

**SETTLEMENT AGREEMENT AND
FULL RELEASE OF ALL CLAIMS**

I. Overview

This Settlement Agreement is made and entered into this 8th day of April 2024 between Walgreens (defined below) and the City of Philadelphia (“Philadelphia” or the “City”), acting through its City Solicitor (the “City Solicitor”).

The City filed its complaint in this Action (defined below) on September 28, 2021, alleging, among other things, that Walgreens violated the law by (i) failing to monitor, report, and abstain from shipping allegedly suspicious orders of opioid pain medications, and (ii) dispensing opioid pain medications without confirming those prescriptions were issued for a legitimate medical purpose. The City asserted Claims for damages, equitable abatement, civil penalties, attorneys’ fees, litigation costs, and other relief.

Walgreens (i) denies each and all of the Claims and allegations of wrongdoing made by the City in this Action and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Walgreens arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in this Action and contends that the factual allegations made in this Actions relating to Walgreens are false and materially inaccurate; (iii) denies that the City or any person or entity in Philadelphia was harmed by any conduct of Walgreens alleged in this Action or any similar action; (iv) denies liability, expressly denies any wrongdoing, and denies it violated any federal or state statute, regulation, or common law; and (v) maintains that Walgreens would be able to successfully defend against the City’s claims and allegations at trial;

The Parties have each investigated the facts and analyzed the relevant legal issues. The Parties have reached this Settlement to avoid the expense, delay, and uncertainty of litigation. The City has concluded that the terms of the Settlement are fair, reasonable, adequate and in the best interests of the City.

The Parties agree that neither this Agreement nor any statement made in the negotiation shall be deemed or construed to be a concession as to any claim, an admission, evidence of any violation of any statute, law, rule or regulation, evidence of any liability, fault or wrongdoing by Walgreens, or evidence of the truth, falsity, merit, or lack of merit of any of the allegations in this Action or any other action, or any defense thereto;

This Settlement Agreement is a product of arm’s length settlement negotiations between the duly authorized representatives of the Parties;

IT IS AGREED by the Parties, by and through their respective counsel, that all Released Claims shall be finally and fully settled and released as to the Releasees (defined below), as set forth below.

II. Definitions

A. “Action” is the lawsuit filed by the City in the Philadelphia County Court of Common Pleas, captioned *City of Philadelphia v. CVS Indiana, L.L.C., et al.*, Philadelphia CCP No. 210902183.

B. “Agreement,” “Settlement,” or “Release” refers to this Settlement Agreement and Release, together with any attached exhibits.

C. “Alleged Harms” means the alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged use, misuse, and abuse of Products, as defined below, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Released Entities.

D. “City” means the City of Philadelphia, acting through its City Solicitor or designee.

E. “Claim” means, with respect to the Covered Conduct, any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, remediation, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. For the avoidance of doubt, Claim does not include any cause of action or claim for relief brought by the Philadelphia County District Attorney or the Commonwealth of Pennsylvania, by and through the Philadelphia County District Attorney.

F. “Claim-Over” means a Claim asserted by a Non-Released Entity against a Releasee on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

G. “Compensatory Remediation Amount” means a total of eighty-eight million two hundred seventy five thousand dollars (\$88,275,000) to be paid by Walgreens as a portion of the Settlement Amount to address the alleged harm caused to the City by the Covered Conduct.

H. “Consent Judgment” means a consent decree, order, judgment, dismissal or similar action in connection with this Agreement, which provides for the release set forth below and the dismissal or discontinuance with prejudice of the Action as to Walgreens and Released Claims that the City has brought against Releasees, on the terms and conditions specified herein.

I. “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Execution Date (and any past, present, or future consequences of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to the facts and circumstances alleged in the Action, including: (1) compounding, counseling and documentation relating to any Product or class of Products as defined in II.M.; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product as defined in II.M., or any system, plan, policy or advocacy relating to any Product or class of Products as defined in II.M., including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products as defined in II.M.; (3) the characteristics, properties, risks, or benefits of any Product as defined in II.M.; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders concerning the Products placed with any Releasee; or (5) diversion control programs or suspicious order monitoring concerning the Products.

J. “Cure Period” has the meaning specified in Section VI.C of this Agreement.

K. “Execution Date” means the date on which this Agreement is executed by the last Party to do so.

L. “Effective Date of the Release” means the date on which the Court enters the Consent Judgment.

M. “Notice Designees” has the meaning specified in Section VI.E of this Agreement.

N. “Opioid Remediation” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic, including related administrative expenses incurred in connection with the above.

