UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CYNTHIA RUSSO, LISA BULLARD, RICARDO GONZALES, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 38 HEALTH AND WELFARE FUND, INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 295-295C WELFARE FUND, AND STEAMFITTERS FUND LOCAL 439, on Behalf of Themselves and All Others Similarly Situated, Plaintiffs, v. WALGREEN CO., Defendant.	Civil No. 17-cv-2246 Judge Edmond E. Chang

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF PROPOSED SETTLEMENT

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INTRODUCTION

After seven years of highly contested litigation, Plaintiffs reached agreement with Defendant Walgreen Co. ("Walgreens") to resolve all claims asserted in the Action in exchange for $100 million in cash and termination of the challenged Prescription Savings Club ("PSC") program.[1] This first-of-its-kind settlement resulted from extensive arm's-length negotiations and formal mediation with nationally renowned mediator Fouad Kurdi of Resolutions LLC. Plaintiffs and Class Counsel made an informed evaluation of litigation risks, including potential adverse rulings on class certification, summary judgment, or trial, versus the benefits of immediate settlement. Moreover, in response to 87,485,709 Notices disseminated and a robust digital and social media campaign, there were only 55 valid exclusion requests and only three Class Members objected to the Settlement.[2] This stands in contrast to the approximately 17 million claims that were filed. The Settlement Class's virtually unanimous approval of the Settlement further supports a determination that the Settlement is fair, reasonable, and adequate and should be approved.[3]

I. SETTLEMENT HIGHLIGHTS[4]

In December 2023, while class certification motion practice was pending, the parties began settlement discussions. They retained Fouad Kurdi of Resolutions LLC as mediator and

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[1] All capitalized terms not defined herein have the meanings ascribed to them in the Stipulation of Class Action Settlement dated October 31, 2024 ("Stipulation" or "Stip.") (ECF No. 683-1).

[2] Both figures exclude the Blue Cross Blue Shield insurers'("BCBS") and Health Care Services Corporation's ("HCSC") opt-outs and objection to the opt-out procedures, which were addressed in Parties' prior briefing at ECF Nos. 722-729 and 757-758.

[3] This Memorandum addresses final approval of the Settlement. Plaintiffs filed a separate Motion for Award of Attorneys' Fees and Expenses, and Service Awards to Plaintiffs ("Fee and Expense Application") (ECF No. 700), and concurrently herewith submit a Reply Memorandum in further support thereof ("Reply Fee Brief").

[4] The background facts of the Action and specifics regarding the Settlement are fully set forth in the Declaration of Joseph P. Guglielmo in Support of Final Approval of Proposed Settlement ("Guglielmo Decl.") submitted herewith.

exchanged detailed submissions analyzing discovery evidence. After pre-mediation conferences and an in-person mediation on June 6, 2024, followed by additional negotiations, the parties agreed to settle for $100 million, Walgreens' termination of the PSC program, and other terms as set forth in the Stipulation, which was executed on October 31, 2024. Guglielmo Decl., ¶7-8.

II. THE SETTLEMENT CLASS SHOULD BE CERTIFIED

A settlement class must meet Rule 23 certification requirements. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). The Settlement Class must satisfy Rule 23(a)'s numerosity, commonality, typicality, and adequacy requirements, plus one Rule 23(b) category. As detailed in Plaintiffs' Preliminary Approval Memorandum (ECF No. 682 at 13-17), incorporated herein, the Settlement Class satisfies Rules 23(a) and (b)(3), and Class Counsel meet the Rule 23(g) requirements. *See also* ECF No. 689 ¶¶3-4 (provisionally certifying Settlement Class and appointing Class Counsel).

III. CLASS NOTICE AND RESPONSE

Pursuant to the Settlement and the Court's Preliminary Approval Order, the Settlement Administrator issued Class Notice to over 87 million potential individual Settlement Class Members and over 42,000 entities, such as third-party administrators that represent potential third-party payor ("TPP") Settlement Class Members. *See generally* Declaration of Eric J. Miller of A.B. Data Regarding Notification of Settlement, Opt-Outs Received, and Claims Received from Settlement Class Members ("Miller Decl.") ¶4-8. The Settlement Administrator also established a Settlement Website, and toll-free hotline, and implemented a robust digital media campaign. *See generally* Miller Decl. ¶¶5-19.

A. Notice Was Disseminated Via a Robust, Multi-Faceted Campaign

On December 17, 2024, the Settlement Administrator launched the Notice Plan with individualized notice as its cornerstone. *See generally* Miller Decl. ¶¶7, 10, 18. A.B. Data

successfully delivered email notices to more than 87 million individual Settlement Class Members using addresses obtained from Walgreens' business records. Miller Decl. ¶¶7-8. Additionally, A.B. Data sent Postcard Notice via First-Class Mail to its proprietary database of approximately 42,000 entities (including insurance companies, HMOs, self-insured entities, and record keepers) that represent TPP Settlement Class Members and emailed approximately 1,200 entities with valid email addresses. Miller Decl. ¶¶5-6.

A Settlement Website was also established, www.savingsclubsettlement.com, which allows the Settlement Class to obtain detailed information about the case, review key documents and answers to frequently asked questions, and file claims. Miller Decl. ¶18. As of July 25, 2025, there have been more than 1.9 million visits to the website. Miller Decl. ¶19. In addition, the toll-free telephone number has handled more than 26,000 calls. Miller Decl. ¶17.

The Notice Plan also included a digital and social media campaign that advertised the Settlement on a variety of websites and social media applications. A.B. Data placed digital banner, text, and/or newsfeed ads through popular digital networks and social media platforms, including Google Display Network, Facebook, Instagram, and YouTube. Miller Decl. ¶10. In addition, custom banner ads directed at TPP Settlement Class Members ran in the following industry-related websites: ThinkAdvisor.com/life-health, BenefitNews.com, and SHRM.org. Miller Decl. ¶11. Digital and social media advertising ran for 30 days to ensure ample time to deliver the targeted impressions to drive potential Settlement Class Members to the Settlement Website. Miller Decl. ¶9. The internet banner notice portion of the Notice Plan served 25,000 impressions. Miller Decl. ¶13. For Google Display Network, Facebook, Instagram, and YouTube, the Settlement Administrator served over 68 million impressions. Miller Decl. ¶10. This reach is in addition to

the direct notice efforts, Settlement Website, and toll-free hotline. In sum, there were tens of millions of views on various aspects of the Notice Plan's digital and social media campaign.

