

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**DAVID HELWIG,
On behalf of himself and all others
similarly situated,**

Plaintiff,

v.

**WALGREEN CO., an Illinois corporation,
and**

**WALGREENS BOOTS ALLIANCE, INC.,
a Delaware corporation headquartered in
Illinois,**

Defendants.

CASE NO. 1:22-cv-01670

JUDGE JOHN F. KNESS

SETTLEMENT AGREEMENT

I. INTRODUCTION

On March 30, 2022, David Helwig filed a lawsuit on behalf of himself and other members of the Class (collectively, “Class Members”) in the United States District Court for the Northern District of Illinois, styled as *David Helwig et al. v Walgreen Co. and Walgreens Boots Alliance Inc.*, Case No. 1:22-cv-01670 (the “Civil Action”). The Civil Action alleges that Walgreen Co. and Walgreens Boots Alliance, Inc. (collectively, “Defendants” or “Walgreens”) violated Section 1681b(b)(3) of the federal Fair Credit Reporting Act (“FCRA”), which requires an employer that intends to base an adverse employment action on information contained in a consumer report to provide the subject of the report with a copy of the consumer report and a description of their rights under the FCRA before taking adverse action. Walgreens denies any and all allegations of actual

or potential wrongdoing and/or violations of law, and the Settlement Agreement and Final Payable Amount, and all other settlement related documents, shall not be admissible in any other administrative or civil litigation proceeding as evidence of wrongdoing or an alleged violation of law.

In the interest of resolving the dispute between the Parties without the expense, delay, and inconvenience of further litigation of the issues raised in the Civil Action, and in reliance upon the representations, mutual promises, covenants, and obligations set out in this Settlement Agreement, and for good and valuable consideration also set out in this Settlement Agreement, the Parties, through their undersigned counsel of record, hereby stipulate and agree as follows:

II. LITIGATION HISTORY

On May 11, 2022, Helwig served Walgreens with the Complaint and summons, rendering Walgreens's responsive pleading due on or before June 1, 2022. On May 31, 2022, Walgreens filed an unopposed motion to request an extension of time, up to and including July 1, 2022, to respond to the Complaint to permit an opportunity to investigate Helwig's allegations. The Court granted Walgreens's unopposed motion on June 1, 2022. (Dkt. 8). In June 2022, the Parties agreed to submit the matter to private mediation to explore the possibility of early resolution. Accordingly, the Parties filed their first Joint Motion to Stay Proceedings Pending Mediation on July 1, 2022. (Dkt. 11). The Court granted the Parties' Joint Motion and stayed the proceedings until September 29, 2022. (Dkt. 12).

The Parties scheduled mediation with Rodney Max of Upchurch, Watson, White & Max and subsequently filed two additional joint motions to stay the proceedings pending mediation on September 29, 2022, and January 27, 2023, respectively. (Dkt. 13 and 18). The Court granted the Parties' joint motions on September 30, 2022, and February 8, 2023, respectively. (Dkt. 14 and 20).

The Parties mediated before Rodney Max on January 31, 2023. Although the Parties did not reach a settlement during mediation, they continued to engage in substantive negotiations toward a class-wide settlement following mediation. As a result of those negotiations, the Parties have reached this Settlement.

III. DEFINITIONS

1.1 “Attorneys’ Fees” and “Attorneys’ Expenses” respectively refer to Class Counsel’s attorneys’ fees and expenses as approved by the Court.

1.2 “Settlement Class Payment” means the payment of One Hundred Dollars and No Cents (\$100.00) made to each Class Member, which amounts to a total of Two Hundred Sixty-Two Thousand and Five Hundred Dollars and No Cents (\$262,500.00) for the Class. Class Members are not required to submit a Claim Form to receive a Settlement Class Payment.

1.3 The “Bar Date” is the date that is 30 calendar days from the date that the Settlement Administrator sends the Class Notice to a Class Member.

1.4 “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.*

1.5 “CAFA Notice” means the notice required by CAFA.

1.6 “Civil Action” means the litigation styled as *David Helwig et al. v Walgreen Co. and Walgreens Boots Alliance Inc.*, Case No. 1:22-cv-01670, currently pending before the United States District Court for the Northern District of Illinois.

1.7 “Claim Form” refers to the form that Class Members must submit to receive a Claims-Made Payment, as approved by the Court. The proposed Claim Form is attached hereto as Exhibit B.

1.8 “Claims-Made Payment” means a payment for which each Class Member is eligible if they submit a signed, complete, valid, and timely Claim Form and do not opt-out of the Settlement.

1.9 “Claims-Made Payment Class Member(s)” means any Class Member who submits a signed, complete, valid, and timely Claim Form and does not opt-out of the Settlement, and who is thus eligible to receive a Claims-Made Payment.

1.10 “Class Counsel” means Matthew A. Dooley, Stephen M. Bosak, and Patrick M. Ward of Dooley Gembala McLaughlin Pecora, LPA.

1.11 “Class Member(s)” or “Class” means any applicant for employment with Walgreens, who, during the Class Period, (i) was rejected from employment due to the results of a criminal background check, and (ii) received one or both of the Disposition Emails between the date on which they received a pre-adverse action notice and the date on which they received a final adverse action notice, but specifically does not include those individuals who timely opt-out of the Settlement.

1.12 “Class Notice” means the form of notice to be provided to the Class Members after preliminary approval of this Stipulation by the Court, as further described in Exhibit A.

1.13 “Class Period” means the period from March 30, 2020, to May 17, 2022.

1.14 The “Common Fund” is the highest possible amount that Defendants may be obligated to pay in this Settlement. It includes all possible payments to the Class Members, Settlement Administration Expenses, Attorneys’ Fees and Expenses, and the Service Award to Named Plaintiff.

1.15 “Complaint” means the complaint which David Helwig filed against Defendants, on behalf of himself and a putative class, and which is currently pending in the United States District Court for the Northern District of Illinois as Case No. 1:22-cv-01670.

1.16 “Consumer Report,” “Investigative Consumer Report” and “Consumer Reporting Agency” have the same meaning as they do in the FCRA and any state law equivalents. 15 U.S.C. § 1681a(d), (e), (f).

1.17 “Court” means the United States District Court for the Northern District of Illinois.

1.18 “Defendants” or “Walgreens” means Walgreen Co. and Walgreens Boots Alliance Inc.

1.19 “Defense Counsel” means Sari M. Alamuddin, W. John Lee, and Chloe Keating Leigh of Morgan, Lewis & Bockius LLP.

1.20 “Fairness Hearing” or “Final Approval Hearing” means the hearing at which the Court will consider final approval of this Stipulation and Settlement.

1.21 “FCRA” means the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.

1.22 “Final Effective Date” means the date that is within thirty (30) days of the date on which the last of the following events occurs: (i) if no appeal of the Court’s Judgment has been filed, the date on which any objector’s time to appeal the Judgment has expired with no appeal or any other judicial review having been taken or sought; or (ii) if an appeal of the Court’s Judgment has been timely filed or other judicial review was taken or sought, the date that Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

1.23 The “Final Payable Amount” is the amount Walgreens shall be responsible to pay for the Settlement as calculated by the Settlement Administrator by following the process set forth in this Agreement.

1.24 “Judgment” means a judgment and order of dismissal entered by the Court in the Civil Action granting final approval of the Settlement and entering a judgment according to the terms set forth in this Stipulation. The “Judgment” shall become the “Final Judgment” on the date on which all appellate rights with respect to the Judgment have expired or have been exhausted in such a manner as to affirm the Judgment, and when no further appeals are possible, including review by the United States Supreme Court.

1.25 “Named Plaintiff” or “Helwig” means David Helwig.

1.26 “Disposition Emails” means the emails Named Plaintiff references in paragraph 23 of his Complaint.

1.27 “Notice Order” means the order proposed and submitted by the Parties as set forth in Section 1.52.

1.28 “Parties” means Named Plaintiff and Defendants.

1.29 “Preliminary Settlement Class” means the Class described in Section 1.11.

