

## **Notice of Proposed Class Action Settlement**

**If you subpoenaed or requested pharmacy records of another person from Rite Aid, and you were charged and paid a fixed, flat-fee \$50 or \$85 invoice for their production, you may be eligible to receive a share of a class action Settlement**

*The Circuit Court of Bullock County, Alabama authorized this Notice.*

*This is not a solicitation from a lawyer.*

A settlement (the “Settlement”) has been preliminarily approved in a class action lawsuit in the Circuit Court of Bullock County, Alabama (the “Court”), captioned *Anthony Frank Lasseter & Amber Osborne v. Rite Aid Hdqtrs. Corp., et al.*, Case No. 09-CV-2013-900031 (the “Action”). Anthony Frank Lasseter and Amber Osborne (collectively, “Plaintiffs”) and defendants Rite Aid Hdqtrs. Corp. and Rite Aid Corporation (collectively, “Rite Aid”) have proposed the Settlement. Plaintiffs and Rite Aid are collectively referred to herein as the “Parties.”

This Notice provides you with a brief summary of the claims asserted in the Action and the terms of the Settlement, and also describes your legal rights and options. If this Notice was addressed to you then, according to Rite Aid’s records, you paid at least one \$50 or \$85 Fixed Records Charge for production of pharmacy records, and your rights may be affected by the Settlement. Read this Notice carefully because it explains decisions you must make and options you must choose from now.

If you paid Rite Aid such a Fixed Records Charge, but were reimbursed for the cost of that charge by a client, principal or other third party, the Court has asked that you either forward this Notice directly to the party who reimbursed you, or that you write to the Settlement Administrator at the address provided in Section 12 to provide the name and address of that party so that Notice can be sent directly to them.

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>EXCLUDE YOURSELF</b>	You can exclude yourself from the Settlement Class. If you do so, you will receive nothing from the Settlement but you will not be bound by it and you will not be a part of the Settlement Class. This is the only choice that will allow you to sue Rite Aid on your own for claims involving the Fixed Records Charges. The steps you need to take to exclude yourself are explained in Section 12.
<b>OBJECT</b>	You may write to the Court about any objections you have to the Settlement. Persons who exclude themselves from the Settlement Class cannot object. Section 17 explains what you need to do to object.
<b>GO TO THE FAIRNESS HEARING</b>	You may ask to speak in Court about the fairness of the Settlement or other concerns you may have after you submit your written objection. Persons who exclude themselves from the Settlement Class cannot appear at the Fairness Hearing. Section 21 describes what you must do in order to speak at the Fairness Hearing.
<b>SUBMIT A CLAIM FORM</b>	The only way to get the relief the Settlement offers is to file a timely and complete Claim Form. Section 7 explains how to submit a Claim Form.
<b>DO NOTHING</b>	If you do nothing, you will remain a member of the Settlement Class and be bound by any Orders the Court may enter. But you will not be eligible to receive any of the relief the Settlement offers unless you file a timely and complete Claim Form.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still has to decide whether to give final approval to the Settlement. The individual relief the Settlement offers will only be distributed if the Court finally approves the Settlement and after any appeals are resolved. *Please be patient.*

## **BASIC INFORMATION**

### **1. WHY DID I GET THIS NOTICE?**

If this Notice was addressed to you, then according to Rite Aid's records you paid at least one \$50 or \$85 Fixed Records Charge on or after January 1, 2005 for the production of pharmacy records you requested. The Court sent you this Notice because you have a right to know about a proposed Settlement of a class action lawsuit involving those Fixed Records Charges, and about your options under the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, how those benefits will be provided, and other important information. Even if this Notice was not sent to you, you are still a member of the Settlement Class if you reimbursed someone for the cost of a Fixed Records Charge that person or entity paid on or after January 1, 2005.

However, this Notice only summarizes the Settlement. The full Settlement Agreement, titled "Stipulation of Settlement and Release," is available for review at [www.RiteAidRecordsChargeSettlement.com](http://www.RiteAidRecordsChargeSettlement.com). If there is any conflict between this Notice and the Settlement, the Settlement governs. You should review the Settlement before deciding what to do.

