

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Meijer Settlement Agreement”) is entered by and between Plaintiffs (as identified in Exhibit A to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs’ Counsel (“BTS”))¹ and Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership (collectively “Meijer”). Plaintiffs and Meijer are referred to as the “Parties.”

I. RECITALS

WHEREAS, Plaintiffs have filed lawsuits against Meijer and other parties as identified in Exhibit A to the BTS (the “Actions” and each an “Action”), raising Claims (defined below) and/or allegations concerning, related to, based upon, or in connection with the Alleged Harms (defined below) or Covered Conduct (defined below);

WHEREAS, Meijer (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiffs in the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Meijer arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by Plaintiffs related to the Covered Conduct and/or Alleged Harms and contends that the factual allegations made in the Actions relating to Meijer are false and materially inaccurate; (iii) denies that Plaintiffs or any resident thereof was harmed by any conduct of Meijer; (iv) denies liability, denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that Meijer would be able to successfully defend against Plaintiffs’ claims and allegations at trial, that the facts do not support the allegations, that Meijer engaged in no misconduct or unlawful activity, and that Meijer caused no harm to Plaintiffs or any resident thereof;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, without any admission of wrongdoing, fault, culpability or liability of any kind, and without any concession as to the strength or weakness of any actual or potential Claims or defenses, the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of litigation, and (b) fully and finally resolve, settle, release and discharge any and all Claims Plaintiffs brought or could have brought against Meijer in the Actions and all Claims related in any way to the Alleged Harms or Covered Conduct;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing or lack thereof;

¹ As used herein, “Plaintiff” refers to each Plaintiff that participates in this Agreement and that signs a Meijer Settlement Participation Agreement (Exhibit 1, hereto), and “Plaintiffs” refer to all such Plaintiffs.

WHEREAS, no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof;

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to any court for any purpose other than any required court approval(s) associated with this Agreement and the enforcement of this Agreement;

WHEREAS, the Parties acknowledge, agree to, and understand the terms set forth herein;

WHEREAS, Plaintiffs have determined the terms of this Agreement are fair, reasonable and adequate and in the public interest; and

WHEREAS, the Parties engaged in arm's-length negotiations between counsel in good faith, intending to be legally bound.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. AGREEMENT

1. Recitals Incorporated. The foregoing Recitals are incorporated herein and constitute express terms of this Agreement.

2. Definitions.

- a. "Alleged Harms" means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products (defined below), and/or alleged physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, other related diseases and disorders, and death, that allegedly have been caused by Meijer, non-exclusive examples of which are described in the reports and opinions submitted in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio), including without limitation, those submitted by G. Caleb Alexander; David Cutler; Jonathan Gruber; David Herzberg; Katherine M. Keyes, Ph.D.; Anna Lembke, M.D.; Jeffrey Liebman; Thomas McGuire; Ted Miller; Harvey Rosen; and Nancy Young.
- b. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or

administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- c. “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to: (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; (b) orders, prescriptions, formularies, guidelines, payments or rebates for any Product; (c) policies, practices and/or operating procedures, insurance, claim or benefit administration, claim adjudication, plan design, data and/or sales thereof, relating to, any Product; (d) any system, plan, policy or advocacy relating to any Product, including, but not limited to, any promotion, marketing, programs, or campaigns relating to any Product; (e) the characteristics, properties, risks, or benefits of any Product; (f) the reporting, disclosure, nonreporting or non-disclosure to federal, state or other regulators of orders or prescriptions; (g) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product; or (h) controls against diversion, corresponding responsibility, and/or suspicious order monitoring.
- d. “Effective Date” means, for each Plaintiff, the later of (i) the date Plaintiff signs the Meijer Settlement Participation Agreement, (ii) the date Plaintiff signs this Agreement, and (iii) the date Meijer signs this Agreement.
- e. “Product” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any

finished pharmaceutical product made from or with such substance, that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, dihydrocodeine, fentanyl, hydrocodone, hydromorphone, levorphanol, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, alprazolam, chlordiazepoxide, clobazam, clorazepate, diazepam, estazolam, lorazepam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine, gabapentin, or any variant of these substances or any similar substance.

