Exhibit E

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release, dated February 28, 2025, is made and entered into by and among the Class Representatives,[1] for themselves individually and on behalf of the Settlement Class, and Rite Aid Corporation. This Settlement Agreement fully and finally resolves and settles all of Plaintiffs' and the Settlement Class's Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court's approval.

RECITALS

WHEREAS, on or about June 6, 2024, Rite Aid learned that an unknown third party impersonated a company employee to compromise their business credentials and gain access to certain of Rite Aid's business systems (i.e., the Data Breach). Following an investigation of the Data Breach, Rite Aid determined that certain data associated with the purchase or attempted purchase of specific retail products was acquired by the unknown third party. This data included names, addresses, dates of birth, and driver's license numbers or other forms of government-issued ID presented at the time of purchase at certain Rite Aid locations between June 6, 2017, and July 30, 2018. All relevant events occurred after at least June 1, 2024.

WHEREAS, during the Data Breach, the Personal Information of approximately 2.2 million individuals who sought to purchase certain retail products at Rite Aid between June 6, 2017, and July 30, 2018, was potentially accessed by an unauthorized person or persons during the Data Breach.

WHEREAS, beginning in July 2024, five putative class actions were filed in the United States District Court for the Eastern District of Pennsylvania bringing claims and seeking remedies relating to the Data Breach. On August 16, 2024, the related actions were consolidated in the first-filed action, *Bianucci. v. Rite Aid Corporation*, No. 2:24-cv-03356-HB, and the Court appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, Kevin Laukaitis of Laukaitis Law LLC, Benjamin F. Johns of Shub Johns & Holbrook LLP, Thomas E. Loeser of Cotchett Pitre & McCarthy LLP, and Ashley Crooks of Hasufeld LLP, as interim co-lead class counsel for Plaintiffs pursuant to Fed. R. Civ. P. 23(g). ECF No. 11.

WHEREAS, after considerable meet and confer efforts, and while simultaneously litigating this matter, the Parties agreed to mediate the case.

WHEREAS, in preparation for the scheduled mediation, the Parties requested and exchanged certain information related to the Action. The Parties also prepared for mediation by laying out their respective positions on the litigation, including with respect to the merits, class certification, and settlement, in detailed mediation statements which they exchanged with each other and provided to the mediator.

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[1] Unless otherwise specified, capitalized terms are the defined terms in Section 1 ("Definitions") of this Settlement Agreement.

WHEREAS, in the months and weeks prior to the mediation, the Parties maintained an open dialogue concerning the contours of a potential agreement to begin settlement negotiations. Plaintiffs provided a settlement demand to Rite Aid prior to the mediation, which the Parties used as the starting point for negotiations during the mediation.

WHEREAS, on January 22, 2025, the Parties engaged in an all-day, remote mediation session with Bennett G. Picker of Stradley Ronon LLP. The mediation assisted the Parties in resolving their outstanding differences. With the aide of the mediator, the Parties reached an agreement to settle this matter in principle. In the weeks that followed that mediation session, the Parties were able to finalize all the terms of this Settlement Agreement and related documents.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings related to the Data Breach as set forth in the release contained herein, by Plaintiffs and on behalf of members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Class Counsel, on behalf of Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and Rite Aid's potential defenses, including conducting independent investigation and confirmatory discovery, conferring with Rite Aid's Counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation, including on a motion for class certification. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Rite Aid may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, Rite Aid has similarly concluded that this Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

WHEREAS, this Agreement, whether consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. Rite Aid specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Rite Aid of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

1.1 "Action" means the consolidated class action litigation captioned *Bianucci. v. Rite Aid Corporation*, No. 2:24-cv-03356-HB, initially filed on July 25, 2024 in United States District Court for the Eastern District of Pennsylvania and pending before the Honorable Harvey Bartle III.

1.2 "Administrative Expenses" means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

1.3 "Agreement" or "Settlement Agreement" means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.

1.4 "Approved Claim(s)" means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

1.5 "Business Days" means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

1.6 "Claimant" means a Class Member who submits a Claim Form for a Settlement Payment.

1.7 "Claim Form" means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.

1.8 "Claims Deadline" means the date by which all Claim Forms must be received by the Settlement Administrator to be considered timely and shall be set as the date 90 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice(s), the Claim Form, and the Court's order granting Preliminary Approval.

1.9 "Claims Period" means the period of time during which Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date 90 days thereafter.

1.10 "Class Counsel" means attorneys Andrew W. Ferich of Ahdoot & Wolfson, PC Kevin Laukaitis of Laukaitis Law LLC, Benjamin F. Johns of Shub Johns & Holbrook LLP, Thomas E. Loeser of Cotchett Pitre & McCarthy LLP, and Ashley Crooks of Hasufeld LLP.

1.11 "Class Member" means a member of the Settlement Class.

1.12 "Class Representatives" and "Plaintiffs" mean Margaret Bianucci, Kathryn Edwards, Erica Judka, and Faith Spiker.

1.13 "Court" means the United States District Court for the Eastern District of Pennsylvania.

1.14 "Data Breach" refers to the alleged unauthorized data incident and access which occurred on or around June 6, 2024 that is the subject of the Action.

1.15 "Documented Loss" refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are more likely than not a result of Data Breach, as further described in Section 3.2(a) below. Documented Losses must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Data Breach and incurred on or after June 6, 2024.

1.16 "Effective Date" means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.

1.17 "Entity" means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.

1.18 "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

1.19 "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure.

1.20 "Long Form Notice" means the long form notice of settlement substantially in the form attached hereto as **Exhibit B**.

1.21 "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for the Fee Award and Costs, and (iv) applicable taxes, if any.

1.22 "Non-Profit Residual Recipient" means the Pennsylvania Interest on Lawyers Trust Account Board (PA IOLTA).

1.23 "Notice" means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice (postcard), the Long Form Notice, and the Settlement Website and toll-free telephone line.

1.24 "Notice Date" means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than 35 days after entry of the Preliminary Approval Order.

1.25 "Notice Plan" means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.

1.26 "Objection Deadline" means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be 60 days following the Notice Date. The deadline for filing an objection will be set forth in the Long Form Notice, the Summary Notice(s), and the Court's order granting Preliminary Approval.

1.27 "Opt-Out Period" means the period in which a Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire 60 days following the Notice Date. The deadline for filing a Request for Exclusion shall be clearly set forth in the Long Form Notice, the Summary Notice(s), and the Court's order granting Preliminary Approval.

1.28 "Parties" means the Plaintiffs and Defendant Rite Aid Corporation.

1.29 "Personal Information" means at least the following types of data: names, addresses, dates of birth, and driver's license numbers or other forms of government-issued ID.

1.30 "Preliminary Approval Order" means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to be disseminated to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties' agreed-upon proposed preliminary approval order attached hereto **as Exhibit C.**

1.31 "Reasonable Documentation" means documentation supporting a claim for Documented Loss(es) including, but not limited to, credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting documentation.

1.32 "Released Claims" means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys' fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term "Unknown Claims" is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action or in Rite Aid's Chapter 11 bankruptcy proceeding, *In re Rite Aid Corp.*, Bankr. No. 23-18993 (D.N.J.), related to or otherwise arising from the Data Breach regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action. "Released Claims" do not include any claims against any entity other than the Released Parties and are subject to Section 4 below.

1.33 "Released Parties" means Defendant and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a "Released Party."

