

1 Mark D. Samson, Bar No. 011076
2 Ron Kilgard, Bar No. 005902
3 Alison E. Chase, Bar No. 028987
4 KELLER ROHRBACK L.L.P.
5 3101 North Central Avenue, Suite 1400
6 Phoenix, AZ 85012
7 Telephone: (602) 248-0088
8 Facsimile: (602) 248-2822
9 msamson@kellerrohrback.com
10 rkilgard@kellerrohrback.com
11 achase@kellerrohrback.com

Michael W. Sobol (*Pro Hac Vice*)
Roger N. Heller (*Pro Hac Vice*)
Melissa Gardner (*Pro Hac Vice*)
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
Facsimile: (415) 956-1008
msobol@lchb.com
rheller@lchb.com
mgardner@lchb.com

8 *Co-Lead Class Counsel*

9 [Additional counsel listed on signature page]

10 UNITED STATES DISTRICT COURT
11 DISTRICT OF ARIZONA

12 In re:

13 Arizona THERANOS, INC. Litigation,

No. 2:16-cv-2138- DGC

(Consolidated with)

No. 2:16-cv-2373- HRH

No. 2:16-cv-2660- HRH

No. 2:16-cv-2775- DGC

-and-

No. 2:16-cv-3599- DGC

**SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENTS,
DKT. 591**

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EXHIBITS

- EXHIBIT 1 DECLARATION OF ARTHUR OLSEN OF CASSIS TECHNOLOGIES
- EXHIBIT 2 DECLARATION OF JENNIFER KEOUGH OF JND LEGAL ADMINISTRATION
- EXHIBIT 3 DECLARATION OF RACHEL P. STOIAN OF DORSEY & WHITNEY LLP
- EXHIBIT 4 THERANOS ABC AND THERANOS, INC. ASSIGNMENT AGREEMENT
- EXHIBIT 5 THERANOS ABC NOTICE TO THERANOS, INC. CREDITORS
- EXHIBIT 6 EMAIL NOTICE A
- EXHIBIT 7 EMAIL NOTICE B
- EXHIBIT 8 POSTCARD NOTICE A
- EXHIBIT 9 POSTCARD NOTICE B
- EXHIBIT 10 DIGITAL NOTICE
- EXHIBIT 11 LONG FORM NOTICE
- EXHIBIT 12 PUBLICATION NOTICE
- EXHIBIT 13 PROPOSED PRELIMINARY APPROVAL ORDER

1 Plaintiffs submit this Supplemental Memorandum to provide additional information
2 responsive to the Court's comments and questions at the September 22, 2023 hearing. With
3 this Memorandum, Plaintiffs also submit the Declaration of Arthur Olsen of Cassis
4 Technologies (Olsen Decl., Exhibit 1), the Declaration of Jennifer Keough of JND Legal
5 Administration (Keough Decl., Exhibit 2), and the Declaration of Rachel P. Stoian of
6 Dorsey & Whitney LLP (Stoian Decl., Exhibit 3).

7 **1. Class and Settlement Payment Details**

8 At the September 22, 2023 hearing, the Court asked for certain additional
9 information regarding the size of the Class and Walgreens Edison Subclass, testing costs,
10 the anticipated Settlement payment amounts, and related information. Plaintiffs submit
11 herewith the Declaration of Database Expert Arthur Olsen of Cassis Technologies, and the
12 Declaration of Class Action Settlement Administrator Jennifer Keough of JND Legal
13 Administration, which contain the details requested and provide additional context for same.
14 Exhibit 1 (Olsen Declaration); Exhibit 2 (Keough Declaration). The information is further
15 summarized and explained herein.

16 As the Court will recall, prior to its dissolution, Theranos maintained Theranos
17 Testing data in its Laboratory Information Systems (LIS) Database. The LIS Database
18 contained contemporaneous data about the Theranos testing patients, their contact
19 information, the amount of payment for Theranos testing, the type of blood draw(s)
20 performed, the date, time, and location of each blood draw, and the technician who drew
21 the blood among other information. *See* Dkt. 303 (Ps' Motion for Certification) at 21; Dkt.
22 439 (Declaration of Melissa Gardner) ¶¶ 66-67. Theranos was capable of running detailed
23 reports from that data. *Id.* Theranos irrevocably dismantled the LIS database after ceasing
24 operations in 2018. The copy of the LIS database that Theranos produced to Plaintiffs in
25 this action was and is inaccessible.

