

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), the Drug Enforcement Administration (“DEA”), and the Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program (collectively, the “United States”); Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Rite Aid of Connecticut, Inc., Rite Aid of Delaware, Inc., Rite Aid of Maryland, Inc., Rite Aid of Michigan, Inc., Rite Aid of New Hampshire, Inc., Rite Aid of New Jersey, Inc., Rite Aid of Ohio, Inc., Rite Aid of Pennsylvania, Inc., and Rite Aid of Virginia, Inc., for themselves and their respective bankruptcy estates, and their successors and assigns, including any reorganized debtors, any statutory bankruptcy trustees, and any estate representatives appointed pursuant to 11 U.S.C. § 1123(b)(3)(B) (collectively, “Rite Aid”); and Andrew White, Mark Rosenberg, and Ann Wegelin (collectively, “Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Rite Aid and other non-defendant subsidiaries and affiliates are headquartered in Philadelphia, Pennsylvania and operate a large network of retail pharmacies. These pharmacies dispense prescription drugs, including controlled substances, to their customers.

B. On October 2, 2019, Relators filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania captioned *United States ex rel. White et al. v. Rite Aid Corp. et al.*, Case No. 2:19-cv-04557, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b). This matter was subsequently transferred to the United States District Court for the Northern District of Ohio and captioned *United States ex rel. White et al. v. Rite Aid Corp. et al.*, Case No. 1:21-cv-01239 (“the Civil Action”). The United States intervened in the

Civil Action, in part, on November 18, 2022, and filed a complaint in intervention (Dkt. No. 38, “the United States’ Complaint”) on March 13, 2023.

C. On October 15, 2023, Rite Aid and certain subsidiaries and affiliates (collectively, the “Debtors”) filed for protection under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) in the jointly administered cases styled, *In re Rite Aid Corp., et al.*, Bankr. Case No. 23-18993-MBK (Bankr. D.N.J.) (the “Chapter 11 Cases”).

D. The United States contends that Rite Aid submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”), the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”), and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

E. The United States contends that it has certain civil claims against Rite Aid arising from conduct alleged in the United States’ Complaint filed in the Civil Action, including under the False Claims Act (“FCA”), 31 U.S.C. § 3729, *et seq.* and the Controlled Substances Act (“CSA”), 21 U.S.C. § 801, *et seq.*, and its implementing regulations.

F. The United States also contends that it has civil claims under the CSA, 21 U.S.C. § 801, *et seq.*, and its implementing regulations against Rite Aid arising from conduct committed in Washington State and not alleged in the United States’ Complaint filed in the Civil Action. Specifically, the United States contends that, between January 2017 and January 2022, Rite Aid pharmacy retail stores located in Washington State violated 21 U.S.C. § 842(a)(1) by filling prescriptions for controlled substances issued by individual practitioners who did not have valid state licenses to practice medicine or otherwise lacked state prescribing authority to prescribe controlled substances (the “Washington Investigation”).

G. Paragraphs E and F above are collectively referred to below as the “Covered Conduct.”

H. This Agreement is neither an admission of liability by Rite Aid nor a concession by the United States that its claims are not well-founded.

I. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement related to the government’s recovery under the FCA in the Civil Action and to Relators’ reasonable expenses, attorneys’ fees, and costs.

J. The Parties have negotiated this Agreement in good faith and at arm’s length and intend the Agreement to be consummated through the Chapter 11 Cases. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Rite Aid shall (a) pay to the United States \$7,500,000 (“Upfront Settlement Payment”) no later than 10 days after the effective date of a chapter 11 plan of reorganization, together with all exhibits, schedules, supplements, and related documents, each as may be amended from time to time, (the “Plan Effective Date” and the “Plan of Reorganization,” respectively); and (b) grant the United States an allowed general unsecured claim that is not subject to subordination, reconsideration, or disallowance in the amount of \$401,868,524 in the Chapter 11 Cases (the “Allowed DOJ Claim”) that shall be treated in accordance with the terms of the Plan of Reorganization and is consistent with the terms of this Agreement. Together, the Upfront Settlement Payment and the Allowed DOJ Claim total \$409,368,524 and shall be referred to throughout this Agreement as the “Total Settlement Amount.” The Total Settlement Amount shall be allocated as follows: (i) CSA penalties of \$236,090,058 to settle the CSA claims in the United

