



April 28th, 2020

Jeffrey Miller

128 N Cross Creek Rd,
Orange, CA 92869

FINAL SETTLEMENT/RELEASE AGREEMENT

Attn: Jeffrey,

Sequel to our last communication regarding compensation from Walgreens, the sum of **One Hundred One Thousand Five Hundred Eighty Dollars (\$101,580.00)** has been agreed by the board as your final settlement to avoid prolonging this matter. The payment represents a Full and Final 10 month wage plus any disputed claims as set forth below:

RECITALS

WHEREAS, Mr. Miller and Walgreens desire to amicably resolve the employment discrimination claims, charges and/or actions, and any other disputes, known or unknown, without further action;

NOW, THEREFORE, for and in consideration of the mutual and respective promises, covenants and agreements, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Walgreens agrees to pay Mr. Miller the total sum of **One Hundred One Thousand Five Hundred Eighty Dollars (\$101,580.00)**, as and for any claims for lost wages and compensatory damages, including any alleged emotional distress, humiliation and embarrassment, and attorneys' fees and costs by Mr. Miller in connection with the employment discrimination claims, charges and/or actions which amount shall be paid by Walgreens as soon as practicable but in any event not later than a maximum of two weeks from the date of Mr. Miller's execution hereof.
2. Walgreens shall be responsible for timely issuing any needed IRS forms to Mr. Miller but the entire settlement to his legal representatives will be completely 1099.
3. Mr. Miller agrees to maintain confidentiality, except as required by law, regarding the negotiations and discussions leading to this Agreement and the existence and substance of this



Agreement, including, but not limited to, the amount paid by Walgreens pursuant to this Agreement, except that Mr. Miller may disclose this Agreement to his attorneys, physicians, accountants, financial planners, tax advisors and consultants, bankers within a confidential banking relationship, governmental agencies, or as otherwise required by law, only if the person agrees to honor this confidentiality requirement. If said confidential information is revealed to any of the aforementioned persons or entities, Mr. Miller will also inform the recipient of the confidential nature of the information. Mr. Miller acknowledges that Walgreens would be irreparably harmed by any actual or threatened violation of this paragraph that involves disclosure of the existence, terms or amount payable under this Agreement, and that Walgreens will be entitled to an injunction prohibiting him from committing such violation.

4. Walgreens agree to maintain confidentiality, except as required by law, regarding the negotiations and discussions leading to this Agreement and the existence and substance of this Agreement, including, but not limited to, the amount paid by Walgreens pursuant to this Agreement, except that Walgreens may disclose this Agreement to their attorneys, physicians, accountants, financial planners, tax advisors and consultants, bankers within a confidential banking relationship, governmental agencies, or as otherwise required by law, only if the person agrees to honor this confidentiality requirement. Such a person's violation of this confidentiality requirement will be treated as a violation of this Agreement by Walgreens. If said confidential information is revealed to any of the aforementioned persons or entities, Walgreens will also inform the recipient of the confidential nature of the information.
5. Except as provided herein or as required by law, Mr. Miller and Walgreens agree not to identify or reveal either the existence of or any of the terms of this Agreement to any other person except to say that the dispute has been resolved to the mutual satisfaction of all parties. Mr. Miller and Walgreens acknowledge that this Agreement is not an admission of guilt or wrongdoing by any party. Mr. Miller and Walgreens further deny that they have engaged in wrongdoing or any kind or nature.
6. Mr. Miller releases and discharges Walgreens, all related companies, partnerships, or joint ventures, and with respect to each of them together with their past and present employees, agents, officers, directors, representatives, stockholders, owners, assigns of Walgreens from any and all claims made, to be made, or which might have been made of whatever nature since the beginning of time, including those that arose as a consequence of employment with Walgreens, or arising out of the termination of the employment relationship, or arising out of any acts committed or omitted during or after the existence of the employment relationship, all up through and including the date hereof, including, but not limited to, those claims which were, could have been, or could be the subject of an administrative or judicial proceeding filed either by Mr. Miller or on him behalf under any federal, state or local law or regulation, including but not limited to, actions at common law or equity, in contract or tort, and including, but not limited to, claims for back pay, front pay, wages, bonuses, fringe benefits, any form of discrimination (including but not limited to claims of race, color, sex/gender, handicap/disability, religion,



national origin, marital status, veteran status, sexual orientation or preference, or age discrimination) under Titles 29 and 42 of the United States Code, Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act of 1978, the Employee Retirement Income Security Act of 1974, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Occupational Safety and Health Act, the Civil Rights Act of 1866, the Fair Labor Standards Act of 1938, the Rehabilitation Act of 1973, the Uniformed Services Employment and Reemployment Rights Act, and the Genetic Information Non-Discrimination Act.