1.30 “Released Claims” means any and all claims of whatever nature, including known or Unknown Claims, that the Class Members may have against the Released Parties, arising out of the same transaction, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in this Civil Action, including but not limited to all claims brought or that could have been brought under the Fair Credit Reporting Act for statutory, actual and punitive damages, all state equivalent laws, express or implied breach of contract, tort, equity, unfair competition, or any other type of claim based on any federal, state or municipal statute, law, ordinance or regulation.

1.31 “Released Defendants” or “Released Parties” include all of the following: (i) Defendants, (ii) Defendants’ past, present, and future parents, subsidiaries, affiliates, divisions,

joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendants, and (iii) the past, present and future shareholders, officers, directors, members, agents, employees, independent contractors, vendors, consultants, representatives, fiduciaries, insurers (including current and former agents), reinsurers, attorneys, legal representatives, predecessors, successors, and assigns of Defendants and the entities listed in (ii). The Released Parties, other than Defendants themselves, are intended third party beneficiaries of the Parties' Settlement.

1.32 "Service Award" means the one-time payment Helwig seeks from the Common Fund for the time and resources he has put into representing the Class Members and as approved by the Court on Helwig's application discussed in Section 1.78.

1.33 "Settlement" means the terms and conditions of settlement as described in this Stipulation.

1.34 "Settlement Administrator" or "Administrator" refers to American Legal Claim Services, LLC, which the Parties have approved to administer the Settlement pursuant to this Stipulation and the orders of the Court.

1.35 "Settlement Administration Expenses" means the Settlement Administrator's total costs for providing notice and settlement administration. The Settlement Administration Expenses shall include the reasonable fees, costs, and expenses the Settlement Administrator incurred or is anticipated to incur in performing the services authorized in this Stipulation for all Court-approved tasks, including but not limited to: (a) sending to the putative class by email and/or mail all notices; (b) establishing a website by which Class Members can submit claims online, ask questions of the administrator, and elect to receive payment electronically; (c) updating addresses for undeliverable mail and resending the notice; (d) collecting and validating Claim Forms; (e) monitoring and

collecting any opt-outs or requests for exclusion; (f) reporting to the Parties regularly on the progress of the Settlement; (g) reporting to the Court, including preparation of required declarations; (h) establishing a fund to distribute the Final Payable Amount; (i) making payments to Class Members, Named Plaintiff, and Class Counsel of Court- approved funds; (j) issuing all required tax forms (e.g., 1099s) and providing all required tax reporting; and (k) submitting all CAFA Notices required by law.

1.36 “Settlement Class” means the Class once it is permanently certified on the Final Effective Date after Final Judgment becomes final.

1.37 “Termination Notice” shall have the meaning set forth in Section 1.82 below.

1.38 “Unknown Claims” means any Released Claims that Named Plaintiff or any Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants, which, if known by him, her, or it, might have affected his, her, or its Settlement with and release of the Released Defendants, or might have affected his, her, or its decision(s) with respect to the Settlement.

IV. THE SETTLEMENT

1.39 For the purposes of effectuating the Settlement only, Class Members and Walgreens agree jointly to request that the Court certify the Class comprised of the following individuals:

a. Any applicant for employment with Walgreens, who, during the Class Period, (i) was rejected from employment due to the results of a criminal background check, and (ii) received one or both of the Disposition Emails between the date on which they received a pre-adverse action notice and the date on which they received a final adverse action notice.

1.40 On the Final Effective Date, the Preliminary Settlement Class shall become the Settlement Class, unless the Final Judgment does not become final. In the event the Settlement is

not preliminarily and finally approved and implemented, or the Final Judgment does not become final, the Preliminary Settlement Class is dissolved without prejudice or inference regarding the appropriateness of class certification and thereafter the issue of class certification will be decided *de novo*, and Walgreens is not precluded from challenging class certification.

1.41 The Parties agree that the maximum Common Fund Walgreens may be required to pay is Two Million Two Hundred and Twenty-Five Thousand Dollars and No Cents (\$2,250,000.00). Walgreens shall have no obligation under any circumstances whatsoever to pay any amount in excess of the Common Fund. Except for such amounts as may be required to compensate the Settlement Administrator for administration services, which shall be derived in the first instance from the \$27,222.00 estimate for Settlement Administration Expenses listed in subsection d of Paragraph 1.42 and then from the Differential Amount (as defined in subsection b of Paragraph 1.42) if any advancement exceeds the agreed-upon estimate for Settlement Administration Expenses, Walgreens shall have no obligation to advance the Common Fund or the Final Payable Amount to the Settlement Administrator prior to the Final Effective Date.

1.42 The following amounts shall be payable from the Common Fund:

a. The maximum gross amount of Two Hundred Sixty-Two Thousand and Five Hundred Dollars and No Cents (\$262,500.00) the Settlement Class Payment, which consists of a payment of One Hundred Dollars and No Cents (\$100.00) for each Class Member; and

b. The maximum gross amount of One Million, One Hundred Ninety-Five Thousand And Two Hundred Seventy-Eight Dollars and No Cents (\$1,195,278.00) and a minimum gross amount of Five Hundred Seventy-Eight Thousand One Hundred Twenty-Five Dollars and no cents (\$578,125.00) for the Claims-Made Payment, which shall be paid on a pro rata basis for eligible Claims-Made Payment Class Members, subject to the following. The parties contemplate that at

least 25% of the Class Members (or, at least 656 Class Members) will become Claims-Made Payment Class Members. If fewer than 25% of Class Members become Claims-Made Payment Class Members, then instead of receiving a pro rata amount of the \$578,125.00, the Claims-Made Payment Class Members will receive the amount that would have been paid to them if 25% of the Class Members had submitted a valid Claim Form (\$881.28). Then, the Settlement Administrator will calculate the difference between \$578,125.00 and the total amount of the actual Claims-Made Class Members payments (the “Differential Amount”). The Differential Amount shall be used to pay the Settlement Administration Expenses to the extent the actual cost exceeds the Administrator’s March 3, 2023 estimate of Twenty-Seven Thousand Two Hundred Twenty-Two Dollars and No Cents (\$27,222.00), and, if the Differential Amount is not thereby exhausted, sent to a mutually agreed upon *cy pres* recipient;

c. The maximum gross amount of Seven Hundred and Fifty Thousand Dollars and No Cents (\$750,000.00) for Attorneys’ Fees plus any court-approved litigation expenses, provided that payments for all court-approved litigation expenses shall be derived from the Claims-Made Payment portion of the Common Fund;

d. The maximum gross amount of Twenty-Seven Thousand Two Hundred Twenty-Two Dollars and No Cents (\$27,222.00) for Settlement Administration Expenses; and

e. The maximum gross amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) for the Service Award to Helwig.

1.43 The Parties agree that the payments to each Class Member are not wages and each Class Member will be solely responsible for correctly characterizing any payment received for tax purposes and for paying any taxes owed on any Settlement Class Payment and/or Claims-Made Payment. The Parties also agree that any approved Service Award to Helwig is not wages and

Helwig will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment. The Settlement Administrator on Defendants' behalf will issue to Helwig and Class Members an IRS Form 1099 for payment if required by law.

1.44 Walgreens shall not be responsible to pay any sum of money except the Final Payable Amount, which encompasses all Class Member recoveries, Settlement Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and the Service Award (all subject to Court approval). Following final approval of the Settlement, the actual net checks distributed to members in the Preliminary Settlement Class shall be reduced *pro rata* to account for the payment of Settlement Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and the Service Award to Named Plaintiff. If the Court approves an award of Attorneys' Fees less than \$750,000.00, these remaining funds shall be distributed to the Class Members on a *pro rata* basis.

1.45 Named Plaintiff shall seek to dismiss the Civil Action with prejudice within 10 calendar days of the Final Effective Date.

V. RELEASE

1.46 Upon the Final Effective Date, each member of the Settlement Class who has not opted out of the Settlement, and each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants in the entirety, co-borrowers, agents, successors, assignees and assigns, and all those others who also claim through them or who assert claims on their behalf (including the government in its capacity as *parens patriae*) shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties.

