

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

Case No.: 1:22-cv-06497

EMILY GLASPIE, on behalf of herself
and all others similarly situated,

Honorable Virginia M. Kendall

Plaintiff,

v.

NATIONAL ASSOCIATION OF BOARDS
OF PHARMACY,

Defendant.

_____ /

SETTLEMENT AGREEMENT AND STIPULATION

This Settlement Agreement and Stipulation (the “Agreement”) is entered into by and between Emily Glaspie (“Class Representative” or “Dr. Glaspie”), on behalf of herself and the Settlement Class defined below, and the National Association of Boards of Pharmacy (“NABP” or “Defendant”). This Agreement is being submitted pursuant to Federal Rule of Civil Procedure 23 and is subject to preliminary and final approval by the Court.

WHEREAS, Dr. Glaspie brought the above-captioned action in the United States District Court for the Northern District of Illinois (Case No. 1:22-cv-06497) (the “Action”);

WHEREAS, in the Action, Dr. Glaspie alleges that the NABP negligently administered and scored the North American Pharmacist Licensure Examination (the “NAPLEX”), causing over six hundred test takers to receive an incorrect failing result when those test takers had, in fact, passed;

WHEREAS, in the Action, Dr. Glaspie has asserted a class action claim for breach of contract, negligence, negligent misrepresentation, defamation per se, and violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (85 Ill. 505/1, *et seq.*).

WHEREAS, NABP filed a motion to dismiss all counts except breach of contract.

WHEREAS, the NABP disputes liability in the Action.

WHEREAS, Dr. Glaspie and the NABP have reached an agreement to fully and finally settle all individual and class action claims asserted in the Action by Dr. Glaspie against NABP.

WHEREAS, this settlement is made on behalf of the Settlement Class defined herein. Members of the Settlement Class shall be entitled to payment by the NABP in accordance with the terms below;

WHEREAS, the Parties have agreed to seek conditional certification of this Settlement Class. The Parties have also agreed: (a) that Dr. Glaspie shall be appointed as the Representative of this Settlement Class; and (b) the firms of Zebersky Payne Shaw Lewenz, LLP, and Sorling, Northrup, Hanna, Cullen & Cochran, Ltd. shall be appointed to serve as Counsel to the Settlement Class (“Settlement Class Counsel”);

WHEREAS, counsel for the Parties have conducted extensive settlement discussions and arm’s-length negotiations, including a formal mediation before Harry Schafer, Esq. on February 28, 2023, via Zoom Video Conference, which resulted in a signed term-sheet agreement to compromise and settle all claims asserted in the Action. This signed term-sheet was then amended by agreement of the Parties. Based on the research and analysis conducted to date, the Parties consider it desirable and in their best interests and in the interests of the Settlement Class to have an opportunity to reach an equitable and appropriate resolution of the issues raised in the Action, on the terms set forth herein, taking into account the risks, uncertainties, delay, and expense involved in litigation, as well as other relevant considerations, including, but not limited to, the time and expense of defending costly and protracted litigation in the trial court and/or on appeal, and to fully and finally settle all claims asserted in this matter; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and subject to approval by the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure, it is hereby stipulated and agreed by and between the NABP and the Class Representative, acting for herself and on behalf of the Settlement Class, that all claims, rights, and causes of action, state or federal, damages, losses, and demands of any nature, that have been asserted by the Class Representative and the Settlement Class in this matter against the Released Parties, as defined herein, shall be settled, released, and dismissed with prejudice, subject to the following terms and conditions, all of which are subject to approval by the Court:

I. Definitions

The following terms shall have the following meanings in this Agreement and the annexed exhibits.

1.1 The “Action” means the following action: *Emily Glaspie v. National Association of Boards of Pharmacy*, (Case No. 22-cv-6497) (ND. Ill.).

1.2 “Candidate” means a person who graduated from pharmacy school.

1.3 “Class Administrator” shall mean a reputable nationally recognized third-party class action settlement administration firm mutually selected by the Parties which will be approved by the Court.

1.4 The “Class Period” means the following:

i. 2021 Class: August 31, 2021, through and including September 8, 2021.

ii. 2022 Class: July 30, 2022, through and including October 26, 2022.

1.5 The “Class Representative” or “Dr. Glaspie” means Plaintiff, Emily Glaspie.

1.6 The “Complaint” means the Complaint filed in this Action.

1.7 The “Court” means the United States District Court for the Northern District of Illinois.

1.8 “Class Notice” shall refer to the procedure as provided in Section IV, below.

