation of the Class.

6. **Identification of Attorneys’ Representatives:** Plaintiffs and the Class are being represented by Robbins Geller Rudman & Dowd LLP (“Lead Counsel”) and Saxton & Stump LLC (together “Plaintiffs’ Counsel”). Any questions regarding the Settlement should be directed to Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, California 92101-8498, 1-800-449-4900, settlementinfo@rgrdlaw.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Get no payment. Remain a Class Member. Give up your rights.

<p>REMAIN A MEMBER OF THE CLASS AND SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN [____], 2024</p>	<p>This is the only way to be potentially eligible to receive a payment. If you wish to obtain a payment as a member of the Class, you will need to file a claim form (the “Claim Form” or “Proof of Claim Form”), which is included with this Notice, postmarked no later than _____, 2024.</p>
<p>OBJECT TO THE SETTLEMENT SO THAT IT IS RECEIVED NO LATER THAN [____], 2024</p>	<p>Write to the Court about your view on the Settlement, the Plan of Allocation, or the request for attorneys’ fees and litigation expenses, or why you do not believe the Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and litigation expenses is fair to the Class.</p> <p>If you have not excluded yourself from the Class, you may object to the Settlement, the Plan of Allocation, or the request for attorneys’ fees and litigation expenses. You must still submit a Claim Form in order to be potentially eligible to receive any money from the Net Settlement Fund.</p>
<p>GO TO THE HEARING ON [____], 2024, AT __:__.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN [____], 2024</p>	<p>Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and litigation expenses.</p>

<p style="text-align: center;">WHAT THIS NOTICE CONTAINS</p>	
<p>Why Did I Get This Notice?</p>	<p>Page ____</p>
<p>What Is This Case About? What Has Happened So Far?</p>	<p>Page ____</p>
<p>How Do I Know If I Am Affected By The Settlement?</p>	<p>Page ____</p>
<p>What Are Plaintiffs’ Reasons For The Settlement?</p>	<p>Page ____</p>
<p>What Might Happen If There Were No Settlement?</p>	<p>Page ____</p>
<p>How Much Will My Payment Be?</p>	<p>Page ____</p>

What Rights Am I Giving Up By Agreeing To The Settlement?	Page ___
What Payment Are The Attorneys For The Class Seeking? How Will The Lawyers Be Paid?	Page ___
How Do I Participate In The Settlement? What Do I Need To Do?	Page ___
When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don't Like The Settlement?	Page ___
What If I Bought Shares On Someone Else's Behalf?	Page ___
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page ___

WHY DID I GET THIS NOTICE?

7. The purpose of this Notice is to inform you about: (a) the terms of the proposed Settlement, and (b) your rights in connection with a hearing to be held before the United States District Court for the Middle District of Pennsylvania (the “Court”), on _____, 2024, at ___ .m., to consider the fairness, reasonableness, and adequacy of the Settlement and related matters. This Notice also describes the steps necessary to seek to be potentially eligible to share in the distribution of the Net Settlement Fund in the event the Settlement is approved by the Court.

8. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. In the Action, the Court has appointed Plaintiffs as the representatives of the Class and Lead Counsel as Class counsel.

9. The Court in charge of this case is the United States District Court for the Middle District of Pennsylvania, and the case is known as *Chabot v. Walgreens Boots All., Inc.*, No. 1:18-cv-02118-JPW. The judge presiding over this case is the Honorable Jennifer P. Wilson, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, the Defendants are WBA, Stefano Pessina, and George R. Fairweather.

10. This Notice explains the lawsuit, the Settlement, your legal rights, what

benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, and how you might be affected. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation, and the application by Lead Counsel for attorneys' fees and litigation expenses (the "Settlement Hearing").

11. The Settlement Hearing will be held on _____, 2024, at _____ .m., before the Honorable Jennifer P. Wilson, at the United States District Court for the Middle District of Pennsylvania, Sylvia H. Rambo U.S. Courthouse, 1501 North 6th Street, Harrisburg, PA 17102, in advance of the Settlement Hearing, for the following purposes:

- (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate and should be approved by the Court;
- (b) to determine whether the Judgment as provided for under the Stipulation of Settlement dated October 18, 2023 (the "Stipulation") should be entered;
- (c) to determine whether the proposed Plan of Allocation for the net proceeds of the Settlement is fair and reasonable and should be approved by the Court;
- (d) to determine whether the application by Lead Counsel for an award of attorneys' fees and litigation expenses should be approved and any application for an award to the Plaintiffs;
- (e) to consider Class Members' objections to the Settlement, Plan of Allocation, and/or application for attorneys' fees and expenses, if any; and
- (f) to rule upon such other matters as the Court may deem appropriate.

12. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments to Authorized Claimants will be made after any appeals are resolved, and after the

completion of all claims processing. This process takes time. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

13. This Action arises under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”), and alleges that during the period between October 20, 2016 and June 28, 2017 inclusive, Defendants WBA, Stefano Pessina, and George R. Fairweather, made materially false and misleading statements concerning the level of regulatory risk faced by the original merger, in which WBA would acquire Rite Aid for \$9.00 per share in cash and the revised merger, in which WBA would acquire Rite Aid for between \$6.50 and \$7.00 per share in cash. More specifically, Plaintiffs allege that during the Class Period, Defendants made false and misleading statements (i) downplaying or disputing contrary reports from journalists signaling regulatory turbulence, and (ii) representing that inside knowledge of the Federal Trade Commission (“FTC”) gave confidence that the deal would close, and that these statements allegedly inflated or maintained inflation in Rite Aid’s stock price. Plaintiffs further allege that the Class suffered damages when the alleged truth regarding these matters was publicly disclosed.

14. On November 2, 2018, plaintiffs Douglas S. Chabot, Corey M. Dayton, and Joel M. Kling filed a Class Action Complaint for Violations of the Securities Exchange Act of 1934 against Defendants. On November 16, 2018, the Court granted Plaintiffs’ Motion for Appointment as Substitute Lead Plaintiffs, and appointed Plaintiffs Douglas S. Chabot, Corey M. Dayton, and Joel M. Kling as Lead Plaintiffs.

15. Defendants filed a Motion to Dismiss the Complaint on December 26, 2018 and, after full briefing, on April 15, 2019, the Court issued a Memorandum and Order denying Defendants’ Motion to Dismiss. Defendants filed an answer to the Complaint on April 29, 2019, in which they denied any wrongdoing or liability, including denying that Defendants had made any false or misleading statements.