1.34 "Request for Exclusion" is the written communication by a Class Member in which he or she timely requests to be excluded or opt-out from the Settlement Class pursuant to the terms of the Agreement.

1.35 "Rite Aid" or "Defendant" means Defendant Rite Aid Corporation, and its current and former affiliates, parents, subsidiaries, and successors.

1.36 "Rite Aid's Counsel," "Defendant's Counsel," or other references to counsel for Rite Aid means attorney Mark Melodia and other attorneys at the law firm Holland & Knight.

1.37 "Service Awards" means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth in Section 8 below.

1.38 "Settlement" means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

1.39 "Settlement Administrator" or "Kroll" means Kroll Settlement Administration, LLC, the third-party class action settlement administrator agreed to by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any Requests for Exclusion from the Class. Class Counsel and Rite Aid's Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

1.40 "Settlement Benefit(s)" means any Settlement Payments—including the Documented Loss Payments and the Cash Fund Payments—and the prospective relief set forth in Sections 2 and 3 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.

1.41 "Settlement Class" and "Class" means all residents of the United States whose Personal Information was compromised or potentially compromised in the Rite Aid Data Breach, including all persons who received notice of the Data Breach. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Rite Aid, its subsidiaries, parent companies, successors, predecessors, and any entity in which Rite Aid or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

1.42 "Settlement Fund" means the sum of Six Million Eight Hundred Thousand Dollars and No Cents ($6,800,000.00), to be paid by Rite Aid and/or its insurers, as specified in Section 3.1 of this Agreement.

1.43 "Settlement Payment" means any payment to be made to any Class Member on Approved Claims pursuant to Section 3.2 herein.

1.44 "Settlement Website" means the internet website to be created, launched within 14 days after entry of the Preliminary Approval Order, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents

including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

1.45 "Summary Notice(s)" means the summary postcard notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit D**.

1.46 "Taxes" means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). 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 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) expenses and costs incurred in connection with the operation and implementation of this Agreement (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 Agreement ("Tax Expenses"), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administration Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims 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(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the "administrator." The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

1.47 "Unknown Claims" means any and all Released Claims that Rite Aid or any Class Representative or Class Member does not know or suspect to exist in his, her, or its favor as of the Effective Date and which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to the Settlement. Class Representatives and Class Counsel acknowledge, and each Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of

"Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

2. SECURITY COMMITMENTS; PROSPECTIVE RELIEF

2.1 Rite Aid agrees to adopt, maintain, and/or implement data and information security measures, at its expense, which are designed to strengthen Rite Aid's data and information security. In the future, Rite Aid may replace any of these security measures provided it does so with equivalent or more robust security measures, such as with more advanced technology and capabilities that become available, or to better address assessed security risks to their information systems.

2.2 Rite Aid agrees to provide Class Counsel with a declaration containing sufficient information to describe and confirm that each of these security enhancements has been or will be implemented.

3. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

3.1 Rite Aid agrees to make or cause to be made one or more payment(s), to a bank account designated by the Settlement Administrator, totaling a sum of Six Million Eight Hundred Thousand Dollars and No Cents ($6,800,000.00), to create the Settlement Fund. Within 30 days after entry of the Preliminary Approval Order, which shall include an order establishing the Settlement Fund pursuant to pursuant to Treasury Regulation § 1.468B-1(c)(1), Rite Aid agrees to obtain from the Settlement Administrator detailed wire instructions and a completed W-9 form, and shall cause One Million One Hundred and Forty Thousand Dollars ($1,140,000.00) to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the "Escrow Account"), with any remaining amount of the Settlement Fund to be deposited within 14 days after entry of the Final Approval Order. The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents ($1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both Parties), the Fee Award and Costs, and Service Awards. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Rite Aid's liability shall not exceed Six Million Eight Hundred Thousand Dollars and No Cents ($6,800,000.00).

(a) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.

(b) The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator 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 this Agreement or further order of the Court.

3.2 Settlement Payments: Each Class Member may qualify and submit a claim for one of the following cash Settlement Payments:

(a) Documented Loss Payment. Class Members may submit a claim for a Settlement Payment of up to $10,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement and that the loss is more likely than not related to the Data Breach. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member's claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member fails to cure his or her claim, the claim will be rejected and the Class Member's claim will instead be automatically

placed into the Cash Fund Payment category described below at the discretion of the Settlement Administrator.

(b) Cash Fund Payment. In the alternative to the Documented Loss Payment Settlement Benefit, Class Members may submit a claim to receive a pro rata Settlement Payment in cash (i.e., a "Cash Fund Payment"). The amount of the Cash Fund Payment will be calculated in accordance with Section 3.7 below. Class Members who submit a Claim for a Cash Fund Payment will not be entitled to select the Documented Loss Payment Settlement Benefit provided for under Section 3.2(a).

3.3 Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods (e.g., Paypal, Venmo). In the event that Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

3.4 Deadline to File Claims. Claim Forms must be postmarked (if mailed) or electronically received (if filed on the Settlement Website) within 90 days after the Notice Date.

3.5 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have 30 days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable. If the Settlement Administrator determines a Claim for Documented Losses is insufficient or otherwise denied for lack of supporting documentation, the Settlement Administrator has the direction to consider that Claim for a Cash Fund Payment instead.

3.6 Timing of Settlement Benefits. Within 30 days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.

3.7 Distribution of Settlement Payments: The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) Fee Award and Costs, (iii) Service Award, and (iv) taxes. The remaining amount is the Net Settlement Fund. The Settlement Administrator will first apply the Net Settlement Fund to pay Approved

Claims for Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied shall be referred to as the "Post DL Net Settlement Fund." The Settlement Administrator shall then utilize the Post DL Net Settlement Fund to make all Cash Fund Payments pursuant to Section 3.2(b).

The amount of each Cash Fund Payment shall be calculated by dividing the Post DL Net Settlement Fund by double the number of valid claims submitted by California residents added to the number of valid claims submitted by non-California residents to determine an "Initial Cash Amount" (i.e., Initial Cash Amount = Post DL Net Settlement Fund / ((2 * the total number of Approved Claims submitted by California residents) + (the total number of Approved Claims submitted by non-California residents))). The Cash Fund Payment amount to non-California residents with Approved Claims will be equal to the Initial Cash Amount, and the Cash Fund Payment amount to California residents with Approved Claims will equal twice the amount of the Initial Cash Amount.

In the event that the aggregate amount of all Documented Loss Payments exceeds the total amount of the Net Settlement Fund, then the value of the Documented Loss Payment to be paid to each Class Member shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Cash Fund Payments. All such determinations shall be performed by the Settlement Administrator.

3.8 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical check, shall have 90 days following distribution to deposit or cash their benefit check.

3.9 Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all Settlement Payments to the Class Members, a subsequent Settlement Payment will be made evenly to all Class Members with approved claims for Cash Fund Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents ($3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment in a distribution is less than three dollars ($3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed by mutual agreement of the Parties to a Court-approved non-profit recipient. Should it become necessary, any remaining amount of the Net Settlement Fund shall be distributed to the Non-Profit Residual Recipient.

3.10 Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall

make one additional effort to make any digital payments and engage in reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within 30 days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.

3.11 Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Rite Aid after the Effective Date.

3.12 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to Rite Aid and/or its insurer(s) in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Rite Aid and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.

3.13 Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Rite Aid and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Rite Aid and/or its insurers.

3.14 Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; and (v) the Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement.

3.15 Payment / Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Rite Aid with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least 7 Business Days prior to making such withdrawal or payment.