1.9 The “Fairness Hearing” means the hearing to be held by the Court to consider the final approval of the Settlement and the entry of Judgment.

1.10 Any order of the Court contemplated by or entered pursuant to this Agreement shall be deemed to have become “Final”: (a) thirty days after the entry of Final Judgment if an objection is filed and no appeal is taken during such thirty-day period; or (b) if, during the aforesaid thirty-day period, an appeal is taken from such Final Judgment, the date upon which all appeals, including petitions for review, rehearing, or certiorari, and any proceedings resulting therefrom, have been finally disposed of, or the date of the expiration of the time to initiate such petitions or proceedings. If no objection is filed, then any such order shall be considered Final two days after the entry of Final Judgment. It is expressly agreed by Class Counsel and by NABP that neither party intends that this Section nor any other part of this Agreement establishes or acknowledges that anyone is entitled to or has the right to appeal from any such orders, which may be entered in connection herewith.

1.11 The “Final Judgment” means the Final Judgment and Order Approving Settlement.

1.12 “NABP” or “Defendant” means the Defendant, National Association of Boards of Pharmacy and the NABP’s past, present, and future officers, directors, employees, volunteers, representatives, agents, affiliates, subsidiaries, related entities, predecessors, successors, members, and assigns.

1.13 “NAPLEX” means the North American Pharmacist Licensure Examination.

1.14 The “Notice” means the Notice of Proposed Class Action Settlement substantially in the form of the draft attached as Composite Exhibit A. The Parties reserve the right to revise the draft Notice prior to its approval by the Court.

1.15 “MPJE” means the Multistate Pharmacy Jurisprudence Examination.

1.16 The “Order of Preliminary Approval” means an order without material alteration from the form of Exhibit B.

1.17 “Qualifying Claim” as referenced herein refers to the relief agreed to by and between the Parties with respect to Candidate during the Class Period.

1.18 “Released Claims” means any and all claims, actions, demands, lawsuits, rights, liabilities, declarations, damages, losses, attorneys’ fees, interest, expenses, costs, and causes of action, whether accrued or unaccrued, known or unknown, fixed or contingent, including without limitation contractual or extra-contractual claims or damages (inclusive of statutory and common law bad faith claims), claims, or damages at law or in equity, or penalties and punitive claims or damages of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against NABP, including without limitation those which have been or could have been asserted in the Action, arising out of or relating to the facts underlying the claims certified by the Court in this Action and covered by this Settlement during the Class Period.

1.19 “Released Parties” means the NABP, its administrators, principals, representatives, and agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

1.20 The “Settlement” means the settlement of the Action as set forth in this Agreement and attachments.

1.21 “Settlement Claim Form” shall mean the form attached hereto as Exhibit A. Separate Settlement Claim Forms, if necessary, can be copies of the original Settlement Claim Form.

1.22 The “Settlement Class” is comprised of persons or entities as follows:

2021 Class: All Candidates in the United States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands who took the NAPLEX test administered by NABP during the period of August 31, 2021, through and including September 8, 2021, to whom Defendant sent the September 17, 2021 Notice informing the Candidate that the Candidate’s NAPLEX score was incorrectly reported as “failed” when they had actually passed.

2022 Class: All Candidates in the United States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands who took the NAPLEX test administered by NABP during the period of July 30, 2022, through and including October 26, 2022, to whom Defendant sent the November 8, 2022 Notice informing the Candidate that the Candidate’s NAPLEX score was incorrectly reported.

Excluded from the Settlement Class are: (1) any in-house or outside counsel for NABP and the immediate family members of such persons; (2) employees of NABP; (3) any members of the judiciary assigned to the Action and their staff; (4) the Parties’ counsel in the Action; and (5) any Candidate whose claims which have already been paid or resolved, whether by direct payment, appraisal, arbitration, settlement, release, judgment, or other means.

1.23 “Settlement Class Counsel” shall mean and refer to Jordan A. Shaw, Esq., Zachary D. Ludens, Esq., and Lauren N. Palen, Esq. from Zebersky Payne Shaw Lewenz, LLP and David A. Rolf, Esq. from Sorling, Northrup, Hanna, Cullen & Cochran, Ltd. and any attorneys designated by those firms as necessary to assist in the representation of the Settlement Class in this Action.