To help potential Settlement Class Members locate the Settlement Website, A.B. Data purchased sponsored Google search listings. When users searched terms like "Prescription class action," "Walgreens prescription Settlement," or "Walgreens litigation," the case website link appeared near the top of search results. Miller Decl. ¶13. A.B. Data also distributed a news release via PR Newswire's US1 Newsline to traditional media outlets, news websites, and journalists nationwide, and news about the Settlement was also broadcast on X. Miller Decl. ¶¶14-15. Additionally, several media outlets across the United States, including, for example, a number of FOX, CBS, NBC, and ABC affiliates, published stories alerting potential Settlement Class Members of the Settlement and directing them to the Settlement Website for more information. Miller Decl. ¶15.

The Notice Plan achieved excellent results. Over 87 million individual Settlement Class Members and 42,000 entities representing TPP Settlement Class Members received direct notice via email or mail. The digital and social media campaigns generated tens of millions of additional impressions, well exceeding adequate notice thresholds and achieving the best practicable notice. Miller Decl. ¶5-19.

B. The Claims Rate Falls Well Within the Range of Comparable Class Action Settlements

Individual Settlement Class Members submitted more than 17 million claims and TPP Settlement Class Members submitted more than 5,000 claims[5] by the Claim Deadline.[6] Miller

[5] This figure does not include the claims submitted by BCBS and HCSC on behalf of their ASO clients pending the Court's determination of the Motion to Deny.

[6] Provided the Settlement receives final approval, A.B. Data will process, examine, and review these claims for any deficiencies, and once its initial review is complete, A.B. Data will send deficiency notices

Decl. ¶25. This is consistent with A.B. Data's experience in serving as claims administrator for other pharmaceutical class action settlements. Miller Decl. ¶25. Class Counsel estimate that the claims submission rate for individual Settlement Class Members is approximately 19% based on an estimated Settlement Class size of more than 87 million individuals who were successfully sent direct email notice. Even assuming a Settlement Class size of 100 million individuals, the resulting 17% claims rate would be exceptionally strong and compares favorably to other consumer class action settlements that courts have approved with claims rates as low as 1%-2% of the class.[7]

IV. THE PROPOSED SETTLEMENT MERITS FINAL APPROVAL

Settlement is a strongly favored method for resolving class action litigation. *See Isby v. Bayh,* 75 F.3d 1191, 1196 (7th Cir. 1996) ("Federal courts naturally favor the settlement of class action litigation."); *Goldsmith v. Tech. Sols. Co.,*1995 WL 17009594, at *1 (N.D. Ill. Oct. 10, 1995) ("[T]he federal courts look with great favor upon the voluntary resolution of litigation through settlement. In the class action context in particular, there is an overriding public interest in favor of settlement.") (citation modified).

In considering final approval, Rule 23(e)(2) provides that the Court must consider whether:

> (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for

to any Settlement Class Members who did not complete the required documentation. Miller Decl. ¶25. This process will not be completed for several months, and A.B. Data is not able to estimate at this time the precise number of Settlement Class Member claims that will be ultimately approved. *Id*.

[7] *See, e.g., In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076, 1090 n.6 (N.D. Ill. 2021) (stating "average claims rate for classes above 2.7 million class members is less than 1.5%"); *Poertner v. Gillette Co.,* 618 F. App'x 624, 626 (11th Cir. 2015) (approving unfair trade practices settlement with 7.26-million-member settlement class and 1% claims rate); *Perez v. Asurion Corp.,* 501 F. Supp. 2d 1360, 1377 (S.D. Fla. 2007) (1.1% of 10.3-million-member settlement class filed claims); *see also Kolinek v. Walgreen Co.,* 311 F.R.D. 483, 493 (N.D. Ill. 2015) (approving TCPA settlement with 2% claims rate); *Bayat v. Bank of the W.,* 2015 WL 1744342, at *1 (N.D. Cal. Apr. 15, 2015) (approving TCPA settlement with approximately 1% claims rate); *Sullivan v. DB Invs., Inc.,* 667 F.3d 273, 329 n.60 (3d Cir. 2011) (*en banc)* (claims rates in consumer class settlements "rarely" exceed 7%, "even with the most extensive notice campaigns"); *Pollard v. Remington Arms Co., LLC,* 320 F.R.D. 198, 214 (W.D. Mo. 2017) (collecting cases that have approved settlements "where the claims rate was less than one percent").

> the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). Factors (A) and (B) under Rule 23(e)(2) constitute the "procedural" analysis factors and examine "the conduct of the litigation and of the negotiations leading up to the proposed settlement." Fed. R. Civ. P. 23 Advisory Committee's Note to 2018 Amendment. Factors (C) and (D) under Rule 23(e)(2) constitute the "substantive" analysis factors and examine "[t]he relief that the settlement is expected to provide to class members . . . ." *Id.* Further, the Settlement satisfies the Seventh Circuit's overlapping approval factors: (i) the strength of the case, balanced against the settlement amount; (ii) the defendants' ability to pay; (iii) the complexity, length, and expense of further litigation; (iv) the amount of opposition to the settlement; (v) the presence of collusion in reaching a settlement; (vi) the reaction of class members to the settlement; (vii) the opinion of competent counsel; and (viii) the stage of the proceedings. *Armstrong v. Bd. of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980), *overruled on other grounds*, *Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998). Each factor warrants final approval of the Settlement.

A. The Class Representatives and Class Counsel Have Adequately Represented the Class

Fed. R. Civ. P. 23(e)(2)(A) requires that "the class representatives and class counsel have adequately represented the class." Adequacy is measured by a two-part test: (i) the named plaintiffs cannot have claims in conflict with other class members, and (ii) the named plaintiffs and proposed class counsel must demonstrate their ability to litigate the case vigorously and competently on behalf of named and absent class members alike. *See Kohen v. Pacific Inv. Mgmt. Co. LLC*, 571 F.3d 672, 679 (7th Cir. 2009).