3.16 Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.

3.17 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative and Class Member as a result of any benefit or payment received as a result of the Settlement. Each Class Representative and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.18 Limitation of Liability.

(a) Rite Aid and Rite Aid's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Rite Aid, and Rite Aid's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement;

(ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4. RELEASE

4.1 Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the settlement class list in accordance with Section 6.4, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Breach or otherwise arises out of the same facts and circumstances set forth in the class action complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any third party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement.

4.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

5. REQUIRED EVENTS AND COOPERATION BY PARTIES

5.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as Exhibit C.

5.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.

5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Rite Aid stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Rite Aid reserves the right to contest class certification for all other purposes. Plaintiffs and Rite Aid further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

5.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than 135 days after the entry of the Preliminary Approval Order. The Parties may file a response to any objections to the Settlement and a Motion for Final Approval no later than 14 days after the Objection Deadline.

6. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.

6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.

6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members by direct mail. Direct (i.e., postcard) notice shall proceed as follows:

(a) The Settlement Administrator will send the Summary Notice (in postcard form) by U.S. Mail, postage prepaid;

(b) For any Summary Notice that has been mailed via U.S. Mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;

(c) Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Section 6.3; and

(d) In the event the Settlement Administrator transmits a Summary Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address ("NCOA") database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Rite Aid.

6.4 Settlement Class List. Within 14 days after the issuance of the Preliminary Approval Order, Rite Aid will provide to the Settlement Administrator a list of any and all names, mailing addresses, telephone numbers, and email addresses (if any) of any and all Class Members that it has in its possession, custody, or control.

6.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall not be used for marketing purposes by the Settlement Administrator; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose.

6.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

6.7 Settlement Website. Prior to any dissemination of the Summary Notice(s) and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet in accordance with this Agreement. The Settlement Administrator shall create, update, and maintain the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Consolidated Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly.

6.8 Opt-Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than 60 days after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be in writing and must identify the case name "*Bianucci. v. Rite Aid Corporation*, No. 2:24-cv-03356-HB"; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking

exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*Bianucci. v. Rite Aid Corporation*, No. 2:24-cv-03356-HB.'" Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

The Settlement Administrator shall provide Class Counsel and Rite Aid's Cousnel with the opt-out list no later than 5 days following the conclusion of the Opt-Out Period.

6.9 Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Court no later than 60 days after the Notice Date (the "Objection Deadline"). Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within 60 days following the Notice Date. All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themself to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past 5 years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them to: 3810

U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 16A, or by filing them in person at the Courthouse. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court. Without limiting the foregoing, any challenge to the Settlement Agreement, the Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

7. SETTLEMENT ADMINISTRATION

7.1 Submission of Claims.

(a) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by return mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

(b) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

7.2 Settlement Administrator's Duties.

(a) Cost Effective Claims Processing. The Settlement Administrator shall administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

(b) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement. At the direction and discretion of the Parties, the Settlement Administrator shall perform reasonable address traces for any postcard Summary Notices that are returned as undeliverable. If the Parties elect remailing, then no later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of postcard Summary Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

(c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Rite Aid's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Rite Aid's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

(i) Receive Requests for Exclusion from Class Members and provide Class Counsel and Rite Aid's Counsel a copy thereof no later than 5 days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Rite Aid's Counsel;

(ii) Provide weekly reports to Class Counsel and Rite Aid's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Rite Aid's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

(iii) Make available for inspection by Class Counsel and Rite Aid's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

(iv) Cooperate with any audit by Class Counsel or Rite Aid's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

7.3 Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

8. SERVICE AWARDS

8.1 Class Representatives and Class Counsel may seek Service Awards to the Class Representatives of up to $3,500 per Class Representative. Class Counsel may request Service Awards for the Class Representatives as part of their motion for a Fee Award and Costs, which must be filed no later than 14 days prior to the Objection Deadline.

8.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, within 5 Business Days after the Effective Date.

8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

8.4 The Parties did not discuss or agree upon the amount of the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

9. ATTORNEYS' FEES, COSTS, AND EXPENSES

9.1 Class Counsel may file a motion seeking an award of attorneys' fees of up to 35% of the Settlement Fund, and, separately, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), no later than 14 days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, within 5 Business Days after the Effective Date.

9.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.

9.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards. Rite Aid reserves the right to oppose or challenge Plaintiffs' request for Class Counsel's Fee Award and Costs, and Class Representative Service Awards.

10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

10.1 The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:

(a) Rite Aid and Class Counsel execute this Agreement;

(b) The Court enters the Preliminary Approval Order attached hereto as Exhibit C, without material change;

(c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;

(d) The Court enters the Final Approval Order and Judgment; and

(e) The Final Approval Order and Judgment have become "Final" because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

10.2 In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Judgment, or the Final Approval Order and Judgment does not become Final (as described in Paragraph 10.1(e) of this Agreement), Rite Aid may at its sole discretion terminate this Agreement on 5 Business Days written notice from Rite Aid's Counsel to Class Counsel.

10.3 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within 14 days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within 7 days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.

10.4 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

10.5 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Sections 3.11, 3.12, 3.13, 10.5, and 10.6 herein) and shall have no legal effect, and

the Parties will return to their respective positions existing immediately before the execution of this Agreement.

10.6 Notwithstanding any provision of this Agreement to the contrary, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

11. NO ADMISSION OF WRONGDOING OR LIABILITY

11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

(a) shall not be offered or received against Rite Aid as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Rite Aid with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Rite Aid;

(b) shall not be offered or received against Rite Aid as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Rite Aid;

(c) shall not be offered or received against Rite Aid as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Rite Aid, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against Rite Aid as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by Rite Aid have any merit.

12. REPRESENTATIONS

12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

13. NOTICE

13.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

Andrew W. Ferich
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, Pennsylvania 19087
Telephone: (310) 474-9111
aferich@ahdootwolfson.com

Kevin Laukaitis
LAUKAITIS LAW LLC
954 Avenida Ponce Dr Leon, Suite 205 #10518
San Juan, PR 00907
Telephone: (215) 789-4462
klaukaitis@laukaitislaw.com

Benjamin F. Johns
SHUB JOHNS & HOLBROOK LLP
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, Pennsylvania 19428
Telephone: (610) 477-8380
bjohns@shublawyers.com

Thomas E. Loeser
COTCHETT PITRE & MCCARTHY LLP
999 N. Northlake Way, Suite 215
Seattle, WA 98103
Telephone: (206) 802-1272
tloeser@cpmlegal.com

Ashley M. Crooks
HAUSFELD LLP

33 Whitehall Street, Fourteenth Floor
New York, NY 10004
Telephone: (646) 357-1100
acrooks@hausfeld.com

13.2 All notices to Rite Aid or Rite Aid's Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

Mark S. Melodia
Mark H. Francis
HOLLAND & KNIGHT
787 Seventh Avenue, 31st Floor
New York, NY 10019
Telephone: 1.212.513.3200
mark.melodia@hklaw.com
mark.francis@hklaw.com

Caitlin F. Saladrigas
HOLLAND & KNIGHT
777 South Flagler Drive,
Suite 1900, West Tower
West Palm Beach, FL 33401
Telephone: (561) 650-8349
caitlin.saladrigas@hklaw.com

13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First Class mail to the following address:

Rite Aid Data Breach Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

13.4 The notice recipients and addresses designated in this Section may be changed by written notice.

14. MISCELLANEOUS PROVISIONS

14.1 Representation by Counsel. The Class Representatives and Rite Aid represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

14.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

14.6 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.