1.24 “Settlement Effective Date” shall mean the date on which the approval of this Settlement Agreement by the Court via the entry of a Final Judgment becomes final.

1.25 “Settlement Payment” shall mean the payment of settlement consideration.

2022 Class Definitions

1.26 “2022 Impacted Period” means July 30, 2022, through and including October 26, 2022.

1.27 “November 8, 2022 Notice” means the notification from NABP, dated November 8, 2022, that a Candidate’s NAPLEX exam had been incorrectly scored during the 2022 Impacted Period.

1.28 “2022 Tier A” means those Candidates who (1) took the NAPLEX during the 2022 Impacted Period; (2) passed a subsequent NAPLEX before November 8, 2022, (3) passed the MPJE or met equivalent licensure requirements for California, Arkansas, Idaho, Puerto Rico, Vermont or Virgin Islands before November 8, 2022; and (4) received the November 8, 2022 Notice.

1.29 “2022 Tier B” means those Candidates who (1) took the NAPLEX during the 2022 Impacted Period; (2) passed the MPJE or met equivalent licensure requirements for California, Arkansas, Idaho, Puerto Rico, Vermont or Virgin Islands before November 8, 2022; and (3) received the November 8, 2022 Notice.

1.30 “2022 Tier C” means those Candidates who (1) took the NAPLEX during the 2022 Impacted Period, (2) had **not** passed the MPJE or met equivalent licensure requirements for California, Arkansas, Idaho, Puerto Rico, Vermont, or Virgin Islands, as of November 8, 2022; and (3) received the November 8, 2022 Notice.

2021 Class Definitions

1.31 “2021 Impacted Period” means August 31, 2021, through and including September 8, 2021.

1.32 “September 17, 2021 Notice” means the notification from NABP, dated September 17, 2021, that a Candidate’s NAPLEX exam had been incorrectly scored as “failed” when they had actually passed during the 2021 Impacted Period.

1.33 “2021 Tier A” means those Candidates who (1) took the NAPLEX during the 2021 Impacted Period; (2) passed the MPJE or met equivalent licensure requirements for California, Arkansas, Idaho, Puerto Rico, Vermont, or Virgin Islands by September 17, 2021; and (3) received the September 17, 2021 Notice.

1.34 “2021 Tier B” means those Candidates who (1) took the NAPLEX during the 2021 Impacted Period; (2) had **not** passed the MPJE or equivalent licensure requirements for California, Arkansas, Idaho, Puerto Rico, Vermont, or Virgin Islands by September 17, 2021; and (3) received the September 17, 2021 Notice.

II. Submission of Agreement for Preliminary Approval and Order

Upon execution of this Agreement, the Parties shall request an Order of Preliminary Approval without material alteration from the form of Exhibit B. The Order of Preliminary Approval shall include terms as follows:

2.1 Preliminarily approving the Settlement of this Action.

2.2 Providing that any Settlement Class Member that does not file a timely and complete election to opt out of this Settlement by the deadline set forth in the Notice will be bound by this Settlement.

2.3 Providing that any Settlement Class Member that files a timely and complete election to opt out of this Settlement by the deadline set forth in the Notice may proceed with their own action.

2.4 Certifying the Class Action as a class action for settlement purposes only on behalf of the Settlement Class defined above.

2.5 Appointing the firms of Jordan A. Shaw, Esq., Zachary D. Ludens, Esq., and Lauren N. Palen, Esq. from Zebersky Payne Shaw Lewenz, LLP and David A. Rolf, Esq. from Sorling, Northrup, Hanna, Cullen & Cochran, Ltd. as Settlement Class Counsel.

2.6 Approving and directing that notice be provided to the Settlement Class within thirty days of preliminary approval. The Parties have agreed that notice is to be accomplished by direct mail and email for Settlement Class Members for whom NABP can reasonably ascertain mailing addresses from a review of its records. Class notice is to be accomplished by U.S. Mail by the Claims Administrator and electronic mail by NABP. The Court shall direct the notice to be mailed to those Settlement Class Members for whom NABP can reasonably ascertain mailing addresses from a review of its records by first class mail, postage pre-paid, addressed to their last known address, if any, as shown by the records NABP. The Court shall direct the electronic mail notice to be sent to the email address NABP has on file for all Settlement Class Members. There shall be a second electronic mail notice in the same manner as the original fifteen days after the first notice. All costs and expenses of notice and class administration (*i.e.* notice, website, etc.) shall be paid by NABP.