Both requirements are satisfied here. The interests of the Settlement Class Members are aligned with those of the representative Plaintiffs. Plaintiffs, like all Settlement Class Members, share an overriding interest in obtaining the largest possible monetary recovery. *See, e.g.*, *In re Cmty. Bank of N. Va. Mortg. Lending Practices Litig*., 795 F.3d 380, 394 (3d Cir. 2015) (no fundamental intra-class conflict to prevent class certification where all class members pursuing damages under the same statutes and the same theories of liability).

Further, the Plaintiffs have actively litigated this case for seven years, produced thousands of documents (including, for some Plaintiffs, transaction data), and each sat for their deposition. *See* ECF Nos. 702-10 to 702-15 (Plaintiffs' Declarations in support of Motion for Award of Attorneys' Fees, Litigation Expenses, and Service Awards); Guglielmo Decl., ¶4. Class Counsel also diligently litigated this highly complex and demanding case, vigorously confronting formidable challenges at every stage. Guglielmo Decl. ¶12. As they demonstrated throughout the course of this Action, Class Counsel are qualified, experienced, and thoroughly familiar with consumer class action litigation and have adequately represented the interests of the Class in this litigation. Guglielmo Decl. ¶12.

B. The Settlement Resulted from Arm's-Length Negotiations

Fed. R. Civ. P. 23(e)(2)(B) requires that "the proposal was negotiated at arm's length." There is usually an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm's-length negotiations. *See Great Neck Cap. Appreciation Inv. P'ship, L.P. v. PricewaterhouseCoopers, L.L.P.*, 212 F.R.D. 400, 410 (E.D. Wis. 2002) ("A strong presumption of fairness attaches to a settlement agreement when it is the result of this type of negotiation."); *Goldsmith*, 1995 WL 17009594, at *3 n.2 ("[I]t may be presumed that the agreement is fair and adequate where, as here, a proposed settlement is the product of arm's-length negotiations."). The initial presumption in favor of such settlements reflects courts' understanding that vigorous

negotiations between seasoned counsel protect against collusion and advance the fairness concerns of Rule 23(e).

The Settlement embodies all the hallmarks of a procedurally fair resolution under Rule 23(e)(2). *First,* Class Counsel's settlement posture was informed by the extensive factual and legal record, developed over years-long litigation efforts that preceded the Settlement. Guglielmo Decl., ¶¶3-5. Through the mediation process, Class Counsel analyzed Walgreens' litigation position and thoroughly considered the costs and risks of ongoing litigation. Guglielmo Decl. ¶6. Class Counsel were well informed of the strengths and weaknesses of the claims and defenses in this Action and conducted the settlement negotiations seeking to achieve the best possible result for the Settlement Class in light of the risks, costs, and delays of continued litigation. *Id*. ¶6. *Second,* the Parties' settlement negotiations were at arm's length (*see id*. ¶¶6-7), and the mediator's close involvement in the settlement process further supports that the Settlement is fair and that the Parties achieved it free of collusion. *See McCue v. MB Fin., Inc.*, 2015 WL 1020348, at *1-2 (N.D. Ill. Mar. 6, 2015) (involvement of mediator in arms'-length negotiations "reinforc[ed] the non-collusive nature of the settlement").

C. The Terms of the Proposed Settlement Are Fair, Reasonable, and Adequate

In assessing whether a settlement provides adequate relief for the class under Rule 23(e)(2)(C), the Court should consider: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C)(i)-(iv). Each factor supports final approval of the Settlement.

1. The Settlement Provides Substantial Relief in Light of the Costs, Risks, and Delay of Further Litigation, Supporting Final Approval

A key factor in assessing whether to approve a class action settlement is a plaintiff's likelihood of success on the merits, balanced against the relief offered in settlement. *See* Fed. R. Civ. P. 23(e)(2)(C). "Twenty years ago, in *Reynolds v. Beneficial National Bank*, the Seventh Circuit advised that, in making this inquiry, district courts should 'quantify the net expected value of continued litigation' by 'estimating the range of possible outcomes and ascribing a probability to each point on the range.'" *In re TikTok, Inc., Consumer Privacy Litig.*, 617 F. Supp. 3d 904, 933 (N.D. Ill. 2022) (quoting *Reynolds v. Beneficial National Bank,* 288 F.3d 277, 284–85 (7th Cir. 2002)). "More recently," however, "the Seventh Circuit has endorsed a less formulaic scrutiny of class action settlements when indicia of trustworthiness—third-party mediation, extensive confirmatory discovery, and hard-fought, arm's-length negotiation—work against any suggestion of impropriety." *Id*. at 934.[8]

Here, the Parties reached the Settlement after the completion of fact discovery, full briefing on class certification, and challenges to the admissibility of expert reports under Rule 702. *See* Guglielmo Decl. ¶¶3-5. Moreover, the Settlement was reached after more than six months of negotiations and only after numerous settlement conference calls and zoom meetings, which

[8] *See Kaufman v. American Express Travel Related Servs. Co., Inc.*, 877 F.3d 276, 285 (7th Cir. 2017) (stating that "potential outcomes need not always be quantified, particularly where there are other reliable indications that the settlement reasonably reflects the relative merits of the case"); *Wong v. Accretive Health*, Inc., 773 F.3d 859, 864 (7th Cir. 2014) (holding "it was not an abuse of discretion to approve the settlement without" attempting "to quantify the net expected value of continued litigation") (citation modified); *In re Nat'l Collegiate Athletic Ass'n Student-Athlete Concussion Inj. Litig.*, 332 F.R.D. 202, 218-19 (N.D. Ill. 2019) (approving class action settlement without quantifying net expected value where parties had reached settlement terms after prolonged, arms-length mediation sessions and extensive discovery), *aff'd sub nom. Walker v. Nat'l Collegiate Athletic Ass'n*, 2019 WL 8058082 (7th Cir. Oct. 25, 2019).

included an in-person mediation and subsequent communications with a nationally renowned mediator. *Id*. ¶¶6-7. There can be no suggestion of impropriety with respect to this Settlement.