26 Despite the inaccessibility of the database itself, as described in the November 2021
27 Declaration of Melissa Gardner (Dkt. 439), Plaintiffs have been able to re-create the vast
28 majority of the pertinent data in the LIS database. Using widely accepted standard

1 methodology, and the extensive spreadsheets and reports that were generated from the LIS
2 database during the regular course of Theranos’s business produced during discovery in this
3 case, Plaintiffs reconstructed the records associated with each Theranos testing visit. In
4 order to do this, Plaintiffs engaged an experienced database expert, Mr. Olsen. While not
5 able to duplicate exactly the LIS Database itself, Mr. Olsen was able to build a database of
6 records nearly as comprehensive as the records Theranos dismantled.

7 Mr. Olsen was able to build this dataset based on the consistent presence of an
8 “accession” number in Theranos’ spreadsheet reports. The accession number is a unique
9 numerical identifier that Theranos assigned for each patient visit. The accession number
10 allows data in numerous spreadsheets to be re-associated with data in others, and reliably
11 ties records about individual blood samples (including payment and blood draw data) back
12 to the Theranos testing purchaser (including contact information). The documents that Mr.
13 Olsen processed to perform his analysis, drawn from more than 7.8 million pages of
14 documents produced in this case, include data produced by Theranos and Walgreens, as
15 well as information produced by the Administrator for the AZ AG settlement with Theranos
16 in 2017, when the LIS Database was still accessible. Each document used for these purposes
17 individually contains some, but not all, of the information that Theranos maintained in the
18 LIS, and each document associates particular data points with individual accession numbers.

19 Mr. Olsen previously served, at the appointment of the Court, in connection with the
20 dissemination of litigation class notice, and was responsible for extracting the names and
21 contact information of potential Class Members from records produced by Theranos. JND,
22 in turn, implemented litigation class notice and was responsible for de-duplicating,
23 updating, and using the data Mr. Olsen compiled to disseminate the mail and email notices
24 to Class Members in 2022.

25 As described below and in the accompanying Olsen and Keough declarations, Mr.
26 Olsen and JND have now compiled, from the various data spreadsheets, additional data
27 fields (*i.e.*, beyond contact information) that correspond to each accession number. Using
28 widely accepted standard methodology, this allows identification of who is in the Class and

1 Walgreens Edison Subclass, the Theranos Testing Costs associated with each visit, the type
2 of blood draw, who conducted the blood draw, whether that Class Member received a refund
3 under the 2017 AZ AG settlement and, if so, in what amount, and whether such refund check
4 was negotiated. As discussed below and in the accompanying Olsen and Keough
5 Declarations, this information, contained in a Class Data List, will be used to implement
6 direct settlement notice and calculate settlement payments for the Class under the proposed
7 Plan of Allocation.

8 **A. The Class Data List**

9 Mr. Olsen's Declaration submitted herewith describes his compilation of the "Class
10 Data List" that is being used to calculate the amounts due to Class Members and to identify
11 Walgreens Edison Subclass Members. In addition to Class Member names and contact
12 information (which Mr. Olsen had previously extracted for purposes of the 2022 class
13 notice), the Class Data List also contains information regarding Class Members' payments
14 for Theranos tests, and whether those tests were fingerstick blood draws performed by a
15 Walgreens employee. *See* Olsen Decl. ¶¶ 5-8.