2.7 It is also agreed by the Parties that this procedure constitutes an appropriate effort to locate current addresses for Settlement Class Members. No additional efforts shall be required.

2.8 Appointing a Class Administrator to mail the Class Notice, administer requests for exclusion (“Opt-Out Exclusion Requests”) and Settlement Class Member inquiries and communications, and to process and pay Settlement Relief as set forth in this Settlement Agreement. The selected Class Administrator will also assist the NABP in providing the required notice of the settlement pursuant to 28 U.S.C. § 1715(b) to the appropriate state or federal officials within ten days of the proposed settlement is filed. The Settlement Agreement shall incorporate any related timing restrictions pursuant to the Class Action Fairness Act.

2.9 Requiring that email notice be provided by the NABP to all Settlement Class Members whose email addresses are contained in their records on the day that the notices are mailed and fifteen days after notice by mail is made.

2.10 Requiring the Class Administrator to maintain a website detailing all salient aspects of this case (including pertinent pleadings), settlement, and this Settlement Agreement. This website shall also provide a portal for electronic submission of Settlement Claim Forms in accordance with Section IV of the Settlement Agreement.

2.11 Determining that such notification procedures will provide the best notice practicable under the circumstances and constitutes due and sufficient notice to all persons or entities entitled thereto.

2.12 Scheduling a Fairness Hearing to be held: (a) to determine the reasonableness, adequacy, and fairness of the Settlement; and (b) to determine whether Final Judgment should be entered in accordance with the terms of this Agreement.

2.13 Providing that any Settlement Class Member may opt out of the Settlement Class in this Action in the manner described herein, providing that all such elections to opt out must be in writing and must be postmarked and/or received by Counsel for the Settlement Class and

Counsel for NABP by no later thirty days after the Notices are mailed to the Settlement Class. Opt-Out Exclusion Requests must be sent to Settlement Class Counsel by mailing such papers to Settlement Class Counsel at:

Jordan A. Shaw, Esq.
Zebersky Payne Shaw Lewenz LLP
110 S.E. 6th Street, Suite 2900
Fort Lauderdale, FL 33301

David A. Rolf, Esq.
Sorling, Northrup, Hanna, Cullen & Cochran, Ltd.
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705

and to Counsel for NABP by mailing such papers to:

Denise A. Lazar, Esq.
Barnes & Thornburg LLP
One North Wacker Drive, Suite 4400
Chicago, IL 60606

2.14 Providing that an Opt-Out Exclusion Request shall be in the form of a written submission from the Settlement Class Member. It shall be postmarked no later than thirty days after the mailing of the Class Notice and shall include: (a) a prominent identifying reference to this Action as follows “*Emily Glaspie v. National Association of Boards of Pharmacy*, (Case No. 22-cv-6497) (ND. Ill.)”; (b) the Settlement Class Member’s full legal name and any aliases; and (c) the signature of the Settlement Class Member.

2.15 Providing that Settlement Class Members may not opt out of specific aspects of the settled claims while still participating for other aspects of this Settlement. Settlement Class Members may not both opt out of the Settlement Class and object to the Settlement. If a Settlement Class Member opts out of the Class, they are ineligible to object to the terms of the Settlement.

2.16 Providing that Dr. Glaspie or the NABP shall file with the Court a list of all Settlement Class Members who timely and properly elect to opt out in advance of the Fairness Hearing scheduled in this matter.

2.17 Providing that the NABP represents that none of the Settlement Class Members' claims are currently in litigation with the NABP. If any of the claims are discovered to be in such litigation, they will automatically be opted out of this Settlement.

2.18 Providing that any Settlement Class Member that objects to the approval of this Settlement may appear at the Fairness Hearing and show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate and why a judgment should not be entered thereon. Any such Settlement Class Member wishing to object shall only be heard if the Settlement Class Member files a written notice of the objection, including the names of all witnesses and a copy of the factual basis and legal argument for such objection with the Court by no later than thirty days after the Notices are mailed to the Settlement Class (in accordance with Paragraph 2.6). In addition, such written notice must also be served on Counsel for the Settlement Class and Counsel for the NABP by no later than thirty days after the Notices are mailed to the Settlement Class. Any Settlement Class Member objecting to this Settlement shall not be entitled to propound any discovery without order of the Court. Written objections to the Settlement shall be served on Settlement Class Counsel by mailing such papers to:

Jordan A. Shaw, Esq.
Zebersky Payne Shaw Lewenz LLP
110 S.E. 6th Street, Suite 2900
Fort Lauderdale, FL 33301

David A. Rolf, Esq.
Sorling, Northrup, Hanna, Cullen & Cochran, Ltd.
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705

and upon Counsel for NABP by mailing such papers to:

Denise A. Lazar, Esq.
Barnes & Thornburg LLP
One North Wacker Drive, Suite 4400
Chicago, IL 60606

2.19 Providing that no person or entity shall be entitled to contest the approval of the terms and conditions of this Settlement or the judgment to be entered thereon except by filing and

serving written objections in accordance with the provisions herein. Any member of the Settlement Class who fails to object in the manner prescribed shall be deemed to have waived, and shall be foreclosed forever from raising, objections or asserting any claims arising out of, related to, or based in whole or in part on any of the facts or matters alleged, or which could have been alleged or which otherwise were at issue in this Action.

III. Fairness Hearing

On the date set by the Court for the Fairness Hearing pursuant to Fed. R. Civ. P. 23, the Parties shall jointly request the Court to consider and determine any petitions to intervene or objections to the Settlement that are timely. At the Fairness Hearing, the Parties shall jointly request the Court to enter Final Judgment:

3.1 Determining that the mailing of the Notice to all Class Members in the manner provided herein is the best method of notice practicable under the circumstances, constitutes due and sufficient notice to all persons or entities entitled thereto, and satisfies the requirements of due process;

3.2 Approving the Settlement; finding that its terms are fair, reasonable, and adequate to the Settlement Class; directing the consummation of the Settlement in accordance with the terms and conditions of this Agreement; and approving the timely and complete elections to opt out;

3.3 Finally Certifying the Settlement Class for settlement purposes only;

3.4 Providing that each member of the Settlement Class (except those who have submitted timely and complete elections to opt out) shall be bound by this Settlement; releasing and discharging the Released Parties from all Released Claims; permanently barring the Class Representatives and the Settlement Class Members from asserting any of the Released Claims against the Released Parties in any court or forum whatsoever; dismissing all claims in this Action

against the NABP on the merits and with prejudice; and entering Final Judgment thereon with a finding that there is no just reason to delay enforcement or appeal;

3.5 Awarding the Class Representative the incentive award as provided herein;

3.6 Awarding the Settlement Class Counsel's attorneys' fees and costs as provided herein;

3.7 Reserving jurisdiction over all matters relating to the administration, implementation, effectuation, and enforcement of this Agreement; and

3.8 Awarding such other and further relief consistent with the terms and provisions of this Agreement, as the Parties hereto may agree.

IV. Notice and Claims Administration

4.1 Upon execution of this Agreement, the NABP, through the designated Claims Administrator, will compile the names, last-known addresses, and email addresses of the Settlement Class Members for whom the NABP can reasonably ascertain mailing and email addresses from a review of its records. Notice shall be accomplished as set forth in this Section.

4.2 The NABP agrees to pay all reasonable class settlement administration costs. The NABP will select a third-party settlement administrator approved by Class Counsel (and such approval shall not be unreasonably withheld). Such costs shall be paid separately and in addition to amounts paid to the Settlement Class Members as set forth above.

4.3 Class Notice is to be accomplished by U.S. Mail by the Claims Administrator and electronic mail by the NABP. All costs and expenses of notice and class administration (website, etc.) shall be paid by the NABP. There shall be a second electronic mail notice in the same manner as the original fifteen days after the first notice.

4.4 Class Notice shall be sent to each Settlement Class Member for whom the NABP can reasonably ascertain mailing addresses from a review of their records, by first class mail, postage pre-paid, addressed to the Settlement Class Member's last known address, if any, as shown by the records of the NABP.

4.5 The Parties must agree on the form and content of a class notice and proof of claim form. At a minimum, the claim form shall, to the best of the claimant's knowledge: (i) affirm Settlement Class Membership; (ii) affirm identity; and (iii) be executed as true and correct to the best of the Settlement Class Member's knowledge.

4.6 Notice shall be sent out within thirty days of preliminary approval of the Settlement by the Court. Agreement on the thirty-day period is subject to confirmation that it comports with the timing of other provisions of the Settlement.

4.7 The Parties agree that a website will be created which will house, at minimum, copies of the key settlement documents. The website will be used for the purpose of submitting claims electronically in a manner that must be mutually agreed to by the parties. A link to such website will be included in the electronic mail and mailed notices.