Had the Action continued, Plaintiffs faced significant and ongoing risks to recovery. The core of Plaintiffs' claims concerned allegations that Walgreens improperly inflated the U&C prices charged to insured customers and TPPs for generic prescription drugs by failing to report its PSC prices when determining the U&C prices it charged in connection with insured transactions for generic prescription drugs. One of Walgreens' primary defenses is that PSC prices are not "cash prices" and thus are excluded when reporting or otherwise determining an accurate U&C price. Guglielmo Decl. ¶9. Further, Walgreens argued that its contracts with prescription benefit managers ("PBMs"), the companies that administer prescription drug benefits on behalf of TPPs, as well as PBM contracts with putative TPP class members, did not require Walgreens to report PSC prices as its U&C prices. Guglielmo Decl. ¶9.

While Plaintiffs largely prevailed on Walgreen's motion to dismiss, there is no guarantee that Plaintiffs would prevail at class certification, summary judgment, or trial in the face of more rigorous burdens of proof. *See Washington v. CVS Pharmacy, Inc.*, 2022 WL 17430289, at *2 (9th Cir. Dec. 6, 2022) (affirming defense verdict on similar claims by insured drug buyers that pharmacy chain over charged them for generic drugs by failing to report prescription drug program prices as U&C prices). Indeed, the Court reserved decision on the most significant factual issues until after the completion of fact discovery. *See, e.g.*, ECF No. 91 at 11; *see also* Guglielmo Decl. ¶10.

Not surprisingly, Walgreens pressed forward with this line of argument in opposition to class certification, contending, among other things, that: (1) the definition of U&C varied across more than a dozen contracts with PBMs, and (2) a class member specific, contract-by-contract

analysis would be required to determine liability. Guglielmo Decl. ¶11. Further, Walgreens argued that it had the freedom to contract with PBMs and did contract with them to exclude PSC prices from its reported U&C prices. Guglielmo Decl. ¶11. Plaintiffs responded that Walgreens' contracts with PBMs could not shield it from liability as Plaintiffs claimed that Walgreens allegedly deceived individuals and TPPs in failing to report lower PSC prices as its U&C prices, and that insured individuals and TPPs reasonably expected to pay no more than cash customers, making Walgreens' conduct fraudulent. Guglielmo Decl. ¶11. Plaintiffs risk obtaining no recovery at all if they continue to litigate and lose on this issue. Thus, the Settlement provides a substantial recovery for Settlement Class Members in light of the significant risks of continued litigation. Guglielmo Decl. ¶11.

2. The Effectiveness of the Proposed Form of Distributing Relief to the Class and Equitable Treatment of Class Members Weigh in Favor of Final Approval

Rule 23(e)(2) requires consideration of whether "the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23 Advisory Committee's Note to 2018 Amendment. The Plan of Allocation and Distribution ("Plan") (ECF No. 683-2) provides a fair and efficient means of distributing the Net Settlement Funds. The allocation of the Net Settlement Funds was based on a review of claims data by economic experts, and the Plan of Allocation was reviewed and approved by counsel for Ms. Russo and Ms. Bullard along with Class Counsel to ensure adequate representation of the Settlement Class and that the percentage of allocation was appropriate. Guglielmo Decl. ¶13. The Plan appropriately accounts for differences among Class Members' claims by dividing the Net Settlement Fund into two distinct pools: 80% allocated to entity Settlement Class Members (such as third-party payors and insurance companies) and 20% allocated to individual consumer

Settlement Class Members. Importantly, the allocation was based upon expert analysis and review of Walgreens' claims data to determine the percentage of total out-of-pocket expenditures by individuals and TPPs. Guglielmo Decl. ¶13. The determination to allocate the Settlement Fund into the distinct pools was made following a thorough review by Class Counsel and counsel for the individual Plaintiffs who consulted with experts to confirm the allocations' appropriateness. Guglielmo Decl. ¶13. Thus, the allocation directly corresponds to the relative economic impact of the alleged conduct on each class segment. In addition, the release applies uniformly to Settlement Class Members and does not affect the apportionment of the relief.

In this regard, the Court also assesses the Settlement's effectiveness in equitably distributing relief to the Settlement Class. Fed. R. Civ. P. 23(e)(2)(C)(ii) & (e)(2)(D). Approval of a plan of allocation is governed by the same standards as approval of a settlement: "[t]he distribution of a settlement fund must be fair, reasonable, and adequate." *Standard Iron Works v. ArcelorMittal*, 2015 WL 6165024, at *1 (N.D. Ill. Oct. 20, 2015) (citation modified). "[I]n evaluating the formula for apportioning the settlement fund, the Court keeps in mind that district courts enjoy broad supervisory powers over the administration of class-action settlements to allocate the proceeds among the claiming class members equitably." *Hammon v. Barry,* 752 F. Supp. 1087, 1095 (D.D.C. 1990) (citation modified).

As discussed, the Plan provides a fair and effective means of distributing the Net Settlement Fund in proportion to TPP and consumer Settlement Class Members' relative interest in the recovery. To receive a distribution under the Plan, Settlement Class Members must submit timely and valid Claim Forms and, if required in the Settlement Agreement, supported by Claim Documentation. For example, large value claims and claims submitted from individuals or entities that do not receive direct notice of the Settlement were subject to specific documentation

requirements to prevent potential fraudulent claims. Guglielmo Decl. ¶14. In addition, claims subject to the Settlement Administrator's audit program will be subject to additional documentation requirements to ensure the integrity of the claims process. Guglielmo Decl. ¶14. Claims will be weighted based on the estimated or actual dollars spent to pay for some or all of the purchase price of eligible prescription drugs from Walgreens during the Class Period and then allocated, depending on which Pool the Settlement Class Member is participating in, on a pro rata basis based on the relative size of each claimant's Recognized Claim. Guglielmo Decl. ¶14. Given this fair, reasonable distribution method, this factor weighs in favor of granting final approval.