States' Complaint, none of which is restitution; (ii) FCA damages of \$167,973,926, which includes the entire Upfront Settlement Payment and of which \$80,236,964 is restitution, to settle the FCA claims in the United States' Complaint; and (iii) CSA penalties of \$5,304,539 to settle the CSA claims in the Washington Investigation, none of which is restitution. All payments, including distributions on the Allowed DOJ Claim, made under this Agreement on and after the Plan Effective Date are not subject to disgorgement or recharacterization. All payments to the United States made by Rite Aid pursuant to this Agreement shall be made by electronic funds transfers pursuant to written instructions to be provided by the United States Department of Justice, Civil Division.

2. Debtors shall propose and obtain confirmation of a Plan of Reorganization that (a) provides for the payment of the Upfront Settlement Payment as set forth above; (b) provides for a recovery in the form of distributions on account of the Allowed DOJ Claim, which shall be treated *pari passu* with other general unsecured claims allowed under the Plan of Reorganization; and (c) does not provide the United States with a controlling equity interest or controlling equity security either directly or indirectly in the reorganized company or any other entity that emerges from the bankruptcy.

3. Conditioned upon the United States' prior receipt of the Upfront Settlement Payment, the United States agrees that it shall pay to Relators by electronic funds transfer seventeen percent (17%) of the Upfront Settlement Payment, as soon as feasible after receipt of the payment. Conditioned upon receiving any future distributions of the Allowed DOJ Claim, the United States further agrees that it shall pay Relators seventeen percent (17%) of any such Allowed DOJ Claim payment for the FCA damages, and in no event shall the United States pay Relators more than \$28,555,567. These payments are referred to throughout as "Relators' Share." For the

avoidance of doubt, Relators have no entitlement to any share of the CSA penalties recovered under this Agreement.

4. In connection with the Chapter 11 Cases, the United States and Debtors agree:
 - a. The Debtors shall seek approval of this Agreement pursuant to the Plan of Reorganization. The Plan of Reorganization and the order of the Bankruptcy Court approving such Plan of Reorganization (the “Confirmation Order”) shall be in form and substance consistent with this Agreement.
 - b. The Confirmation Order shall provide that the Allowed DOJ Claim shall not be subordinated, disallowed, or reconsidered in the Chapter 11 Cases, including based on 11 U.S.C. §§ 510, 726(a)(4) or for any other reason.
 - c. The Debtors will not seek releases or exculpation regarding any claims belonging to and currently controlled by the United States against any individuals or non-debtor entities.
 - d. The Debtors will not propose a Plan of Reorganization that is inconsistent with this Agreement and shall provide the United States with a draft of such Plan of Reorganization and the proposed Confirmation Order for review and comment at least two (2) business days before the filing of any such Plan or Order with the Court.
 - e. If the Bankruptcy Court does not confirm a Plan of Reorganization in the Chapter 11 Cases consistent with this Agreement, Rite Aid and the United States both have the option to rescind this Agreement.
 - f. The United States reserves the right to object to any proposed Plan of Reorganization for any reason not covered by this Agreement or to the

extent that such Plan of Reorganization or any Confirmation Order is inconsistent with the terms of this Agreement. Rite Aid's rights are expressly preserved with respect to any such objection.

5. Pursuant to 31 U.S.C. § 3730(d), Rite Aid agrees to pay a total of three hundred seventy-five thousand dollars (\$375,000) to Relators' counsel, which payment fully satisfies Relators' claims for Relators' statutory expenses, reasonable attorneys' fees, and costs. Such payment will be made via electronic funds transfer pursuant to written instructions to be provided by Relators' counsel no later than twenty (20) days after the Plan Effective Date.

6. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below, and conditioned on Paragraphs 1, 2, and 4 (concerning treatment of claims in the Chapter 11 Cases) above, the United States releases Rite Aid, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct under the FCA, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the civil provisions of the CSA, 21 U.S.C. §§ 829, 842(a) and 842(c); or the common law theories of payment by mistake and unjust enrichment.