### **2. WHAT IS THIS LAWSUIT ABOUT?**

The lawsuit alleges that Rite Aid charged persons or entities who subpoenaed or requested the production of someone else's pharmacy records a fixed, flat-fee charge of \$50 (and later \$85) for the production of those records, regardless of the number of pages actually produced as part of that production (the "Fixed Records Charge"). The lawsuit challenges the flat rate approach of the Fixed Records Charge, contending that it is both unreasonable and unlawful. Rite Aid denies any and all wrongdoing or liability.

### **3. WHY IS THIS LAWSUIT A CLASS ACTION?**

In a class action, one or more people, called Class Representatives (in this case, Plaintiffs Anthony Frank Lasseter and Amber Osborne), sue on behalf of all other people who have similar claims. All of these people are collectively called a class, and the persons in it are called class members. In a class action, one court resolves the claims all class members, except for those who ask in writing to be excluded from the class. The Circuit Court of Bullock County, Alabama is in charge of all aspects of this case, and the Court has already preliminarily approved the Settlement. Nevertheless, because the Settlement will determine the rights of all members of the Settlement Class, all of the Settlement Class Members must be sent Notice before the Court can give final approval to the Settlement and make it effective.

The Court has also conditionally certified the Settlement Class for settlement purposes only. If the Settlement is not given final approval, or fails to reach the Final Settlement Date, or is terminated by the parties for any of the reasons set forth in the Agreement, the Settlement will become void, the Settlement Class will no longer remain certified, and the Action will proceed as if there had been no Settlement and no certification of the Settlement Class.

### **4. WHY IS THERE A SETTLEMENT?**

The Court has not decided whether the claims in the Action have merit. Instead, both sides agreed to the Settlement before any judgment was entered in the case. This avoids the cost and delay of a trial and possible appeals, and provides the people affected the opportunity to get the definite benefits offered by the Settlement without the delay and uncertainty of continued litigation. The Plaintiffs and their attorneys think the Settlement is in the best interests of the Settlement Class because it offers this opportunity, while at the same time allowing anyone who wishes to pursue his or her own individual lawsuit about

the Fixed Records Charges to exclude themselves from the Settlement Class and then do so.

## WHO IS IN THE SETTLEMENT?

### 5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

The Court decided that everyone who fits the following description is a member of the Settlement Class:

(1) All persons and entities who, at any time on or after January 1, 2005, paid Rite Aid Hdqtrs. Corp. or Rite Aid Corporation for a Fixed Records Charge of either \$50 or \$85 invoiced to them for the production of customer pharmacy records, and who were not thereafter reimbursed for the cost of that charge by any client, principal or thirty party; and (2) all persons and entities who reimbursed such a person or entity for his, her or its payment of such a Fixed Records Charge.

However, the Court has excluded from the Settlement Class: (a) Rite Aid Hdqtrs. Corp., Rite Aid Corporation, and each and all of their respective current or former parent corporations, subsidiaries, divisions, related and affiliated companies and entities, principals, stockholders, directors, officers, employees, representatives and agents; (b) persons or entities who or which timely and properly exclude themselves from the Settlement Class; (c) any Settlement Class Members currently in bankruptcy; (d) state governments, the federal government, and agencies and departments of the foregoing; (e) persons who, as of September 16, 2015, have previously executed an individual release of all claims within the scope of the Release described in Appendix A; (f) Rite Aid's Counsel (as defined in Section 2 of the Settlement), along with those law firms' attorneys and employees; and (g) all Alabama judges, their spouses, and persons within the third degree of relationship to them.

If you are still not sure whether you are included, you can call 1-888-985-9384, or you can fill out and return the Claim Form described in Section 7 to see if you qualify.

## WHAT YOU GET UNDER THE SETTLEMENT

### 6. WHAT DOES THE SETTLEMENT PROVIDE?

A Settlement Class Member who submits a timely, valid Claim Form will receive a \$15 Rite Aid gift card for each \$50 Fixed Records Charge paid, and a \$25 Rite Aid gift card for each \$85 Fixed Records Charge paid. Rite Aid has also agreed to separately pay any Class Counsel's Attorneys' Fees and Expenses (including Incentive Awards of up to \$2500 to each of the two Plaintiffs who filed this suit). The Attorneys' Fees and Expenses (inclusive of the Incentive Awards) are subject to an aggregate cap of \$450,000.