4.8 The selected settlement administrator will also assist the NABP in providing the required notice of the settlement pursuant to 28 U.S.C. § 1715(b) to the appropriate state or federal officials within ten days of the proposed settlement being filed. The Settlement Agreement shall incorporate any related timing restrictions pursuant to the Class Action Fairness Act.

V. Consideration & Payment of Settlement Amounts

5.1 Each Class Member shall be entitled to a Settlement Payment as set forth herein.

5.2 Settlement Class Members will be eligible to receive a payment equal to the Settlement Payment.

5.3 NABP agrees as part of the Settlement Agreement that it will deposit up to \$831,800.00.00 (“Class Fund”), less approved Settlement Class Counsel fees, into a Trust Account with the Class Administrator that the Parties will mutually agree upon. Funds will be deposited only for verified claims.

5.4 The claimants will be broken up into two groups: Those who are part of the 2021 Class and those who are part of the 2022 Class. The monetary considerations for the Settlement Class Members are as follows (the “Maximum Claim Amounts”):

- i. The 2021 Class Claimants:
 - a. Each 2021 Tier A Candidate shall be entitled to maximum payment in the amount of \$500.00.
 - b. Each 2021 Tier B Candidate shall be entitled to maximum payment in the amount of \$100.00.
- ii. The 2022 Class Claimants:
 - a. Each 2022 Tier A Candidate shall be entitled to maximum payment in the amount of \$7,500.00.
 - b. Each 2022 Tier B Candidate shall be entitled to maximum payment in the amount of \$4,000.00.
 - c. Each 2022 Tier C Candidate shall be entitled to maximum payment in the amount of \$1,000.00.

5.5 This is a claims-made settlement. Only those Settlement Class Members who submit a timely and complete proof of claim to NABP will be entitled to payment of the Settlement Class Member’s Maximum Claim Amount from NABP.

5.6 Except for the incentive payment to Dr. Glaspie, no additional sums shall be paid to the Settlement Class Members, including without limitation any amounts for additional interest of any kind.

5.7 All payments shall be made payable to the Settlement Class Member and not to any third parties.

5.8 The Parties agree that there shall be a sixty-day period for Class Members to submit their claims beginning on the date of the mailing of the Notice by U.S. Mail. A check or draft payable to Settlement Class Members who have timely submitted their claims shall be mailed within sixty days after their claim has been verified.

5.9 All settlement checks shall remain negotiable for six months after issuance. If a check has not been cashed within that six-month time period, the NABP is entitled to void or cancel those checks and is not obligated to re-issue the same (the "Uncashed Funds"). Any Uncashed Funds shall not revert to the NABP. Instead, the Parties shall agree to a *cypres* recipient.

5.10 Any disputes as to amounts to be paid to individual Settlement Class Members shall be submitted to the trial court for resolution, but no attorneys' fees or costs will be recoverable by any party in connection with such disputes in excess of the Maximum Claim Amount.

5.11 The NABP reserves the right to audit or challenge individual claims submitted by Settlement Class Members on a case-by-case basis. If the NABP challenges a claim submission, it will explain in writing to the Settlement Class Member the reason why the NABP does not believe the Settlement Class Member is entitled, in whole or in part, to payment, a copy of which will be provided to Class Counsel. If the individual Class Member disagrees with the NABP's explanation, the Settlement Class Member is entitled to submit a request for relief to the trial court.

VI. Attorneys' Fees and Costs and Class Representative Incentive Award

6.1 The NABP will not oppose an award for attorneys' fees and costs to Settlement Class Counsel, in the amount of 22.5% of the Class Fund, totaling \$187,155.00. The NABP shall

pay its own attorneys' fees and costs. The attorneys' fees and costs have been negotiated between the Parties and reduced in consideration for the settlement of this matter based upon Settlement Class Counsel's representations as to the reasonable time, effort, and risk involved in prosecuting this matter. No additional amounts shall be payable by the NABP for attorneys' fees or costs in connection with this Action. The Attorneys' Fee Award in the paragraph above shall be payable to Settlement Class Counsel within forty (40) days of entry of the Final Judgment.

6.2 If an appeal is taken from the Final Judgment, these amounts shall not be due until ten days after the resolution of all appeals. All amounts shall be made payable to Zebersky Payne Shaw Lewenz, LLP Trust Account, which shall be responsible for disbursing and allocating that amount among Settlement Class Counsel. The NABP is not obligated to pay any attorneys' fees and costs in the event that the Settlement is not finally approved or sustained on appeal. If this Settlement is not finally approved or sustained, then the NABP shall be entitled to contest Settlement Class Counsel's entitlement to an award of attorneys' fees and costs in this Action.

