

Stipulation and Settlement Agreement of Class Action

1. PREAMBLE

1.1 This Stipulation and Settlement Agreement of Class Action (“Settlement Agreement” or “Agreement”) is made by Plaintiff Taylor Lemons (“Plaintiff”) and Defendants Walgreen Pharmacy Services Midwest, LLC, Walgreen Pharmacy Services Eastern, LLC, And Walgreen Pharmacy Services Western, LLC (“Walgreens”) in the case pending in the U.S. District Court for the District of Oregon Portland Division, case no. 3:21-cv-00511-MO and subject to the Court’s approval.

2. DEFINITIONS

2.1 “Action” means the lawsuit entitled TAYLOR LEMONS, individually and on behalf of all similarly situated individuals, v. WALGREEN PHARMACY SERVICES MIDWEST, LLC, WALGREEN PHARMACY SERVICES EASTERN, LLC, and WALGREEN PHARMACY SERVICES WESTERN, LLC, currently pending in the U.S. District Court of Oregon, Portland Division, case no. 3:21-cv-00511-MO.

2.2 “Class Counsel” means Carl Post and John Burgess, attorneys at the Law Offices of Daniel Snyder.

2.3 “Class Members” means all employees of Walgreens who were terminated between April 6, 2018, through April 6, 2021, who did not abandon or walk off their job, and who received their final paycheck six or more days after their termination date. The Class Members are those identified in Exhibit B, which shall be filed under seal.

2.4 “Class Period” means April 6, 2018, through and including April 6, 2021.

2.5 “Class Representative” means Plaintiff Taylor Lemons.

2.6 “Court” or “District Court” means the U.S. District Court for the District of Oregon, Portland Division.

2.7 “Defendants’ Counsel” or “Defense Counsel” means Karen O’Connor and Ryan Kunkel of

Stoel Rives LLP.

2.8 “Effective Date” shall be the later of (a) the Court’s final approval of the Settlement Agreement, if no objections have been filed, (b) the time of appeal has expired if an objection has been filed, (c) or the final resolution of any appeal that has been filed.

2.9 “Final Judgment” refers to the Order and Final Judgment Approving Settlement.

2.10 “Final Settlement Approval Hearing” is the date that the Court will conduct a hearing in which to hear any objections to the Settlement and the Parties’ request to finally approve the Settlement and enter the Final Judgment.

2.11 “Maximum Settlement Liability Amount” and “Settlement Amount” shall be interchangeable terms and mean that Defendant shall pay no more than \$2,500,000 under this Agreement. This sum shall include, without limitation, all payments to the Settlement Class Members, settlement administration expenses, Class Counsel’s attorneys’ fees and costs, and the service awards for Plaintiff. Defendant shall pay a total of no more than the Maximum Settlement Liability Amount.

2.12 “Notice” means a document substantially in the form of the Notice of Class Action Settlement attached as Exhibit A.

2.13 “Releasees” means Defendant and all of Defendant’s present and former owners, parents, subsidiaries, affiliates, and joint ventures, and all of its and their owners, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

2.14 “Response Deadline” means sixty (60) calendar days after the date on which the Notice is initially mailed to Class Members.

2.15 “Settlement” means the compromise and settlement of the Action as contemplated by this Agreement and all attached exhibits.

2.16 “Settlement Administrator” means a neutral third party to administer the Settlement and retained for this purpose by both Parties. The Parties have selected Epiq Class Action & Claims

Solutions, Inc. to serve as the Settlement Administrator, subject to the Court's approval.

2.17 "Settlement Award" means the gross amount each Settlement Class Member is eligible to receive under this Agreement.

2.18 "Settlement Class Members" are Class Members who do not properly opt out of the Settlement Agreement.

3. RECITALS

3.1 **Procedural Posture.** Plaintiff Lemons filed a complaint in the U.S. District Court for the District of Oregon commencing the Action on April 6, 2021 alleging that Walgreens failed to timely pay its employees upon termination as required by ORS 652.140 and that such employees are entitled to a penalty pursuant to ORS 652.150.