### 7. HOW CAN I GET SUCH RELIEF?

To receive the relief offered by the Settlement, you must be a member of the Settlement Class and you must send in a Claim Form. A Claim Form is enclosed with this Notice. You can also get a Claim Form by calling 1-888-985-9384 or by visiting [www.RiteAidRecordsChargeSettlement.com](http://www.RiteAidRecordsChargeSettlement.com). Read the instructions carefully, fill out the form, include all information the form asks for, personally sign it, and mail it sufficiently in advance to ensure that it is received by the Settlement Administrator by the Claim Form Deadline of March 7, 2016.

### 8. WHEN WOULD I GET SUCH RELIEF?

The Court will hold a Fairness Hearing on January 25, 2016 to decide whether to grant final approval to the Settlement. The Court must finally approve the Settlement before any relief will be distributed, and will only do so if it finds that the Settlement is fair, reasonable and adequate. In addition, any final approval order the Court may enter may be subject to appeals. If there are any such appeals, resolving them takes time—sometimes more than a year. Finally, there remains a possibility that this Settlement may be terminated for other reasons, such as those set forth in Section 11 of the Settlement

Agreement itself (which is available for review at [www.RiteAidRecordsChargeSettlement.com](http://www.RiteAidRecordsChargeSettlement.com)). *Please be patient.*

#### **9. WILL THE SETTLEMENT HAVE ANY TAX CONSEQUENCES ON ME?**

Neither the Court nor the Parties (including their counsel) can advise you about what, if any, tax consequences might arise for you from the Settlement. You are encouraged to consult with your own tax advisor to determine whether any potential tax consequences could arise from your receipt of the relief the Settlement offers.

#### **10. AM I GIVING ANYTHING UP BY STAYING IN THE SETTLEMENT CLASS?**

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you will be deemed to have agreed to release Rite Aid and certain other persons and entities (the “Released Parties”) from any and all “Released Claims” if the Settlement is given final approval and reaches the Final Settlement Date. In general terms, this means that you will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims. It also means that all of the Court’s orders will apply to you and legally bind you. A more complete summary of the Release, including the definitions of the phrases “Released Parties” and “Released Claims,” is included in Appendix A. The full terms of the Release are set forth in Section 8 of the Settlement Agreement, which is available for review at [www.RiteAidRecordsChargeSettlement.com](http://www.RiteAidRecordsChargeSettlement.com).

#### **11. AM I GIVING ANYTHING UP BY STAYING IN THE SETTLEMENT CLASS?**

The Court has issued a preliminary injunction against the Settlement Class Members, barring the initiation of any new, or the continued prosecution of any existing, lawsuit against the Released Parties based on or relating to the Released Claims, pending a decision by the Court on whether to grant final approval to the Settlement. The relevant text of that preliminary injunction, reproduced from the Court’s order granting preliminary approval to the Settlement, is as follows:

20. Accordingly, in order to preserve the Court’s jurisdiction pending consideration of whether final approval should be given to the Agreement, and to avoid irreparable harm to the settlement process, and after balancing the equities and concluding that the Agreement is sufficiently fair, reasonable and adequate that it is due to be preliminarily approved and should be protected from collateral attack during the notice and final approval process, the Court hereby preliminarily bars and enjoins all Settlement Class Members: (a) from instituting, maintaining, prosecuting, intervening in, participating as a party or class member in, or otherwise pursuing or receiving any benefits from any action asserting any class action claims that would be Released Claims under the terms of the Settlement; and (b) unless they first exclude themselves from the Settlement Class in accordance with the terms of this Order, from instituting, maintaining, prosecuting, intervening in, participating as a party or class member in, or otherwise pursuing or receiving any benefits from any action asserting individual claims that are within the scope of the proposed Release set forth in the Settlement.

The Court’s order of preliminary approval is available for review at [www.RiteAidRecordsChargeSettlement.com](http://www.RiteAidRecordsChargeSettlement.com). Upon final approval of the Settlement, the Parties will ask the Court to make these injunctions permanent.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **12. HOW DO I GET OUT OF THE SETTLEMENT CLASS?**

If you don’t want to be part of the Settlement, or if you want keep the right to sue or continue suing Rite Aid on your own about the \$50 and \$85 fixed records charges, then you must take steps to get out of the Settlement Class. This is called excluding yourself, or “opting out.” If you exclude yourself from the Settlement Class, you will not be bound by the Settlement and will not receive any relief offered by the Settlement, but you will be free to pursue your own individual lawsuit regarding the Fixed Records Charges if you wish to do so. However, the Court has ruled that neither the Settlement, nor this Notice, nor the Court’s preliminary approval order may be used as evidence in such individual lawsuits.