6.3 The NABP will not oppose a request by Dr. Glaspie for the amount of fifteen thousand dollars (\$15,000.00) as a Class Representative Incentive Award, in addition to her Maximum Claim Amount of \$7,5000.00. The Class Representative Incentive Award shall be paid by the NABP separately and in addition to the amounts paid to the Settlement Class and the Attorneys' Fee Award. This Class Representative Incentive Award shall be payable within forty days after entry of the Final Judgment. If an appeal is taken from the Final Judgment, the award shall not be due until ten days after the resolution of such appeal. Payment of the Class Representative Incentive Award shall be delivered in care of the Zebersky Payne Shaw Lewenz, LLP Trust Account.

6.4 The Parties agree that, in the event that individual objectors attempt to enter this litigation and/or object to or oppose this settlement, the Parties will bear their own attorneys' fees and costs associated with any efforts to resolve objectors' claims and demands in this litigation, except to the extent that Dr. Glaspie may seek to recover her attorneys' fees and costs against any objector(s) who submits a frivolous or bad faith objection. In no event shall the NABP be responsible for fees and costs exceeding the amount set forth above, and Class Counsel agree not to seek or enforce an award against the NABP exceeding the amount set forth above.

VII. Termination of the Agreement

7.1 Upon entry of an order by any court that invalidates or disapproves the Settlement, in whole or in part, or which alters any material term of this Settlement without the Parties' consent, any party to the Settlement shall have the right to nullify and to void the Settlement, and the Settlement thereafter shall have no further force and effect with respect to any party in this Action. Either party must exercise this right to nullify and void the Settlement within fourteen days after the Court order which alters any material term of this Settlement. In order to invoke this right to nullification under this paragraph, the Party must file and serve a formal document entitled Notice of Nullification of Settlement.

7.2 In the event that the Settlement is nullified and except as provided herein, this Settlement and all negotiations, proceedings, documents prepared, and statements made in connection with this Settlement shall be without prejudice to any Party and shall not be admissible into evidence, and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all Parties to this action shall stand in the same position as if this Settlement had not been negotiated, made, or filed with the Court.

7.3 If this Settlement shall fail for any reason or if this Agreement shall be nullified by the NABP or the Dr. Glaspie: (a) This Agreement shall have no further force and effect and all proceedings having taken place with regard to this Agreement or the Proposed Settlement shall be without prejudice to the rights and contentions of the Parties hereto or of any potential Class Members in this Action or in any other litigation; (b) the Parties hereto agree that they will promptly file a joint motion with the Court to vacate all orders entered pursuant to the terms of this Agreement; and (c) the Parties shall in all respects be returned to their respective statuses immediately prior to the execution of this Agreement.

VIII. Release of Claims

8.1 Only claims specifically referenced herein are released as a result of this Settlement.

8.2 Upon the date that this Agreement and the Final Judgment becomes Final, Dr. Glaspie on behalf of all other Settlement Class Members who have not been recognized by the Court as excluded from the Settlement Class, hereby expressly acknowledges and agrees, on her own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, Representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, sureties, parents, and related companies, reinsurers, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Parties of and from all Released Claims and shall not now or hereafter initiate, maintain, or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim, or cause of action arising out of or relating to the Released Claims.

IX. Miscellaneous Provisions

9.1 The following miscellaneous provisions apply to this Settlement:

9.2 Except as provided herein, neither this Agreement, approved or not approved, nor any exhibit, document, or instrument delivered hereunder, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Settlement is intended to be or shall be construed as or deemed to be evidence of an admission or concession by the NABP of any liability or wrongdoing or admission or concession regarding the truth of any allegations in the Complaint, and none of them shall be admissible in evidence for any such purpose in this or any other proceeding, except that the Settlement Agreement and any Orders entered in connection therewith may be offered and received in connection with proceedings as may be necessary to consummate or enforce the Settlement Agreement, or in any proceeding in which issues are presented which pertain to NABP's compliance with the Settlement or with any Orders which may have been entered at any time in connection with this Settlement.

9.3 NABP stipulates that the identities of and amounts paid by the class members provided to the Class Administrator are accurate based upon a review of documents and information kept as part of its Official Records.