3.2 **Investigation in the Action; Assistance of Mediator.** The Parties and their Counsel have investigated the facts and law during the prosecution of this Action. Such discovery and investigations have included the exchange of information pursuant to formal and informal discovery, conferences between representatives of the Parties, and interviews of potential witnesses. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding the alleged claims and potential defenses thereto, and the damages claimed by Plaintiff and Class Members. Following arms' length negotiations conducted with the assistance of a mediator, the Hon. Henry J. Kantor, the Parties were able to reach this Settlement.

3.3 **Full Investigation and Benefits of Settlement to Class Members.** Plaintiff contends and continues to contend that the Class Claims have merit and give rise to liability. However, Plaintiff recognizes the expense and length of continued litigation against Walgreens through trial and any possible appeals. Plaintiff has taken into account the uncertainty and risk of the outcome of further litigation against Walgreens and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the burdens of proof necessary to establish liability for the Claims asserted in the Action, and Walgreens' defenses thereto. Plaintiff has also taken into account the extensive settlement negotiations

conducted with Walgreens. Based on the foregoing, Plaintiff has determined that the Settlement is fair, adequate and reasonable, and is in the best interests of all Class Members. Neither this Agreement, any documents referred to herein, nor any action taken to carry out this Agreement is, or may be construed as or may be used as an admission by or against the Plaintiff or Class Counsel as to the merits or lack thereof of the Claims.

3.4 Walgreens Denial of Claims and Reasons for Settlement. Walgreens has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action, including that Plaintiff or the Class Members suffered any damages. By settling this matter, Walgreens does not admit liability of any kind. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, may be construed as, or may be used as an admission, concession or indication by or against Walgreens of any fault, wrongdoing or liability whatsoever.

4. SETTLEMENT TERMS

4.1 IT IS STIPULATED, and subject to the approval of the Court, the Parties agree and stipulate that the Action is hereby being compromised and settled pursuant to the terms in this Agreement and that subject to the Recitals above and by this reference become an integral part of this Agreement.

4.2 Released Claims.

4.2.1 Class Members' Release of Claims. Class Members who do not opt-out and timely accept and negotiate their settlement checks shall release Walgreens and its owners, officers, employees, agents and all Releasees from any and all wage and hour claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the Action, including those under any Oregon statute or regulation concerning unpaid overtime, claims for missed meal or rest breaks, claims for liquidated damages, claims for

unlawful deductions from wages, claims for conversion of wages, claims for record-keeping violations, late payment and overtime penalties, including claims under ORS Chapters 652 and 653 and OAR Chapter 839 Division 1 and Division 20, as well as any other Oregon wage and hour statute or regulation, through the date the lawsuit was filed and the class period ends, which is April 6, 2021.

4.2.2 Protected Rights. The Release of Claims does not apply to any claims that Plaintiff or Settlement Class Members may have for workers' compensation benefits, unemployment benefits, vested retirement benefits, or any other similar non-waivable rights.

4.3 Maximum Settlement Liability Amount. Walgreens shall pay a Maximum Settlement Liability Amount of \$2,500,000 to resolve the Action, which amount shall include all Settlement Awards, Settlement Administrator costs, Class Representative Service Awards, and Attorney Fees and Costs Award to Class Counsel.

4.3.1 Settlement awards. Each Settlement Class Member will receive a Settlement Award. In order to receive a Settlement Award, Class Members do not need to submit a claim form. All Class Members who do not opt-out will automatically receive a payment. All Settlement Awards are for statutory penalties pursuant to ORS 652.150 and therefore will be allocated as non-wages. The total potential "Settlement Awards" shall be the Maximum Settlement Liability Amount less \$100,000 in potential Settlement Administrator costs, a \$7,500 Class Representative Service Award, and Attorney Fees and Cost Award to Class Counsel of up to one-third the Maximum Settlement Liability Amount.

4.3.2 Distribution of Settlement Awards. The Settlement Awards shall be distributed on a pro-rata basis to each class member, according to each class member's proportionate share of the total potential penalty (plus 9% statutory interest) allegedly owed to the class, as calculated in Exhibit B to this Agreement, which shall be filed under seal. The Settlement Awards shall be issued by mail to each class members' last known address, according to Walgreens' records or

an any updated address after a search by the Settlement Administrator, and will expire 120 days after they are issued (“Check Cashing Deadline”). The method of calculating distributions to Class Members is subject to Court approval and a different method will not give rise to a basis to abrogate the Agreement.