To exclude yourself, you must mail a letter postmarked no later than **December 28, 2015** saying that you want to be excluded from the Settlement Class. Your letter must be addressed to Lasseter v. Rite-Aid Corporation, c/o GCG, P.O. Box 10204, Dublin, OH 43017-3904. You must also mail a separate copy of your letter to Class Counsel and Rite Aid's Counsel (their addresses are provided in Section 17), postmarked no later than **December 28, 2015**.

Your letter must: (a) contain a caption or title that identifies it as "Request for Exclusion in *Anthony Frank Lasseter & Amber Osborne v. Rite-Aid Hdqtrs. Corp., et al.*, No. 09-cv-2013-900031 (Circuit Court of Bullock County, Alabama);" (b) include your name and address; (c) specify that you want to be excluded from the Settlement Class; and (d) be *personally* signed by you.

**IMPORTANT: If your request for exclusion is late, incomplete or deficient, it will not be valid and you remain part of the Settlement Class, you will still be bound by the Settlement and all other orders and judgments in this case, and you will not be able to participate in any other lawsuits against the Released Parties based on the Released Claims.**

### **13. IF I DON'T EXCLUDE MYSELF, CAN I SUE RITE AID LATER FOR THE SAME THING?**

No. If the Settlement is given final approval and reaches the Final Settlement Date, and you do not exclude yourself from the Settlement Class, you will give up the right to sue the Released Parties for the Released Claims.

### **14. IF I EXCLUDE MYSELF, CAN I GET ANYTHING FROM THIS SETTLEMENT?**

No. If you exclude yourself, you will not be eligible to receive any of the benefits the Settlement offers.

## **THE LAWYERS REPRESENTING YOU**

### **15. DO I HAVE A LAWYER IN THIS CASE?**

All Settlement Class Members are represented by court-appointed Class Counsel Charles A. McCallum, III and R. Brent Irby of the law firm of McCallum Hoaglund Cook & Irby, LLP of Vestavia Hills, Alabama, for purposes of this Settlement and for no other purpose. You will not be charged for the services of Class Counsel. You may contact Class Counsel about this lawsuit and the Settlement at the address listed in Section 17.

You have the right to retain your own separate lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will be responsible for all of his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer, but if you want to appear at the Fairness Hearing you must comply with the procedures set forth in Section 21 below.

### **16. HOW WILL CLASS COUNSEL BE PAID?**

Class Counsel have prosecuted this case on a contingent-fee basis and so far have not yet been paid anything for their services. If the Settlement is approved, Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses, inclusive of proposed Incentive Awards to the Plaintiffs, in an aggregate, collective amount not to exceed \$450,000. Rite Aid has agreed not to oppose those requested fees, expenses and awards within those limits and, if they are approved by the Court within those limits, Rite Aid will pay them. The Settlement is not conditioned on the Court approving any specific amount of Attorneys' Fees and Expenses or Incentive Awards. Rite Aid has also agreed to separately pay the costs of administering this Settlement.

## **OBJECTING TO THE SETTLEMENT**

### **17. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of



it. The Court will then consider your views. To object, you must file a written statement of objection with the Clerk of the Court. Your written objection must: (a) include a caption or title that identifies it as “Objection to Class Settlement in *Anthony Frank Lasseter & Amber Osborne v. Rite-Aid Hdqtrs. Corp., et al.*, No. 09-cv-2013-900031 (Circuit Court of Bullock County, Alabama);” (b) set forth the specific reason(s), if any, for each of your objections, including all legal support you wish to bring to the Court’s attention and all factual evidence you wish to introduce in support of your objection; (c) contain a list of all of the fixed records charges paid by you, indicating which of those charges were reimbursed by any of your clients, principals, or by third parties and which of the charges were not reimbursed at all; (d) include your name and address; (e) be *personally* signed by you; (f) include an identification, by case style and number, of any other class settlements you or your attorney(s) have objected to; and (g) include an identification of all attorneys having a financial interest or stake in your objection. No Settlement Class Member may object on behalf of anyone but himself or herself, and all objections must be personally signed by the objecting Settlement Class Member.