1.47 Upon the Final Effective Date, Helwig and each member of the Settlement Class who has not opted out of the Settlement shall be permanently enjoined and barred from filing,

commencing, prosecuting, intervening (as Class Members or otherwise) or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding arising from any of the Released Claims.

1.48 With respect to any and all Released Claims, including Unknown Claims, the Parties stipulate and agree that, on the Effective Date, Helwig shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived the provisions, rights, and benefits conferred by California Civil Code § 1542 and any law of any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

1.49 Helwig and the Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true related to the subject matter of the Released Claims, but Helwig and each Class Member shall expressly, upon the Effective Date, be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge, and the Class Members and Released Defendants shall be deemed by operation of the Final Judgment to have acknowledged,

that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and is a key element of the Settlement of which these releases are a part.

1.50 Upon the Final Effective Date, in addition to the Release contained in Sections 1.46 – 1.51 above, and in consideration of the Service Award granted to him, Helwig, on behalf of himself and each of his heirs, representatives, successors, assigns, and attorneys, shall be deemed to have fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged the Released Parties from any claims, demands, rights, causes of action, fees and liabilities of any kind nature, and description whatsoever, whether known or unknown, whether under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, which Helwig had, now has, or may have, prior to the date of the Preliminary Approval Order, including but not limited to those claims which (i) allege discrimination, retaliation, or harassment of any kind whatsoever; (ii) allege failure to hire; (ii) allege any wage and hour violations of any kind whatsoever; or (iii) allege any statutory, constitutional, regulatory, contractual or common law claims for wages, damages, restitution, equitable relief, or litigation costs; and (iv) any and all claims for penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and injunctive, declaratory or equitable relief (the “Helwig’s Release of Claims”). For the avoidance of doubt, Helwig’s Release of Claims is a full and complete general release of all possible claims to the maximum extent allowed under the law.

1.51 Upon the Final Effective Date, the release described in Sections 1.46 extends to the Consumer Reporting Agencies from whom Defendants procured Consumer Reports during the Class Period, but only to the extent that any such agencies are subject to potential claims or liability for providing Consumer Reports to Defendants in the absence of Defendants’ compliance with the FCRA (for example, and without limitation, 15 U.S.C. §§ 1681b(b)(2), 1681b(b)(3), and 1681m.

For the avoidance of doubt, nothing herein shall be construed as a release of any claim against a Consumer Reporting Agency arising from an inaccurate, misleading or incomplete Consumer Report, or the Consumer Reporting Agency's investigation of a consumer's dispute.

VI. PRELIMINARY APPROVAL AND SETTLEMENT ADMINISTRATION

1.52 After execution of this Agreement, Class Counsel shall prepare and send to Defense Counsel for their review, comment, and approval, an Unopposed Motion for Preliminary Approval of the Settlement set forth in this Agreement. Helwig shall submit to the Court the Agreement, together with its Exhibits, and shall apply for entry of an order (the "Notice Order"), substantially in the form and content of Exhibit C, requesting, *inter alia*, (a) preliminary approval of the Settlement, (b) preliminary certification of the Preliminary Settlement Class (c) approval for the distribution of the Class Notice substantially in the form and content of Exhibit A, and (d) a time and date for the Fairness Hearing. Should the Court reject or materially alter the Parties' agreed upon Notice Order or Class Notices, then Walgreens will have the option to void the Settlement if the Parties are unable, after good faith negotiations, to agree on a form of Notice Order and Class Notices acceptable to the Court.

1.53 No later than 10 calendar days after the Court enters an order preliminarily approving the Settlement (the "Preliminary Approval Order"), Class Counsel will represent to Defense Counsel in a signed writing that Class Counsel does not represent any client other than Named Plaintiff with known claims against Defendants or any client other than Named Plaintiff who Class Counsel has a basis to believe has a claim against Defendants. Class Counsel shall not represent any Class Member who wishes to opt out of the Settlement.

1.54 The Parties agree on the appointment of the Settlement Administrator to provide notice of the Settlement and Settlement administration. All Settlement Administration Expenses

shall be paid from the Final Payable Amount directly to the Settlement Administrator, subject to court approval. The Settlement Administrator shall perform the following duties:

a. Send the respective Class Notices by email to each Class Member for whom Defendants have an email address or, if an email address is unavailable, to any mailing address provided by Defendants;

b. Skip trace and re-mail all returned, undelivered postal mail within 7 calendar days of receiving notice that the mailing was undeliverable;

c. Establish a website posting information about the Settlement and allowing for the submission of electronic claims;

d. Receive claims submitted by members of the Class, communicate with members of the Class to resolve curable deficiencies with their claims;

e. Receive opt-outs and objections, if any, submitted by Class Members;

f. Establish a fund for the deposit of the Settlement proceeds and deposit those funds into such account upon receipt;

g. Coordinate with Defendants to research and/or investigate any disputes, challenges, or objections submitted by Class Members;

h. Identify and report opt-outs;

i. Prepare and timely circulate a declaration of responses;

j. Prepare and timely circulate a declaration of compliance;

k. Identify any Settlement checks that are not timely cashed in accordance with the terms of this Stipulation and provide such information to the Parties;

l. Confirm to the Parties the payments to be remitted by the Settlement Administrator and mail or electronically deposit Settlement checks to the Class Members, as well as the checks for Attorneys' Fees, Attorneys' Expenses, and the Service Award to Named Plaintiff;

m. Provide written confirmation to the Parties when the Class Notices have been sent pursuant to this Stipulation;

n. Attempt to resolve any disagreement with Class Members, including requesting any information or assistance from Defendants or Class Counsel that the Settlement Administrator believes may assist in resolving the disagreement. Defendants' records shall be presumed to be correct, which may only be rebutted by evidence, including any documentary evidence, submitted by the Class Member;

o. Issue all required tax forms (e.g., 1099s) and provide all required tax reporting;

p. All such other tasks required by this Stipulation, as the Parties mutually agree or as the Court orders; and

q. Serve all CAFA Notices on the appropriate federal and state officials no later than 10 days after the filing of this Stipulation with the Court, provided that the cost for providing such notice shall be paid directly to the Settlement Administrator by Walgreens.

1.55 The Parties agree that, within 14 calendar days after the Court enters the Preliminary Approval Order, Defendants shall provide to the Settlement Administrator the following information about the Class Members, to the extent such information is available in Walgreens's records, in a format requested by the Settlement Administrator: (1) name; (2) email address and telephone number at the time a background check report was requested; (3) the mailing address at the time a background check report was requested; and (4) social security number. The

Settlement Administrator will not divulge this class list or information on this list to Class Counsel or any other attorney representing Named Plaintiff in the Civil Action, other than the number of Class Members. The Settlement Administrator will keep the list strictly confidential, use it only for the purposes described herein, and take adequate safeguards to protect confidential or private information and protect against data breaches. Should the Settlement Administrator receive questions or inquiries from Class Members regarding the Settlement, the Settlement Administrator shall, in the first instance, refer the Class Members to the Class Notice that applies to the inquiring Class Members. If there are subsequent questions or inquiries from the same Class Members, seeking information that is outside the scope of the applicable Class Notice, the Settlement Administrator shall refer such Class Members to Class Counsel. Before mailing any notices sent by First-Class U.S. Mail, the Settlement Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes.

1.56 Within 21 calendar days after receipt of the class data list by the Settlement Administrator, the Settlement Administrator shall email each Class Member the applicable Class Notice or, if no email address is known or the email returned as undeliverable, mail such Class Member the applicable Class Notice via United States Postal Service regular mail. The website created by the Settlement Administrator for this case will include a facility for the electronic submission of claims.