- f. “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by Releasers (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted, now or in the future, in those actions or in any comparable action or proceeding brought by Plaintiffs or Releasers. The Parties intend that “Released Claims” be interpreted broadly.
- g. “Released Entities” means Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership and: (1) all of their past and present direct or indirect parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns (including without limitation Meijer Companies, Ltd., Meijer Group, Inc., MSP Holdings, LLC, SP Operations LLC, Town Total Holdings, Inc., Town Total Health, LLC and RX Biotech Pharmacy LLC); (2) the past and present direct or indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns of any of the foregoing; and (3) the foregoing entities’ respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, representatives and attorneys (for actions that occurred during and related to their work for, or employment with, Meijer).
- h. “Releasers” means and includes each Plaintiff and its departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over

which such Plaintiff exercises governing, fiscal or budgetary authority or control, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing. Each Plaintiff also shall sign and deliver to Meijer the Meijer Settlement Participation Agreement (Exhibit 1, hereto) providing for a release to the fullest extent of such Plaintiff's authority.

3. Settlement Amount. Subject to Paragraph 6 of the BTS, within thirty (30) days after the Effective Date, Meijer shall pay to counsel for each Plaintiff the "Net Settlement Amount" and "Attorney's Fees Amount"² applicable to such Plaintiff, as set forth in Exhibit A to the BTS. The Parties agree that, subject to all of the terms, conditions, recitals, and provisions of this Agreement, the Settlement Amount (including the Attorney's Fee Amount and Common Benefit Fund Holdback) is a reasonable compromise of the matters in dispute.³

4. Nature of Payment. The Parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

- a. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
- b. (i) Plaintiffs sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) as damages for the Alleged Harms; and (ii) the Settlement Amounts are less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by Plaintiffs and Releasors;
- c. The payment of the Settlement Amounts by Meijer constitutes restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Meijer in order to restore, in whole or in part, Plaintiffs and the Releasors to the same position or condition that they would be in had they not suffered the Alleged Harms, and constitutes

² Pursuant to the Ongoing Common Benefit Order, Case No. 1:17-cv-02804-DAP (N.D. Ohio), Dkt. No. 4428 (May 9, 2022), Meijer will hold back 7.5% of the Settlement Amount for each Plaintiff entering into this Agreement ("Common Benefit Fund Holdback") and will cause the held back funds to be paid into the Court's Common Benefit Fund. The parties agree that any holdback from the Settlement Amounts set forth in Exhibit A for purposes of compliance with the Court's common benefit orders is not a breach of any obligation under this Agreement.

³ "Settlement Amount" is the amount allocated to Plaintiff in the Settlement Amount column in Exhibit A to the BTS and includes Attorney's Fees and the Common Benefit Fund Holdback.

restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law; and

- d. For the avoidance of doubt: (a) no portion of the Net Settlement Amounts represents reimbursement to Plaintiffs or any Releasor for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (b) no portion of the Settlement Amounts represents the disgorgement of any allegedly ill-gotten gains, and (c) no portion of the Settlement Amounts is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments.

5. Release.

- a. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Plaintiffs (for themselves and the Releasors) hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim; or to cause, assist in bringing or permit to be brought, filed, or claimed; or to otherwise seek to establish liability for any Released Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim and any Alleged Harms within Plaintiffs' territorial boundaries, and extend to the full extent of the power of Plaintiffs to release claims. This Agreement shall be a complete bar to any Released Claim.
- b. *Sole Payment.* It is the intent of the Parties that:
 - i. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - ii. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - iii. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
- c. *General Release.* In connection with the releases provided for in this Agreement, each Plaintiff (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other

jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims and/or Alleged Harms, but each Plaintiff hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect each Plaintiff's decision to enter into this Agreement.