14.7 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

14.8 Severability. Subject to the provisions of Section 10.3, should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

14.9 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.

14.10 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

14.11 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

14.12 Interpretation.

(a) Definitions apply to the singular and plural forms of each term defined.

(b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

14.13 No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.

14.14 Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm's-length negotiations with the assistance of an experienced mediator.

14.15 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

14.16 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

14.17 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

14.18 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

14.19 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

14.20 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

14.21 Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to "days" in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

14.22 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

[**Signatures appear on the next page**]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed:

Dated: February 27, 2025

AHDOOT & WOLFSON, PC

Andrew W. Ferich

Dated: February 27, 2025

Margaret Bianucci, Plaintiff

Margaret Bianucci (Feb 27, 2025 16:26 PST)

Dated: February __, 2025

LAUKAITIS LAW LLC

Kevin Laukaitis

Dated: February __, 2025

Erica Judka, Plaintiff

Dated: February __, 2025

SHUB JOHNS & HOLBROOK LLP

Benjamin F. Johns

Dated: February __, 2025

HAUSFELD LLP

Ashley M. Crooks

Dated: February __, 2025

Faith Spiker, Plaintiff

Dated: February __, 2025

COTCHETT PITRE & MCCARTHY LLP

Thomas E. Loeser

Dated: February __, 2025

Kathryn Edwards, Plaintiff

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed:

Dated: February __, 2025

AHDOOT & WOLFSON, PC

_____
Andrew W. Ferich

Dated: February __, 2025

_____
Margaret Bianucci, Plaintiff

Dated: February 27, 2025

LAUKAITIS LAW LLC

_____
Kevin Laukaitis

Dated: February 27, 2025

Signed by:
03A1EF8790114FD...
_____
Erica Judka, Plaintiff

Dated: February __, 2025

SHUB JOHNS & HOLBROOK LLP

_____
Benjamin F. Johns

Dated: February __, 2025

HAUSFELD LLP

_____
Ashley M. Crooks

Dated: February __, 2025

_____
Faith Spiker, Plaintiff

Dated: February __, 2025

COTCHETT PITRE & MCCARTHY LLP

_____
Thomas E. Loeser

Dated: February __, 2025

_____
Kathryn Edwards, Plaintiff

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AHDOOT & WOLFSON, PC

_____
Andrew W. Ferich

Dated: February __, 2025

_____
Margaret Bianucci, Plaintiff

Dated: February __, 2025

LAUKAITIS LAW LLC

_____
Kevin Laukaitis

Dated: February __, 2025

_____
Erica Judka, Plaintiff

Dated: February __, 2025

SHUB JOHNS & HOLBROOK LLP

_____
Benjamin F. Johns

Dated: February 27, 2025

HAUSFELD LLP

_____
Ashley M. Crooks

Dated: February 27, 2025

_____
Faith Spiker, Plaintiff

Dated: February __, 2025

COTCHETT PITRE & MCCARTHY LLP

_____
Thomas E. Loeser

Dated: February __, 2025

_____
Kathryn Edwards, Plaintiff

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed:

Dated: February __, 2025

AHDOOT & WOLFSON, PC

Andrew W. Ferich

Dated: February __, 2025

Margaret Bianucci, Plaintiff

Dated: February __, 2025

LAUKAITIS LAW LLC

Kevin Laukaitis

Dated: February __, 2025

Erica Judka, Plaintiff

Dated: February 28, 2025

SHUB JOHNS & HOLBROOK LLP

Benjamin F. Johns

Dated: February __, 2025

HAUSFELD LLP

Ashley M. Crooks

Dated: February __, 2025

Faith Spiker, Plaintiff

Dated: February __, 2025

COTCHETT PITRE & MCCARTHY LLP

Thomas E. Loeser

Dated: February 27, 2025

Kathryn Edwards (Feb 27, 2025 18:53 EST)

Kathryn Edwards, Plaintiff

HOLLAND & KNIGHT

Dated: February 27, 2025

Mark S. Melodia

Counsel for Defendant Rite Aid Corporation

Dated: February 27, 2025

Francis X. Lane

VP, Associate General Counsel

On Behalf of Defendant Rite Aid Corporation

EXHIBIT A

CLAIM FORM FOR RITE AID DATA BREACH SETTLEMENT BENEFITS
Rite Aid Data Breach Litigation
***Bianucci, et al. v. Rite Aid Corp.*, Case No. 2:24-cv-03356 (E.D. Pa.)**

USE THIS FORM TO MAKE A CLAIM FOR A DOCUMENTED LOSS PAYMENT OR FOR A PRO RATA CASH FUND PAYMENT

The DEADLINE to submit this Claim Form is: [Month XX, 20YY]

I. GENERAL INSTRUCTIONS

If you are a natural person in the United States whose Personal Information was compromised or potentially compromised as a result of the Data Breach, including those who were sent a notice by Rite Aid Corporation ("Rite Aid") of the Data Breach, you are a Class Member.

As a Class Member, you are eligible to make a claim for **one of the following options:**

(1) up to a $10,000 cash payment for reimbursement of Documented Losses ("Documented Loss Payment") supported by Reasonable Documentation that are more likely than not a result of the Data Breach and not otherwise reimbursed by another source;

OR

(2) a flat, pro rata cash payment (Cash Fund Payment), the amount of which will depend on the number of Class Members who participate in the Settlement and how much of the Settlement Fund remains after payment of valid Documented Loss Payment claims.

Cash Fund Payments may be reduced or increased *pro rata* (equal share) depending on how many Class Members submit claims and how much of the Settlement Fund remains after payments are made for Approved Claims for Documented Loss Payments. Complete information about the Settlement and the Settlement Benefits are available at www.RiteAidDataSettlement.com.

This Claim Form may be submitted online at www.RiteAidDataSettlement.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Rite Aid Data Breach Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments, you must notify the Settlement Administrator in writing at the address above.

First Name M.I. Last Name

Alternative Name(s)

Mailing Address, Line 1: Street Address/P.O. Box

Mailing Address, Line 2:

City: State: Zip Code:

Cellular Telephone Number Home Telephone Numbers

Email Address

Date of Birth (mm/dd/yyyy) Unique ID Number Provided on mailed Notice (if known)

III. CLASS MEMBERSHIP

☐ Please check this box if you received a Notice related to this class action settlement, and you have provided your Unique ID Number in Section II above.

☐ Please check this box if you have **not** received a letter notice but believe that you should be included in the Settlement Class. You must provide Reasonable Documentation demonstrating that you were impacted by the Data Breach and are a Class Member.

<u>You may select ONE of the following options</u>:

IV. CASH FUND PAYMENT

☐ If you wish to receive a flat Cash Fund Payment, you must check off the box for this section, and then simply return this Claim Form. ***Please be sure to complete the payment selection method at the bottom of this Claim Form to elect which payment option you would prefer.***

OR

V. DOCUMENTED LOSS PAYMENT

☐ Please check off this box for this section if you are electing to seek reimbursement for up to $10,000 of documented losses you incurred that are more likely than not traceable to the Data Breach and not otherwise reimbursed by any other source. Documented losses include unreimbursed losses and consequential expenses that are more likely than not related to the Data Breach and incurred on or after June 6, 2024.