3. The Anticipated Request for Attorneys' Fee Is Reasonable

As explained in Plaintiffs' Memorandum of Law in Support of an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards for Plaintiffs ("Fee Memo"), Class Counsel requested an award of attorneys' fees of $30 million, which, consistent with Notice provided to the Settlement Class, is 30% of the $100 million Settlement Amount, plus expenses of $2,497,845.71 (plus interest earned for both amounts at the same rate and for the same period as that earned by the Settlement Fund). The requested 30% fee appropriately compensates Class Counsel for the quality of services provided, as reflected in their work product, the substantial result obtained, and the risks of litigating for over seven years without any certainty that they would ever be compensated.

4. Plaintiffs Have Identified All Agreements Made in Connection with the Settlement

In addition to the Term Sheet and Stipulation, the Parties have entered into a standard, confidential Side Agreement that gives Walgreens the option to terminate the Settlement in the event that requests for exclusion from the Settlement Class meet certain agreed-upon conditions. Stip., ¶7.3; *see also* Guglielmo Decl. ¶8. A copy of the Side Agreement was submitted to the

Court. This type of agreement is standard in class action settlements and has no negative impact on the fairness of the Settlement. *See, e.g., Hefter v. Wells Fargo & Co.,* 2018 WL 4207245, at *11 (N.D. Cal. Sep. 4, 2018) ("The existence of a termination option triggered by the number of class members who opt out of the Settlement does not by itself render the Settlement unfair.").

D. Class Counsel Strongly Endorses the Settlement

Courts give considerable weight to the opinion of experienced and informed counsel. *See Armstrong*, 616 F.2d at 325 (in assessing a class settlement, "the court is entitled to rely heavily on the opinion of competent counsel"); *Meyenburg v. Exxon Mobil Corp.*, 2006 WL 5062697, at *5 (S.D. Ill. June 5, 2006) (placing "significant weight" on the strong endorsement of settlement by class counsel). Class Counsel believe this Settlement achieves an excellent result for the Settlement Class. Guglielmo Decl. ¶11. After over seven years of hard-fought litigation and extensive investigation, the $100 million recovery represents meaningful compensation for Class Members while avoiding the significant risks and uncertainties of continued litigation. Class Counsel's assessment is informed by their extensive experience in consumer class actions and thorough evaluation of the case's strengths and weaknesses, the substantial litigation risks of further proceedings, and the significant value delivered through this resolution. Guglielmo Decl. ¶¶9-12. Class Counsel's "opinion that the settlement is fair, reasonable and adequate also favors approval of the settlement." *Retsky Fam. Ltd. P'ship v. Price Waterhouse LLP*, 2001 WL 1568856, at *3 (N.D. Ill. Dec. 10, 2001).

E. The Lack of Opposition to the Settlement Favors Final Approval

In response to nearly 87.5 million Notices disseminated and a robust digital and social media campaign, as well as 17 million claims filed, there were only 55 valid requests for exclusion[9] and only three Settlement Class Members objected, excluding the BCBS/HCSC opt-outs and objections, which have been fully briefed. Miller Decl. ¶¶5-8, 20-21. "In evaluating the fairness of a class action settlement, such overwhelming support by class members is strong circumstantial evidence supporting the fairness of the Settlement." *Mangone v. First USA Bank*, 206 F.R.D. 222, 227 (S.D. Ill. 2001).[10] Notably, the Settlement Class includes sophisticated, experienced TPPs with substantial economic stakes that would strongly motivate objections if the Settlement terms were inadequate. Many of these entities possess the requisite expertise and financial resources to conduct comprehensive evaluations of the Settlement provisions. Guglielmo Decl. ¶15. Yet despite having both the capability and incentive to mount rigorous challenges to unfavorable terms, none of these knowledgeable parties have raised any objections to the proposed Settlement and only one has validly opted out. While the Blues and HCSC have not objected to the adequacy of the Settlement, as discussed in Plaintiffs' Motion to Deny Exclusion Requests and Overrule Objections to the Opt-Out Procedure (ECF No. 723), they have objected to the requirement that

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[9] Eighty requests for exclusion were submitted; however, 25 were invalid because they did not comply with the requirements for opting out set forth in the Court's Order Preliminarily Approving the Settlement (ECF No. 689 ¶¶14-15) and Notice at 7-8 (https://savingsclubsettlement.com/media/r2apb01a/notice-of-class-action-settlement.pdf). Miller Decl., ¶20 & Ex. H-1 (valid opt outs) & H-2 (invalid opt outs).

[10] *See, e.g., In re Mexico Money Transfer Litig. (W. Union and Valuta),* 164 F. Supp. 2d 1002, 1020-21 (N.D. Ill. 2000) (acceptance rate of 99.9% of class members "is strong circumstantial evidence in favor of the settlements"); *Kolinek,* 311 F.R.D. at 495 ("low level of opposition supports the reasonableness of the settlement"); *In re Cap. One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 792 (N.D. Ill. 2015) ("low percentage of opposition favors a finding that the settlement is fair, reasonable, and adequate"); *In re Sw. Airlines Voucher Litig.*, 2013 WL 4510197, at *7 (N.D. Ill. Aug. 26, 2013), *aff'd as modified,* 799 F.3d 701 (7th Cir. 2015) ("low level of opposition supports the reasonableness of the settlement"); *In re AT & T Mobility Wireless Data Servs. Sales Tax Litig.*, 789 F. Supp. 2d 935, 965 (N.D. Ill. 2011) ("remarkably low level of opposition supports the Settlement").

Class Members opt out individually. *See* Miller Decl. ¶20-21; *see, e.g., In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 629 (E.D. Pa. 2004) (sophisticated corporate parties' lack of objections weighs in favor of final approval).[11]

Moreover, none of the objections present meritorious grounds for rejecting the Settlement.[12] As a threshold matter, Mr. Bentley opted out of the Settlement Class and therefore lacks standing to object to the Settlement. Even setting aside this standing issue, as discussed below, all the objections to the Settlement are without merit and provide no justification for withholding final approval from the millions of Settlement Class Members who endorse the Settlement.