4.3.3 Confidentiality of Settlement Award allocation amounts. The parties agree that the Settlement Award amounts allocated on a pro rata basis to class members described in the prior paragraph are confidential and shall not be specified in any public court filing or otherwise publicized by any party or the Settlement Administrator in any way. To the extent those amounts must be identified in a court document, the parties agree the portions referencing the amounts shall be filed under seal.

4.3.4 Class Representative Service Award. Subject to Court approval, a Class Representative Service Award shall be paid to Plaintiff Taylor Lemons in the amount of \$7,500. The Service Award is subject to Court approval and an award of less than the requested amount will not give rise to a basis to abrogate the Agreement. Any amount not awarded will be redistributed as Unclaimed Settlement Awards.

4.3.5 Attorney Fees and Cost Award. Class Counsel shall seek an award of not more than one-third of the Maximum Settlement Liability Amount, and reimbursement of costs (collectively “Attorney Fees and Cost Award”), subject to Court approval.

4.3.5.1 The Parties agree that an award of less than the amounts requested as the Attorney Fees and Costs Award would not give rise to a basis to abrogate the Settlement Agreement. Class Counsel shall not petition for, or accept, any additional payments for fees, costs or interest, except as provided in this Section. The Attorney Fee and Cost Award is separate and distinct from the cost of the Settlement Administrator. If the Court awards any amount less than one-third of the Maximum Settlement Liability Amount, then any amount not awarded will be added to the amount of available Settlement Awards.

4.3.6 Settlement Administration Costs. The costs of settlement administration shall be no more than \$100,000. Any portion of the \$100,000 allocated for Settlement Administration Costs that is not used shall revert to Walgreens.

4.3.7 Returned Settlement Checks. In the event that any settlement award check is returned as undeliverable, Settlement Administrator shall promptly re-mail the returned item to the corrected address of the intended recipient as determined by postal forwarding address or through a search of a national database, if any. If a corrected address cannot be obtained for the intended recipient, or in the case of two returns attributable to any Class Member, the disbursement due to that Class Member will be deemed to be Unclaimed Settlement Awards.

4.3.8 Unclaimed Settlement Awards. The Settlement Awards shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance.

Following the expiration of the 120 calendar days, the Unclaimed Settlement Awards will be redistributed as follows: half (50%) to a charity of Walgreens' choosing, and half (50%) to one or more of the following organizations to be chosen by Class Counsel: Campaign for Equal Justice, Legal Aid Services of Oregon, or the Oregon Law Center.

4.3.8.1 No later than twenty-eight (28) calendar days after the date the Settlement Awards are no longer valid pursuant to prior paragraph, the Settlement Administrator shall:

4.3.8.2 Distribute the Unclaimed Settlement Awards; and

4.3.8.3 Provide Class Counsel and Defendant's Counsel a list containing the names of the Settlement Class Members who have and have not negotiated, executed or deposited their Settlement Award. Such information shall be provided pursuant to the Stipulated Protective Order, and disclosure is subject to the no-retaliation provision *infra*.

4.3.9 Timing of Payments. The Settlement administrator shall:

4.3.9.1 Within twenty (20) calendar days after the Effective Date, pay the Settlement Awards to Settlement Class Members, the Attorney Fee and Cost Award to Class Counsel,

and the Class Representative Service Award to Plaintiff.

4.3.9.2 Be entitled to funds from the Settlement Amount for the cost of settlement administration within ten (10) calendar days after submitting detailed invoices to the Parties' Counsel, provided Counsel has no objections or questions to the amount requested.

4.3.10 Taxes.

4.3.10.1 The Settlement Award to each Settlement Class Member shall be allocated to non-wages.

4.3.10.2 Each person or entity receiving any payment under this Agreement shall be responsible for reporting and filing any tax returns as required by law as a result of any payment received pursuant to this Agreement. Each person or entity receiving any portion of the Settlement Amount shall be solely responsible for the payment of any and all taxes or other liabilities owed by them for any amounts received.

4.3.10.3 The Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") for the purposes of administering this Settlement.

4.3.11 Effect of Settlement Payments. The Parties expressly agree that any amounts paid as required by this Agreement shall not have any effect on the eligibility for — or calculation of — any employee benefit provided by Defendant, including but not limited to: vacation, holiday, retirement, cafeteria, dependent care, and Oregon's sick time. The Parties agree that any payment pursuant to this Agreement does not represent any modification of any employee's previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy. These payments also will not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan or other program or policy, except as otherwise required by law.