In order to make a claim for a Documented Loss Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VIII); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented losses need to be deemed more likely than not due to the Data Breach by the Settlement Administrator based on the documentation you provide and the facts of the Data Incident. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator. If your claim for a Documented Loss Payment is rejected and you fail to cure the defect, your claim will automatically be considered as a claim for a Cash Fund Payment.**

Cost Type (Fill all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
○ Unreimbursed fraud losses or charges	/ / (mm/dd/yy)	$.	*Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges*
○ Professional fees incurred in connection with identity theft or falsified tax returns	/ / (mm/dd/yy)	$.	*Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return*
○ Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing	/ / (mm/dd/yy)	$.	*Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount*
○ Credit freeze	/ / (mm/dd/yy)	$.	*Examples: Notices or account statements reflecting payment for a credit freeze*

Cost Type (Fill all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
○ Credit monitoring that was ordered after June 6, 2024 as a result of the Data Breach	/ / (mm/dd/yy)	$.	*Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services*
○ Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long- distance telephone charges	/ / (mm/dd/yy)	$.	*Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office), indication of why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Warren General Data Incident*
○ Other (provide detailed description)	/ / (mm/dd/yy)	$.	*Please provide detailed description below or in a separate document submitted with this Claim Form:*

VI. ATTESTATION
(REQUIRED FOR DOCUMENTED LOSS PAYMENT CLAIMS ONLY)

I, _____, declare that I suffered the documented losses claimed above.
[Name]

I also attest that the documented losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of Pennsylvania that the foregoing is true and correct.
Executed on _____, in _____, _____.
[Date] [City] [State]

_____
[Signature]

VII. PAYMENT SELECTION

Please select **one** of the following payment options if you seeking a Cash Fund Payment (Section IV) or Documented Loss Payment (Section V).

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo -** Enter the mobile number associated with your Venmo account: __ __ __-__ __ __-__ __ __ __

☐ **Physical Check -** Payment will be mailed to the address provided in Section I above.

VIII. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

_____ Date:_____
Signature:

_____
Print Name

EXHIBIT B

Rite Aid Data Breach Settlement
(*Bianucci, et al. v. Rite Aid Corp.*, Case No. 2:24-cv-03356)
United States District Court for the Eastern District of Pennsylvania

If your Personal Information was accessed as a result of the Data Breach involving Rite Aid, you may be entitled to benefits from a settlement.

This is not a solicitation from a lawyer. Please read this Notice carefully and completely.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A proposed $6.8 million Settlement arising out of a Data Breach has been reached with Rite Aid Corporation ("Rite Aid"). On or about June 6, 2024, Rite Aid learned that an unauthorized third party gained access to Class Members' Personal Information (the "Data Breach"). Personal Information includes names, addresses, dates of birth, and driver's license numbers or other form of government-issued ID.
- The Settlement Class includes all residents of the United States whose Personal Information was compromised or potentially compromised in the Rite Aid Data Breach, including all persons who received notice of the Data Breach. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Rite Aid, its subsidiaries, parent companies, successors, predecessors, and any entity in which Rite Aid or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
- If you are a Class Member, you may be able to receive **one** of the following Settlement Benefits:

  Documented Loss Payment: You may submit a timely and valid Claim Form and provide supporting Reasonable Documentation that you spent money or incurred losses related to the Data Breach for up to $10,000; **OR**

  Cash Fund Payment: Instead of selecting a Documented Loss Payment and providing supporting documentation, you may choose to receive a flat cash payment with no documentation. The amount of your Cash Fund Payment depends on the number of valid claims and how much of the Settlement Fund remains after payment of valid Documented Loss Payment claims.

  The Settlement Administrator will automatically treat uncured incomplete or defective Documented Loss Payment claims as claims for a Cash Fund Payments.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM **SUBMITTED OR POSTMARKED BY: MONTH DD, 20YY**	Submitting a timely and valid Claim Form is the only way that you can receive Settlement Benefits. If you submit a Claim Form, you will give up the right to sue Rite Aid and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT **POSTMARKED BY: MONTH DD, 20YY**	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Rite Aid and the Released Parties, for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT **POSTMARKED BY: MONTH DD, 20YY**	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write to the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Rite Aid and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE "FINAL APPROVAL" HEARING **DATE: MONTH DD, 20YY**	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are not required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive a cash payment and you will give up your rights to sue Rite Aid and the Released Parties for the legal claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. No Settlement Benefits or Settlement Payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all your rights and options before the Court decides whether to grant final approval of the Settlement. 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 lawsuit is known as *Bianucci, et al. v. Rite Aid Corp.,* Case No. 2:24-cv-03356, in the United States District Court for the Eastern District of Pennsylvania (the "Action"), before the Honorable Judge Harvey Bartle III. The individuals who filed this Action are called the "Plaintiffs" and the entity they sued, Rite Aid, is called the "Defendant." The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this Action about?

Plaintiffs filed this Action against Defendant, individually, and on behalf of members of the Settlement Class whose Personal Information was accessed as a result of the Data Breach.

On or about June 7, 2024, Rite Aid learned that there was unauthorized access by a cybercriminal to the Defendant's network and that Personal Information of Defendant's current or former customers, or other affiliated persons was exfiltrated. Plaintiffs brought this Action against Defendant.

The Plaintiffs allege that Rite Aid failed to adequately protect their Personal Information and that they were injured as a result. Rite Aid denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Rite Aid denies these and all other legal claims made in the Action. By entering into the Settlement, Rite Aid is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the class representatives sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class member. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves (opt-out) from the class.

The Class Representatives in this Action are Plaintiffs Margaret Bianucci, Kathryn Edwards, Erica Judka, and Faith Spiker.

4. Why is there a Settlement?

The Class Representatives and Rite Aid do not agree about the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Rite Aid. Instead, the Class Representatives and Rite Aid have agreed to settle the Action. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for all Class Members because of the benefits available to Class Members and the risks and uncertainty associated with continuing the Action.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Settlement Class includes all natural persons who are residents of the United States whose Personal Information was compromised or potentially compromised in the Data Breach disclosed by Rite Aid, including all persons who were sent notice of the Data Breach. You may have been sent notice regarding the Data Breach previously by Rite Aid following the incident.

If you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Rite Aid, its subsidiaries, parent companies, successors, predecessors, and any entity in which Rite Aid or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.RiteAidDataSettlement.com or call the Settlement Administrator's toll-free number at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Class Member and you submit a timely and valid Claim Form, you may be eligible to receive **one** of the following Settlement Benefits:

Documented Loss Payment: You may submit a timely and valid Claim Form and provide supporting Reasonable Documentation that you spent money or incurred losses related to the Data Breach for up to $10,000 per person.

Examples of Reasonable Documentation include (but are not limited to): credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notice provided by Defendant.

If you file a claim for a Documented Loss Payment and don't submit qualifying documentation, or if your claim is deemed incomplete by the Settlement Administrator, and you do not cure your Claim Form, the Settlement Administrator may automatically treat and consider your claim as eligible for a Cash Fund Payment at the Settlement Administrator's discretion.

Cash Fund Payment: Instead of selecting a Documented Loss Payment, you may file a claim with no documentation to receive a flat, pro rata Cash Fund Payment.

Your Cash Fund Payment may be subject to a pro rata (a legal term meaning equal share) adjustment increase from the Net Settlement Fund if the amount of Approved Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Approved Claims exhausts the amount of the Net Settlement Fund, the amount of Cash Fund Payments may be reduced pro rata accordingly.

In addition, Rite Aid has agreed to take certain remedial measures and enhanced security measures as a result of this Action.