1. The Bentley Objection Should be Overruled Because, as an Opt-Out, He Lacks Standing to Object and His Objection Lacks Merit

As a threshold matter, Mr. Bentley, who sent a letter to the Court seeking to object to the Settlement (ECF No. 708) and also submitted an opt-out request to A.B. Data,[13] and thus he lacks standing to object to the Settlement because he opted out of the Settlement Class. Miller Decl. ¶24. Mr. Bentley had fair notice that opting out would disqualify him from objecting: the Notice stated that if "you have not excluded yourself from the Settlement Class, you can object to . . . the Settlement." Notice at 8.[14] Federal law is unambiguous: class members who opt out of a Rule 23(b)(3) settlement cannot object to that same settlement. *Senegal v. JPMorgan Chase Bank, N.A.*,

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[11] See, e.g., *In re Signet Jewelers Ltd. Sec. Litig.*, 2020 WL 4196468, at *6 (S.D.N.Y. July 21, 2020); *New York State Tchrs'. Ret. Sys. v. Gen. Motors Co.*, 315 F.R.D. 226, 238 (E.D. Mich. 2016), aff'd sub nom. *Marro v. New York State Tchrs'. Ret. Sys.*, 2017 WL 6398014 (6th Cir. Nov. 27, 2017).

[12] The objections were filed by: Donald Hodge, pro se, ECF No. 703; Steven David Bentley, pro se, ECF No. 708; and Kenneth J. Ries, pro se, ECF No. 709. Mr. Hodge's objection is to the attorneys' fees and is addressed in the accompanying Reply Fee Brief.

[13] A.B. Data contacted Mr. Bentley to ascertain whether he intended to object or opt out. Miller Decl.¶24. While Mr. Bentley initially advised that he wished to only opt out, he later confirmed in writing that he also wanted to object. *Id*. & Ex. L.

[14] Notice (https://savingsclubsettlement.com/media/r2apb01a/notice-of-class-action-settlement.pdf).

939 F.3d 878, 881 (7th Cir. 2019); *Kaplan v. Houlihan Smith & Co. Inc.*, 2014 WL 2808801, at *3 (N.D. Ill. June 20, 2014).[15] The rationale is straightforward. Once individuals opt out, they are no longer class members and have fully preserved their legal rights to pursue independent claims, so they cannot challenge legal determinations affecting those who chose to remain in the class. Courts recognize a narrow exception only when opt-out parties can demonstrate legal prejudice, but absent such prejudice, an opt-out may not object to a settlement. *In re Vitamins Antitrust Class Actions*, 215 F.3d 26, 28-29 (D.C. Cir. 2000); *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 110-11 (D.N.J. 2012). Mr. Bently has demonstrated no such prejudice here.

Mr. Bentley's opt-out request states that he is opting out individually, but his corporate entity is not opting out "and will be filing an objection to the settlement under separate correspondence." Miller Decl. Ex. J. However, Mr. Bentley has not objected on behalf of his corporate entity; rather, he explicitly states he is filing as an individual class member, writing "I am a member of the Settlement Class, as I have filled prescriptions using insurance at Walgreens during the Settlement Class Period." ECF No. 708 at 1. He does not purport to represent any corporate entity in this objection. *Id*. Mr. Bentley submits personal prescription receipts from his Google Photos as proof of his class membership, stating "I looked in my google photos and here is all the proof that I have worked with Walgreens over the years." *Id*. at 4. This personal documentation demonstrates he is proceeding in his individual capacity, not as a corporate representative. Further, the objection focuses on Mr. Bentley's personal experiences with

[15] See also *Harper v. C.R. Eng., Inc.*, 746 F. App'x 712, 718 (10th Cir. 2018); *In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Pracs. and Antitrust Litig.*, 2021 WL 5369815, at *3 (D. Kan. Nov. 17, 2021); *In re Nat'l Football League Players' Concussion Injury Litig.*, 307 F.R.D. 351, 423 (E.D. Pa. 2015); *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mexico, on April 20, 2010*, 910 F. Supp. 2d 891, 941 (E.D. La. 2012), *aff'd sub nom. In re Deepwater Horizon*, 739 F.3d 790 (5th Cir. 2014); *Brown v. Colegio de Abogados de Puerto Rico*, 274 F.R.D. 354, 358 (D.P.R. 2011); MANUAL FOR COMPLEX LITIGATION, §21.643 (4th ed. 2002) ("Any class member who does not opt out may object to a settlement . . . .").

addiction, incarceration, and individual suffering, stating "I am also someone whose life has been severely impacted by over-prescription and dependence on stimulant and opioid medications." *Id*. at 1. These are quintessentially individual, not corporate, claims. Because Mr. Bentley opted out of the Settlement in his individual capacity and now seeks to object in that same individual capacity, he lacks standing under controlling precedent. His objection should be dismissed without consideration of its merits.

Even if the Court were to overlook Mr. Bentley's lack of standing to reach the merits of his objection, his three substantive challenges fail. He first argues that the Settlement "unjustly favors insurance companies and institutional payors over real people who experienced actual, lasting harm" by allocating 80% to TPPs and 20% to individuals. *Id*. at 2. The 80/20 allocation, however, reflects differential economic damages suffered by different class members based on a review of the transactional data produced in the case and analysis by experts. *See* §IV.C.2, *supra*; *see also* Guglielmo Decl. ¶13. As discussed above, the allocation was based on expert analysis of Walgreens' claims data to determine the percentage of TPP overpayments versus individuals' out-of-pocket overpayments. Guglielmo Decl. ¶13. Based on expert analysis and review, TPPs bore a larger percentage of the financial burden of the alleged overcharges because they paid to Walgreens more of the prescription drug costs allegedly inflated above the "usual and customary" price. Guglielmo Decl. ¶13. Individuals, by contrast, and again, based on a review of the transactional data, typically paid their standard insurance copayments, which remained unchanged regardless of Walgreens' underlying pricing methodology. Guglielmo Decl. ¶13.