- d. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement gives rise to under applicable law.
- e. *Representation and Warranty.* Each Plaintiff expressly represents and warrants that it has authority to settle and release all Released Claims of Releasors.
- f. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Amount or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Amount or any portion thereof.
- g. Plaintiffs represent that, as of the Effective Date, and other than the Actions, they have not prepared or brought, and have no intention of preparing or bringing, any other case(s) or claim(s) against any Released Party.
- h. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity, and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

6. Dismissal with Prejudice. Within seven (7) business days of Meijer's payment of the Net Settlement Amount, each Plaintiff will dismiss its respective Action as to Meijer with

prejudice. To the extent necessary or useful, Meijer will join Plaintiffs' submissions to effectuate the dismissals with prejudice of the Actions.

7. Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own costs (including but not limited to legal fees and expenses) incurred in connection with this Agreement and in prosecuting or defending the Actions. The dismissal with prejudice referred to in Paragraph 6 above shall state that each Party is to bear its own costs, fees and expenses, including attorney fees.

8. No Further Payments. Other than as set forth in Paragraph 3 above, Meijer shall have no obligation to make any further or additional payments in connection with this Agreement or the matters addressed herein.

9. No Admission. The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Meijer and all Releasers. Meijer is entering into this Agreement solely for the purposes of settlement, to resolve each Action and all Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Meijer denies the allegations in the Actions and denies any civil or other liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Meijer of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Covered Conduct, Alleged Harms, or any Product; (iv) the legal viability of the claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product.

10. Public Disclosure. After the Execution Date, this Settlement Agreement will be subject to public disclosure pursuant to public records laws, open meetings laws, and/or other laws or regulations that require disclosure to the public of information about Plaintiffs ("Public Disclosure Laws"). Nothing herein shall prevent any Party from disclosing the terms of this Settlement Agreement prior to the Execution Date (a) as required by law, or (b) to its actual or prospective attorneys, accountants, auditors, insurers, lenders, acquirers, investors, shareholders, or financial advisors.

11. Statements to the Press; No Solicitation of Publicity. No Party or attorney, agent or representative acting and communicating on behalf of any Party may make public statements that contradict provisions in this Settlement Agreement, including without limitation Paragraph 17 (Non-Admissibility). It is agreed that the Parties' private counsel shall not make any comments or statements to the press, issue any press release, convene any press conference or otherwise initiate publicity with the media, including but not limited to newspapers, publications, or other mass media, nor post to internet websites or any social media information concerning the terms of the Agreement.

12. Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever,

other than the right of each Released Entity to use and enforce this Agreement as if it were a party hereto.

13. No Waiver. This Agreement is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. This Agreement shall not be construed or used as a waiver of any jurisdictional defense Meijer may raise in any other proceeding, or as a waiver or limitation of any defense otherwise available to Meijer in any other action. This Agreement shall not be construed or used as a waiver of Meijer's right to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Agreement. No waiver of any breach, waiver of any failure of any condition, or waiver of any right or remedy contained in or granted by this Agreement shall be effective unless in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other prior, subsequent, or contemporaneous breach, failure, right, or remedy, whether or not similar; nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14. Entire Agreement; Integration. This Agreement and the BTS constitute the entire understanding and agreement of the Parties with respect to the matters addressed herein. This Agreement and the BTS supersede any prior agreements or understandings, whether written or oral, between or among the Parties. No representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than those contained herein and in the BTS. Each Party to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. No reliance was placed upon any representation other than those contained in this Agreement and the BTS.

15. Construction. None of the Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not affect the meaning of this Agreement.

16. No Prevailing Party. The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement.

17. Non-Admissibility. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this

Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of this Agreement, and except that Released Entities may file or use this Agreement in any action (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Released Entities; (iii) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (iv) to support a claim for contribution and/or indemnification; or (v) to support any other argument or defense by a Released Entity that the Settlement Amounts (including the Attorney’s Fees Amounts and Common Benefit Fund Holdbacks) provide a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

18. Amendment; Modification. This Agreement shall not be varied, modified or amended in any respect, except by a subsequent written agreement executed by all Parties through their authorized representatives.