16 Mr. Olsen's widely accepted standard methodology for identifying what Class
17 Members paid for Theranos blood tests was thorough and inclusive. He processed more
18 than 5,000 spreadsheets produced in the litigation and identified four types of payment data
19 associated with unique accessions in Defendants' records: Payment and Coupon amount
20 data in reports generated by Theranos; "Payment collected at POS" (point of sale) data
21 generated by Walgreens, and records from Settlement Administrator Rust Consulting
22 showing the amount of each refund issued pursuant to the Arizona Attorney General's 2017
23 Consent Decree with Theranos, as well as whether the refund check (if applicable) was
24 cleared or voided. Olsen Decl. ¶ 6. Values were not available for all four fields for every
25 accession, but where Mr. Olsen located non-zero values for multiple fields, the values were
26 generally consistent within one cent. *Id.* ¶ 7. Mr. Olsen included all four values for each
27 accession, where available, in the Class Data List.

28

1 Mr. Olsen’s methodology for identifying fingerstick blood draws performed by
2 Walgreens employees—“flagging” each unique accession number in Theranos’s reports
3 associated with a “CTN” (fingerstick) blood draw and a Walgreens employee—mirrors the
4 approach described in the November 29, 2021 Declaration of Melissa Gardner. *See* Dkt.
5 439. It differs only in that, whereas Plaintiffs’ counsel Ms. Gardner limited her analysis to
6 the 20 spreadsheets submitted with her Declaration, Mr. Olsen processed over 5,000
7 spreadsheets to extract data relevant to the task. Olsen Decl. ¶¶ 4-5.

8 The Class Data List is organized by accession, not by individual, such that each
9 person who had multiple visits would have multiple entries on the Class Data List, each
10 containing all available payment data about each blood visit in each of the four payment
11 amount fields, and each indicating whether Theranos and Walgreens’ records identified that
12 particular blood test as a fingerstick blood draw performed by a Walgreens employee, or
13 not.

14 Mr. Olsen’s Class Data List was provided to JND for purposes of effectuating the
15 proposed Notice Plan (Walgreens Settlement Ex. A) and Plan of Allocation (*id.* Ex. C). *See*
16 Olsen Decl. ¶ 10; Keough Decl. ¶ 4.

17 **B. The Class List and the Class Size**

18 As described in the Declaration of Jennifer Keough, JND has refined the output of
19 Mr. Olsen’s analysis using industry standard deduplication processes, in order to associate
20 the accession-level (individual testing visit-level) data to unique Class Members. As
21 prepared by Mr. Olsen, the Class Data List contained 315,281 records, including duplicate
22 records for some accessions and records for individuals who are outside the Class definition.
23 Keough Decl. ¶ 4. Because Mr. Olsen’s analysis was performed at the accession level, rather
24 than the Class Member level, a single individual could have multiple entries, reflecting a
25 series of distinct visits for Theranos testing, on the Class Data List. JND’s additional
26 processing and deduplication of this data, through which JND identified 299,345 unique
27 accessions belonging to 198,982 Class Members (Keough Decl. ¶ 7), has enabled JND to
28

1 provide the calculations and estimates requested by the Court, and, if the Settlement is
2 approved, will ultimately facilitate JND's issuance of notices and settlement payments.

3 JND provides the following estimates in response to the Court's specific questions
4 regarding the Class and Subclass size:

5 • Class size: 198,982 (This is the number of entries with a unique
6 combination of name, address, and date of birth in the Class Data List after
7 exclusions and deduplication by JND). *See* Keough Decl. ¶¶ 5-7.

8 • Walgreens Edison Subclass size: 7,866 (This is the number of
9 unique Class Members flagged in the Class Data List as having one or more
10 accessions meeting the criteria for inclusion in the Subclass). Keough Decl.
11 ¶ 8.

12 **C. Class and Subclass Member Testing Costs and Estimated**
13 **Settlement Payments**

14 The Court also requested information regarding Theranos Testing Costs of the Class
15 and the expected settlement payment amounts for the Class and Walgreens Edison Subclass.

16 As described in the proposed Plan of Allocation (Walgreens Settlement, Ex. C),
17 Class Member payments will be calculated as follows: (a) \$10 (the "Base Payment"); plus
18 (b) two times the amount of the Class Member's Theranos Testing Costs, minus the amount
19 of any negotiated refund checks for that Class Member from the 2017 AZ AG settlement as
20 reflected in the Class Data List. These amounts (other than the \$10 base payment portion)
21 comprise the "Unadjusted Class Member Payment" that will be subject to a higher or lower
22 *pro rata* adjustment depending on the funds available for distribution ("Net Settlement
23 Fund"). The Walgreens Edison Subclass member payments are calculated as \$1,000 per
24 Walgreens Edison Subclass member, subject to adjustment on the same basis as the
25 Unadjusted Class Member Payment.