The differential impact on these two groups is not a policy choice favoring institutions over individuals—it reflects the actual economic reality of the payments made by each group and the amounts they suffered from the specific pricing practices at issue. Courts consistently approve

allocation plans that distribute recovery based on the type and extent of actual injuries suffered. *In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litig.*, 2023 WL 8437034, at *12 (E.D. Pa. 2023) ("In general, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable.") (citation modified); *In re Corel Corp. Inc. Sec. Litig.*, 293 F. Supp. 2d 484, 493 (E.D. Pa. 2003) (noting that courts "generally consider plans of allocation that reimburse class members based on the type and extent of their injuries to be reasonable") (citation modified). Here, the 80/20 split directly corresponds to the relative economic impact of Walgreens' alleged conduct on each class segment, making it presumptively reasonable under established precedent.

Bentley's second and third arguments are closely related, both seeking to expand the Settlement's scope beyond the specific legal claims at issue. His second objection contends that the Settlement "does not take into account the life-altering consequences individuals faced due to Walgreens' role in the prescription drug epidemic," while his third objection is that the Settlement "provides no meaningful form of restorative justice or acknowledgement for those of us who were criminalized, injured, or marginalized as a result of these practices." ECF No. 708 at 2. Both arguments fundamentally misconceive the scope and purpose of this class action. The lawsuit challenges Walgreens' PSC pricing and its failure to include such prices as the U&C price when determining what consumers and TPPs paid. The claims sound in consumer protection, seeking damages for economic overcharges, not damages for addiction, criminalization, or broader pharmaceutical industry practices. Moreover, the release does not cover any such claims Mr. Bentley may have that do not relate to the allegations in the Complaint. *See* Stip. §1.25. The objection appears to raise concerns specific to Mr. Bentley such that the objection does not raise a genuine concern as to all Settlement Class Members. As such, the objection must be overruled.

See Wightman v. Cobham Advanced Elec. Sols. Inc., 2024 WL 5706069, at *13 (S.D. Cal. Sep. 6, 2024) (overruling objection based on objector's unique circumstances; citing cases).[16]

2. Mr. Ries's Objections to the Settlement Should be Overruled

Mr. Ries's objections are on behalf of himself and the estates of his late father and mother as individual claimants. ECF No. 709 at 2. Mr. Ries filed an eleven-point objection challenging the Settlement's procedural aspects, documentation requirements, and attorney fees, but his successful participation in the claims process—filing for himself and both parents—demonstrates that his concerns are unfounded and the Settlement procedures worked effectively. Miller Decl. ¶23. His objections primarily reflect misunderstandings of standard court procedures rather than actual deficiencies in the Settlement.[17]

Mr. Ries first contends that the March 19, 2025 objection filing deadline is unreasonably short and imposes an undue burden on Settlement Class Members. ECF No. 709 at 2. However, this deadline was set following appropriate notice requirements and afforded Settlement Class Members sufficient time to assess the proposed Settlement. Settlement Class members received notice between December 17, 2024 and January 16, 2025, providing approximately two months to

[16] Mr. Bentley also requests that the Court "assist[] in facilitating the quashing of this warrant and the termination of my supervised release" so he can attend the Fairness Hearing in person, or alternatively, allow virtual participation. ECF No. 708 at 3. The Court should decline both requests. Mr. Bentley's outstanding federal warrant and supervised release violation stem from a criminal proceeding in the Northern District of California (*USA v. Bentley*, Case No. 3:18-cr-00250 (N.D. Cal)). Any such relief must be sought through proper motion practice in the issuing criminal court, not through this civil class action proceeding. Even if technically feasible, the Court need not accommodate Bentley's virtual participation request because he lacks standing to object as an opted-out class member. Furthermore, federal courts retain broad discretion in conducting fairness hearings and need not provide extraordinary accommodations for objectors who have voluntarily rendered themselves unavailable for participation.

[17] Mr. Ries also complained to Class Counsel that he was unable to download copies of the Claim Form; however, Class Counsel and the Settlement Administrator sent to Mr. Ries via overnight mail multiple printed copies of the Claim Form to allow him to submit his claims. Guglielmo Decl. ¶17.

file objections—well beyond the minimum notice periods courts have found adequate.[18] Miller Decl. ¶¶5-8. Courts regularly establish objection deadlines prior to claims submission deadlines to facilitate systematic evaluation of settlement fairness before final settlement implementation. This scheduling promotes judicial efficiency while ensuring proper consideration of objections during the approval process. The March 19th deadline was reasonable, appropriately publicized, and served its intended function effectively. *See* Miller Decl. ¶4 (describing scope of Notice Plan). Mr. Ries's successful filing of an eleven-point objection confirms that the provided timeframe was adequate for meaningful participation in the settlement review process.

Mr. Ries next claims that Walgreens systematically destroyed prescription records before 2017, and that Class Counsel failed to seek court orders to prevent this document destruction, resulting in incomplete records that prevent claimants from adequately proving their claims. ECF No. 709 at 2. Walgreens did, in fact, provide Mr. Ries with pharmacy records for himself and his parents, which he filed with the Court. *See* ECF No. 709 at 7-14 (Kenneth Ries records, dated 3/11/2025); 15-53 (Elizabeth Ries records, dated 3/11/2025); 54-77 (Donald Ries records, dated 3/11/2025). These records evidence—contrary to Mr. Ries' objection—purchases made as far back as 2009 for Kenneth Ries, and 2010 for Donald and Elizabeth Ries. *Id*. The records were provided to Mr. Ries in mid-March 2025, and Class Counsel understand that Walgreens has verified that the records sent match those filed by Mr. Ries and confirmed that Walgreens has maintained litigation holds on its patient pharmacy records during this litigation and has no reason to believe any records were lost after the litigation was filed. Thus, there is no reason to believe

[18] *Cf. Rowe v. E.I. DuPont de Nemours and Co*., 2011 WL 3837106, at *7 (D.N.J. Aug. 26, 2011) (approving 35 day opt-out period despite intervenors' arguments that the scientific complexity required extended notice); *see also Ortiz v. Chop't Creative Salad Co. LLC*, 2014 WL 1378922, at *8 (S.D.N.Y. Mar. 25, 2014) (finding 30-day notice period satisfied Rule 23(c)(2)(B) requirements and approving proposed notice).

that these records are incomplete or omit any transactions. *See generally* Walgreens' Response to the Settlement Objection of Kenneth J. Ries (ECF No. 760) and Declaration of Jill Bosch (ECF No. 761). Further, there is no basis for Mr. Ries's assertion that Class Counsel mishandled this issue, or that Walgreens destroyed documents, as demonstrated by the records Mr. Ries submitted for the claims he filed. In fact, the records Walgreens produced to Mr. Ries contradict his objection that he was unable to obtain records to file claims. Thus, this objection should be overruled.