Please review Question 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the two Settlement Benefit options is the best option for you.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option is best for you, it is important for you to understand how Settlement payments will be made. Court awarded attorneys' fees up to a maximum of 35% of the $6,800,000.00 Settlement Fund, reasonable costs and expenses incurred by Class Counsel, Administrative Expenses for costs of the settlement administration, any applicable taxes, and Service Awards of up to $3,500 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Approved Claims for Documented Loss Payments up to $10,000 per Class Member will be paid first. If you file for a Documented Loss Payment and don't submit qualifying documentation, or if your claim is deemed incomplete by the Settlement Administrator, and you don't cure your claim, the Settlement Administrator will automatically treat and consider your claim as eligible for a Cash Fund Payment.

2. If money remains in the Settlement Fund after paying Approved Claims for Documented Loss Payments, the amount of the Settlement Fund remaining will be used to create a "Post DL Net Settlement Fund," which will be used to pay all timely and valid Cash Fund Payment claims. California Class Members who submit Approved Claims for a Cash Fund Payment will receive a stepped up payment to account for their statutory claims. The value of Cash Fund Payment is unknown at this time, but will be calculated by subtracting from the Net Settlement Fund the amount paid for Approved Claims for Documented Loss Payments and after

those expenses are deducted, the Post DL Net Settlement Fund will be divided pro rata to Class Members with Approved Claims for Cash Fund Payment.

10. What is the total value of the Settlement?

The Settlement provides a $6,800,000.00 Settlement Fund and remedial actions to be taken by Rite Aid for the benefit of the Settlement Class. Any court-approved Fee Award and Costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any Notice and Administrative Expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits. Any costs associated with Rite Aid's remedial and enhanced security measures will be paid by Rite Aid separate from the Settlement Fund.

11. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other Action against the Released Parties about the legal issues in this Action that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

12. What are the Released Claims?

Section 4 of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.RiteAidDataSettlement.com For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 16 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

13. How do I make a claim for Settlement Benefits?

You must submit a timely and valid Claim Form for the Settlement Benefits described in Question 8. Your Claim Form must be submitted online at www.RiteAidDataSettlement.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **MONTH DD, 20YY**. If you are electing the Cash Fund Payment, you may also submit a claim by completing and returning a Claim Form. Claim Forms are available on the Settlement Website at www.RiteAidDataSettlement or by calling 1-XXX-XXX-XXXX or by writing to:

Rite Aid Data Breach Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

14. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Rite Aid Data Breach Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

15. When will I receive my Settlement Benefits?

If you file a timely and valid Claim Form, Settlement Benefits will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

The approval process may take time. Please be patient and check www.RiteAidDataSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, Kevin Laukaitis of Laukaitis Law LLC, Benjamin F. Johns of Shub Johns & Holbrook LLP, Thomas E. Loeser of Cotchett Pitre & McCarthy LLP, and Ashley Crooks of Hasufeld LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to 35% of the $6.8 million Settlement Fund and, separately, reimbursement of reasonably incurred litigation costs and expenses. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to $3,500 each for their efforts in achieving the Settlement. If awarded by the Court, the Fee Award and Costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the Fee Award and Costs and the Service Awards will be made available on the Settlement Website at www.RiteAidDataSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to individually sue or continue to sue Rite Aid and/or the Released Parties on your own about the legal claims in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or "opting out" of – the Settlement.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following: identify the case name "*Bianucci, et al. v. Rite Aid Corp.*, No. 2:24-cv-03356-HB"; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt-out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*Bianucci, et al. v. Rite Aid Corp*.'" Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Rite Aid Data Breach Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

You cannot opt-out (exclude yourself) electronically or by telephone or email.

Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

19. If I exclude myself, can I still get anything from the Settlement?

No. If you timely opt-out, you will not be entitled to receive Settlement Benefits, but you will not be bound by the Settlement or any judgment in this Action. You can only get Settlement Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

20. If I do not exclude myself, can I sue Rite Aid for the same thing later?

No. Unless you timely opt-out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt-out of this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can tell the Court you object to all or any part of the Settlement.

Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may file an objection. A Class Member must file in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within 60 days following the Notice Date.

All written objections and supporting papers must clearly

(a) identify the case name and number;

(b) state the Class Member's full name, current mailing address, and telephone number;

(c) contain a statement by the Class Member that he or she believes themself to be a member of the Settlement Class;

(d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach);

(e) identify the specific factual and legal grounds for the objection;

(f) identify whether the Objection is an objection to the Settlement in part or in whole;

(g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class;

(h) identify all counsel representing the Class Member, if any;

(i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past 5 years;

(j) include all documents or writings that the Class Member desires the Court to consider;

(k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and

(l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them to: 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 16-A, or by filing them in person at the Courthouse. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections by the Objection Deadline and in the manner set forth above and in the Settlement Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

To be timely, written notice of an objection including all the information above must be mailed to the Settlement Administrator, Class Counsel, and the Court by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk of Court 3810 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106	Andrew W. Ferich AHDOOT & WOLFSON, PC 201 King of Prussia Road Suite 650 Radnor, PA 19087 Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce Dr Leon	Rite Aid Data Breach Settlement Administrator c/o Kroll Settlement Administration LLC PO Box 225391 New York, NY 10150-5391

	Suite 205 #10518 San Juan, PR 00907 Benjamin F. Johns SHUB JOHNS & HOLBROOK LLP Four Tower Bridge 200 Barr Harbor Drive Suite 400 Conshohocken, PA 19428 Thomas E. Loeser COTCHETT PITRE & MCCARTHY LLP 999 N. Northlake Way Suite 215 Seattle, WA 98103 Ashley M. Crooks HAUSFELD LLP 33 Whitehall Street Fourteenth Floor New York, NY 10004	

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the Action.

22. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m.** before the Honorable Harvey Bartle III of the United States District Court for the Eastern District of Pennsylvania, 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-A.16

The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.RiteAidDataSettlement.com to confirm the date and time of the Final Approval Hearing has not changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for a Fee Award and Costs, and the Service Awards to the Class Representatives. If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the Final Approval Hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit an objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mail your written objection on time the Court will consider it.

25. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt-out) and you submit a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all the procedures for objecting to the Settlement listed in Question 21 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive Settlement Benefits, and you will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this Action that are released by the Settlement relating to the Data Breach.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For more details about the Settlement, please see the Settlement Agreement and other related documents available at www.RiteAidDataSettlement.com, by calling toll-free 1-XXX-XXX-XXXX, by contacting Class Counsel, or by visiting the office of the Clerk's Office, United States District Court for the Eastern District of Pennsylvania, 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may contact the Settlement Administrator at:

Rite Aid Data Breach Settlement Administrator
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

PLEASE DO NOT CONTACT THE COURT OR CHAMBERS TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MARGARET BIANUCCI, *et al.*, individually and on behalf of all others similarly situated, Plaintiffs, v. RITE AID CORP., Defendant.	Lead Case No. 2:24-cv-03356-HB CLASS ACTION

[PROPOSED] ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

The Court, having considered all matters submitted to it at the preliminary approval hearing and otherwise, and finding no just reason for delay in entry of this Preliminary Approval Order,[1] and good cause appearing therefore, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, attached to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") as Exhibit 1, is incorporated fully herein by reference.

[1] Unless otherwise indicated or defined separately herein, all capitalized terms share the same definitions as those terms are defined in the Settlement Agreement.

2. The Court has jurisdiction over the claims at issue in this lawsuit, Plaintiffs Margaret Bianucci, Kathryn Edwards, Erica Judka, and Faith Spiker, individually and on behalf of all others similarly situated, and Defendant Rite Aid Corporation.