1.57 Any mailed Class Notice returned to the Settlement Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned Class Notice within 7 calendar days of receiving notice that a Class Notice was undeliverable. If no forwarding address appears on the Class Notice, then the Settlement Administrator shall perform a skip-trace on the Class

Member and mail the Class Notice to any current address found thereby within 7 calendar days of receiving notice that a Class Notice was undeliverable. A returned Class Notice will be re-sent only once by the Settlement Administrator. That Class Member will then have until the Bar Date (as defined in Section 1.3) or 10 calendar days after the Class Notice is re-mailed, whichever is later, to submit his or her Claim Form, opt-out, or object to the Settlement. Upon completion of these steps by the Settlement Administrator, Defendants shall be deemed to have satisfied their obligation to provide the Class Notice to Class Members.

1.58 To receive a Claims-Made Payment in addition to their Settlement Class Payment, Class Members must submit a signed, complete, valid, and timely Claim Form either electronically on the website created by the Settlement Administrator for this Settlement, by email to the email address maintained by the Settlement Administrator for receiving Claim Forms, or by mailing a Claim Form to the Settlement Administrator and must not opt-out of the Settlement (“Authorized Claimants”). Subject to court approval, each Class Member shall have until the “Bar Date” to submit a claim, opt-out, or object to the Settlement. Any opt-outs submitted after the Bar Date will not be honored.

1.59 Class Members wishing to opt out of the Settlement must send a signed letter by U.S. Mail to the Settlement Administrator that includes (a) their full name, (b) the last four digits of their social security number, and (c) a clear statement communicating that they elect to be excluded from the Settlement Class, do not wish to be a Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement; and (d) the case name and case number. Class Members must opt-out of the Settlement individually. So-called “mass” or “class” opt outs, whether filed by third parties on behalf of a “mass” or “class” of Class Members or multiple Class Members where no personal statement has been signed by each and every individual Class

Member, are not allowed and will have no force or effect in the Civil Action. To be valid, any opt-out must be postmarked on or before the Bar Date. The date of the U.S. Mail postmark on the return-mailing envelope shall be the exclusive means used to determine whether an opt-out has been timely submitted. Members of the Settlement Classes who fail to submit valid and timely opt-outs on or before the Bar Date shall be bound by all terms of this Settlement, including but not limited to the Releases in Sections 1.46 – 1.51, and the Final Judgment. Any member of the Settlement Classes who submits a timely opt-out may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Stipulation. No later than 12 calendar days after the Bar Date, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a complete list of the Class Members who have effectively opted out of the Settlement together with copies of the opt-out requests. The Settlement Administrator shall have authority to resolve, in good faith, any disputes regarding the validity or timeliness of an opt-out to the Settlement. No person shall have any claim against Defendants, Defense Counsel, Named Plaintiff, Class Counsel, the Settlement Classes, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Stipulation. This provision does not affect or limit in any way the right of review by the Court or referee of any disputed Claim Forms as provided in this Stipulation.

1.60 If a total of two percent (2%) or more of the Class Members timely opt out of the Settlement, Defendants may, but are not required to, elect to void this Stipulation within 14 calendar days after notification by the Settlement Administrator of the number and identity of the total number of opt-out requests. Defendants shall provide written notice of such withdrawal to Class Counsel. In the event that Defendants elect to so withdraw, the withdrawal shall have the same effect as a termination of this Stipulation for failure to satisfy a condition of Settlement, and

the Joint Stipulation shall become null and *void ab initio* and have no further force or effect. In such event, Defendants will remain obligated to fund the Common Fund sufficiently to cover the reasonable and approved costs of the Class Notices and administration up through the date of withdrawal. If Defendants terminate the Stipulation, or the Court denies final approval of the Settlement, the Parties agree to file a joint stipulation to resume litigation of the Civil Action.

1.61 Class Members who do not effectively opt out of the Settlement as provided herein may object to the terms of the Settlement and participate at the Final Approval Hearing described in Section 1.72. Class Members seeking to file a written objection to the terms of the Settlement must submit the written objection to the Settlement Administrator by email or U.S. mail and file it with the Court and provide notice to all counsel identified in Section 1.100 no later than 35 calendar days after the original date on which the Settlement Administrator emails or mails the initial notice. Written objections must be signed by the objector and must include (1) the name of the Civil Action and case number, “*David Helwig et al. v Walgreen Co. and Walgreens Boots Alliance Inc.*, Case No. 1:22-cv-01670;” (2) the objector’s name, address, telephone number, and email address; (3) the basis upon which the objector claims to be a Class Member; (4) the grounds for the objection, including supporting law or evidence, if any; (5) the name and contact information of attorneys representing, advising, or assisting the objector in connection with the objection or who may profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing personally or through counsel. Class Members who fail to submit or file and serve a timely written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from objecting to the terms of the Settlement unless otherwise ordered by the Court. Any interested party can file a reply to any objection to the Settlement no later than 5 court days before the Final Approval Hearing, or as

otherwise directed by the Court. To the extent a timely objection is withdrawn before final approval, such an objection shall be treated as though no objection has been made.

1.62 Members of the Class who do not submit a signed, complete, valid, and timely Claim Form will not be entitled to a Claims-Made Payment or any payment in addition to the Settlement Class Payment. The deadline to submit claims shall be conspicuously stated on the Class Notices and posted on the Settlement Administrator's website for this Settlement. To be timely, a Claim Form must be postmarked by or before the Bar Date or submitted electronically by 11:59:59 p.m. CT on the Bar Date. It shall be conclusively presumed that, if a Claim Form is not electronically submitted or postmarked on or before the Bar Date, the Class Member did not return the Claim Form in a timely manner. Notwithstanding the foregoing, however, Class Counsel and counsel for Defendants shall confer to determine whether to permit distribution to members of the Class for any Claim Form received after the Bar Date.

1.63 Upon receipt of any Claim Form on or before the Bar Date, the Settlement Administrator shall review the Claim Form to verify the information contained therein, to identify any concerns about a fraudulent Claim Form or deficiencies, and to determine the eligibility of the person submitting the Claim Form to receive a Claims-Made Payment. In the event that a Claim Form is defective or incomplete, the Settlement Administrator shall follow the process specified below in Section 1.64. In the event the Settlement Administrator is unclear whether a deficiency exists with a Claim Form, the Settlement Administrator shall send (via email) to Class Counsel and Defense Counsel a copy of the Claim Form to be reviewed. The Parties agree to work in good faith to determine whether the Claim Form should be deemed valid or deficient.

1.64 Claim Forms that do not meet the requirements set forth in the Claim Form instructions shall be rejected. Each Claim Form shall be submitted to and reviewed by the

Settlement Administrator, who shall determine (in accordance with this Stipulation and the Settlement Administration Protocol) the extent, if any, to which the claim shall be allowed. The Settlement Administrator will give notice to the member of the Class of the deficiency and 7 calendar days to respond to any such deficiency. Where a good faith basis exists, the Settlement Administrator may reject a member of the Class's Claim Form for the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The person submitting the Claim Form requests that payment be made to a person or entity other than the member of the Class for whom the Claim Form is submitted;
- f. Failure to submit a Claim Form by the Bar Date; and/or
- g. The Claim Form otherwise does not meet the requirements of this Stipulation.

1.65 Claim Forms that do not meet the terms and conditions of this Stipulation, after the member of the Class has been notified of the deficiency and given 7 calendar days to correct it, shall be promptly rejected by the Settlement Administrator. The Settlement Administrator shall have 7 calendar days from the Bar Date or, in the case of a deficient Claim Form, 7 calendar days from the deadline for the member of the Class to respond to the deficiency, to exercise the right of rejection. The Settlement Administrator shall use the contact information provided in the Claim Form to notify the member of the Class of the rejection. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to members of the Class. If any member of the Class whose Claim Form has been rejected, in whole or in part, desires to contest such rejection,

the member of the Class must, within 10 calendar days from receipt of the rejection, transmit to the Settlement Administrator by e-mail or U.S. mail a notice and statement of reasons indicating the grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of the Claim Form. If Class Counsel and Defense Counsel cannot agree on a resolution of the member of the Class's notice contesting the rejection, the disputed Claim Form shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution.