16. While discovery was ongoing, on July 26, 2019, plaintiffs filed their Motion for Class Certification. After full briefing and discovery of Plaintiffs, the Court granted Plaintiffs’ Motion for Class Certification on January 21, 2020, certifying the Class as set forth herein. On December 8, 2020, the Court entered an Order granting Plaintiffs’ unopposed motion to approve the form and manner of providing notice to potential Class Members (the “Class Notice”) to notify them of, among other things: (i) the Action pending against Defendants; (ii) the Court’s

certification of the Action to proceed as a class action on behalf of the Class; (iii) their right to request to be excluded from the Class; (iv) the effect of remaining in the Class or requesting exclusion; and (v) the requirements for requesting exclusion. The deadline for requesting exclusion from the Class pursuant to the Class Notice was March 23, 2021.

17. From May 23, 2019 to November 20, 2020, Plaintiffs served subpoenas on the following entities on the following dates, nearly all of which produced documents and a witness for deposition:

- UBS Securities LLC: 5/23/19
- Citigroup Global Markets, Inc.: 5/23/19
- BofA Securities Inc. (Merrill Lynch): 5/23/19
- Rite Aid Corp.: 5/30/19
- Morrow Sodali LLC: 6/5/19
- Finsbury LLC: 6/6/19
- AT Kearney, Inc.: 11/19/19
- Weil Gotshal & Manges LLP: 11/21/19 and 11/20/20

18. Following fact and expert discovery, which included thirty-one depositions of fact and expert witnesses, on January 24, 2022, Plaintiffs filed a Motion for Partial Summary Judgment and Defendants filed a Motion for Summary Judgment. After full briefing, on March 31, 2023, the Court denied both motions for summary judgment.

19. At a pre-trial scheduling conference conducted on April 27, 2023, the Court set this matter for trial on Monday, January 29, 2024.

20. On June 26, 2023, the Court granted Plaintiffs' Unopposed Motion for Voluntary Dismissal of Plaintiff Joel M. Kling Only, With Prejudice.

21. On July 14, 2023, the Court entered an Order to Show Cause, ordering "that any party who opposes consolidation shall show cause why the Court should not order the cases consolidated for trial no later than Friday, July 28, 2023." The Parties thereafter submitted briefs articulating their respective positions on a consolidated trial.

22. On July 27, 2023, the Parties participated in a full-day mediation in front of the Hon. Layn R. Phillips (Ret.) ("Judge Phillips"). The Parties did not reach a resolution that day, but discussions with the assistance of Judge Phillips' office continued. Following over three additional weeks of arm's-length

negotiations, on August 20, 2023, the Parties accepted a “Mediator’s Recommendation” from Judge Phillips. On August 23, 2023, the Parties signed a Settlement Term Sheet regarding the Settlement.

23. On October 18, 2023, the Parties entered into the Stipulation, which sets forth the terms and conditions of the Settlement. The Stipulation is available at www.RiteAidSecuritiesSettlement.com.

24. On _____, 2023, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

25. If you are a member of the Class, you are subject to the Settlement unless you timely requested to be excluded. The Class consists of all persons or entities who purchased or otherwise acquired Rite Aid common stock between October 20, 2016 and June 28, 2017, inclusive, and were damaged thereby. Excluded from the Class are: (i) defendant WBA, and any of its subsidiaries, parents, and affiliates; (ii) defendants Stefano Pessina and George R. Fairweather and any of their immediate families, any entities in which they have a controlling interest, and their legal representatives, heirs, successors, or assigns; and (iii) the officers and directors of Rite Aid during the Class Period, and any members of their immediate families, any entities in which they have a controlling interest, and their legal representatives, heirs, successors, or assigns. Also excluded from the Class are all persons and entities who previously submitted a Request for Exclusion from the Class in accordance with the requirements set by the Court in connection with the Class Notice. Anyone with questions as to whether or not they are excluded from the Class may call the Claims Administrator toll-free at 1-866-653-4874.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO BE POTENTIALLY ELIGIBLE TO RECEIVE A DISTRIBUTION OF THE SETTLEMENT PROCEEDS, YOU MUST COMPLETE, SIGN, AND SUBMIT THE ENCLOSED CLAIM FORM POSTMARKED NO LATER THAN [____], 2024.

WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?

26. Plaintiffs and Plaintiffs' Counsel believe that the claims asserted against Defendants have merit. Plaintiffs and Plaintiffs' Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the difficulties in establishing liability and damages. Plaintiffs and Plaintiffs' Counsel have considered the amount of the Settlement, as well as the uncertain outcome and risk in complex lawsuits like this one. Such risks include, among others, the risk that Plaintiffs would be unsuccessful in proving that Defendants' alleged misstatements were materially false and misleading, made with scienter (that is, the requisite state of mind), or caused compensable damages to the Class. Plaintiffs and Plaintiffs' Counsel have also considered the financial condition of Defendant WBA.

27. In light of the amount of the Settlement and the immediacy of recovery to the Class, Plaintiffs and Plaintiffs' Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Plaintiffs and Plaintiffs' Counsel believe that the Settlement provides a substantial benefit now, namely \$192.5 million in cash (less the various deductions described in this Notice), as compared to the risk that the claims would produce a smaller recovery, or no recovery, after summary judgment, trial and appeals, possibly years in the future.

28. Each of the Defendants expressly denies any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Defendants believe that they are not liable for the claims asserted against them in the Action and that they have good and meritorious defenses to those claims as a matter of facts and law. The Settlement may not be construed as an admission of any wrongdoing by Defendants. Nonetheless, Defendants have agreed to the Settlement solely to eliminate the distraction, burden, and expense of continued litigation.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

29. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of the alleged claims, neither Plaintiffs nor the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, the Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW MUCH WILL MY PAYMENT BE?

30. Pursuant to the Settlement, Defendants have agreed to cause to be paid One Hundred Ninety-Two Million, Five Hundred Thousand U.S. Dollars (\$192,500,000.00) in cash into escrow for the benefit of the Class. The Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, Notice and Administration Costs, Taxes and Tax Expenses, and any other fees or expenses approved by the Court, is the "Net Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to Class Members who submit valid Proof of Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve. The Plan of Allocation proposed by Plaintiffs is set forth below, and additional information is available on the website created for purposes of this Settlement, www.RiteAidSecuritiesSettlement.com.

31. All members of the Class who fail to timely submit an acceptable Claim Form by the deadline set by the Court, or such other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to the Settlement, but shall in all other respects be bound by all of the terms of the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, and the releases given. This means that each Class Member releases the Released Plaintiffs' Claims (as defined in ¶55 below) against the Released Defendant Parties (as defined in ¶57 below) and will be permanently barred and enjoined from prosecuting any of the Released Plaintiffs' Claims against any of the Released Defendant Parties whether or not such Class Member submits a Claim Form.

32. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any member of the Class.

33. The Plan of Allocation set forth below is the proposed plan submitted by Plaintiffs and Lead Counsel for the Court's approval. The Court may approve this plan as proposed or it may modify it without further notice to the Class. Approval of the Settlement is independent of approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

34. Each claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Middle District of Pennsylvania with respect

to his, her, or its Claim Form.

35. Persons and entities who excluded themselves from the Class will not be eligible to receive a distribution from the Net Settlement Fund and shall not submit Proof of Claim Forms.

PLAN OF ALLOCATION

UNDERSTANDING YOUR PAYMENT – NET SETTLEMENT FUND

36. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – members of the Class who timely submit valid Claim Forms to the Claims Administrator that are accepted for payment by the Court – in accordance with this proposed Plan of Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website: www.RiteAidSecuritiesSettlement.com.

37. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Class Members who suffered economic losses as a proximate result of alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund. The Recognized Loss formulas below are intended solely for purposes of this Plan of Allocation and cannot and should not be binding on Plaintiffs or any Class Member for any other purpose.

38. In order to have recoverable damages, a disclosure of the alleged truth omitted or concealed by the alleged misrepresentations must be the cause of Rite Aid’s common stock price decline and Class Members’ Recognized Loss. In this case, Plaintiffs allege that from October 20, 2016, through January 29, 2017,

Walgreens made various misrepresentations that concealed that it was unlikely to secure FTC approval for the proposed merger with Rite Aid, as then constituted, by January 27, 2017. According to Plaintiffs' damages expert, based on his event study analysis of the fraud related events, these misrepresentations and omissions caused Rite Aid's Company-specific price declines on January 20, 2017, and on January 30, 2017. Furthermore, Plaintiffs allege that from January 5, 2017, through June 28, 2017, Walgreens made additional misrepresentations that concealed that it was unlikely to secure FTC clearance for any merger with Rite Aid. According to Plaintiffs' damages expert, based on his event study analysis of the fraud related events, these misrepresentations and omissions caused Rite Aid's Company-specific price declines on April 19, 2017; on June 9, 2017, and on June 29, 2017. Based on the analysis by Plaintiffs' damages expert, the estimated inflation in Rite Aid common stock related to the alleged fraud is set forth in Table A below.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

39. Based on the above, the Recognized Loss amounts will be calculated as follows:

For shares of Rite Aid common stock purchased or otherwise acquired from October 20, 2016, through June 28, 2017, inclusive, and:

- I. Sold from October 20, 2016, through June 28, 2017, inclusive, the Recognized Loss per share shall be the lesser of:
 - a. the inflation per share in Table A at the time of purchase less the inflation per share in Table A at the time of sale; or
 - b. the difference between the purchase price per share and the sales price per share.
- II. Sold from June 29, 2017, through September 26, 2017, inclusive, the Recognized Loss per share shall be the least of:
 - a. the inflation per share in Table A at the time of purchase;
 - b. the difference between the purchase price per share and the sales price per share; or
 - c. the difference between the purchase price per share and the average closing price per share up to the date of sale as set

forth in Table B below.

- III. If retained at the close of trading on September 26, 2017, the Recognized Loss per share shall be the lesser of:
- a. the inflation per share in Table A at the time of purchase; or
 - b. the difference between the purchase price per share and \$2.40 per share (the 90-day average Rite Aid closing price following the final corrective disclosure).²

ADDITIONAL PROVISIONS

40. If a claimant has more than one purchase or sale of Rite Aid common stock, purchases and sales will be matched on a First In, First Out (“FIFO”) basis for each respective security. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

41. A claimant’s “Recognized Claim” under the Plan of Allocation will be the sum of his, her, or its Recognized Loss Amounts.

42. Any transactions in Rite Aid common stock executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

43. The Net Settlement Fund will be distributed to Authorized Claimants

² Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the statute, Recognized Loss Amounts are capped to an appropriate extent by taking into account the closing prices of Rite Aid common stock during the 90-day look-back period. The mean (average) closing price for Rite Aid common stock during this 90-day look-back period was \$2.40.

on a *pro rata* basis, based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

44. Purchases, acquisitions, and sales of Rite Aid common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Rite Aid common stock during the Class Period will not be deemed a purchase, acquisition, or sale of Rite Aid common stock for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of Rite Aid common stock unless: (i) the donor or decedent purchased or otherwise acquired the securities during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

45. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of Rite Aid common stock. The date of a “short sale” is deemed to be the date of sale of Rite Aid common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a claimant has an opening short position in Rite Aid common stock, his, her, or its earliest Class Period purchases or acquisitions of Rite Aid common stock will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

46. Option Contracts are not securities eligible to participate in the Settlement. With respect to shares of Rite Aid common stock purchased or sold through the exercise of an option, the purchase/sale date of the Rite Aid common stock is the exercise date of the option and the purchase/sale price of the Rite Aid common stock is the exercise price of the option.

47. If a claimant had a market gain with respect to his, her, or its overall transactions in Rite Aid common stock during the Class Period, the value of the claimant’s Recognized Claim will be zero. If a claimant suffered an overall market loss with respect to his, her, or its overall transactions in Rite Aid common stock

during the Class Period but that market loss was less than the claimant's total Recognized Claim calculated above, then the claimant's Recognized Claim will be limited to the amount of the actual market loss. For purposes of determining whether a claimant had a market gain with respect to his, her, or its overall transactions in Rite Aid common stock during the Class Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount³ and (ii) the sum of the Total Sales Proceeds,⁴ and Holding Value (for Rite Aid common stock only).⁵ This difference will be deemed a claimant's market gain or loss with respect to his, her, or its overall transactions in Rite Aid common stock during the Class Period.

48. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund after a reasonable amount of time following the date of the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in

³ The "Total Purchase Amount" is the total amount the claimant paid (excluding commissions and other charges) for Rite Aid common stock purchased or acquired during the Class Period.

⁴ The Claims Administrator will match any sales of Rite Aid common stock during the Class Period first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Rite Aid common stock sold during the Class Period will be the "Total Sales Proceeds."

⁵ The Claims Administrator will ascribe a value of \$2.89 per share for Rite Aid common stock purchased or acquired during the Class Period and still held as of the close of trading on June 28, 2017 (the "Holding Value").

administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be donated to the Pennsylvania Legal Aid Network.

49. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court for this Settlement, shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages expert, Defendants, Defendants' Counsel, any of the other Class Members, or the Claims Administrator or other agent designated by Plaintiffs' Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Plaintiffs, Plaintiffs' Counsel, Defendants and their respective counsel, and all other Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

50. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member or claimant.

51. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

TABLE A:

Purchase Period	Inflation
October 20, 2016 through January 4, 2017	\$2.35
January 5, 2017 through January 19, 2017	\$3.36
January 20, 2017	(1)
January 21, 2017 through January 29, 2017	\$2.21
January 30, 2017 through April 18, 2017	\$1.01
April 19, 2017	(2)
April 20, 2017 through June 8, 2017	\$0.62
June 9, 2017	(3)
June 10, 2017 through June 25, 2017	\$0.09
June 26, 2017	(4)
June 27, 2017 through June 28, 2017	\$1.03

(1) For shares purchased or sold on January 20, 2017, the inflation is equal to \$2.21 per share, plus the greater of: (a) the purchase or sales price less the \$7.46 per share closing price on January 20, 2017, or (b) \$0.00 per share.

(2) For shares purchased or sold on April 19, 2017, the inflation is equal to \$0.62 per share, plus the greater of: (a) the purchase or sales price less the \$4.08 per share closing price on April 19, 2017, or (b) \$0.00 per share.

(3) For shares purchased or sold on June 9, 2017, the inflation is equal to \$0.09 per share, plus the greater of: (a) the purchase or sales price less the \$3.00 per share closing price on June 9, 2017, or (b) \$0.00 per share.

(4) For shares purchased or sold on June 26, 2017, the inflation is equal to \$1.03 per share, minus the greater of: (a) the \$4.05 closing price on June 26, 2017, less the purchase or sales price, or (b) \$0.00 per share.

TABLE B:

Date	Closing Price	Average Closing Price from June 29, 2017 through Sale Date
6/29/2017	\$2.89	\$2.89
6/30/2017	\$2.95	\$2.92
7/3/2017	\$2.69	\$2.84
7/5/2017	\$2.48	\$2.75
7/6/2017	\$2.36	\$2.67
7/7/2017	\$2.37	\$2.62
7/10/2017	\$2.34	\$2.58
7/11/2017	\$2.25	\$2.54
7/12/2017	\$2.25	\$2.51
7/13/2017	\$2.23	\$2.48
7/14/2017	\$2.33	\$2.47
7/17/2017	\$2.31	\$2.45
7/18/2017	\$2.58	\$2.46
7/19/2017	\$2.63	\$2.48
7/20/2017	\$2.54	\$2.48
7/21/2017	\$2.48	\$2.48
7/24/2017	\$2.49	\$2.48
7/25/2017	\$2.44	\$2.48
7/26/2017	\$2.39	\$2.47
7/27/2017	\$2.32	\$2.47
7/28/2017	\$2.28	\$2.46
7/31/2017	\$2.24	\$2.45
8/1/2017	\$2.37	\$2.44
8/2/2017	\$2.40	\$2.44
8/3/2017	\$2.39	\$2.44
8/4/2017	\$2.33	\$2.44
8/7/2017	\$2.44	\$2.44
8/8/2017	\$2.35	\$2.43
8/9/2017	\$2.35	\$2.43
8/10/2017	\$2.25	\$2.42
8/11/2017	\$2.31	\$2.42

Date	Closing Price	Average Closing Price from June 29, 2017 through Sale Date
8/14/2017	\$2.33	\$2.42
8/15/2017	\$2.31	\$2.42
8/16/2017	\$2.28	\$2.42
8/17/2017	\$2.23	\$2.42
8/18/2017	\$2.22	\$2.40
8/21/2017	\$2.25	\$2.40
8/22/2017	\$2.24	\$2.39
8/23/2017	\$2.25	\$2.39
8/24/2017	\$2.26	\$2.39
8/25/2017	\$2.27	\$2.38
8/28/2017	\$2.26	\$2.38
8/29/2017	\$2.34	\$2.38
8/30/2017	\$2.36	\$2.38
8/31/2017	\$2.42	\$2.38
9/1/2017	\$2.42	\$2.38
9/5/2017	\$2.42	\$2.38
9/6/2017	\$2.42	\$2.38
9/7/2017	\$2.52	\$2.38
9/8/2017	\$2.50	\$2.39
9/11/2017	\$2.49	\$2.39
9/12/2017	\$2.39	\$2.39
9/13/2017	\$2.51	\$2.39
9/14/2017	\$2.50	\$2.39
9/15/2017	\$2.63	\$2.40
9/18/2017	\$2.73	\$2.40
9/19/2017	\$2.40	\$2.40
9/20/2017	\$2.44	\$2.40
9/21/2017	\$2.42	\$2.40
9/22/2017	\$2.39	\$2.40
9/25/2017	\$2.38	\$2.40
9/26/2017	\$2.29	\$2.40

**WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE
SETTLEMENT?**

52. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that Plaintiffs and all other Released Plaintiff Parties (as defined in ¶58 below) shall have waived, released, discharged, and dismissed each and every one of the Released Plaintiffs’ Claims (as defined in ¶55 below), including Unknown Claims (as defined in ¶59 below), against each and every one of the Released Defendant Parties (as defined in ¶57 below) and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiffs’ Claims against any and all of the Released Defendant Parties, whether or not they execute and deliver the Claim Form or share in the Settlement Fund. Claims to enforce the terms of the Settlement are not released.

53. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims, whether arising under federal, state, common or foreign law, or any other law, that (a) Plaintiffs or any other member of the Class asserted in the Complaint or could have asserted in the Action, or in any other action or in any forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum, in the U.S. or elsewhere), including any such claims that (i) arise out of or relate to any disclosures (including in financial statements), U.S. Securities and Exchange Commission filings, press releases, investor calls, registration statements, offering memoranda, web postings, presentations, or any other statements made by Defendants during the Class Period, or (ii) that arise out of or are based upon the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, or omissions set forth in the Complaint; and (b) relate to the purchase or acquisition of Rite Aid common stock during the Class Period. Released Plaintiffs’ Claims do not include, settle, or release any of the Excluded Plaintiffs’ Claims.

54. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims, whether arising under federal, state, common or foreign law, or any other law, that are based upon, arise out of, relate to, or concern the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released

Defendants' Claims do not include, settle, or release any of the Excluded Defendants' Claims.

55. "Released Defendant Parties" means each and all of the Defendants, and each of their Related Persons.

56. "Released Plaintiff Parties" means the Plaintiffs, each and every Class Member, Plaintiffs' Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members. Released Plaintiff Parties does not include any Person who timely and validly sought exclusion from the Class.