3. This Order is based on Fed. R. Civ. P. 23.

4. The Court finds that the Parties' Settlement as set forth in Exhibit 1 to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members.

PROCEDURAL HISTORY

5. This case arises from a Data Breach discovered by Rite Aid on or about June 6, 2024. An unknown third party impersonated a company employee to compromise their business credentials and gain access to certain of Rite Aid's business systems (i.e., the Data Breach). Following the investigation of the Data Breach, Rite Aid determined that certain data associated with the purchase or attempted purchase of specific retail products was compromised or potentially compromised by the unknown third party during the Data Breach. This data included names, addresses, dates of birth, and driver's license numbers or other forms of government-issued ID of approximately 2.2 million individuals presented at the time of purchase at certain Rite Aid locations between June 6, 2017, and July 30, 2018.

6. Beginning in July 2024, five putative class actions were filed in this Court on behalf of persons whose information was compromised or potentially compromised as part of the Data Breach. The Plaintiffs in these cases allege, *inter alia*, that Rite Aid failed to take reasonable measures to safeguard the sensitive data entrusted to it. The Court entered an order on August 16,

2024 consolidating these cases under the first-filed case caption, *Bianucci, et al. v. Rite Aid Corp.*, Case No. 2:24-cv-03356-HB, and appointing Andrew W. Ferich of Ahdoot & Wolfson, PC, Benjamin F. Johns of Shub Johns & Holbrook LLP, Kevin Laukaitis of Laukaitis Law LLC, Thomas E. Loeser of Cotchett Pitre & McCarthy, and Ashley Crooks of Hausfeld LLP as interim co-lead counsel pursuant to Fed. R. Civ. P. 23(g). *See* ECF No. 11.

7. Plaintiffs filed the operative Consolidated Complaint on September 16, 2024. ECF No. 21. The Consolidated Complaint asserts claims for negligence, negligence per se, breach of fiduciary duty, breach of implied contract, unjust enrichment, and violations of consumer protection laws, and seeks declaratory and injunctive relief. *Id.* Rite Aid filed its motion to dismiss on October 16, 2024, seeking to dismiss the case in its entirety under Fed. R. Civ. P. 12(b)(1) and 12(b)(6) (the "Motion"). ECF No. 27. Plaintiffs filed an opposition to Rite Aid's Motion on November 6, 2024. ECF No. 29. On November 20, 2024, Rite Aid filed its reply in support of its Motion. ECF No. 33.

8. Concurrent with their briefing on Defendant's Motion, the parties set a mediation date for January 22, 2025. In advance of the mediation date, the parties exchanged considerable mediation discovery and multiple mediation-related briefs. At mediation the parties were able to reach an agreement in principle through a mediator's proposal. The final Settlement Agreement was negotiated thereafter and executed by all parties.

SETTLEMENT BENEFITS

9. The Settlement negotiated on behalf of the Class provides for a $6,800,000 non-reversionary Settlement Fund that will be used to pay for Administrative Expenses, taxes, and any Class Representative Service Awards and Fee Award and Costs. The remaining amount in the net settlement fund (the "Net Settlement Fund") will be used to pay for Approved Claims submitted

by Class Members for Settlement Benefits. Class Members may submit a Claim Form for only one of the following Settlement Benefits:

a. Documented Losses Payment: Settlement Class Members may submit a Claim Form for a Documented Losses Payment seeking up to $10,000 per person for the reimbursement of documented losses supported by Reasonable Documentation. Documented Losses must be supported sufficiently to show that the claimed loss is more likely than not a result of the Data Breach. The Settlement Administrator will review these claims for compliance with the requirements of the Settlement Agreement. Any claim for a Documented Loss Payment that is rejected, if not timely cured, will be considered as a claim for a Cash Fund Payment by the Settlement Administrator.

b. Cash Fund Payment: Settlement Class Members may instead elect to receive a *pro rata* flat cash payment ("Cash Fund Payment"). The actual amount a Settlement Class Member will receive for this option will vary depending on the number of Approved Claims submitted. Settlement Class Members who submit a Claim for a Cash Fund Payment are not entitled to also select the Documented Loss Payment.

10. In addition to the monetary Settlement Benefits, Rite Aid will implement certain data security measures and enhancements as set forth in the Settlement Agreement.

11. The Settlement Fund shall be used to make payments for the following: (i) Notice and Administrative Expenses; (ii) attorneys' fees and litigation costs and expenses (i.e., any Fee Award and Costs; (iii) Approved Claims for Documented Losses Payments, up to $10,000 per Claim; (iv) Approved Claims for Cash Fund Payments, to be paid on a *pro rata* basis; (v) any Class Representative Service Awards awarded by the Court; and (vi) taxes.

12. Importantly, the Settlement Fund is non-reversionary. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of Settlement Payments, a subsequent Settlement Payment will be evenly made to all Settlement Class Members with Approved Claims for Cash Fund Payments who cashed or deposited the initial payment they received, assuming such payment is over $3.00. The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment in a distribution is less than $3.00. Should any amount remain in the Net Settlement Fund thereafter, 100% of the amount remaining in the Net Settlement Fund following the check negotiation period and after all efforts to re-send returned Settlement payments have concluded, shall be given to the Pennsylvania Interest on Lawyers Trust Account Board (PA IOLTA), pursuant to Pa. R. Civ. P. 1716.

CLASS CERTIFICATION

13. For purposes of settlement only, the Court provisionally certifies the class, defined as follows:

> All residents of the United States whose Personal Information was compromised or potentially compromised in the Rite Aid Data Breach, including all persons who received notice of the Data Breach. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Rite Aid, its subsidiaries, parent companies, successors, predecessors, and any entity in which Rite Aid or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

14. The Court provisionally finds, pursuant to Fed. R. Civ. P. 23(a) and (b), for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representatives' claims are typical of the claims of the Settlement Class; (d)

the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) the Court finds that the questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

CLASS COUNSEL AND THE CLASS REPRESENTATIVES

15. Plaintiffs Margaret Bianucci, Kathryn Edwards, Erica Judka, and Faith Spiker are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.

16. The Court finds that Andrew W. Ferich of Ahdoot & Wolfson, PC, Benjamin F. Johns of Shub Johns & Holbrook LLP, Thomas E. Loeser of Cotchett Pitre & McCarthy LLP, Kevin Laukaitis of Laukaitis Law LLC, and Ashley Crooks of Hausfeld LLP are experienced and adequate counsel, and are provisionally designated as Class Counsel.

NOTICE TO SETTLEMENT CLASS

17. No later than 35 days after the entry of the Preliminary Approval Order (i.e., the Notice Date), or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Notice to the Settlement Class as follows:

a. For any Settlement Class Member for whom a physical address is reasonably available, the Settlement Administrator will send the Summary Notice (in postcard form) by U.S. mail, postage prepaid;

b. For every Notice sent via U.S. Mail, the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address ("NCOA") database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Rite Aid;

c. For any Notice that has been returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;

d. At the direction and discretion of the Parties, the Settlement Administrator shall perform reasonable address traces for those postcard Summary Notices that are returned as undeliverable. If the Parties elect remailing, then no later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of postcard Summary Notice to those Settlement Class members whose new addresses were identified as of that time through address traces. The Parties have the discretion to elect alternative means of class member notice in lieu of re-mailing postcard notices.

e. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed.