7. Subject to the exceptions in Paragraph 3 (concerning Relators' share), Paragraph 5 (concerning Relators' reasonable expenses, attorneys' fees, and costs) and Paragraph 9 (concerning reserved claims) below, and conditioned on Paragraphs 1, 2, and 4 (concerning treatment of claims in the Chapter 11 Cases) above, Relators, for themselves and their heirs, successors, attorneys, agents, and assigns, release Rite Aid together with its directors, officers, agents, employees, and counsel, from any action, in law or in equity, suits, debts, liens, contracts, agreements, covenants, promises, liability, obligations, claims, demands, rights of subrogation,

contribution and indemnity, damages, loss, cost or expenses, direct or indirect, of any kind or nature whatsoever (including without limitation from any civil monetary claim the Relators have on behalf of the United States or certain states for the conduct alleged in the Civil Action under the FCA, 31 U.S.C. §§ 3729-3733, and their state and local counterparts), including, but not limited to, attorney's fees and costs under 31 U.S.C. § 3730(d), known or unknown, fixed or contingent, foreign, state or federal, under common law, statute or regulation, liquidated or unliquidated, claimed or concealed, and without regard to the date of occurrence, which Relators or their members ever had, now has, may assert, or may in the future claim to have, against Defendants by reason of any act, cause, matter, or thing whatsoever from the beginning of time to the date hereof (the "Relators' Released Claims"). Solely with respect to the foregoing Relators' Released Claims, Relators agree to support the release and exculpation provisions set forth in the Plan of Reorganization (including by not opting out of the releases or otherwise objecting to such provisions in the Plan of Reorganization). Relators represent that they have entered no agreement and are subject to no order or legal circumstances that alters their right to accept/receive the payments at issue in the Agreement. The Relators will not be required to either opt-in or opt-out of any debtor releases that are sought in the Plan of Reorganization, shall instead be bound by the terms of this Agreement, and it is expressly understood and agreed to by Rite Aid and Relators that the failure to opt-in or opt-out shall have no impact on the agreements set forth herein.

8. In consideration of the obligations of Rite Aid in this Agreement and the Corporate Integrity Agreement ("CIA"), entered into between OIG-HHS and Rite Aid, and conditioned on Paragraphs 1, 2, and 4 (concerning treatment of claims in the Chapter 11 Cases), the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Rite Aid under 42 U.S.C. § 1320a-7a (Civil Monetary

Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 9 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Rite Aid from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9 below.

9. Notwithstanding the releases given in Paragraphs 6, 7, and 8 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. any criminal liability;
- c. except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory exclusion from Federal health care programs;
- d. any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. any liability based upon obligations created by this Agreement;
- f. any liability of individuals;
- g. any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. any liability for failure to deliver goods or services due; and

- i. for avoidance of doubt, the United States, except as expressly contemplated by this Agreement, retains all rights to recover, pursuant to 42 U.S.C. § 1396b(d), the federal share of funds that have been or could be recovered by other entities.

10. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relators' receipt of their share of the Upfront Settlement Payment, as set forth above in Paragraph 3, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action, with the exception of their share of any distribution of the Allowed DOJ Claim, as set forth in Paragraph 3.

11. Rite Aid has provided sworn financial disclosures and supporting documents (together "Financial Disclosures") to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Rite Aid warrants that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which Rite Aid had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Rite Aid's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Rite Aid on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$5 million or more, the United States may at its option: (a) rescind

this Agreement and reinstate the United States' Complaint in the Civil Action or file suit based on the Covered Conduct or (b) collect the Total Settlement Amount in accordance with the Agreement plus 100 percent of the net value of Rite Aid's previously undisclosed assets. Rite Aid agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that it will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, Rite Aid waives and agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to Rite Aid that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement (defined below); *provided however*, that the United States will not be prejudiced or enjoined from asserting and seeking a determination that any claims arising from the Covered Conduct are nondischargeable under § 1141(d)(6), if applicable, and Rite Aid and the Debtors' rights and defenses thereto, other than a defense based on the timeliness, are hereby preserved.

12. If Rite Aid defaults on any material obligation under this Agreement and such default remains uncured for fourteen (14) days following the United States' written notice to Rite Aid (and counsel thereto) of such default (email being sufficient); if a Plan of Reorganization consistent with the terms of this Agreement is not confirmed; in the event of dismissal or conversion of the Chapter 11 Cases, voluntary or otherwise; or in the event Debtors' obligations under this Agreement are voided for any reason, the United States may elect, in its sole discretion: (a) to rescind the releases in this Agreement and bring any civil and/or administrative claim, action,

or proceeding for the claims that would otherwise be covered by the release provided in Paragraph 6 above or (b) to have an undisputed, noncontingent, and liquidated, allowed unsecured claim against Rite Aid for the full amount of the United States' \$409,368,524 claim filed in the Chapter 11 Cases (with respect to which Rite Aid and the Debtors' rights are fully preserved).