1.66 Within 10 calendar days after the later of the final Bar Date or the resolution of all deficient Claim Forms, the Settlement Administrator shall provide Class Counsel and Defense Counsel a declaration containing information for seeking final approval of the Stipulation, which shall include, inter alia: confirmation that the applicable Class Notices and related forms were emailed and/or mailed to all Class Members as required by this Stipulation; the date(s) the applicable Class Notices and related forms were emailed; the number of instances the Class Notices were emailed; the number of instances the Class Notices were undeliverable by email; the date(s) the Class Notice was mailed; the number of instances the Class Notice was mailed; the number of instances the Class Notice was undeliverable mail; and the number of valid Claim Forms submitted, the number of opt-out requests, and objections, as well as any additional information Class Counsel deems appropriate to provide to the Court.

1.67 Within 10 calendar days after the later of the final Bar Date or the resolution of all deficient Claim Forms, the Settlement Administrator shall promptly provide a written report to Defense Counsel and Class Counsel of the Final Payable Amount, including the total number of Authorized Claimants, the total amount to be distributed to Class Members, including the total

amount to be distributed as the Settlement Class Payment, and the total amount to be distributed as the Claims-Made Payment, including the pro rata amount each Claims-Made Class Member will receive, as well as the amount of Settlement Administration Expenses. After receiving the Settlement Administrator's report, Class Counsel and Defense Counsel shall jointly review the same to determine if the calculation of payments to Authorized Claimants is consistent with this Stipulation and shall notify the Settlement Administrator and opposing counsel of any inconsistencies within 5 business days of receiving the Settlement Administrator's initial report.

1.68 Within 14 calendar days after the Final Effective Date, Defendants shall make a wire transfer to an account created by the Settlement Administrator in an amount equal to the Final Payable Amount.

1.69 The following administrative requirements also apply:

a. The checks that the Settlement Administrator issues from the Final Payable Amount shall be valid for 60 calendar days. To the extent any check is not deposited or cashed within 60 calendar days, that amount shall be remitted to a mutually agreed upon *cy pres* recipient approved by the Court.

b. Provided the Settlement Administrator has first received an executed IRS W-9 form from Named Plaintiff, the Settlement Administrator shall distribute the Court-approved Service Award to Named Plaintiff within 14 calendar days after receipt of the Final Payable Amount.

c. Provided the Settlement Administrator has first received an executed IRS Form W-9 from Class Counsel, and subject to court approval, payment of Class Counsel's Attorneys' Fees and Attorneys' Expenses shall be made by wire transfer by the Settlement Administrator to an account Class Counsel designates within 14 calendar days after receipt of the

Final Payable Amount, provided Class Counsel first provides the Settlement Administrator the requisite wire transfer instructions. Upon payment of Class Counsel's Attorneys' Fees and Expenses, Defendants shall have no other payment obligations owed to Class Counsel relating to this case for any amount, individually or collectively, directly or indirectly, unless ordered by the Court, including, by way of example and not by limitation, a motion to enforce the terms of this Stipulation. Defendants reserve the right to oppose any fee request made in connection with any efforts to enforce the terms of this Stipulation, including, but not limited to, any motion to enforce the terms of this Stipulation.

1.70 Defendants shall not be obligated to make any payments contemplated by this Stipulation unless and until the Court enters the Final Approval Order and Final Judgment, and after the Final Effective Date, and no amounts will be owed or payable until any appeals or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement and no further appellate review of the Settlement is possible.

VII. FINAL APPROVAL HEARING, NOTICE, ORDER, AND JUDGMENT

1.71 Named Plaintiff will request, and Defendants will concur in the request, that, after a Final Approval Hearing, the Court enter a Final Approval Order and Judgment. Class Counsel shall draft the Final Approval Order and Judgment in a form that is consistent with this Stipulation, the Court's Order(s) and subject to Defense Counsel's prior review and approval. Class Counsel shall provide Defense Counsel with a reasonable opportunity to review, provide comments on, and approve the Final Approval Order and Judgment of the Settlement and supporting papers at least 14 calendar days before the Motion and supporting papers are filed with the Court. Named Plaintiff shall timely file in advance of the Final Approval Hearing a Motion for Final Approval in the Civil Action, which will be subject to Defense Counsel's review and approval, requesting that the Court enter the Final Approval Order and Judgment:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of Attorneys' Fees and Attorney Expenses;
- c. Approving the Service Award to Named Plaintiff;
- d. Approving the Settlement Administration Expenses;
- e. Entering judgment permanently barring and enjoining the Class Members who did not effectively opt out from prosecuting against Defendants and the Released Parties any individual or class claims released herein upon satisfaction of all payments and obligations hereunder;
- f. Directing that the Civil Action be dismissed with prejudice; and
- g. Reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Stipulation and the Final Judgment.

1.72 The Parties contemplate that the Court will hold a Final Approval Hearing at which the Court will approve, in final, the Stipulation, enter the Judgment, and make such other final rulings as are contemplated by this Stipulation. The date of the Final Approval Hearing shall be set by the Court and notice of such hearing shall be provided to the members of the Settlement Classes and in the Class Notices, although such hearing may be continued by the Court without further notice to members of the Settlement Classes, other than those who object. To allow for all the events set forth in this Stipulation to occur, the Parties shall request the Court schedule the Final Approval Hearing no sooner than 120 days after entering the Preliminary Approval Order, provided all contests to rejections and all deficiencies in Claim Forms have been resolved pursuant to Sections 1.64, and Defendants have been provided their right to terminate the Agreement, if

applicable, pursuant to Section 1.80. The Court may, in its discretion, schedule the Final Approval Hearing virtually.

1.73 This Settlement will become effective on the Final Effective Date.

VIII. ADMINISTRATION AND SUPERVISION OF THE SETTLEMENT FUND

1.74 Class Counsel, by and through the Settlement Administrator, will oversee the Class Notices, class administration and distributions from the Final Payable Amount in accordance with this Stipulation. On completion of the administration of the Settlement, Class Counsel shall provide or cause to be provided to the Court a final, written report on the administration of the Settlement and the Final Payable Amount. Defense Counsel shall have reasonable access to all documents and information relating to compliance and administration of the Settlement, with the right, but not the obligation, to review and audit the documents to determine full compliance with the terms of the Settlement.

1.75 No person shall have any claim against Class Counsel based on the monetary payments made substantially in accordance with this Stipulation and the Settlement contained herein, or further order(s) of the Court.

IX. CLASS COUNSEL'S ATTORNEY FEES, REIMBURSEMENT OF EXPENSES, AND PAYMENT OF ADDITIONAL COSTS

1.76 The Settlement Administrator will pay all of the costs associated with the Class Notices and all other fees and costs associated with any and all of its responsibilities under this Stipulation using the Final Payable Amount.

1.77 Class Counsel shall make an application to the Court for an award of Attorneys' Fees of \$750,000.00 from the Common Fund. Class Counsel also shall make an application to the Court for reimbursement of Attorneys' Expenses not to exceed \$30,000.00 from the Claims-Made

Payment portion of the Common Fund. Class Counsel's application shall be filed 7 days prior to the Final Approval Hearing.

1.78 Helwig shall make an application to the Court for the Service Award in an amount not to exceed \$15,000.00. In exchange for this Service Award, Helwig agrees to a full release of any and all claims that he may have or had against Walgreens in a form to be agreed by the Parties..

X. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

1.79 The Parties estimate that the Class consists of 2,625 individuals, which is a material term of this Settlement Stipulation.

1.80 Helwig or Walgreens, at either of their sole discretion, shall each have the right to terminate the Settlement and this Stipulation, including dissolution of the Preliminary Settlement Class, if any of the following conditions subsequently occurs ("Terminating Events"):

- a. The final class size exceeds 2,625 Class Members.
- b. The Court's refusal to preliminarily or permanently approve this Stipulation or any material part of it;
- c. The Court requires a notice program in addition to or substantially different from that set forth herein;
- d. The Court orders Walgreens to pay Attorneys' Fees, with respect to the Civil Action, greater than as provided in Section 1.77;
- e. The Court orders Walgreens to pay, with respect to the Civil Action, any amount above the Common Fund;
- f. The Court declines to enter the Final Judgment in any material respect; or

g. The Final Judgment is reversed, vacated or modified in any material respect by the Seventh Circuit Court of Appeals, the United States Supreme Court, or adverse action being taken by any other trial court or appellate court in any jurisdiction.