9.4 The Parties and their counsel express no opinion concerning the tax consequences of this Settlement to individual Settlement Class Members and make no representations, warranties, or other assurances regarding such tax consequences. No opinion, representations, warranties, or other assurances shall be deemed to have been made by the Parties or their counsel with respect to such tax consequences by virtue of this Settlement Agreement or by effectuating this settlement, and the Parties and their counsel shall not be held liable for any such tax consequences that may occur. Settlement Class Members are directed to consult their own tax

advisors regarding any tax consequences of the proposed settlement, including any payments or benefits provided hereunder, and any tax reporting obligations they may have with respect thereto. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

9.5 All proceedings with respect to the Settlement described by this Agreement and the determination of controversies relating thereto, including disputed questions of law or fact with respect to the validity of claims and the interpretation of this Agreement, shall be subject to the continuing jurisdiction of the Court.

9.6 Under no circumstances shall the NABP be required under this Agreement to incur or pay any fees or expenses that it is not explicitly obligated to incur or pay hereunder.

9.7 All matters not specifically covered by the provisions of this Agreement shall be resolved by Agreement of Settlement Class Counsel and counsel for the NABP, or if they cannot agree, by the Court.

9.8 If more than six percent (6%) of the Settlement Class Members opt out, the NABP has the right to withdraw from the Settlement within fifteen days of the opt-out deadline.

9.9 The service of papers and notices under this Agreement shall be made upon the Plaintiff and the Settlement Class by mailing and emailing such papers to:

Settlement Class Counsel

Jordan A. Shaw, Esq.
Zebersky Payne Shaw Lewenz LLP
110 S.E. 6th Street, Suite 2900
Fort Lauderdale, FL 33301

David A. Rolf, Esq.
Sorling, Northrup, Hanna, Cullen & Cochran, Ltd.
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705

Counsel for NABP

Denise A. Lazar, Esq.
Barnes & Thornburg LLP
One North Wacker Drive, Suite 4400
Chicago, IL 60606

9.10 This Agreement represents an integrated document negotiated and agreed to between the Parties and shall not be amended, modified or supplemented, nor shall any of its provisions be deemed to be waived, unless by written agreement signed by the Parties. This document has been drafted jointly and is not to be construed against any party.

9.11 This Agreement represents the entire and sole agreement negotiated and agreed to between the Parties to this Agreement.

9.12 Each and every term of this Agreement shall be binding upon and inure to the benefit of the Class Representatives, the Settlement Class Members, and any and all of their successors, assigns, and personal representatives, and shall bind and inure to the benefit of the NABP, which is intended to be the beneficiary of this Agreement.

9.13 In the event that the NABP fails to make timely payment of any Settlement Payment to a class member, the Attorney's Fee Award, or the Class Representative Incentive Award, the NABP shall be in default of this Agreement and the total amount due under this Agreement (*i.e.*, the total Fund, all Settlement Payments, the Attorneys' Fee Award, and the Class Representative Incentive Award) shall be accelerated and immediately become due and owing in full, less any sums paid.

9.14 In the event of any litigation, including any appeals, arising from or relating to the enforcement, scope, meaning, interpretation, performance or non-performance of or under this Agreement, the prevailing party therein shall be entitled to recover from the non-prevailing party

all reasonable attorney's fees, paralegal fees, expert fees, and litigation costs incurred in connection therewith. This specifically includes any and all attorneys' fees and costs incurred in litigating the amount of fees and costs.


9.15 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Photocopies of fully executed copies of this Agreement may be treated as originals.

9.16 Illinois law shall govern this Agreement and any documents prepared or executed pursuant to this Agreement and venue shall lie in any court of competent jurisdiction sitting in the Northern District of Illinois.

9.17 As set forth above, this Settlement is contingent upon approval by the Court.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED ON BEHALF OF NATIONAL ASSOCIATION OF BOARDS OF PHARMACY, INC BY:

DocuSigned by:

E3F0G7A8A4FE4D9...

By: Lemrey A. Carter

Its:
Executive Director/CEO

Date: July 12, 2023 | 12:53 PM EDT

EXECUTED INDIVIDUALLY AND ON BEHALF OF THE SETTLEMENT CLASS BY CLASS REPRESENTATIVE:

DR. EMILY GLASPIE:

DocuSigned by:
Emily Glaspie
47F0BF6767FB49C...

Date: July 13, 2023 | 11:48 AM EDT