In order for your objection to be considered by the Court, your written objection must fully comply with the above instructions and must be filed with the Clerk of the Court no later than **December 28, 2015**, with copies mailed to Class Counsel and Rite Aid’s Counsel postmarked no later than **December 28, 2015**. ***Objections that are late or deficient will not be valid.*** The addresses of Class Counsel, Rite Aid’s Counsel, and the Clerk of Court are:

Court	Class Counsel	Rite Aid’s Counsel
Clerk of Court Bullock County Circuit Court 217 North Prairie Street Union Springs, AL 36089	R. Brent Irby McCallum Hoaglund Cook & Irby, LLP 905 Montgomery Highway, Suite 201 Vestavia Hills, AL 35216	Michael R. Pennington Bradley Arant Boult Cummings LLP One Federal Place 1819 Fifth Avenue North Birmingham, AL 35203

#### 18. WHAT’S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you don’t like something about the Settlement, or would like something about the Settlement changed, but that you are still willing to be bound by the Settlement if it is finally approved despite your objection. You can object only by staying in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you will not be subject to the Settlement and therefore you cannot object to the Settlement or appear at the Fairness Hearing.

### THE COURT’S FAIRNESS HEARING

#### 19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing beginning at 9:00 a.m., Central Standard Time, on January 25, 2016, in the Bullock County Circuit Courthouse located at 217 North Prairie Street, Union Springs, Alabama 36089. At this hearing, the Court will consider whether to: (1) grant final certification to the Settlement Class for settlement purposes; (2) approve the Settlement as fair, reasonable, and adequate; (3) award any Attorneys’ Fees and Expenses to Class Counsel and Incentive Awards to the Plaintiffs; and (4) issue a permanent injunction against prosecution of Released Claims, as described in Section 11 of this Notice. The Court will also consider any and all objections to the Settlement and any other issues relating to the Settlement. After the hearing, the Court will decide whether to approve the Settlement. It is not possible to predict how long these decisions will take. Please note that the Court has reserved the right to change the date and/or time of the Fairness Hearing, or to continue it, without further notice. If you plan to attend the Fairness Hearing, you should confirm the date and time shortly before travelling to attend the hearing by checking [www.RiteAidRecordsChargeSettlement.com](http://www.RiteAidRecordsChargeSettlement.com), or by calling Class Counsel or the Clerk of Court.

#### 20. DO I HAVE TO COME TO THE FAIRNESS HEARING?

No. Class Counsel will represent the Settlement Class at the Fairness Hearing. But you are welcome to come at your own

expense. If you send an objection, you are not required to come to Court to talk about it. As long as you file and deliver your written objection on time, and comply with the requirements described in Section 17, the Court will consider your objection whether or not you appear at the Fairness Hearing. If you so choose, you may also hire and pay your own lawyer to attend, but you are not required to.

## 21. MAY I SPEAK AT THE FAIRNESS HEARING?

Yes, if you timely file a written objection in full compliance with the instructions set forth in Section 17, and *only if* you also state in that objection that you would like to speak at the Fairness Hearing. However, any separate attorney you choose to hire may only appear if he or she files with the Clerk of the Court a separate “Notice of Intention to Appear in *Anthony Frank Lasseter & Amber Osborne v. Rite-Aid Hdqtrs. Corp., et al.*, No. 09-cv-2013-900031 (Circuit Court of Bullock County, Alabama).” That notice must be filed with the Clerk of the Court no later than, with copies of it mailed to Class Counsel and Rite Aid’s Counsel postmarked no later than, **December 28, 2015**. The addresses for the Court, Class Counsel and Rite Aid’s Counsel are provided in Section 17. You cannot speak at the Fairness Hearing if you have excluded yourself from the Settlement Class.

## IF YOU DO NOTHING

If you do nothing, and the Settlement is given final approval by the Court, you will not receive any of the benefits offered by the Settlement, but you will be bound by the Release. As a result, you won’t be able to file your own lawsuit, continue with your own lawsuit, or be part of any other lawsuit against the Released Parties concerning any of the Released Claims.