1.81 The failure of the Court or any appellate court to approve in full the request by Class Counsel for Attorneys' Fees, Attorneys' Expenses, the Service Award to Named Plaintiff, or any other expense or cost shall not be grounds for Helwig, any member of the Settlement Classes, or Class Counsel, to terminate this Stipulation.

1.82 If either party exercises their respective rights to terminate this Settlement and Stipulation, they shall terminate the Settlement and this Stipulation, including dissolving the Preliminary Settlement Class, by delivering written notice of the electing party's election to do so ("Termination Notice") to all other parties hereto within 30 days of a Terminating Event or within 30 days of any event described in 1.80. If a Termination Notice is so provided, then the Settlement and this Stipulation shall be canceled and terminated unless and until Class Counsel and Defense Counsel mutually agree in writing to proceed with the Stipulation.

1.83 If the Settlement and this Stipulation are terminated as provided for herein, then: (a) this Stipulation shall be null and void and of no further force and effect, including voiding the Preliminary Settlement Class; (b) the Parties shall be restored to their respective positions in the Civil Action immediately prior to the execution of this Stipulation; (c) this Stipulation shall not be used in the Civil Action or in any other proceeding for any purpose; and (d) any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

1.84 Upon the filing of the Stipulation with the Court and the Court's approval of this Stipulation, all proceedings shall be stayed until further order of the Court except such proceedings

as may be necessary either to implement the Stipulation or to comply with or effectuate the terms of this Stipulation.

XI. MISCELLANEOUS PROVISIONS

1.85 The Parties: (a) acknowledge that it is their intent to consummate this Stipulation, and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation.

1.86 Walgreens, Class Counsel, and/or Named Plaintiff shall not encourage any person to request exclusion from membership in the Settlement Classes, encourage any person to object to the Settlement, or discourage any person from participating in the distribution of the proceeds of the Settlement.

1.87 Named Plaintiff and Class Counsel acknowledge that they have diligently investigated Defendants' compliance with the FCRA, including Defendants' "adverse action" policies and procedures. Named Plaintiff and Class Counsel acknowledge that their investigation included, but was not limited to, reviewing and analyzing: (i) documents produced by Defendants in informal discovery propounded by Named Plaintiff to Defendants in the Civil Action, including Named Plaintiff's Requests for Information; and (ii) detailed information which Defendants provided to Named Plaintiff prior to and during mediation and subsequent settlement discussions.

1.88 Class Counsel, on behalf of the Settlement Class, is expressly authorized by Helwig to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Settlement Class which they deem appropriate.

1.89 This Stipulation shall be binding on, and inure to the benefit of, the successors and assigns of the Parties, unless it is vacated by the Court or terminated pursuant to Section 1.80.

1.90 Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement shall constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or evidence of: (a) the validity of any Released Claim, or of any wrongdoing, liability or any violation of any statute, law or regulation of Released Defendants; or (b) the propriety of certifying a litigation class in the Civil Action, or any other proceeding. Nor shall the Stipulation or Settlement be used as an admission of, or evidence of, any fault or omission by the Released Defendants in any legal proceeding in any court, administrative agency or other tribunal. Released Defendants may file the Stipulation and/or the Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

1.91 Helwig, Class Counsel and Walgreens each agree to use their best efforts to defend the Settlement from any legal challenge, whether by appeal or collateral attack.

1.92 Named Plaintiff and Class Counsel agree that they will not hold any press conference, send or post, or cause to be issued, sent or posted any press release, posting, email, or other verbal or written communication to any electronic, print, or digital media, blogs, or social networking sites, including LinkedIn, Instagram and Twitter (collectively, the “Media”), regarding the Litigation, the parties’ settlement discussions, the existence and/or terms of this Agreement, and/or the facts leading up to the same. If contacted by any member of the Media, or any other individuals through any member of the Media, Named Plaintiff and/or Class Counsel

will simply state that the Litigation has been resolved. Nothing herein shall prevent Class Counsel or the Administrator from communicating with Class Members who contact them or as otherwise provided in this Agreement.

1.93 The Released Defendants and Helwig agree that each has complied fully with the stricture of Rule 11 of the Federal Rules of Civil Procedure and the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.*, and the Final Judgment will contain a statement to reflect this compliance.

1.94 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

1.95 This Stipulation and the Exhibits attached hereto constitute the entire agreement between the Parties and no representations, warranties or inducements have been made to any party concerning the Stipulation or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

1.96 This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors in interest.

1.97 This Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Illinois and the rights and obligations of the Parties to this Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois without giving effect to the State's choice of law provisions.

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

1.99 The Parties and their counsel agree to use their best efforts to obtain court approval of this Stipulation.

1.100 Except for the Class Notices and the CAFA Notice, all notices or formal communications under this Stipulation shall be in writing and shall be given: (a) by hand delivery; (b) by registered or certified mail, return receipt requested, postage prepaid; or (c) by Federal Express or similar overnight courier to counsel for the party to whom notice is directed at the following addresses.

For Helwig and the Settlement Class:

Matthew A. Dooley
Stephen M. Bosak
Patrick M. Ward
DOOLEY GEMBALA McLAUGHLIN PECORA, LPA
5455 Detroit Road
Sheffield Village, Ohio 44054

For Released Defendants:

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110 N. Upper Wacker Drive
Chicago, IL 60606

W. John Lee
Chloe Keating Leigh
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19010

1.101 This Stipulation is the entire, complete agreement of each and every term agreed to by Helwig and the Settlement Class on the one hand and Defendants on the other hand. In entering into this Stipulation, Helwig and the Settlement Class have not relied on any warranty or representation not specifically set forth herein. This Stipulation may be amended or modified only by a written instrument signed by Class Counsel and Defense Counsel.

1.102 The headings in this Stipulation are for the convenience of the reader only and shall not affect the meaning or interpretation of this Stipulation.

1.103 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Stipulation shall continue in full force and effect without such provision, unless the deletion of such provision materially changes the terms or effect of this Stipulation.

1.104 None of the Parties to this Stipulation shall be considered to be the primary drafter of this Stipulation or any provision hereof for the purposes of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

1.105 The individuals signing this Stipulation on behalf of the Released Defendants represent that they are fully authorized to enter into, and to execute, this Stipulation. Class Counsel represent that they are fully authorized to conduct settlement negotiations on Helwig's behalf, and to enter into, and to execute, this Stipulation on behalf of the Settlement Class, subject to court approval pursuant to Fed. R. Civ. P. 23(e). Helwig enters into and executes this Stipulation on behalf of himself, and as a representative of and on behalf of the Settlement Class, subject to court approval pursuant to Fed. R. Civ. P. 23(e).

1.106 Each of the Parties has had an opportunity to receive, and has received, independent legal advice from his or their attorneys regarding the advisability of this proposed Settlement, and to answer any questions about the Settlement, and the legal consequences of this Stipulation, and fully understands and accepts the terms of this Stipulation.

1.107 Neither this Agreement, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports of accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse

to Walgreens, including any evidence of a presumption, concession, indication or admission by Walgreens of any liability, fault, wrongdoing, omission, concession or damage. Nor shall this Agreement be disclosed, referred to, offered or received in evidence against Walgreens in any further proceeding in the Civil Action, or in any other civil, criminal, or administrative action or proceeding except for purposes of settling the Civil Action or enforcing the Settlement of the Civil Action.

1.108 Class Members shall be solely responsible for any and all taxes arising out of the payments under this Agreement.

1.109 Helwig, Class Counsel, and the Released Defendants may execute this Stipulation in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile and electronic signatures shall be considered as valid signatures as of the date signed. This Stipulation shall not be deemed executed until signed by Helwig, Class Counsel, and authorized representatives of the Released Defendants.