26 As such, the Plan of Allocation requires JND to perform a number of calculations.
27 First, it must identify the "Theranos Testing Costs" for the 299,345 accessions on the Class
28 Data List. JND has done so pursuant to the following guidance: JND used the four Testing

1 Costs-related data fields in the Class Data List described above. Where all values in those
2 fields were the same for an accession, that value was identified as the Theranos Testing
3 Costs for that accession. In any instances where the Class Data List contains more than one
4 value in the four Testing Costs-related fields (*i.e.*, if there was any variation at all), Plaintiffs
5 instructed JND to use the highest of the available values for purposes of calculating the
6 “Theranos Testing Cost” of a particular accession. Keough Decl. ¶ 10. Plaintiffs believe this
7 is the most appropriate and equitable method to address the modest variations within the
8 data regarding Class Member payment information. Finally, no Theranos Testing Cost data
9 was available (values in all four fields were blank) for 34,632 accessions on the Class Data
10 List. Keough Decl. ¶ 12. The Plan of Allocation requires JND to assign the average of the
11 Theranos Testing Costs that are available to those accessions. Walgreens Settlement Ex. C
12 ¶ 1-B.

13 Second, JND must identify the amounts of any refunds negotiated by Class Members
14 in order to deduct that amount from each Class Member’s final payment. With respect to
15 offsets for the AZ AG refunds, the Class Data List identifies, for each accession, whether a
16 refund was sent and in what amount, and whether that refund was negotiated or not. Keough
17 Decl. ¶¶ 10, 14. As Mr. Olsen explains, that information was provided by Rust Consulting,
18 the administrator of the AZ AG settlement. Olsen Decl. ¶ 6(b)-(c).

19 JND then totaled the Theranos Testing Costs for each individual Class Member based
20 on their accessions, and thus provides the following calculations relevant to Class Member
21 Payment amounts:

- 22 • Total Theranos Testing Costs (excluding accessions where the
23 average costs were used due to missing data): \$10,556,737.19
- 24 • Average Theranos Testing Costs per accession: \$39.88 (This is
25 the average cost per Theranos Testing visit. On average, Class Members were
26 associated with more than one (approximately 1.5) Theranos Testing visit in
27 the Class Data List.)

- 1 • Total Theranos Testing Costs including average costs for
2 accessions with no payment data: \$11,937,861.35
- 3 • Two times the total Theranos Testing Costs (“Unadjusted
4 Class Member Payments” as defined in Plan of Allocation): \$23,875,722.70
- 5 • Total number of Arizona Attorney General Refunds issued to
6 Class Members: 104,142
- 7 • Total number of Arizona Attorney General Refunds negotiated
8 by Class Members: 81,001
- 9 • Total dollar amount of Arizona Attorney General Refunds
10 Issued to Class Members: \$4,108,060.21.
- 11 • Total dollar amount of Class Members’ negotiated Arizona
12 Attorney General Refund Checks: \$3,337,199.32.

13 Pursuant to the proposed Plan of Allocation, the Unadjusted Class Member Payment
14 Amount portion of the Class Member Payment and the default Walgreens Edison Subclass
15 Payment amount (\$1,000 per Walgreens Edison Subclass Member) are subject to *pro rata*
16 adjustment depending on the extent to which the Net Settlement Fund (*i.e.*, the amount
17 available for distribution to the Class after payment of attorneys’ fees, costs, service awards,
18 and administrative costs) is either insufficient or more than enough to make all payments at
19 the default amounts. Assuming that the Net Settlement Fund available for distribution is
20 \$30,422,766.42—calculated as the total amount provided by the Settlements
21 (\$45,331,094.88), minus the requested attorneys’ fees (\$13.2 million, *i.e.*, 30% of the \$44
22 million Walgreens Settlement amount), estimated attorneys’ costs (\$1.3 million), estimated
23 administrative costs (\$500,000; *see* Dkt. 591-16, ¶ 33), and maximum requested service
24 awards (\$70,000; *i.e.*, \$10,000 for each of the seven class representatives)—JND provides
25 the following estimated payment amounts:

- 26 • *Pro rata* adjustment (not applicable to \$10 base payment or AZ
27 AG offset): 1.000895447

- 1 • Total Class Member Payments: \$22,549,722.82 (including the
- 2 \$10 Base Payment and accounting for the AZ AG offset)
- 3 • Average Class Member Payment: \$113.33 (including the \$10
- 4 Base Payment and accounting for the AZ AG offset)
- 5 • Walgreens Edison Subclass Member Payment: \$1,000.89
- 6 • Total Walgreens Edison Subclass Member Payments:
- 7 \$7,873,043.59

8 *See* Keough Decl. ¶¶ 16-19.

9 Thus, Plaintiffs expect that the Net Settlement Fund is adequate to make payments
10 equal to slightly more than double each Class Member's Theranos Testing Costs minus the
11 AZ AG offset (with the average payment per Class Member reflecting the fact that the
12 average Class Member had 1.5 Theranos Testing visits), plus the \$10 Base Payment, plus
13 approximately \$1,000 to each member of the Edison Subclass.

14 **2. Effectiveness and Reliability of Class Notice**

15 At the September 22, 2023 hearing, the Court asked for information regarding the
16 effectiveness of the notice program for the 2022 notice of class certification.

17 The 2022 notice program, like the one proposed for settlement notice, included direct
18 notice via mail/email and a targeted digital notice campaign. JND reported that: (a) 91% of
19 the mailed notices were deemed delivered and 9% were deemed undeliverable; and (b) 94%
20 of the email notices were deemed delivered and 6% were deemed undeliverable (Dkt. 482-
21 1, ¶¶ 7, 9). JND further reported that the 2022 digital notice program, which ran for
22 approximately six weeks, delivered a total of 8,517,481 digital impressions (Dkt. 482-1, ¶
23 10).

24 The mailing and email address information used for the 2022 notice came from
25 Theranos' testing records and was updated by JND through its standard processes (including
26 updating addresses, where possible, and re-mailing notices that were returned
27 undeliverable) (Dkt. 482-1, ¶¶ 3, 6). This data will be used for settlement notice and JND
28 will make additional efforts to further update addresses and maximize deliverability of the

1 direct settlement notices (Dkt. 591-16, ¶¶ 19-23). The proposed settlement notice program
2 also includes a digital notice program that tracks the prior digital program and is expected
3 to deliver a total of 8.3 million impressions (Dkt. 591-16, ¶¶ 26-27). The proposed
4 settlement notice program also includes publication notice in the *Arizona Republic*, a
5 settlement website, and informational toll-free number.

6 **3. Treatment of Residual Settlement Funds**

7 The Court requested further information regarding the proposal for distribution of
8 residual funds, and in particular regarding unclaimed property procedures. Under the
9 proposed Plan of Allocation, if a second distribution is not practicable, or if there are still
10 remaining residual funds following a second distribution, the remaining funds would be
11 treated as unclaimed property of the corresponding Class Members subject to applicable
12 state unclaimed property procedures (Dkt. 591-11, ¶ 7). The unclaimed property procedures
13 and timing vary by state.

14 In Arizona, where most of the Class Members are expected to reside, following a
15 one-year “dormancy period,” during which the funds would be claimable directly from the
16 Settlement Administrator (Ariz. Rev. Stat. § 44-302), and after a “due diligence” notice
17 about the funds is sent to the Class Members with unclaimed funds (*Id.* § 44-307(E)), the
18 funds that remain unclaimed along with the corresponding names, payment amounts, and
19 last known addresses, would be sent to the Arizona Department of Revenue for deposit in
20 the state’s general fund (*Id.* § 44-313). At that point, the Class Members with unclaimed
21 funds will be able to claim the funds for 35 years (the escheatment period) by following the
22 state unclaimed property procedure (*Id.* § 44-317(E)).