13. If the United States exercises the option of rescission pursuant to any paragraph of this Agreement, Rite Aid will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims, actions or proceedings that are brought by the United States within 120 calendar days of written notification that the releases have been rescinded, except to the extent such defenses were available on the Effective Date of this Agreement.

14. In the event of a default by Rite Aid of any material obligation under this Agreement or rescission of this Agreement, Rite Aid will agree and stipulate that the automatic stay under 11 U.S.C. § 362(a) does not apply to the United States' claims, actions, or proceedings in connection with the Covered Conduct and, to the extent necessary, will consent to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1).

15. The United States fully reserves any and all setoff and recoupment rights, claims, and defenses as to the Debtors that the United States may have, and the United States may pursue its claims in the Chapter 11 Cases as well as in any other case, action, or proceeding. The Debtors' rights with respect to any purported setoff and recoupment rights, claims, and defenses are fully preserved.

16. The Total Settlement Amount set forth in this Agreement represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct (pursuant to and as set forth more expressly in the terms of this Agreement) due solely to the Debtors' financial condition as reflected by its Financial Disclosures.

17. Rite Aid waives and shall not assert any defenses Rite Aid may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

18. Should DEA initiate any administrative action, including denial, suspension, or revocation of Rite Aid's registrations based on conduct that occurs after the Effective Date of this Agreement, nothing in this Agreement shall in any way preclude DEA from introducing evidence of any historical conduct on the part of Rite Aid, including conduct that gave rise to this Agreement. Should such an administrative proceeding arise, DEA is not precluded from attempting to offer such evidence as additional bases to support its proposed administrative action. However, Rite Aid does not waive its right to challenge any evidence offered against it in any administrative action or otherwise.

19. Rite Aid fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Rite Aid has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

20. Rite Aid fully and finally releases the Relators from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Rite Aid has asserted, could have asserted, or may assert in the future against the Relators, related to the Civil Action and the Relators' investigation and prosecution thereof.

21. The Total Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (*e.g.*, Medicare

Administrative Contractor, fiscal intermediary, carrier), TRICARE, or any state payer, related to the Covered Conduct; and Rite Aid agrees not to resubmit to any Medicare contractor, TRICARE, or any state payer any previously denied claims related to the Civil Action, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

22. Rite Aid agrees to the following:

- a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Rite Aid, its present or former officers, directors, employees, shareholders, and agents in connection with:
- (1) the Civil Action and investigation and litigation thereof;
 - (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
 - (3) Rite Aid's investigation, defense, and corrective actions undertaken in response to the United States' audits and civil investigations in connection with the matters covered by this Agreement (including attorneys' fees);
 - (4) the negotiation and performance of this Agreement;
 - (5) the payments Rite Aid makes to the United States pursuant to this Agreement and any payments that Rite Aid may make to the Relators, including costs and attorneys' fees; and
 - (6) the negotiation of, and obligations undertaken pursuant to, the CIA to: (i) retain an independent review organization to perform annual

reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS;

are unallowable costs for government contracting purposes and under Medicare, Medicaid, TRICARE, and Federal Employees Health Benefits Program (“FEHBP”) (hereinafter referred to as “Unallowable Costs”).

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Rite Aid, and Rite Aid shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any state Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Rite Aid or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Rite Aid further agrees that within ninety (90) days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any state Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Rite Aid or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the

effect of the inclusion of the Unallowable Costs. Rite Aid agrees that the United States, at a minimum, shall be entitled to recoup from Rite Aid any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Rite Aid or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Rite Aid or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

- d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Rite Aid's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

23. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity.

24. Rite Aid agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

25. Promptly following the United States' receipt of the Upfront Settlement Payment and the Confirmation Order having been entered by the Bankruptcy Court and having become a

final, non-appealable order, whichever occurs later, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action with prejudice pursuant to Rule 41(a)(1).