Submitted and stipulated by:

Attorneys for Plaintiff

/s/ Matthew A. Dooley

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***David Helwig, on Behalf of
Himself and All Others Similarly
Situated v. Walgreen Co., et al.***

Case No. 1:22-cv-01670

**Exhibits to
Stipulation of Settlement**

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU APPLIED FOR EMPLOYMENT WITH WALGREEN CO. (“WALGREENS”) AND WALGREENS OBTAINED A BACKGROUND REPORT AND MAY HAVE DENIED YOU EMPLOYMENT BASED ON THAT REPORT BETWEEN MARCH 30, 2020 AND MAY 17, 2022.

YOU ARE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide monetary relief to pay claims to persons who applied for a job with Walgreens and may have been denied employment based in whole or in part on a background check (consumer report).
- The settlement resolves a lawsuit that alleges violations of the Federal Fair Credit Reporting Act (“FCRA”) with respect to how Walgreens notified applicants that they were denied employment due to information in their background checks (consumer reports). Walgreens denies that it violated the FCRA in any way. The settlement avoids costs and risks to you from continuing the lawsuit; pays money to persons like you; and releases Walgreens from liability.
- The proposed Settlement Class includes “any applicant for employment with Walgreens, who, between March 30, 2020 and May 17, 2022, (i) was rejected from employment due to the results of a criminal background check, and (ii) received one or both of the Disposition Emails between the date on which they received a pre-adverse action notice and the date on which they received a final adverse action notice.”
- You may be eligible for a cash payment of:
 - (1) an amount up to \$100.00 because Walgreens disqualified you from employment between March 30, 2020 and May 17, 2022 and sent you one or both of the Disposition Emails before you received a final adverse action notice; and/or
 - (2) an additional amount of up to \$818.28 (subject to the amount of claims received in excess of 50%) **if** you intended to contact Walgreens to explain the circumstances of any information in your background check or would have disputed whether information was accurate or complete, but did not do so because you received a Disposition Email before you had an opportunity to contact Walgreens.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If the Court approves the settlement, the payments described in this notice under (1) above will be sent to you automatically. You will not be able to sue Walgreens for claims arising from the same facts alleged in this case.
FILE A CLAIM FORM	You must file a valid claim to receive the additional amount described in this notice under (2) above. If the Court approves the settlement, the payments described in this notice under (2) will be sent to you if you file a valid claim form on or before _____. The claim form is included with this Notice.

EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Walgreens about the legal claims in this case.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

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BASIC INFORMATION

1. Why did I get this notice package?

You received this notice because the records of Walgreens show that you applied for a job at Walgreens and may have been denied employment based in whole or in part on a background check between March 30, 2020 and May 17, 2022.

The Court sent you this notice because you have a right to know about a proposed settlement of a Class Action lawsuit, and about your options, before the Court decides whether to approve this Settlement. If the Court approves the Settlement and after objections and appeals are resolved, a settlement administrator will distribute the benefits the Settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of Illinois, and the case is known as *Helwig v. Walgreen Co., et al.*, Case No. 1:22-cv-01670. The person who sued is called the Plaintiff, and the company he sued, Walgreens, is called the Defendant.

2. What is this lawsuit about?

This lawsuit alleges that Walgreens did not comply with the Fair Credit Reporting Act in the manner in which it notified job applicants that they were disqualified from employment due to the background check. If you are a Class Member, Walgreens denied you from employment based on the results of your background check and sent you one of the Disposition Emails. The suit alleges that Walgreens violated a federal law – the FCRA – by sending you one of the Disposition Emails too soon after you received a copy of your background check report from one of Walgreens’s background check vendors.

Walgreens disputes the allegations, denies all liability in this case, and takes the position that its processes complied with the FCRA. No court has found that Walgreens violated the law in any way. No court has found that the Plaintiff could recover any amount in this litigation. Although the Court has authorized Notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case David Helwig), sue on behalf of people who have similar claims. Collectively these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge John F. Kness is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Walgreens. The Plaintiff thinks he could have won at trial. Walgreens thinks the Plaintiff would not have won at trial. But there will be no trial. Instead, both sides agreed to a settlement. In addition, both sides agree that Walgreens is not admitting any liability or that Walgreens did anything wrong. That way, both sides avoid the cost and risk of a trial.

WHO IS IN THE SETTLEMENT?

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

You are a member of this Settlement Class because Walgreens denied you employment on or after March 30, 2020 through May 17, 2022 (“Class Period”) because of information in your background check report and sent you one or both of the Disposition Emails before you received a final adverse action notice.

Specifically, for the purposes of settlement only, the Court has provisionally certified one Class defined as follows:

1. Preliminary Settlement Class:

Any applicant for employment with Walgreens, who, during the Class Period, was rejected from employment due to the results of a criminal background check and received one or both of the Disposition Emails between the date on which they received a pre-adverse action notice and the date on which they received a final adverse action notice, but specifically does not include those individuals who timely opt-out of the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET?

6. What does the settlement provide and what is the amount of my payment?

Walgreens has agreed to pay a maximum of \$2,250,000.00 (the “Common Fund”) to settle all claims presented by this Lawsuit.

You are a member of the Preliminary Settlement Class and are entitled to an automatic payment of \$100.00. Additionally, **if you submit a valid claim form**, you will receive an additional payment of up to \$881.28. If the claims rate exceeds 25%, i.e., if more than 25% of the Class Members submit a valid claim form, your additional payment will be reduced on a pro rata or proportional basis. The least you will receive is \$455.34 if all Class Members submit a valid claim form.

HOW DO YOU GET A PAYMENT?

7. How can I get a payment?

If you do nothing, you will automatically receive the \$100.00 payment for the Preliminary Settlement Class. To receive the additional eligible payment, you will need to submit a valid claim form. The claim form is included with this Notice and can be submitted via regular mail or via the Settlement Website (www._____.com). **You must submit your claim form by _____.**

8. When would I get my payment?

The Court will hold a hearing on _____, to decide whether to approve the settlement. If the Court approves the settlement after that, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone will be informed of the progress of the settlement. Please be patient.

9. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against Walgreens about the legal issues in this case. It also means that all of the Court’s orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, but you want to keep the right to sue or continue to sue Walgreens on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

10. How do I opt out of the settlement?

If you intend to exclude yourself from being a Class Member, you must mail a written, signed statement to the Settlement Claims Administrator at the address below stating, “I opt out of the *Helwig v. Walgreens* settlement,” and include your name, address, and telephone number (the “Opt-out Statement”). To be effective, the Opt-out Statement must be mailed to the Settlement Claims Administrator and postmarked by [insert date 30 days from date of mailing].

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

If you opt out, you will not get any settlement payment, and you cannot object to the settlement. If you do not opt-out within the time limit set forth above, you will be bound by the terms of the Settlement Agreement.

11. If I don't exclude myself, can I sue Walgreens for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Walgreens for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is _____.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court appointed the law firm of Dooley, Gembala, McLaughlin & Pecora Co., LPA to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged directly for these lawyers. They will be compensated from the Common Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of \$750,000.00 from the Common Fund for attorney's fees incurred to prosecute the case. This payment does not affect the amount of the payment(s) to Class Members. The fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment of its litigation expenses and a service award payment up to \$15,000.00 to David Helwig for his service as Class Representative. These expenses will be paid from the Common Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

15. How do I tell the Court that I do not like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter or email saying that you object to *Helwig v. Walgreens*. Be sure to include your name, address, telephone number, email address, your signature, and the reasons you object to the settlement. Mail the objection to the Settlement Administrator, _____ [insert address and email address] no later than _____.

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

17. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing on _____, at the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Kirkson United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Helwig v. Walgreens*". Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than _____ and be sent to the Clerk of the Court at the address listed in Question 17 above. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will receive only the \$100.00 payment listed above, and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Walgreens about the legal issues in this case, ever again. You must submit a valid claim form to receive both payments listed above.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to the Settlement Administrator at [address and email address] or by visiting www._____.com.