4.3.12 No Claims Based On Payments. No person shall have any claim against Walgreens, the Releasees, Defendant's Counsel, Plaintiff, the Class, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

4.3.13 Funding Settlement. Defendant shall provide the Maximum Settlement Amount to the Settlement Administrator no later than thirty (30) calendar days after the Court issues an order granting preliminary approval of the Settlement. If the Court denies final approval of the Settlement or if as a result of the final resolution of any appeal of the Settlement is not approved, within fourteen (14) calendar days of such date the Settlement Administrator shall return the Maximum Settlement Award to Defendant, unless the Parties are working towards final approval by the Court and agree that the Settlement Administrator shall retain the Maximum Settlement Amount in the interim period before the Parties file a renewed motion for final approval.

4.4 Settlement Administrator. The Parties agree that Settlement Services, Inc. shall act as the Settlement Administrator. The Parties agree to cooperate in the Settlement administration process and to make all reasonable and good faith efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator shall be responsible for:

4.4.1 Designating a primary contact person who shall be responsible for complying with this Agreement and Court's orders;

4.4.2 All administrative duties, including, but not limited to: preparing, printing, mailing, and emailing, the Notice to the Class Members, keeping track of requests for exclusion, performing an initial National Change of Address (NCOA) search upon receipt of the Class Member mailing addresses, mailing and performing at least one skip trace on Class Settlement Notices returned as undeliverable;

4.4.3 Tendering Settlement Awards to Settlement Class Members, the service award to Plaintiff, and the Attorney Fee and Cost Award to Class Counsel, based on the terms of this

Agreement;

4.4.4 Promptly responding to Class Members' questions, comments, or inquiries;

4.4.5 Providing both Parties' Counsel with weekly reports detailing the number of returned envelopes and re-mailings, the number of Request for Exclusions, objections received, and such other information that is reasonably related to administration of the Settlement;

4.4.6 Obtaining tax identification number(s) for Defendant applicable to the Settlement, to the extent required;

4.4.7 Mailing the Settlement Awards to each Settlement Class Member;

4.4.8 Report payment to the Settlement Class Members of the Settlement Awards to all required taxing and other authorities, and issue appropriate tax forms (e.g., Internal Revenue Service Form 1099) to Settlement Class Members, Plaintiff, Defendants and Class Counsel.

4.4.9 Distributing any Unclaimed Settlement Awards.

4.4.10 The Settlement Administrator shall keep Defendant's Counsel and Class Counsel equally apprised of the status of the Settlement Administration until completion of the settlement. Any decisions regarding the administration that are not addressed in this Agreement shall be submitted to the Parties' Counsel jointly.

4.4.11 Establishing a valid QSF and completing and submitting all required payments filings, reports or other documents for same with the relevant taxing authorities.

4.4.12 Establishing a dedicated website and a toll-free class action hotline. The website will include the information shown on the class notice, answers to frequently asked questions, important publicly available case documents (including the operative complaint, answer and affirmative defenses, the Court's order granting class certification, the settlement agreement, all motions for approval of the settlement, attorney fee awards, incentive award, the motion for final approval of settlement after it is filed, and any Court orders or other documents filed with the Court concerning the settlement), and contact information for class counsel. The

administrator may add other important documents to the website to facilitate communication with class members. The toll- free hotline will include a recorded set of answers to frequently asked questions, with an option to dial directly to the offices of Class Counsel.

4.4.13 Other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

4.5 Preliminary Approval Motion and Motion for Class Certification. Plaintiff shall file a motion with the Court seeking preliminary approval of the Settlement. Class Counsel shall provide to Defendants' Counsel a copy of the preliminary approval motion and motion for class certification and supporting documents for review and approval at least fourteen (14) calendar days prior to filing.

4.6 Class List. Within five (5) calendar days after entry of the order granting preliminary approval of the settlement, Defendant shall provide Class Counsel and the Settlement Administrator with a list of class members ("Class List") in Excel format.