O. “Parties” means Walgreens together with the City.

P. “Product” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any

variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits the City from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, provided such action does not seek money from Releasees (including abatement and/or remediation) for conduct prior to the Execution Date.

Q. “Releasees” means with respect to Released Claims, Walgreens and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of Walgreens; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of Walgreens or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of Walgreens or its subsidiaries, including in any Walgreens or subsidiary’s capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of Walgreens (solely in their capacity as parents or shareholders of Walgreens with respect to Covered Conduct); and (6) any insurer of Walgreens or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity). Any person or entity described in subsections (3)-(6) shall be a Releasee solely in the capacity described in such clause and shall not be a Releasee with respect to its conduct in any other capacity. Any entity acquired, or joint venture entered into, by Walgreens after the Effective Date is not a Releasee.

R. “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date of the Release. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Additionally, for the avoidance of doubt, Released Claims does not include any claims brought by the Philadelphia County District Attorney or the Commonwealth of Pennsylvania, acting by and through the Philadelphia County District Attorney.

S. “Releasor” means, with respect to Released Claims, the City and without limitation and to the maximum extent of the power of the City to release Claims, its departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the City, whether or not any of them participate in this Agreement. For the avoidance of doubt, Releasor does not include the Philadelphia County District Attorney or the Commonwealth of Pennsylvania, acting by and through the Philadelphia County District Attorney.

T. “Settlement Amount” has the meaning set forth in Section III.A of this Agreement.

U. “Settlement Payment” means Walgreens’s payment of the Settlement Amount as provided in this Agreement.

V. “Third Party” means any person or entity other than Walgreens.

W. “Walgreens” means Walgreen Co.

III. Settlement Consideration

A. **Payment of Settlement Amount.** Walgreens shall pay the City the sum of one hundred and ten million dollars (\$110,000,000) (the “Settlement Amount”) via wire transfer pursuant to wiring instructions previously provided to Walgreens by the City’s outside counsel on the City’s behalf, under the aggregate annual amounts under the schedule set forth in Table 1 below. Each such payment is an “Annual Payment.” The Settlement Funds, in the amount of \$110,000,000.00, shall be consideration in exchange for a release of any and all Claims brought against Releasees by the City.

Table 1

Payment Number	Payment Date	Amount
1	9/15/2024	\$20,000,000.00
2	9/15/2025	\$23,333,333.34
3	9/15/2026	\$23,333,333.33
4	9/15/2027	\$23,333,333.33
5	9/15/2028	\$20,000,000.00
Total		\$110,000,000.00

B. **No Other Payments.** Other than the payments under Section III. A of this Agreement, the Releasees shall have no obligation to make any further or additional payments in connection with this Settlement Agreement. Walgreens shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the payments hereunder. The City specifically represents, however, that any such apportionment shall be made in accordance with the terms of this Agreement and all applicable laws.

C. **Taxes.** Each of the Parties acknowledges, agrees and understands that, notwithstanding anything to the contrary in this Agreement, for purposes of Section 162(f) of the Internal Revenue Code, the Compensatory Remediation Amount paid by Walgreens (\$88,275,000 to be paid out over five years) constitutes restitution or remediation, as defined in Treasury Regulation § 1.162-21(e)(4), for damage or harm allegedly caused by the potential violation of a law and is an amount paid for the purpose of remediating the damage or harm allegedly caused, including to restore the City to the same or substantially similar position or condition as existed prior to such damage or harm allegedly caused. The Parties acknowledge, agree and understand that only twenty one million seven hundred twenty five thousand (\$21,725,000) represents reimbursement to the City or any other person or entity for the fees and costs of any investigation or litigation, that no portion of the Compensatory Remediation Amount represents reimbursement to the City or any other person or entity for the fees and costs of any investigation or litigation,

and no portion of the Settlement Amount represents or should properly be characterized as the payment of fines, penalties or other punitive assessments. The City shall complete and file Form 1098-F with the Internal Revenue Service in the manner required by the Internal Revenue Service. For the avoidance of doubt, “restitution” as used herein has the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii); “restitution” as used herein does not refer to the disgorgement of ill-gotten gains. Neither Party makes any warranty or representation to the other Party as to the tax consequences of the Settlement Amount or any portion thereof.