22. How do I get more information?

You can call 1-800-_____ toll free; write to Walgreens Settlement, ATTN: Settlement Administrator, _____; or visit the website at www._____.com where you will find answers to common questions about the settlement, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

***David Helwig, on Behalf of
Himself and All Others Similarly
Situating v. Walgreen Co., et al.***

Case No. 1:22-cv-01670

**Exhibits to
Stipulation of Settlement**

EXHIBIT B

Helwig v. Walgreen Co. and Walgreens Boots Alliance, Inc. Settlement Administrator
P.O. Box xxxx
City, ST xxxxx-xxxx

<<Barcode>>
Postal Service: Please do not mark barcode
Claim#: JPK-<<ClaimID>>-<<MailRec>>
<<First 1 >> <<Last 1 >>
<<CO >>
<<Addr2 >>
<<Addr1 >>
<<City>>, <<St>> <<Zip>>
<<Country>>

CLAIM FORM

PLEASE FILL OUT THIS CLAIM FORM IF YOU WOULD LIKE TO **RECEIVE AN ADDITIONAL PAYMENT UP TO \$881.28** IN THE CLASS ACTION SETTLEMENT REACHED IN HELWIG V. WALGREEN CO. AND WALGREENS BOOTS ALLIANCE, INC., INC, NO. 1:22-cv-01670 (N.D. Ill.).

<i>Type or Print in the Boxes Below. Do NOT Use Red Ink, Pencil, or Staples.</i>		
First Name	MI	Last Name
Mailing Address		
City	State	Zip
Tel (Day):	Tel (Eve):	
Email Address:		

SIGNATURE AND CERTIFICATION UNDER PENALTY OF PERJURY

By signing below, I certify under penalty of perjury the following:

I previously applied for a job at Walgreen Co. (“Walgreens”) and was rejected between March 30, 2020, and May 17, 2022, because of the results of the background check that Walgreens obtained in connection with my application.

I was not able to attain employment with another employer within thirty (30) days of my rejection from employment with Walgreens.

I would have explained the circumstances of any information in my background check or would have disputed whether information was accurate or complete, but I did not do so because I received an email from Walgreens that notified me that I was not qualified for the role.

I understand that I might be contacted by the Settlement Administrator and/or Class Counsel to verify my eligibility for this benefit.

<u>Signature:</u>	<u>Date (mm/dd/yyyy):</u>
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Your Claim Form must be postmarked, emailed, or submitted online at [URL] no later than [date]. If you have any questions, please call [XXX-XXX-XXXX] or visit [URL].

***David Helwig, on Behalf of
Himself and All Others Similarly
Situated v. Walgreen Co., et al.***

Case No. 1:22-cv-01670

**Exhibits to
Stipulation of Settlement**

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**DAVID HELWIG, on Behalf of Himself
and All Others Similarly Situated,**

Plaintiff,

vs.

WALGREEN CO., et al.

Defendants.

CASE NO. 1:22-cv-01670

JUDGE JOHN F. KNESS

**PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

The Unopposed Motion of Plaintiff David Helwig (“Plaintiff” for Preliminary Approval of Class Action Settlement (“Motion”) was submitted to the Court on June 12, 2023. The Court, having considered the Stipulation of Settlement,¹ and the Settlement Protocol, the Class Notice, the calculation of settlement payments, and the declaration of counsel filed concurrently with this Motion; having considered Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement, memorandum of points and authorities in support thereof, and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court **GRANTS** preliminary approval of the class action settlement as set forth in the Stipulation and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the

¹ All capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed to them in the Stipulation of Settlement.

range of approval as fair, adequate, and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the settlement is the result of arm's-length negotiations conducted after Plaintiff and/or his counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of experienced mediator Rodney A. Max in the settlement process supports the Court's conclusion that the settlement is non-collusive and reasonable. The settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

2. Class Members who do not effectively opt out of the Settlement as provided herein may object to the terms of the Settlement and participate in the Final Approval Hearing. Class Members seeking to file written objection to the terms of the Settlement must submit the written objection to the Settlement Administrator and/or file it with the court and provide notice to all counsel identified in Section 1.100 of the Stipulation of Settlement no later than thirty (30) calendar days after the original date on which the Settlement Administrator emails or mails the initial notice. Written objections must be signed by the objector and must include (1) the name of the Civil Action and case number, "*Helwig v. Walgreens*, Civil Action No. 1:22-cv-01670;" (2) the objector's name, address, telephone number, and email address; (3) the basis upon which the objector claims to be a Class Member; (4) the ground for the objection, including supporting law or evidence, if any; (5) the name and contact information of attorneys representing, advising, or assisting the objector in connection with the objection or who may profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing personally or through counsel. Any interested party can file a reply to any objection to the Settlement no later than five (5) court days before the Final Approval Hearing, or as otherwise directed by the Court. To the extent a timely objection is withdrawn before final

approval, such an objection shall be treated as though no objection has been made.

3. The procedures and requirements for submitted objections in connection with the Final Approval hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

4. For purposes of the Settlement, the Court finds that the proposed Settlement Classes are ascertainable and that there is a sufficiently well-defined community of interest among the Class Members in questions of law and fact. Therefore, for Settlement purposes only, the Court grants conditional certification of the following Settlement Class as follows:

The **Preliminary Settlement Class**, which includes:

Any applicant for employment with Walgreens, who, during the Class Period, (i) was rejected from employment due to the results of a criminal background check, and (ii) received one or both of the Disposition Emails between the date on which they received a pre-adverse action notice and the date on which they received a final adverse action notice, but specifically does not include those individuals who timely opt-out of the Settlement.

5. For purposes of the Settlement, the Court designates David Helwig as Class Representative, and designates Dooley, Gembala, McLaughlin & Pecora Co., LPA as Class Counsel.

6. The Court designates American Legal Claim Services, LLC as the third-party Settlement Administrator for disseminating notices.

7. The Court approves, as to form and content, the Class Notice attached as Exhibit A to the Stipulation.

8. The Court finds that the form of notice to the Settlement Class Members regarding the pendency of the action and of the Settlement Agreement and the methods of giving notice to

Settlement Class Members constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all Class Members. The form and method of giving notice complies fully with the requirements of the Federal Rules of Civil Procedure and the United States Constitution and other applicable law.

9. The Court further approves the procedures for Class Members to opt out of or object to the settlement, as set forth in the Class Notice and the Settlement Agreement. Class Members wishing to opt out of the Settlement must send a signed letter by U.S. Mail to the Settlement Administrator that includes (a) their full name, (b) the last four digits of their social security number, (c) a clear statement communicating that they elect to be excluded from the Settlement Classes, do not wish to be a Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement; and (d) the case name and case number. Class Members must opt-out of the Settlement individually. Any opt-out must be postmarked on or before the Bar Date.

10. The Court directs the Settlement Administrator to send the Class Notice to Settlement Class Members in accordance with the terms of the Stipulation.

11. The Final Approval Hearing on the question of whether the Stipulation should be finally approved as fair, reasonable, and adequate is scheduled on _____, 2023, at ____ a.m./p.m. in Courtroom 2125 of this Court, located at United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Kirkson United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. The Court may, in its discretion, schedule the Final Approval Hearing virtually. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

12. At the Final Approval Hearing, the Court will consider: (a) whether the Stipulation of Settlement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Stipulation of Settlement should be entered; and (c) whether Plaintiff's request for a Service Award, Settlement Administration Expenses, and Class Counsel's Attorneys' Fees and Expenses should be granted.

13. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for the final approval of the settlement and Plaintiff's request for a Service Award, Settlement Administration Expenses, and Class Counsel's Attorneys' Fees and Expenses prior to the Final Approval Hearing according to the time limits set by the Federal Rules of Civil Procedure.

14. Pending the Final Approval Hearing, all proceedings in this action other than proceedings necessary to carry out or enforce the terms and conditions of the settlement and this Order, are stayed.

15. Counsel for the Parties are hereby authorized to use all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

16. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the settlement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated:

The Honorable John F. Kness
United States Judge