18. Prior to any dissemination of the Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet no later than 14 days after the entry of the Preliminary Approval Order. The Settlement Administrator shall create, maintain, and periodically update the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms

electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, the Settlement Agreement, the Preliminary Approval Order entered by the Court, and the operative Complaint, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

19. The Long Form Notice, Summary Notice (postcard), and Claim Form, attached as Exhibits D, F, and A, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy federal statutory requirements and due process. The Court further finds that the form, content, and method of providing the Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members.

20. The Notice Plan set forth in the Settlement Agreement provides the best notice practicable under the circumstances, and is hereby approved.

21. The Settlement Administrator is directed to carry out Notice and the Notice Plan, as set forth in the Settlement Agreement.

OPT-OUT AND OBJECTIONS

22. Class Members may submit a request to opt-out or object to the Settlement within 60 days after the Notice Date. Any Settlement Class Member may submit a request to opt-out of

the Settlement at any time during the Opt-Out Period by adhering to the requirements of Section 6.8 of the Settlement Agreement. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a valid claim.

23. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. Any Class Member who timely requests exclusion shall not: (i) be bound by any Final Approval Order or the Judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

24. Any Class Member who wishes to object shall submit a timely written notice of his or her objection within the Objection Period, which is within 60 days after the Notice Date. For an objection to be considered by the Court, the objection must comply with all requirements set forth in Section 6.9 of the Settlement Agreement. All objections must be filed or postmarked on or before the Objection deadline.

25. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in Paragraph 24 shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

26. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to the applicable appellate rules and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

27. The Class Representatives, Class Counsel, and Rite Aid have created a process for assessing the validity of claims and a payment methodology to Class Members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement Benefits to the Settlement Class and the plan for distributing the Settlement Benefits as described in Section 3 of the Settlement Agreement.

28. The Court appoints Kroll Settlement Administration, LLC as Settlement Administrator.

29. The Court directs that the Settlement Administrator effectuate Notice and the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

30. Settlement Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

31. If the Final Approval Order and Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained therein, and the Final Approval Order and Judgment.

32. The Settlement Fund shall be used by the Settlement Administrator to pay for: (1) Settlement Benefits to those Class Members who submit an Approved Claim; (2) any Service Awards awarded to the Class Representatives; (3) any attorneys' fees and costs and expenses

awarded to Class Counsel; (4) all Notice and Administrative Expenses; and (5) applicable taxes, pursuant to the terms and conditions of the Settlement Agreement.

FINAL APPROVAL HEARING

33. A Final Approval Hearing shall be held [no earlier than 135 days after entry of this Order] on _____, 2025 at US District Court for the Eastern District of Pennsylvania, Courtroom 16A, 601 Market Street, Philadelphia, Pennsylvania 19106, to be noticed on the Settlement Website.

34. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

35. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to grant the motion for a Fee Award and Costs, and Service Awards. Such proposed Final Approval Order shall, among other things: (a) Determine that the Settlement is fair, adequate, and reasonable; (b) Finally certify the Settlement Class for settlement purposes only; (c) Determine that the Notice Plan satisfies Due Process requirements; (d) Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions; (e) Release Defendant and the Released Parties from the Released Claims; and (f) Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

36. Class Counsel shall file a motion for attorneys' fees, litigation costs and expenses, and Class Representatives' requests for Service Awards no later than 14 days prior to the deadline for objections.

37. Class Counsel shall file a motion for final approval of the Settlement no later than 14 days after the objection deadline.

TERMINATION

38. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the Settlement is not finally approved by the Court or is terminated in accordance with Section 10 of the Settlement Agreement.

39. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

40. In the event the Settlement Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Administrative Expenses paid by or on behalf of Defendant. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the

Settlement Administrator shall promptly return the balance of the Settlement Fund to Defendant following termination.

41. In the event of a termination, the Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

42. In the event the Settlement is terminated in accordance with the provisions of the Agreement, any discussions, offers, or negotiations associated with the Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if the Agreement had not been negotiated, made, or filed with the Court.

43. This order shall have no continuing force or effect if Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against Rite Aid of any fault, wrongdoing, breach, liability, or the certifiability of any class.

SUMMARY OF DEADLINES

44. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to:

Defendant shall prepare and provide the Class List to the Settlement Administrator	14 days after the Court enters the Preliminary Approval Order
Deadline to mail Notices (the "Notice Date")	No later than 35 days after the Court enters the Preliminary Approval Order
Deadline to File Motion for Fee Award and Costs, and Service Awards	At least 14 days prior to the Objection Deadline

Deadline to File Requests for Exclusion and Objections to Settlement	60 days after the Notice Date
Deadline to file Motion for Final Approval of Settlement	Within 14 days after the Objection Deadline
Deadline to File Claim Form	90 days after the Notice Date
Final Approval Hearing date	TBD [no earlier than 135 days after entry of this Order]

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: _____, 2025

_____
HONORABLE HARVEY BARTLE III
UNITED STATES DISTRICT JUDGE

EXHIBIT D

Court Approved Legal Notice

Bianucci. v. Rite Aid Corporation, No. 2:24-cv-03356 (E.D. Pa.)

A Federal District Court has authorized this Notice.

This is not a solicitation from a lawyer.

www.RiteAidDataSettlement.com
1-XXX-XXX-XXXX

More Information: Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at www.RiteAidDataSettlement.com or by calling toll free 1-XXX-XXX-XXXX.

Rite Aid Data Breach Settlement
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

«ScanString»
Postal Service: Please do not mark barcode

Unique Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

A proposed $6.8 million Settlement arising out of a Data Breach has been reached with Rite Aid Corporation ("Rite Aid"). On or about June 6, 2024, Rite Aid learned that an unauthorized third party potentially gained access to Settlement Class Members' Personal Information (the "Data Breach"). Personal Information includes names, addresses, dates of birth, and driver's license numbers or other forms of government-issued ID.

Who is Included? Class Members include all residents of the United States whose Personal Information was compromised or potentially compromised in the Rite Aid Data Breach.

What does the Settlement Provide? The Settlement establishes a $6.8 million Settlement Fund to be used to pay Approved Claims for (1) Documented Loss Payments; (2) pro rata Cash Fund Payments; (3) costs of Notice and Administration; (4) Service Awards to the Class Representatives; and (5) Fee Award and Costs. Also, Rite Aid has agreed to undertake certain security commitments and business changes intended to strengthen Rite Aid's data and information security. Claimants may select **one** of the following forms of Settlement relief:

- **Documented Loss Payment** – reimbursement for certain documented losses, i.e., money spent or fees incurred that are more likely than not related to the Rite Aid (up to $10,000.00); **OR**
- **Alternative Cash Payment –** a cash payment, in an amount to be determined consistent with the Settlement. The Cash Fund Payment may be increased or reduced pro rata depending on the number of Class Members that participate in the Settlement.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **DATE**, including required documentation. You can file your claim online at **www.RiteAidDataSettlement.com**. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number, and submit by mail.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. If you do not exclude yourself, you will release any claims you may have against Rite Aid or the Released Parties (as defined in the Settlement Agreement) related to the Rite Aid Data Breach, as more fully described in the Settlement Agreement, available on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by **DATE**.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m.** before the Honorable Harvey Bartle III of the United States District Court for the Eastern District of Pennsylvania, 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 16-A to consider: whether to approve the Settlement, Service Awards, Fee Award and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required

to do so. The hearing may be held remotely, so please check the Settlement Website at **www.RiteAidDataSettlement.com** for those details.