57. "Unknown Claims" means any and all Released Plaintiffs' Claims that Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any and all Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor and the time of the release of such claims, regardless of whether such claim(s), if known by him, her, or it, might have affected his, her, or its decision to enter into this Settlement, execute the Stipulation, and agree to all the various releases set forth herein, or might have affected his, her, or its decision not to object to this Settlement or not exclude himself, herself, or itself from the Class. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and the Defendants shall expressly waive, and each of the other Class Members shall be deemed to have, and by operation of law and of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code §1542, or any law of any state or territory of the United States, or principle of common law or of international or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR

SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

58. The Judgment also will provide that Defendants and each of the other Released Defendant Parties shall be deemed to have waived, released, discharged, and dismissed as against the Released Plaintiff Parties all Released Defendants' Claims which includes all claims and causes of action of every nature and description, including both known claims and Unknown Claims, whether arising under federal, state, common or foreign law, or any other law, that Defendants could have asserted against any of the Released Plaintiff Parties, including Plaintiffs' Counsel, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

59. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Class, nor have Plaintiffs' Counsel been paid for their expenses. Before final approval of the Settlement, Lead Counsel intends to apply to the Court for an award of attorneys' fees on behalf of all Plaintiffs' Counsel from the Settlement Fund of no more than 30% of the Settlement Amount, plus interest. At the same time, Lead Counsel also intends to apply for payment from the Settlement Fund for Plaintiffs' Counsel's litigation expenses in a total amount not to exceed \$1.9 million, plus interest. The Court will determine the amount of the award of fees and expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. Lead Counsel may also apply for awards to Plaintiffs in connection with their representation of the Class.

**HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?**

60. If you fall within the definition of the Class as described above, and you are not excluded by the definition of the Class and you did not previously elect to exclude yourself from the Class, then you are a Class Member, and you will be

bound by the proposed Settlement if the Court approves it, and by any judgment or determination of the Court affecting the Class. If you are a Class Member, you must submit a Claim Form and supporting documentation to establish your potential entitlement to share in the proceeds of the Settlement. A Claim Form is included with this Notice, or you may go to the website maintained by the Claims Administrator for the Settlement to download the Claim Form. The website is www.RiteAidSecuritiesSettlement.com. You may also request a Claim Form by calling toll-free 1-866-653-4874. Those who do not submit timely and valid Claim Forms with adequate supporting documentation, will not be entitled to share in the proceeds of the Settlement unless otherwise ordered by the Court. Please retain all original records of your ownership of, or transactions in the shares, as they may be needed to document your claim.

61. As a Class Member, for purposes of the Settlement, you are represented by Plaintiffs, and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf.

62. If you wish to object to the Settlement or any of its terms, the proposed Plan of Allocation, or Lead Counsel's application for attorneys' fees and litigation expenses, and if you did not previously exclude yourself from the Class, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?" below. If you excluded yourself from the Class, you are not entitled to submit an objection.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO
APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE
SETTLEMENT?**

63. If you do not wish to object in person to the proposed Settlement, the proposed Plan of Allocation, and/or the application for attorneys' fees and litigation expenses, you do not need to attend the Settlement Hearing. You can object to the Settlement without attending the Settlement Hearing.

64. The Settlement Hearing will be held on _____, 2024, at _____

_.m., before the Honorable Jennifer P. Wilson, at the United States District Court for the Middle District of Pennsylvania, Sylvia H. Rambo U.S. Courthouse, 1501 North 6th Street, Harrisburg, PA 17102.

65. Any Class Member may object to the Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and litigation expenses.⁶ You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

66. Any objection to the proposed Settlement must be in writing. All written objections and supporting papers must: (a) clearly identify the case name and number (*Chabot v. Walgreens Boots All., Inc.*, No. 1:18-cv-02118-JPW); (b) be submitted in writing to Robbins Geller Rudman & Dowd LLP, David A. Knotts, 655 West Broadway, Suite 1900, San Diego, CA 92101, and Weil, Gotshal & Manges LLP, Caroline Hickey Zalka, 767 Fifth Avenue, New York, NY 10153, and received no later than twenty-one (21) calendar days prior to the Settlement Hearing, or _____, 2024; and (c) be filed with the Clerk of the Court, United States District Court for the Middle District of Pennsylvania, Sylvia H. Rambo U.S. Courthouse, 1501 North 6th Street, Harrisburg, PA 17102, no later than _____, 2024.

67. The notice of objection must include documentation establishing the objecting Person's membership in the Class, including the number of shares of Rite Aid common stock that the objecting Person (1) owned as of the opening of trading on October 20, 2016 and (2) purchased, acquired and/or sold during the Class Period, as well as the dates and prices for each such purchase, acquisition and sale, and contain a statement of reasons for the objection, copies of any papers, briefs, or other documents upon which the objection is based, a statement of whether the objector intends to appear at the Settlement Hearing, and the objector's signature, even if represented by counsel. The objection must state whether it applies only to the objector, to a specific subset of the Class, or to the entire Class. In addition, the objector must identify all class action settlements to which the objector or his, her or its counsel have previously objected. Documentation establishing membership in

⁶ Plaintiffs' initial motion papers in support of these matters will be filed with the Court on or before _____, 2024.

the Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. Objectors who desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

68. You may not object to the Settlement or any aspect of it if you previously excluded yourself from the Class.

69. You may file a written objection without having to appear at the Settlement Hearing. You may not appear at the Settlement Hearing to present your objection, however, unless you have first filed a written objection in accordance with the procedures described above, unless the Court orders otherwise.

70. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will be at your own expense, he or she must file a notice of appearance with the Court so that the notice is received on or before ____, 2024.

71. The Settlement Hearing may be adjourned by the Court without further written notice to the Class, other than a posting of the adjournment on the Settlement website, www.RiteAidSecuritiesSettlement.com. If you plan to attend the Settlement Hearing, you should confirm the date and time with Plaintiffs' Counsel.

Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and litigation expenses. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

72. Nominees who purchased or acquired Rite Aid common stock for beneficial owners who are Class Members are directed to: (a) request within seven (7) calendar days of receipt of this Notice additional copies of the Notice and the Claim Form from the Claims Administrator for such beneficial owners; or (b) send

a list of the names and addresses of such beneficial owners to the Claims Administrator within seven (7) calendar days after receipt of this Notice. If a nominee elects to send the Notice to beneficial owners, such nominee is directed to mail the Notice within seven (7) calendar days of receipt of the additional copies of the Notice from the Claims Administrator, and upon such mailing, the nominee shall send a statement to the Claims Administrator confirming that the mailing was made as directed, and the nominee shall retain the list of names and addresses for use in connection with any possible future notice to the Class. Upon full compliance with these instructions, including the timely mailing of the Notice to beneficial owners, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these instructions by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought and reflecting compliance with these instructions. Reasonable out-of-pocket expenses actually incurred in connection with the foregoing includes up to \$0.03 for providing names, addresses, and email addresses to the Claims Administrator per record; up to a maximum of \$0.03 per Notice mailed by you, plus postage at the rate used by the Claims Administrator; or \$0.03 per Notice sent by email. Such properly documented expenses incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund. Copies of this Notice may also be obtained by calling toll-free 1-866-653-4874, and may be downloaded from the Settlement website, www.RiteAidSecuritiesSettlement.com.

**CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

73. This Notice contains only a summary of the terms of the proposed Settlement. More detailed information about the matters involved in the Action is available at www.RiteAidSecuritiesSettlement.com, including, among other documents, copies of the Stipulation and Proof of Claim Form. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Stipulation available at www.RiteAidSecuritiesSettlement.com, or by contacting Lead Counsel below. You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Middle District of Pennsylvania, Sylvia H. Rambo U.S. Courthouse, 1501 North 6th Street, Harrisburg, PA 17102, during regular office hours, Monday

through Friday, excluding Court holidays. All inquiries concerning this Notice or the Claim Form should be directed to:

Rite Aid Securities Settlement
c/o Gilardi & Co. LLC
P.O. Box 301135
Los Angeles, CA 90030-1135
Telephone: 1-866-653-4874
Claims Administrator

-or-

David A. Knotts, Esq.
ROBBINS GELLER RUDMAN & DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101-8498
(800) 449-4900
settlementinfo@rgrdlaw.com
Lead Counsel

**DO NOT CALL OR WRITE THE COURT, DEFENDANTS,
DEFENDANTS' COUNSEL, OR THE OFFICE OF THE CLERK OF
COURT
REGARDING THIS NOTICE.**

Dated: _____, 202__

By Order of the Court
United States District Court
Middle District of Pennsylvania

EXHIBIT A-2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

DOUGLAS S. CHABOT, et al.,	)	Civ. Action No. 1:18-cv-02118-JPW
Individually and on Behalf of All)	
Others Similarly Situated,	)	<u>CLASS ACTION</u>
)	
Plaintiffs,	)	PROOF OF CLAIM AND RELEASE
)	
vs.	)	EXHIBIT A-2
)	
WALGREENS BOOTS ALLIANCE,)	
INC., et al.,)	
)	
Defendants.)	
_____)	

Rite Aid Securities Settlement

c/o Gilardi & Co. LLC

P.O. Box 301135

Los Angeles, CA 90030-1135

Toll-Free Number: 1-866-653-4874

Email: info@riteaidsecuritiessettlement.com

Website: www.RiteAidSecuritiesSettlement.com

PROOF OF CLAIM AND RELEASE

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release form (“Claim Form”) and mail it by first-class mail to the above address, ***postmarked no later than _____, 2024 or submit it online at the above website so that it is received on or before _____, 2024.***

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the parties to the Action, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

PART I – INTRODUCTION

A. General Instructions

1. To recover as a member of the Class based on your claims in the action entitled *Chabot v. Walgreens Boots All., Inc.*, No. 1:18-cv-02118-JPW (the “Action”), you must complete, and on page [] hereof, sign this Proof of Claim and Release form (“Claim Form”). If you fail to file a properly addressed (as set forth in paragraph 3 below) Claim Form, your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Action.

2. Submission of this Claim Form, however, does not assure that you will share in the proceeds of settlement in the Action.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED CLAIM FORM SO THAT IT IS **POSTMARKED** (IF MAILED) OR **RECEIVED** (IF SUBMITTED ONLINE) ON OR BEFORE _____, 2024, ADDRESSED AS FOLLOWS:

Rite Aid Securities Settlement
c/o Gilardi & Co. LLC
P.O. Box 301135
Los Angeles, CA 90030-1135
www.RiteAidSecuritiesSettlement.com

If you are NOT a member of the Class, as defined below and in the Notice of Proposed Settlement of Class Action (the “Notice”), DO NOT submit a Claim Form.

4. If you are a member of the Class and you previously did not timely and validly request exclusion from the Class, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM.**

5. It is important that you completely read and understand the Notice that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

B. Claimant Identification

1. If you purchased or acquired shares of Rite Aid Corporation (“Rite Aid”) common stock and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or

brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part II of this form entitled “Claimant Identification” to identify the beneficial owner(s) of the shares of Rite Aid common stock. The complete name(s) of the beneficial owner(s) must be entered. THIS CLAIM MUST BE FILED AND SIGNED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF RITE AID COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

3. All joint purchasers must sign this Claim Form and be identified in Part II. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

4. **One Claim Form should be submitted for each separate legal entity.** Separate Claim Forms should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual’s name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by

that entity on one Claim Form, no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).

5. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or taxpayer identification number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Rite Aid common stock; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

6. By submitting a signed Claim Form, you will be swearing that you:

- (a) own or owned the Rite Aid common stock you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

C. Claim Form

1. Use Part III of this form entitled "Schedule of Transactions in Rite Aid Common Stock" to supply all required details of your transaction(s) in Rite Aid common stock. If you need more space or additional schedules, attach separate sheets

giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your purchases and acquisitions and all of your sales of Rite Aid common stock that took place at any time on or between and including October 20, 2016 and September 26, 2017, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim. Also, list the number of shares of Rite Aid common stock held at the close of trading on October 19, 2016, June 28, 2017, and September 26, 2017.

3. List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

4. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Rite Aid common stock set forth in the Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The parties and the Claims Administrator do not independently have information about your investments in Rite Aid common stock. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN

COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

5. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In the event the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the claimant's responsibility for any increased costs due to the nature and/or scope of the claim.

6. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

7. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

8. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, Gilardi & Co. LLC, at the address on the first page of the Claim Form, by email at info@riteaidsecuritiessettlement.com, or by toll-free phone at 1-866-653-4874, or you can visit the website, www.RiteAidSecuritiesSettlement.com, where copies of the Claim Form and Notice are available for downloading.

9. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the ***mandatory*** electronic filing requirements and file layout, you may visit the Settlement website at www.RiteAidSecuritiesSettlement.com or you may email the Claims Administrator's electronic filing department at info@riteaidsecuritiessettlement.com. **Any file not in accordance with the required electronic filing format will be subject to rejection.** Only one claim should be submitted for each separate legal entity (*see* ¶B.4 above) and the ***complete*** name of the beneficial owner(s) of the securities must be entered

where called for (*see* ¶B.2 above). No electronic files will be considered to have been submitted unless the Claims Administrator issues an email to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at info@riteaidsecuritiessettlement.com to inquire about your file and confirm it was received.**

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL, WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-866-653-4874.