19. Authority to Enter Agreement and Ownership of Released Claims. Each Party specifically represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of such Party. Each signatory to this Agreement on behalf of a Party specifically represents and warrants that they have full authority to enter into this Agreement on behalf of such Party. Each Plaintiff for itself and its related Releasors specifically represent and warrant that they have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the public interest, and that they have satisfied all conditions and taken all actions required by law in order to validly enter into this Agreement. Each Plaintiff for itself and its related Releasors further represent and warrant that (a) they are the owner and holder of the Released Claims; (b) they have not sold, assigned, conveyed, pledged, encumbered, or otherwise in any way transferred the Released Claims, or any portion thereof or rights related thereto, to any third party nor have they granted or shall they grant any license or other right that would conflict with the rights and obligations set forth herein; and (c) through this Agreement they have the power and authority to bind all persons and entities with an interest in the Released Claims.

20. Dispute Resolution. In the event of a dispute arising out of or relating to the Agreement, the Parties shall first seek settlement of that dispute by mediation before David R. Cohen (or another mediator if agreed by the Parties). If the dispute is not settled by mediation, the dispute shall be referred to and finally resolved by arbitration before David R. Cohen (or another single arbitrator if agreed by the Parties) under the AAA Commercial Rules and Mediation Procedures.

21. Notices. All notices under this Agreement shall be provided in writing to the following via email and overnight delivery through a recognized national courier:

If to Plaintiffs:

If to Meijer:

Joseph M. Vanek, jvanek@sperling-law.com
Greg Shinall, shinall@sperling-law.com
Sperling & Slater, P.C.
55 West Monroe Street, Suite 3200
Chicago, Illinois 60603

With a copy to:

Cynthia Rogowski, Cynthia.Rogowski@meijer.com
Meijer, Inc.
2929 Walker Avenue NW
Grand Rapids, Michigan 49544

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Paragraph.

22. Further Assurances. Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[signatures on page(s) to follow]

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representatives of each of the Parties.

Meijer, Inc.

Signed: _____

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: _____

Meijer Distribution, Inc.

Signed: _____

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: _____

Meijer Stores Limited Partnership

Signed: _____

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: _____

Meijer Great Lakes Limited Partnership

Signed: _____

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: _____

Meijer Settlement Agreement – Plaintiff Signature Page

Plaintiff: Tippecanoe County, Indiana
(Identity of Governmental Entity)

Signed: _____

By: Thomas P. Murtaugh

Its: County Commissioner

Date: _____

EXHIBIT 1 to Meijer Settlement Agreement

Meijer Settlement Participation Agreement

Governmental Entity: Tippecanoe County

State: Indiana

Authorized Official: Thomas P. Murtaugh

Address 1: 20 N. 3rd Street

Address 2:

City, State, Zip: Lafayette, IN 47901

Phone: 765-423-4215

Email: tmurtaugh@tippecanoe.in.gov

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Meijer Settlement Agreement (Exhibit B to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs’ Counsel), and acting through the undersigned authorized official, hereby elects to participate in the Meijer Settlement Agreement and release all Released Claims against all Released Entities,¹ and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Meijer Settlement Agreement, understands all terms in the Meijer Settlement Agreement, and agrees that by the Meijer Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.
2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Meijer Settlement Agreement pertaining to Releasors as defined therein.
4. The Governmental Entity has the right to enforce the Meijer Settlement Agreement as provided therein.
5. The Governmental Entity, as a Party to the Meijer Settlement Agreement, hereby becomes a Releasor for all purposes in the Meijer Settlement Agreement, including but not limited to all provisions of Section 5 of the Meijer Settlement Agreement (Release), and along with all

¹ Capitalized terms shall have the same meaning as in the Meijer Settlement Agreement.

departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Meijer Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Meijer Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Meijer Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Meijer Settlement Agreement in any respect, the Meijer Settlement Agreement controls.

IN WITNESS WHEREOF, this Meijer Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: _____
By: Thomas P. Murtaugh
Its: County Commissioner
Date: _____