4.6.1 The Class List shall include the following information: the full names, last known addresses, last known telephone numbers, available personal email addresses, date of birth, and Social Security Numbers of each Class Member. The Social Security Numbers will be redacted when provided to Class Counsel.

4.6.2 The Class List will be considered confidential and is to be used for purposes of the Settlement only.

4.7 Class Action Fairness Act. As required by the Class Action Fairness Act ("CAFA"), Walgreens shall provide notice to the U.S. Attorney General, and the department of labor (or other appropriate contact) for each of the States and/or territories where any of the Class Members are known to reside as of the date the Agreement is filed with the Court and submitted for its approval. The form of CAFA notice agreed to by the Parties is attached hereto as Exhibit C. Such CAFA notice shall be made by Defendant within ten (10) calendar days after the filing of the motion for preliminary approval by Class Counsel. The Final Settlement Approval Hearing will not be set until at least ninety

(90) calendar days after the CAFA notice has been mailed to the federal and state officials as noted above.

4.8 Notice of Class Action Settlement. The Parties agree that the Notice shall be in the format provided in Exhibit A, which was jointly drafted or agreed to by the parties.

4.8.1 Delivery Method. Within twenty-eight (28) calendar days after preliminary approval is granted, the Settlement Administrator shall mail a copy of the Notice to each Class Member. The Settlement Administrator shall mail the Notice to the address provided by Defendant (unless an updated address is provided by Class Counsel) and any different mailing address from the U.S. Postal Service after performing an initial National Change of Address (“NCOA”) search. The Settlement Administrator shall also email the Notice to the personal email address of each Class Member for whom Defendant provides a personal email address.

4.8.2 Returned Undeliverable Mail. Any Notice returned as undeliverable shall be re-mailed to the forwarding address affixed thereto, if a Notice has not already been sent to that address. If no forwarding address is provided, then the Settlement Administrator shall promptly perform a skip trace on the Notices returned as undeliverable and remail the notice to any new address that is located.

4.8.3 Any Notices returned within five (5) calendar days before the Response Deadline shall not be re-mailed.

4.8.4 Any Class Member whose Notice is returned undeliverable with no forwarding address, after compliance with the Settlement Administrator’s search and mailing requirements as provided herein, will be excluded from the Settlement Class, will not be bound by the Settlement, and will not receive any Settlement Award.

4.8.5 The Settlement Administrator’s records as to who opts out of the Class by submitting a valid request for exclusion, shall be final and binding subject to approval by the Court.

4.9 Objections to or Exclusions from the Settlement. Class Members who wish to request exclusion from or file an objection to the Settlement must do so as set forth below.

4.9.1 Objections to Settlement. The Notice shall provide that Class Members who wish to object to the Settlement must file with the Court, in the case record, and serve on the Settlement Administrator a written statement objecting to the Settlement by the Response Deadline.

4.9.1.1 The objection must include the Class Member's full name, their name(s) while employed by Defendant, their address and telephone number, and the specific basis of the objection to the Settlement, along with any and all documents that support the objection.

4.9.1.2 Objecting Class Members wishing to appear at the Final Settlement Approval hearing must file and serve their intention to appear with their written formal objection.

4.9.1.3 Any Class Member who chooses to object to the Settlement Agreement may not opt out of the Settlement.

4.9.2 Requests for Exclusion. The Notice shall provide that Class Members who do not wish to be bound by the Settlement may exclude themselves from the Class by mailing a Request for Exclusion on or before the Response Deadline. Alternatively, that Class Member may complete an Exclusion Request Form available at the website established by the Settlement Administrator on or before the Response Deadline.

4.9.2.1 The Request for Exclusion must be a legible and written statement expressing the desire to be excluded and must include identifying information such as the case name, the Class Member's full name and name(s) while employed by Defendant, their address and telephone number, and their intent to be excluded from the settlement.

4.9.2.2 The postmarked date on the envelope, email message, or date and time stamp from the website that contains the request for exclusion shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

4.9.2.3 Any Class Member who requests to be excluded from the Class will not be entitled to a Settlement Award, and will not be bound by the Release of Claims.

4.9.2.4 Any requests for exclusion received directly by either Party's Counsel shall be immediately forwarded to the Settlement Administrator along with the envelope, or email, in or through which the request was sent.

4.9.2.5 Class Members who fail to submit a valid and timely request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement.