## GETTING MORE INFORMATION

This Notice merely summarizes the Settlement. Complete details regarding the Settlement are contained in the Settlement Agreement itself, as supplemented by the Court’s order preliminarily approving the Settlement. Complete copies of both, as well as other important information about the Settlement, can be found at [www.RiteAidRecordsChargeSettlement.com](http://www.RiteAidRecordsChargeSettlement.com). You are encouraged to visit the website, and review these materials. For a more detailed understanding of the matters involved in this case, you may also review the operative complaint and other papers and Court orders on file with the Clerk’s office at any time during the Clerk’s normal business hours. If you have questions after reading this Notice, you can visit [www.RiteAidRecordsChargeSettlement.com](http://www.RiteAidRecordsChargeSettlement.com) or call 1-888-985-9384. Also, persons to whom Notices are addressed may obtain information on the \$50 or \$85 Fixed Records Charges that Rite Aid’s business records show them as having paid on or after January 1, 2005, by calling 1-888-985-9384 or by completing the records request form available at [www.RiteAidRecordsChargeSettlement.com](http://www.RiteAidRecordsChargeSettlement.com).

Dated: September 16, 2015

Clerk of the Court  
for the Circuit Court of Bullock County, Alabama

## **Appendix A – Release and Waiver of Claims**

1. The following Release will take effect upon the Final Settlement Date (the “Released Claims”):

In consideration for the Settlement benefits described in this Agreement, Plaintiffs and the other members of the Settlement Class who do not timely and validly exclude themselves in accordance with the procedures set forth in the Class Notice, on behalf of themselves and on behalf their heirs, guardians, assigns, executors, administrators, predecessors, and/or successors, will, by virtue of this Agreement and by virtue of the Court’s Final Order and Judgment, be deemed to have fully, finally and forever released, remised, relinquished, acquitted, and forever discharged each and all of the Released Parties of and from, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Settlement Class or on behalf of any other person or entity, any claims, actions, causes of action, suits, rights, debts, obligations, reckonings, contracts, agreements, executions, promises, damages, liens, judgments and demands of whatever kind, type or nature whatsoever, both at law and in equity, whether past, present or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Released Parties that were or reasonably could have been alleged in the Action or in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from or in any way whatsoever relating to claims that were or reasonably could have been alleged in the Action, including, but without in any way limiting the generality of the foregoing, (1) the claims alleged in the Action; (2) any claims for breach of contract, rescission, restitution, fraud, concealment, suppression or unjust enrichment arising from, or directly or indirectly, or in any way whatsoever, pertaining to or relating to any pharmacy records charge invoiced by Rite Aid; (3) any violation of state or federal statutes that limit, purport to limit, or otherwise regulate or restrict the amount that can be charged for the production or duplication of medical and/or pharmacy records.

2. “Released Parties” means “Rite Aid Hdqtrs. Corp., Rite Aid Corporation, and each and all of its current or former parent corporations, subsidiaries, divisions, related and affiliated companies and entities, principals, stockholders, directors, officers, employees, attorneys, representatives and agents, and all individuals or entities acting by, through, under or in concert with any of them.”

3. Plaintiffs have acknowledged, and all Settlement Class Members will be deemed by the Final Order and Judgment to acknowledge, that certain principles of law, including, but not limited to, **Section 1542 of the Civil Code of the State of California, provide that “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”** To the extent that anyone might argue that these principles of law are applicable, Plaintiffs have agreed that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished and released by them and all Settlement Class Members.

4. Plaintiffs have acknowledged, and all Settlement Class Members will be deemed by the Final Order and Judgment to acknowledge, that they are aware that they could conceivably hereafter discover claims that were existing in the past or present, that may be presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true with respect to the allegations or subject matters in the Action or with respect to the Released Claims but, nevertheless, intend to fully, finally and forever settle and release such matters, and all claims relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or current asserted in any action or proceeding) related in any way to the facts, transactions, and claims asserted in the Action or with respect to the Released Claims.

5. Nothing in the Release will preclude any filing in the Action seeking to have the Court enforce the terms of the Agreement, including participation in any of the processes detailed therein.