23 The process in California is similar. Following a three-year “dormancy period,”
24 during which the funds would be claimable from the Settlement Administrator, and after a
25 “due diligence” notice about the funds is sent to Class Members with unclaimed funds, the
26 funds that remain unclaimed, along with the corresponding names, payment amounts, and
27 last known addresses, would be sent to the California State Controller’s Office for deposit
28 in the State’s general fund. At that point, the Class Members with unclaimed funds will still

1 be able to claim the funds by following the state unclaimed property procedure; in
2 California, there is no time limit for submitting such claims (i.e., the funds would be
3 available to claim in perpetuity). *See* Cal. Code Civ. Proc. §§ 1501.5, 1531; *see also*,
4 *Unclaimed Property*, Cali. State Controller, <https://ucpi.sco.ca.gov/> (last visited Oct. 5,
5 2023).

6 Class Counsel believe that treating the ultimate residual funds as unclaimed property
7 is the best option for the class because it provides additional opportunities for Class
8 Members to receive funds directly. If the Court’s preference, however, is for the residual
9 funds to be distributed *cy pres*, Class Counsel and Walgreens can promptly propose
10 appropriate recipient(s).

11 **4. The Balwani and Theranos ABC Settlements**

12 **A. Legal Framework and Theranos ABC Background**

13 An assignment for the benefit of creditors (or “ABC”) “provides a means of
14 liquidating the assets of a debtor in an orderly, controlled manner.” Geoffrey L. Berman,
15 *General Assignments for the Benefit of Creditors* 3 (2019). An ABC is a creature of
16 California state law that functions as an alternative to liquidation under Chapter 7 of the
17 Bankruptcy Code. *See, e.g., Berg & Berg Enters., LLC v. Boyle*, 100 Cal. Rptr. 3d 875, 895
18 (Ct. App. 2009) (assignment for the benefit of creditors is “a recognized statutory alternative
19 to liquidation through bankruptcy”); *Credit Managers Ass’n v. Nat’l Indep. Bus. All.*, 209
20 Cal. Rptr. 119, 121 (Ct. App. 1984) (“An assignment for benefit of creditors is a business
21 liquidation device available to an insolvent debtor as an alternative to formal bankruptcy
22 proceedings.”).

23 Here, Theranos (assignment for the benefit of creditors), LLC (“Theranos ABC”)
24 was formed as a California limited liability company for the purpose of acting as assignee
25 for the benefit of creditors of Theranos, Inc. *See* Exhibit 3 (Stoian Declaration). The
26 assignment commenced with an assignment agreement, pursuant to which the distressed
27 entity assigns all of its property rights, title, and interests to a third-party assignee. *See* Cal.
28 Code Civ. Pro. §§ 493.010 to 493.060, 1800-1802. Assignments under California law do

1 not require a court filing or court supervision. *See generally id.* §§ 493.010-493.020. The
2 assignment agreement between Theranos ABC and Theranos, Inc. is attached here as
3 Exhibit 4.

4 **B. Other Creditors' Rights and Claims**

5 Under California's nonjudicial process, the assignee is responsible for liquidating the
6 assets of the assignment estate and distributing the net proceeds, if any, to the assignor's
7 creditors. Schwartz & Ahart, California Practice Guide: Enforcing Judgments and Debts
8 (The Rutter Group 2005) ¶ 5:166–5:168, pp. 5–59 to 5–60 (“The assignee acts very much
9 like a Chapter 7 bankruptcy trustee; it collects all of the debtor's nonexempt assets,
10 liquidates them, and pays the proceeds to creditors”). The process does not require creditors'
11 “consent[,]” and other creditors would not have and are not given a right to object to the
12 payment of claims. *See Berman, supra*, at 5. Rather, the assignee pays (or does not pay)
13 claims at its discretion, subject to a fiduciary duty to Theranos, Inc.'s creditors, “akin to that
14 of a trustee or administrator of an estate who owes fiduciary duties to the estate's
15 beneficiaries.” *Berg & Berg Enters., LLC v. Sherwood Partners, Inc.*, 32 Cal. Rptr. 3d 325,
16 341 (Ct. App. 2005).