26. Except as provided in Paragraph 5, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

27. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

28. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Northern District of Ohio, provided that disputes regarding the implementation of those provisions of this Agreement related to the Chapter 11 Cases may also be heard by the Bankruptcy Court. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

29. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

30. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

31. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

32. This Agreement is binding on Rite Aid's successors, transferees, heirs, and assigns, including the Rite Aid entities' respective bankruptcy estates, any Rite Aid reorganized debtors, any statutory trustee appointed or elected in any Rite Aid entity's bankruptcy case, and any estate representatives appointed pursuant to 11 U.S.C. § 1123(b)(3)(B).


33. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

34. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

35. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: July 9, 2024

BY: 

Christopher G. Wilson
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
Patricia M. Fitzgerald
Elizabeth L. Berry
Kathryn G. Andrachik
Assistant United States Attorneys
Northern District of Ohio

DATED: _____

BY: _____
Ashley C. Burns
Assistant United States Attorney
Western District of Washington

DATED: _____

BY: _____
Robert K. DeConti
Chief Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

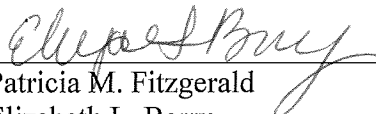
BY: _____
Salvatore M. Maida
General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
Christopher G. Wilson
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 6-28-24

BY: 

Patricia M. Fitzgerald
Elizabeth L. Berry
Kathryn G. Andrachik
Assistant United States Attorneys
Northern District of Ohio

DATED: _____

BY: _____
Ashley C. Burns
Assistant United States Attorney
Western District of Washington

DATED: _____

BY: _____
Robert K. DeConti
Chief Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____
Salvatore M. Maida
General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

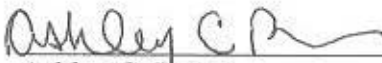
Christopher G. Wilson
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

Patricia M. Fitzgerald
Elizabeth L. Berry
Kathryn G. Andrachik
Assistant United States Attorneys
Northern District of Ohio

DATED: 6/27/2024

BY:  _____

Ashley C. Burns
Assistant United States Attorney
Western District of Washington

DATED: _____

BY: _____

Robert K. DeConti
Chief Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____

Salvatore M. Maida
General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
Christopher G. Wilson
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
Patricia M. Fitzgerald
Elizabeth L. Berry
Kathryn G. Andrachik
Assistant United States Attorneys
Northern District of Ohio

DATED: _____

BY: _____
Ashley C. Burns
Assistant United States Attorney
Western District of Washington

DATED: 6/28/2024

BY: Robert K. DeConti
Robert K. DeConti
Chief Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____
Salvatore M. Maida
General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
Christopher G. Wilson
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
Patricia M. Fitzgerald
Elizabeth L. Berry
Kathryn G. Andrachik
Assistant United States Attorneys
Northern District of Ohio

DATED: _____

BY: _____
Ashley C. Burns
Assistant United States Attorney
Western District of Washington

DATED: _____

BY: _____
Robert K. DeConti
Chief Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: June 27, 2024

BY: _____
BLEY.PAUL.NICHOLAS.10998738
LAS.1099873821
Digitally signed by
BLEY.PAUL.NICHOLAS.10998738
21
Date: 2024.06.27 17:11:27 -04'00'
Salvatore M. Maida
for General Counsel
Defense Health Agency
United States Department of Defense

RITE AID

DATED: June 28, 2024

BY:


8941B507521B43A...

Thomas Sabatino
Executive Vice President and Chief Legal Officer, Rite Aid

DATED: June 28, 2024

BY:

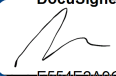
/s/ Eric W. Sitarchuk

Eric W. Sitarchuk
Counsel for Rite Aid

RELATORS

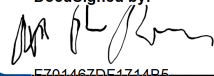
DATED: Jun-28-2024

BY:

DocuSigned by:

E554E2A9CBAE4B9...
Andrew White

DATED: Jun-25-2024

BY:

DocuSigned by:

F701467DF4714B6...
Mark Rosenberg

DATED: Jun-27-2024

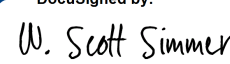
BY:

DocuSigned by:

86A46E3D17594D1...
Ann Wegelin

DATED: Jun-26-2024

BY:

DocuSigned by:

71B9FAC7ACE6493...
Scott Simmer
Will Powers
Counsel for Relators