PART II – CLAIMANT IDENTIFICATION

Beneficial Owner’s Name (First, Middle, Last)

Joint Beneficial Owner’s Name (if applicable) (First, Middle, Last)

Name of Representative, if applicable (executor, administrator, trustee, c/o, etc.),
if different from Beneficial Owner

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner’s Name (if different from beneficial owner listed above)

PART III – SCHEDULE OF TRANSACTIONS IN RITE AID
COMMON STOCK

Please be sure to include proper documentation with your Claim Form as described in detail in ¶C.4 of the General Instructions. Do not include information regarding securities other than Rite Aid common stock.

- A. Number of shares of Rite Aid common stock held at the close of trading on October 19, 2016. (Must be documented.) If none, write “zero”: _____
- B. Purchases or acquisitions of shares of Rite Aid common stock (October 20, 2016 - September 26, 2017, inclusive) (Must be documented.):

Date of Purchase/ Acquisition (Trade Date) Mo. / Day / Year	Number of Shares Purchased or Acquired	Purchase / Acquisition Price Per Share	Total Purchase or Acquisition Price (excluding any taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

IMPORTANT: If any purchase listed covered a “short sale,” please mark Yes:
 Yes

- C. Sales of shares of Rite Aid common stock (October 20, 2016 - September 26, 2017, inclusive) (Must be documented.):

Trade Date Mo. / Day / Year	Number of Shares Sold	Sale Price Per Share	Total Sales Price (not deducting any taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

- D. Number of shares of Rite Aid common stock held at the close of trading on June 28, 2017. (Must be documented.) If none, write “zero”: _____

- E. Number of shares of Rite Aid common stock held at the close of trading on September 26, 2017. (Must be documented.) If none, write “zero”: _____

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE ____.
FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN
PROCESSING OR THE REJECTION OF YOUR CLAIM.

PART IV – SUBMISSION TO JURISDICTION OF COURT AND
ACKNOWLEDGMENTS

I (We) submit this Claim Form under the terms of the Stipulation of Settlement dated October 18, 2023 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Middle District of Pennsylvania, with respect to my (our) claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to Lead Counsel and/or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of shares of Rite Aid common stock during the Class Period and know of no other Person having done so on my (our) behalf.

PART V – RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish, and discharge all of the

Released Plaintiffs' Claims (including Unknown Claims) against each and all of the Released Defendant Parties, all as defined herein and in the Notice and Stipulation.

2. This release shall be of no force or effect unless and until the Court approves the Stipulation and it becomes effective on the Effective Date.

3. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof and have not submitted any other claim covering the same purchases or acquisitions of shares of Rite Aid common stock and know of no other person having done so on my (our) behalf.

4. I (We) hereby warrant and represent that I (we) have included all requested information about all of my (our) purchases or acquisitions of shares of Rite Aid common stock during the Class Period, as well as the number of shares held at the close of trading on October 19, 2016, June 28, 2017, and September 26, 2017.

5. The number(s) shown on this form is (are) the correct SSN/TIN(s).

6. I (We) waive the right to trial by jury, to the extent it exists, and agree to the determination by the Court of the validity or amount of this claim, and waive any right of appeal or review with respect to such determination.

7. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

(NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 7 above.)

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this ____ day of _____, 2024,
(Month/Year)

in _____, _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, *e.g.*,
Beneficial Purchaser or Acquirer,
Executor or Administrator)

For Joint Beneficial Purchaser, if any:

(Sign your name here)

(Type or print your name here)

ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation, if available.
3. Do not send original stock certificates. Attach only *copies* of acceptable supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Claim Form and all supporting documentation for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at 1-866-653-4874.**
6. If you move, please send us your new address.
7. If you have any questions or concerns regarding your claim, contact the Claims Administrator at *Rite Aid Securities Settlement*, c/o Gilardi & Co, LLC, P.O. Box 301135, Los Angeles, CA 90030-1135, by email at info@riteaidsecuritiessettlement.com, or by toll-free phone at 1-866-653-4874, or you may visit www.RiteAidSecuritiesSettlement.com. **DO NOT** call Rite Aid, Defendants, or their counsel with questions regarding your claim.

EXHIBIT A-3

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

DOUGLAS S. CHABOT, et al.,	)	Civ. Action No. 1:18-cv-02118-JPW
Individually and on Behalf of All)	
Others Similarly Situated,	)	<u>CLASS ACTION</u>
)	
Plaintiffs,	)	SUMMARY NOTICE
)	
vs.	)	EXHIBIT A-3
)	
WALGREENS BOOTS ALLIANCE,)	
INC., et al.,)	
)	
Defendants.)	
_____)	

SUMMARY NOTICE

IF YOU PURCHASED OR ACQUIRED RITE AID CORPORATION (“RITE AID”) COMMON STOCK FROM OCTOBER 20, 2016 THROUGH JUNE 28, 2017, INCLUSIVE (THE “CLASS”), YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT. CERTAIN PERSONS ARE EXCLUDED FROM THE DEFINITION OF THE CLASS AS SET FORTH IN THE STIPULATION OF SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and by Order of the United States District Court for the Middle District of Pennsylvania, that in the above-captioned litigation (the “Action”), which is a certified class action, a Settlement has been proposed for \$192,500,000.00 in cash. A hearing will be held on _____, 2024, at __: __ .m., before the Honorable Jennifer P. Wilson, at the United States District Court for the Middle District of Pennsylvania, Sylvia H. Rambo U.S. Courthouse, 1501 North 6th Street, Harrisburg, PA 17102, for the purpose of determining whether: (1) the proposed Settlement should be approved by the Court as fair, reasonable, and adequate; (2) the proposed Plan of Allocation for distribution of the Settlement proceeds is fair, reasonable, and adequate and therefore should be approved; and (3) the application of Lead Counsel for the payment of attorneys’ fees and expenses from the Settlement Fund, including interest earned thereon, should be approved.

IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THE ACTION, AND YOU MAY BE ENTITLED TO SHARE IN THE NET SETTLEMENT FUND. If you have not received a detailed Notice of Proposed Settlement of Class Action (“Notice”) and a copy of the Proof of Claim and Release (“Proof of Claim”), you may obtain copies of these documents by contacting the Claims Administrator: *Rite Aid Securities Settlement*, c/o Gilardi & Co. LLC, P.O. Box 301135, Los Angeles, CA 90030-1135; info@riteaidsecuritiessettlement.com; 1-866-653-4874. You may also obtain copies of the Stipulation of Settlement, Notice, and Proof of Claim at www.RiteAidSecuritiesSettlement.com.