D. **Solvency.** Walgreens warrants that, as of the date of this Agreement, it is not insolvent nor will its Settlement Payments render it insolvent within the meaning of and/or for the purposes of the United States Bankruptcy Code. If (i) a case is commenced with respect to Walgreens under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver, or conservator is appointed under any similar law, and (ii) a court of competent jurisdiction enters a final order determining the Settlement Payment to be a preference, voidable transfer, fraudulent transfer, or similar transaction, and (iii) pursuant to an order of a court of competent jurisdiction monies paid by Walgreens pursuant to this Settlement are either not delivered or are returned to Walgreens or the trustee, receiver, or conservator appointed by a court in any bankruptcy proceeding with respect to Walgreens, then the releases given pursuant to this Settlement shall be null and void. Walgreens and any Releasee reserve any and all rights and defenses with respect to any Claims or cause of action asserted by the City in the event of any insolvency proceeding, receivership, or bankruptcy proceeding.

IV. Use of Settlement Amount

A. **Use of Compensatory Remediation Amount.** It is the intent of the Parties that the entire Compensatory Remediation Amount be used for Opioid Remediation. While disfavored by the Parties, the City may use monies from the Compensatory Remediation Amount for purposes that do not qualify as Opioid Remediation.

V. Settlement of Claims, General Release, and Covenant Not to Sue

A. **Scope.** Releasor hereby agrees to settle the Released Claims. Releasor agrees that settlement of the Released Claims on the terms set forth in this Agreement is in the public interest. Upon the Effective Date, Releasor hereby releases the Releasees, and shall be deemed to have fully, finally, forever, and permanently released, remised, acquitted, held harmless, relinquished, and discharged with prejudice all Released Claims brought by Releasor, and shall have covenanted, and hereby does covenant, not to sue, or not to assist or permit to be brought, filed or claimed against, any Releasee with respect to any Released Claim in any forum whatsoever, and shall be permanently barred and enjoined from instituting, reinstating, maintaining, commencing, or prosecuting any Released Claim against any Releasee, and each release as set forth herein shall be given full res judicata effect. Releasor shall be deemed to have forever released all Released Claims against the Releasees. It is the intention of the Parties to fully and completely resolve all Claims that have been, could have been, or could be asserted by any Releasor against any Releasee with respect to the Covered Conduct and/or Alleged Harms occurring prior to the Execution Date and the Parties agree that this Agreement and the releases contained herein shall fully and completely resolve any past, present or future liability that any Releasee may have arising from,

relating to or based on Covered Conduct and/or Alleged Harms occurring prior to the Execution Date, whether in the Action or otherwise.

B. In connection with the releases provided for in this Agreement, each Releasor will, and hereby does, expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; Extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Releasors will, and hereby do, expressly waive and fully, finally, and forever settle, release, and discharge, upon the Effective Date of the Release, any and all Released Claims against the Releasees that may exist as of such date but which such Releasor does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, and which, if known, would materially affect such Releasor's decision to enter into this Agreement.

C. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability arising from or relating in any way to the Released Claims and extend to the full extent of the power of each Releasor to release its claims. This Settlement Agreement is, will constitute, and may be pleaded as, a complete bar to any Released Claim asserted by any Releasor against any Releasee, whether currently pending or in the future.

D. **Dismissal or Discontinuance.** Within fourteen (14) days after the Execution Date, the Parties will execute and file with the Court the Consent Judgment including a dismissal of the Action as to Walgreens and the City's Claims against Walgreens in the form attached as Exhibit A to this Agreement.

E. **Non-Party Settlement.** To the extent that, on or after the Execution Date of the Agreement, a Releasor settles any Claims arising out of or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) ("Non-Party Covered Conduct Claims") it may have against any entity that is not a Releasee (a "Non-Releasee") that is, as of the Execution Date of the Agreement, a defendant in the Action or any other action and provides a release to such Non-Releasee (a "Non-Party Settlement"), including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), a Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will seek to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on seeking contribution or indemnity of any kind from the Releasees or a release from such Non-Releasee in favor of the Releasees (in a form equivalent to the releases contained in this

Agreement) of any Claim-Over. The obligation to seek to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

F. **Claim-Over.** In the event that a Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition on seeking contribution or indemnity of any kind for a Releasee, or a Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition on seeking contribution or indemnity of any kind for a Releasee in a Non-Party Settlement, and such Non-Released Entity asserts a Claim-Over against a Releasee, the Parties shall meet and confer concerning any additional appropriate means by which to ensure that the Releasees are not required to make any payment with respect to Alleged Harms and/or Covered Conduct beyond the amounts that will already have been paid by Walgreens under this Agreement.

G. **Res Judicata.** Nothing in this Agreement shall be deemed to enlarge or reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment or dismissal entered with respect to the Agreement, gives rise to under applicable law, including but not limited to as to any Released Claims asserted against a Releasee by Releasor, whether currently pending or in the future.