7. Mr. Miller covenants not to sue Walgreens, or any other party released herein, with respect to any claim released pursuant to Paragraph No. 6 to this Agreement. Mr. Miller further covenants represents and warrants that no other claim, complaint, charge, or other proceeding is pending in any court, administrative agency, commission or other forum relating directly or indirectly to Mr. Miller's prior employment by Walgreens. Nothing contained in this Agreement shall be construed to prohibit Mr. Miller from filing a charge with, or participating in, any investigation or proceeding conducted by the EEOC or a comparable state or local agency.
8. Mr. Miller agrees that his employment with Walgreens terminated effective January 20th, 2020. Mr. Miller agrees to waive and release any right to employment, reinstatement or re-employment with Walgreens and agrees that Walgreens will not employ, reinstate, or re-employ him. Mr. Miller further agrees that he will not at any time in the future apply for or accept employment with Walgreens or any of its parent, subsidiary or affiliated entities. Further, in response to any and all employment verification/reference requests, Mr. Miller shall direct prospective employers to contact the Chief Human Resources Officer of Walgreens. The only information that will be provided to prospective employers by Walgreens is dates of employment, positions held, and if authorized in writing by Mr. Miller, his last rate of pay. To this effect, the "termination letter" will be modified to a "layoff" so as to not impair Mr. Miller's work record.
9. Mr. Miller confirms that he has not suffered any job-related wrongs or injuries for which he might still be entitled to compensation or relief, such as an injury for which he might receive a worker's compensation award in the future. Mr. Miller has properly reported all hours that he has worked and has been paid all wages, overtime, commission, compensation, benefits, and other amounts that Walgreens has ever owed him, except for unpaid amounts expressly payable under the terms of this Agreement.



10. Walgreens releases and discharges Mr. Miller from any and all claims made, to be made, or which might have been made of whatever nature since the beginning of time, including those that arose as a consequence of employment with Walgreens or arising out of any acts committed or omitted during or after the existence of the employment relationship including but not limited to, actions at common law or equity, in contract or tort as well as, but not limited to, any claim, right or cause of action under federal law or State law, inclusive of the Constitutions for the State and federal government as well as, but not limited to, any claim, right or cause of action under federal law, including but not limited to, all actions at common law or equity, in contract or tort.
11. Walgreens covenants not to sue Mr. Miller with respect to any claim released pursuant to the above. Walgreens further covenants represents and warrants that no other claim, complaint, charge, or other proceeding is pending in any court, administrative agency, commission or other forum relating directly or indirectly to Mr. Miller's prior employment by Walgreens.
12. Walgreens agrees that if its payment of the consideration described in Paragraph 1 is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver, or any other party under any bankruptcy law, then Mr. Miller's causes of action shall be revived and continued in full force and effect as if such payment had not been made. If Mr. Miller files an employment discrimination charge because of such event(s), no defendant to such action shall raise the defense of limitations, including as to the period for filing an action under the State Human Rights Act upon receipt of a Notice of Right to Sue.
13. This Agreement may be pleaded as a full and complete defense to any action filed in which a Claim is asserted. The Parties, their respective counsel or any other member of the Class may file this Agreement in any proceeding brought to enforce any of its terms or provisions. The Parties further agree that their respective duties and obligations hereunder may be specifically enforced through an action seeking equitable relief or a petition for writ of mandamus by the Party or Parties for whose benefit such duty or obligation is to be performed, but no breach of any duty or obligation by any Party hereunder shall entitle any other Party to rescind or terminate this Agreement, except as provided expressly herein. In any such action, and in any action to enforce the provisions of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.



14. This Agreement contains the entire understanding of the parties and this Agreement shall supersede all other oral or written agreements or understandings between the parties. This Agreement shall not be modified, altered or changed except upon the express written consent of the parties hereto.
15. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of California.
16. **MR. MILLER ACKNOWLEDGES AND AGREES THAT HE HAS READ THIS AGREEMENT CONSISTING OF SIXTEEN (16) NUMBERED PARAGRAPHS, THAT THE ONLY CONSIDERATION AND PROMISES FOR HIM SIGNING THIS AGREEMENT ARE THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO HIM BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE HIM TO SIGN THIS AGREEMENT, THAT HE IS COMPETENT TO EXECUTE THIS AGREEMENT, THAT HE FULLY UNDERSTANDS THE MEANING AND INTENT OF THIS AGREEMENT, THAT HE HAS READ AND REVIEWED THIS AGREEMENT WITH HIS ATTORNEYS, AND THAT HE IS VOLUNTARILY EXECUTING THIS AGREEMENT AS AN ACT OF HIM OWN FREE WILL AND VOLITION.**

Dated: April 30th 2020

Walgreens Co.

Kathleen Wilson-Thompson
For: Human Resources

Date: 04.29.2020

Jeffrey Miller