If you are a Class Member, to be eligible to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim by mail postmarked no later than _____, 2024, or submit it online by that date. If you are a Class Member and do not submit a valid Proof of Claim, you will not be eligible to share in the distribution of the Net Settlement Fund, but you will still be bound by any judgment entered by the Court in this Action (including the releases provided for therein).

If you are a Class Member, you will be bound by any judgment entered by the Court in this Action (including the releases provided for therein) whether or not you submit a Proof of Claim. If you previously excluded yourself from the Class, you will have no right to recover money pursuant to the Settlement.

Any objection to the Settlement, the Plan of Allocation, Lead Counsel's request for attorneys' fees and expenses, and Plaintiffs' request for time and expenses (if any) must be *received* by *each* of the following recipients *no later than* _____, 2024:

Clerk of the Court
United States District Court, Middle District of Pennsylvania
Sylvia H. Rambo U.S. Courthouse
1501 North 6th Street
Harrisburg, PA 17102

Lead Counsel:

Robbins Geller Rudman & Dowd LLP
David A. Knotts
655 West Broadway, Suite 1900
San Diego, CA 92101

Counsel for Defendants:

Weil, Gotshal & Manges LLP
Caroline Hickey Zalka
767 Fifth Avenue
New York, NY 10153

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Lead Counsel at the address listed above or e-mail settlementinfo@rgrdlaw.com.

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

EXHIBIT B

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

DOUGLAS S. CHABOT, et al.,
Individually and on Behalf of All
Others Similarly Situated,

Plaintiffs,

vs.

WALGREENS BOOTS ALLIANCE,
INC., et al.,

Defendants.

) Civ. Action No. 1:18-cv-02118-JPW

)

) CLASS ACTION

)

) FINAL JUDGMENT AND ORDER OF
) DISMISSAL WITH PREJUDICE

)

) EXHIBIT B

)

)

)

)

)

)

This matter came before the Court for hearing pursuant to the Order of this Court, dated _____, on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation of Settlement dated October 18, 2023 (the “Stipulation”). Due and adequate notice having been given to the Class as required in the Order, the Court having considered all papers filed and proceedings held herein and otherwise being fully informed of the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise stated herein.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement set forth in the Stipulation and finds that:

(a) the Stipulation and the Settlement contained therein are, in all respects, fair, reasonable, and adequate;

(b) there was no collusion in connection with the Stipulation;

(c) the Stipulation was the product of informed, arm’s-length negotiations among competent, able counsel; and

(d) the record is sufficiently developed and complete to have enabled Plaintiffs and Defendants to have adequately evaluated and considered their positions.

4. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those Persons who have validly and timely requested exclusion from the Class pursuant to the Class Notice (identified in Exhibit 1 hereto), the Action and all claims contained therein are dismissed with prejudice as to the Plaintiffs and the other Class Members, and as against each and all of the Released Defendant Parties. The Settling Parties are to bear their own costs except as otherwise provided in the Stipulation.

5. No Person shall have any claim against the Plaintiffs, the Class, Plaintiffs' Counsel, Released Defendant Parties, Defendants' Counsel, or the Claims Administrator based on distributions made substantially in accordance with the Settlement, the Stipulation and the Plan of Allocation, or otherwise as further ordered by the Court.

6. Upon the Effective Date, Plaintiffs and each of the Class Members (who have not validly opted out of the Class), on behalf of themselves, and their respective former and present officers, directors, employees, agents, affiliates, parents, subsidiaries, insurers, reinsurers, heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by

operation of law and of this Judgment shall have, fully, finally, and forever released, relinquished, waived, and discharged any or all of the Released Plaintiffs' Claims, including, without limitation, Unknown Claims, against Defendants and the other Released Defendant Parties, whether or not such Class Members execute and deliver a Proof of Claim, and shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement of any and all Released Plaintiffs' Claims, including, without limitation, Unknown Claims, against Defendants and the other Released Defendant Parties, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction. Claims to enforce the terms of the Stipulation are not released.

7. Upon the Effective Date, each of the Released Defendant Parties, on behalf of themselves, and their respective former and present officers, directors, employees, agents, affiliates, parents, subsidiaries, insurers, reinsurers, heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged any or all of the Released Defendants' Claims, including, without limitation, Unknown Claims, against the Released Plaintiff Parties, including Plaintiffs' Counsel, and shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement of any and all Released Defendants' Claims, including, without limitation, Unknown

Claims, against Plaintiffs and the other Released Plaintiff Parties, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction. Claims to enforce the terms of the Stipulation are not released.

8. The distribution of the Notice and publication of the Summary Notice as provided for in the Preliminary Approval Order constituted the best notice practicable under the circumstances, including individual notice to Class Members who could be identified through reasonable effort. The notice provided was the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process and any other applicable law, including the Private Securities Litigation Reform Act of 1995. No Class Member is relieved from the terms of the Settlement, including the releases provided for therein, based upon the contention or proof that such Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, were fully discharged and that the statutory waiting period has elapsed. Thus, it is hereby determined that all members of the Class are bound by this Judgment, except those persons listed on Exhibit 1 to this Judgment.

9. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment. Any order or proceeding relating to the Plan of Allocation or any order entered regarding any attorneys' fee and expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not affect or delay the finality of the Final Judgment in this Action.

10. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, (a) shall be offered against any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any allegation by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant Parties or in any way referred to for any other reason as against any of the Released Defendant Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (b) shall be offered against any of the Released Plaintiff Parties as evidence of, or construed as, or deemed to be evidence of

any presumption, concession, or admission by any of the Released Plaintiff Parties that any of their claims are without merit, that any of the Released Defendant Parties had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be construed against any of the Released Parties as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; provided, however, that, notwithstanding the foregoing, if the Stipulation is approved by the Court, the Parties and the Released Parties and their respective counsel may file or refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement; provided, however, that, notwithstanding the foregoing, the Released Defendant Parties may file the Stipulation and/or this Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) payment of the Settlement Amount by Defendants in accordance with the Stipulation; (b) implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (c) disposition of the Settlement Fund; (d) hearing and determining applications for attorneys' fees and expenses in the Action; and (e) all parties hereto for the purpose of construing, enforcing, and administering the Settlement.

12. The Court finds that during the course of the Action, Plaintiffs, Plaintiffs' Counsel, Defendants, and Defendants' Counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

13. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants or their insurers, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated; and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

14. The Released Parties shall bear their own costs and expenses except as otherwise provided in the Stipulation or in this Judgment.

15. Without further order of the Court, the Released Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

16. The Court directs immediate entry of this Judgment by the Clerk of the Court.

17. The Court's orders entered during this Action relating to the confidentiality of information shall survive this Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE JENNIFER P. WILSON
UNITED STATES DISTRICT JUDGE