H. **Representation and Warranty.** The signatories hereto on behalf of the City expressly represent and warrant that they will obtain on or before the Execution Date (or have obtained) the authority to settle and release, to the maximum extent of the City's power, all Released Claims of (1) the City; (2) all past and present executive departments, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of the City's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Alleged Harms and/or Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the City's Mayor.

VI. No Admission

A. Each Releasor acknowledges and agrees that this Settlement is a compromise of matters involving disputed issues of law and fact. Walgreens is entering into this Settlement solely for the purposes of settlement, to resolve the Released Claims, and thereby avoid significant expense, inconvenience, and uncertainty. Walgreens denies the allegations in the Action and denies any civil or criminal liability in the Action. Nothing contained herein may be taken as or deemed to be an admission or concession by Walgreens of (i) any violation of law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any claim or defense or allegation made in any other past, present, or future proceeding relating to any Covered Conduct, Alleged Harms, and/or any Product; (iv) the legal viability of the claims and theories in the Action, including but not limited to the legal viability of relief sought; or (v) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any

Releasee from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

VII. Miscellaneous Provisions

A. **Use of Agreement as Evidence.** Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Action, the strength or weakness of any claim or defense or allegation with respect to, any Covered Conduct and/or Alleged Harms, or of any wrongdoing, fault or liability of any Releasee; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any liability, fault, or omission of any Releasees in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible as evidence or otherwise used in any way in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Releasees may use this Agreement in any action for any purpose, including, but not limited to (1) an action involving a determination regarding insurance coverage; (2) an action involving a determination of the taxable income or tax liability of any Releasees; (3) in order to support a claim for contribution and/or indemnification or to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or similar defense or counterclaim, including but not limited to against Released Claims asserted against any Releasee by any Philadelphia Local Government, whether currently pending or in the future; or (4) in order to support any other argument or defense by a Releasee that the Settlement Amount provides a measure of compensation or otherwise satisfies the relief sought.

B. **Voluntary Settlement.** This Settlement Agreement is a product of arm's length settlement negotiations between the duly authorized representatives of the Parties. The Parties represent and warrant that they have been advised by their respective counsel of their rights and obligations under this Settlement Agreement and the accompanying Releases and enter into this Settlement Agreement and the accompanying Releases freely, voluntarily, and without duress. The Parties acknowledge and agree that the consideration paid by Walgreens for the releases set forth herein represents appropriate and fair consideration.

C. **Dispute Resolution.** If either Party believes that the other Party is not in compliance with any term of this Settlement, then such Party shall (i) provide written notice specifying the reason(s) why such Party believes that the other Party is not in compliance with the Settlement Agreement; and (ii) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period"). In the event the alleged non-compliance is cured within the Cure Period, the allegedly breaching Party shall not have any liability for such alleged non-compliance. Neither Party may commence a proceeding to enforce compliance with this Settlement Agreement before expiration of the Cure Period.

D. **Authority to Enter Settlement Agreement.** Each signatory to this Agreement on behalf of a Party specifically represents and warrants that he or she is fully authorized to enter into and to execute this Agreement on behalf of such Party. Walgreens represents that it has the power and authority to enter into and perform this Agreement, and that the execution and performance of

this Agreement has been duly authorized by all requisite corporate or other legal action. The City represents that it is expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and to enter into and execute this Agreement. Each Party specifically represents and warrants that this Settlement Agreement constitutes a legal, valid, and binding obligation of such Party. In addition, the City specifically represents and warrants that it has not sold, assigned, or otherwise transferred any Released Claims, or any portion thereof or rights related thereto, to any Third Party.

E. **Notices.** To be effective, all notices under this Agreement shall be in writing and delivered to the persons specified below (i) by e-mail and (ii) by either hand delivery or registered or certified mail, return receipt required, postage pre-paid. Any Party may change its Notice Designee(s) by giving written notice to all other Parties as provided in this paragraph.

1. Notices to the City shall be delivered to:

Office of the City Solicitor
City of Philadelphia Law Department
1515 Arch Street, 17th Floor
Philadelphia, PA 19102
Email: renee.garcia@phila.gov;

AND

Mark Pifko
BARON & BUDD, P.C.
15910 Ventura Blvd.
Suite 1600
Encino, CA 91436
Direct: (818) 839-2322
Fax: (818) 986-9698
Email: mpifko@baronbudd.com
*(if there is a new individual appointed to serve as City Solicitor,
Walgreens shall obtain updated contact information for notices to the City
from Mr. Pifko)*

2. Notice for Walgreens shall be delivered to:

Michael J. Freeman
104 Wilmot Road, MS#144Q
Deerfield, IL 60015
michael.j.freeman@walgreens.com