4.10 Final List of Class Members and Objections. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide the Parties' Counsel with a complete list of all Class Members who have timely requested exclusion and copies of all objections.

4.11 Final Settlement Approval Hearing and Entry of Final Judgment. In accordance with the deadlines set by the Court in the order preliminarily approving the Settlement, Class Counsel shall request that the Court grant final approval of the Settlement and the entry of Final Judgment. Class Counsel shall provide to Defendant's Counsel a copy of the motion requesting final approval and supporting documents with seven (7) calendar days to review any such materials prior to filing.

4.11.1 Within ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide a signed declaration detailing the notice procedures, the number of requests for exclusion, and providing as an attachment a copy of the Notice. The Settlement Administrator shall include other such information as requested by the Parties.

4.11.2 The Parties shall present a Final Judgment for approval and entry. After entry of the Final Judgment, the Court shall have continuing jurisdiction for purposes of addressing: (i) settlement administration matters, and (ii) such post-Final Judgment matters as may be appropriate or as set forth in this Agreement.

4.12 Privacy of Class Member Information. The Settlement Administrator shall take appropriate steps to secure the privacy of Class Member's personal information consistent with Oregon and federal

law.

4.13 No Solicitation of Objections or Requests for Exclusion. The Parties agree to use their best efforts to carry out the terms of this Settlement. The Parties shall do nothing to solicit Class Members to Request Exclusion to the Settlement. At no time shall any of the Parties or their Counsel seek to solicit or otherwise encourage Class Members to submit objections to the Settlement or appeal from the Final Judgment. Both Parties agree to use their best good faith efforts to carry out the terms and conditions of this Agreement.

4.14 Waiver of Right to be Excluded, Object, and/or Appeal. Plaintiff agrees to not request exclusion from the Settlement. The Parties agree and are bound by the terms herein. The Parties further agree not to object or appeal from an order of Preliminary Approval, order granting final approval, and/or the Final Judgment. Any such request for exclusion or objection to the Settlement by either Party shall be void and of no force or effect.

4.15 Stay on New Actions. The Parties are not aware of any other actions proposed or pending against Defendant by Class Members for unpaid wages. However, the Parties will request that the Court, in its preliminary approval of the Settlement Agreement, enjoin Class Members from initiating or prosecuting any proceeding on any claim to be released under the Settlement Agreement.

4.16 Anti-Retaliation. Defendant shall not intimidate, discriminate or retaliate against any Class Member because of the Class Member's participation in this litigation, including, but not limited to refusing to opt out of the class, participation in the recovery provided herein, or advocating with other workers that they do so.

4.17 Entire Agreement and Exhibits. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties. Each Party has had opportunity to consult with their legal counsel before signing this Agreement. This Agreement includes the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. This Agreement may

be amended or modified only by a written instrument signed by Counsel for all Parties, or as ordered by the Court.

4.18 Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and a facsimile signature and a PDF scanned signed copy may be accepted as an original for purposes of executing this agreement.

4.19 Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

4.20 Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their Counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

4.21 Choice of Law. This Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of Oregon.

4.22 Invalidity of Any Provision. Except as provided in this Agreement invalidation of any material portion of this Settlement shall invalidate this Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

4.23 Failure to Approve. Except as otherwise provided in this Agreement, if the Court does not approve either preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects a material change, then the Settlement Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration, if any, shall be split equally between the Parties.

4.24 No Undue Publicity. Neither Plaintiff nor Class Counsel shall cause to be publicized or

initiate, directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter or any other social media. In response to any media inquiry, Plaintiff and Class Counsel may respond that the matter has been resolved based on the terms in the Settlement Agreement as filed with the Court and believe it is a fair and reasonable resolution. Notwithstanding this provision, Class Counsel may also provide on their website the following description of the case: “Obtained class certification concerning alleged Oregon wage and hour violations in Lemons v. Walgreen Pharm. Servs. Midwest, Case No. 3:21-CV-00511 (D. Or.), which resolved pursuant to the Settlement Agreement as filed with the Court.” Notwithstanding this provision, this provision does not apply to any publications ordered by the Court.

Dated: June 13, 2025.



Taylor Lemons

Dated: June 23, 2025.

WALGREENS

By: Kim Metrick

[TITLE]