Building on his previous arguments regarding missing records, Mr. Ries's fourth and eleventh objections contend that it is too burdensome to participate in the Settlement because Settlement Class Members do not have viable means to substantiate their claims given that consumers typically do not retain prescription records spanning 15 years. ECF No. 709 at 4. However, as Class Counsel previously explained to Mr. Ries (Guglielmo Decl. ¶17), the claims process specifically anticipates and accommodates the reality that consumers do not retain prescription records over extended periods. Known Consumer Claimants—which include Mr. Ries and his father—are individuals who received direct notice from the Settlement Administrator. Such individuals only need to provide basic contact information, an attestation of their *estimated* payments, and payment details for distribution, with *no additional documentation* required for claims under $10,000. *See* Plan of Allocation, ECF No. 683-2 at 2. Unknown Consumer Claimants—that is, individuals who did not receive direct notice, such as Mr. Ries' deceased mother —must provide the same information as Known Claimants plus supporting Claim Documentation (such as receipts, bank statements, or credit card statements) to verify they paid at least the minimum amount for their claimed estimate category, regardless of claim amount. *Id.* This distinction exists because Unknown Consumer Claimants were not directly notified by the Settlement Administrator, creating less certainty about their eligibility and necessitating additional

verification, while Known Consumer Claimants benefit from a streamlined process. Both types of claimants can claim in the same estimate categories and receive identical valuations.

Mr. Ries is a Known Claimant who filed a claim for under $10,000 and thus no pharmacy records were required. Miller Decl. ¶23. Mr. Ries's father also is a Known Claimant and his unique Notice ID was provided to Mr. Ries by the Settlement Administrator and again by Class Counsel on March 12, 2025; Mr. Ries's father likewise was not required to provide pharmacy records. Miller Decl. ¶23; Guglielmo Decl. ¶17. Mr. Ries's mother is an Unknown Claimant. Miller Decl. ¶23. Mr. Ries successfully filed claims for himself, his father, and his mother. *Id*. The Known Claims required only minimal information, and upon his request, Walgreens provided the prescription documentation that enabled him to file the Unknown Claim for his mother's estate, demonstrating that the settlement process accommodated his situation despite his objections. Mr. Ries also submitted documentation for his claim although he was not required to do so since he is a Known Claimant. Miller Decl. ¶23.

Critically, Mr. Ries's objection is entirely without merit as applied to his own circumstances. He does not identify any specific purchase amounts missing from his records, and as a Known Claimant with a less-than-$10,000 claim, he was not required to submit any documentation for his own claim or his father's claim. His complaint about lacking records is therefore irrelevant to the very claims he successfully filed. While Settlement Class Members must undertake some effort to participate in the Settlement—they cannot expect to receive compensation without any action on their part—the requirements are reasonable and tailored to the circumstances. Indeed, theover 17 million claims filed is strong evidence that the claims process was reasonable. Thus, Mr. Ries's objections should be overruled.

Mr. Ries's fifth and sixth objections reflect misunderstandings about standard court procedures and fail to identify any deficiencies in the Settlement process. In his fifth objection, Mr. Ries contends that the settlement notice promised electronic filing of objections but failed to provide an email address, forcing him to mail his objection to the Court and the parties' counsel. ECF No. 709 at 3. Mr. Ries misunderstands the electronic filing process. The settlement notice's reference to filing objections electronically refers to electronic filing through the Court's CM/ECF system, not submitting objections via email. Electronic filing is a formal court process available to attorneys and registered users of the Court's electronic filing system, not an informal email submission process. Class Counsel explained this process to Mr. Ries, which Mr. Ries fails to acknowledge, but it seems Mr. Ries did not understand that filings in court cannot be emailed. Guglielmo Decl. ¶17. Mr. Ries had the option to file his objection electronically through proper channels or by traditional mail, and his choice to mail his objection does not demonstrate any deficiency in the Settlement's notice provisions.

In his sixth objection, Mr. Ries requests to participate in the Fairness Hearing via remote video conference. ECF No. 709 at 2, 6. Again, he was advised by Class Counsel that participants who wish to speak in favor or against final approval of the Settlement are required to do so in person. Guglielmo Decl. ¶17. Mr. Ries's main complaint about appearing in person is that it will cost him money to travel to the hearing; he suggests that Class Counsel pay or reimburse him for his travel to object to the Settlement. *Id*. Class Counsel declined to compensate Mr. Ries for any travel costs to object to the Settlement as his objections lack merit and are based on misstatements of fact. Guglielmo Decl. ¶17. While the Court is under no obligation to grant the requested remote

appearance request, whether to do so or not is the Court's decision. In all cases though, Mr. Ries's request does not identify any procedural defect in the Settlement.[19]

CONCLUSION

Plaintiffs' $100 million settlement with Walgreens represents an excellent result for the Class. The Settlement's fairness is demonstrated by the Settlement Class's virtually unanimous approval, with minimal exclusions and objections following comprehensive notice. Plaintiffs respectfully request that the Court overrule all the objections, grant final approval, and enter the proposed Judgment.

DATED: August 6, 2025

Respectfully submitted,
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[19] Mr. Ries' remaining objections challenge the attorneys' fees and are addressed in the Reply Fee Brief. *See* ECF No. 709 at 4.

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was filed electronically through the Court's Electronic Case Filing System, which will then send a notification of such filing to the registered participants as identified on the Notice of Electronic Filing.

/s/ Joseph P. Guglielmo
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