AND

Wayne B. Mason

Faegre Drinker
1717 Main Street, Ste. 5400
Dallas, TX 75201-7367
Wayne.Mason@faegredrinker.com

Harlan Levy
Foley Hoag LLP
1301 Avenue of the Americas
New York, New York 10019
hlevy@foleyhoag.com

Kristyn DeFilipp
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02110
kbuncedefilipp@foleyhoag.com

F. **Severability; Reinstatement.** In the event any one or more immaterial provisions of this Settlement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement; provided, however, that if a Releasor is required by final order of a court of competent jurisdiction to return the Settlement Payment for any reason, this Agreement, including the releases set forth herein, shall be void ab initio and all rights and remedies of the Parties as they existed immediately prior to the Execution Date shall be reinstated in full.

G. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

H. **Choice of Law.** Any dispute arising from or in connection with the completion and execution of the Settlement Agreement shall be governed by Pennsylvania law without regard to its choice of law provisions and the Parties agree to venue in the Court of Common Pleas for Philadelphia County, Philadelphia.

I. **Headings; No Conflict Intended.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

J. **No Party Deemed to Be the Drafter.** None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

K. **Amendment; Waiver.** This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any

Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.


L. **Execution in Counterparts.** 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. An executed signature page of this Settlement delivered in PDF format via email shall be as effective as an original executed signature page.

M. **Integrated Agreement.** This Agreement constitutes the entire agreement between 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. As such, the Parties represent and warrant that they are not relying on any promises, inducements, or representations other than those provided herein.

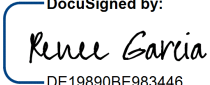

N. **Public Statements.** The Parties agree that the terms of this Settlement shall remain strictly confidential until the Execution Date. The Parties agree that no press releases or other public statements concerning the Settlement shall be made until one day after the Execution Date. At the expiration of this confidentiality period, each Party shall provide the other Party with twelve (12) hours' notice in advance of any press release, press conference or other public statement.

IN WITNESS WHEREOF, the Parties, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

WALGREENS

By: 
Michael Freeman
Senior Vice President, Chief Regulatory and
Litigation Counsel
104 Wilmot Road, MS#144Q
Deerfield, IL 60015
Michael.j.freeman@walgreens.com

RENEE GARCIA
CITY SOLICITOR
CITY OF PHILADELPHIA LAW
DEPARTMENT

DocuSigned by:

By: 
Renee Garcia
City Solicitor
City of Philadelphia Law Department
1515 Arch Street, 17th Floor
Philadelphia, PA 19102
Email: renee.garcia@phila.gov

Certificate Of Completion

Envelope Id: EA1B5B95B5BB4BB3A6FA57BB7B9AC6C8	Status: Completed
Subject: Complete with DocuSign: Execution Copy Philadelphia-Walgreens(11982991.2).pdf	
Source Envelope:	
Document Pages: 13	Signatures: 1
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	City of Philadelphia - Solicitors Executive Team
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1234 Market Street
	Suite 1800
	Philadelphia, PA 19107
	SolicitorsExecTeam@phila.gov
	IP Address: 170.115.248.9

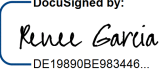
Record Tracking

Status: Original 4/9/2024 11:49:19 AM	Holder: City of Philadelphia - Solicitors Executive Team SolicitorsExecTeam@phila.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Philadelphia - PS Contracts	Location: DocuSign

Signer Events

Renee Garcia
Renee.Garcia@phila.gov
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

DE19890BE983446...

Signature Adoption: Pre-selected Style
Using IP Address: 170.115.248.25

Timestamp

Sent: 4/9/2024 11:51:02 AM
Viewed: 4/9/2024 11:51:47 AM
Signed: 4/9/2024 11:51:56 AM

Electronic Record and Signature Disclosure:
Accepted: 4/9/2024 11:51:47 AM
ID: a18ba258-ee75-42e2-8a29-0f01caf14e58

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Marta
Marta.Sanchez@phila.gov
Security Level: Email, Account Authentication (None)



Sent: 4/9/2024 11:51:02 AM
Viewed: 4/9/2024 11:52:37 AM

Electronic Record and Signature Disclosure:
Accepted: 11/17/2023 8:56:56 AM
ID: 38044ea0-f45c-4b26-9fdc-8651ed2fce89

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2024 11:51:02 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/9/2024 11:51:47 AM
Signing Complete	Security Checked	4/9/2024 11:51:56 AM
Completed	Security Checked	4/9/2024 11:51:56 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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