17 **C. Process for Payment, Balwani's Appeal, and Payment Timing**

18 On September 12, 2018, Theranos, Inc. assigned all of its remaining assets to the
19 Theranos ABC for liquidation and distribution to Theranos, Inc.'s creditors. *See* Exhibit 5,
20 Theranos ABC Notice to Theranos, Inc. Creditors; Exhibit 3 (Stoian Declaration). On
21 October 10, 2018, the Theranos ABC sent notice to Theranos, Inc.'s creditors of the
22 assignment and setting a date for creditors to submit proofs of their claims (that date being
23 March 11, 2019). *Id.*

24 The named plaintiffs in this litigation submitted a claim to Theranos ABC, on behalf
25 of the putative class. Walgreens submitted a claim as well. Defendant Holmes submitted
26 claims: (a) premised on Theranos, Inc.'s alleged obligation to indemnify Holmes for certain
27 costs of her legal defense; and (b) based on her equity interest in Theranos, Inc. Defendant
28 Balwani similarly submitted claims: (a) premised on Theranos, Inc.'s alleged obligation to

1 indemnify Balwani for certain costs of his legal defense; and (b) based on his equity interest
2 in Theranos, Inc. A number of other, smaller claims were submitted by other creditors.
3 Exhibit 3 (Stoian Declaration).

4 The remaining assets of the assignment estate are very limited and, according to
5 Theranos ABC, are fully encumbered by a certain secured creditor of Theranos, Inc. that
6 has agreed to release certain funds to allow Theranos ABC to make distributions to creditors
7 subject to certain conditions. Exhibit 3 (Stoian Declaration). The maximum amount to be
8 so released is limited—less than \$5 million. *Id.* The Theranos ABC further reports that it
9 has been unable to distribute the remaining limited assets of the assignment estate due to
10 the magnitude of the Holmes and Balwani claims against the assets and the pendency of
11 those defendants' respective appeals from their criminal convictions, which leaves their
12 respective indemnification claims unsettled. Compounding this uncertainty, Theranos ABC
13 must determine the valuation of the other creditors' remaining claims and ensure they are
14 treated fairly; it is possible that, absent the ABC Agreement submitted for the Court's
15 consideration in this case, Theranos ABC might conclude that the Class's claim against the
16 remaining estate assets is subject to an offset by the amount of the Walgreens settlement
17 and/or assign the Class's claim a *de minimis* value or possibly even zero value. Such position
18 could result in further time consuming and expensive litigation which would further whittle
19 away at the assets available for distribution by Theranos ABC.

20 Thus, in the absence of a settlement involving the assignment, there would be at least
21 three uncertainties plaguing the Class's efforts to obtain compensation for their claim to the
22 limited remaining assets of Theranos ABC: (1) value and valuation of the claim, this is the
23 task of the assignee at its discretion subject to a fiduciary duty to all creditors; the Assignee
24 might determine that the claim has limited value or is subject to an offset by the amount of
25 the Walgreens settlement here; (2) ongoing uncertainty regarding the validity and value of
26 the Balwani and Holmes claims; and (3) timing, in that absent the ABC Agreement
27 submitted for the Court's consideration here, the payment to the Class from the Theranos
28 ABC—if any—would occur at an uncertain point in the future, likely at a time that is too

1 late for any such funds to be folded into the distribution of Class payments under the
2 Walgreens settlement.

3 With that background, Plaintiffs provide the following answers to the Court's
4 specific questions:

5 • Amount of the Theranos ABC Payment to the Class: The
6 amount of the payment is fixed at \$1,331,094.88 pursuant to the ABC
7 Agreement (Dkt. 591-14, ¶ 2). Plaintiffs' Counsel apologize if the amount or
8 fixed nature of the payment was unclear in prior briefing. The forms of notice
9 will be updated to make this clearer. The amount the Class will receive from
10 the Theranos ABC is fixed pursuant to the proposed settlement and is not
11 contingent, for example, on the outcome of the Balwani or Holmes appeals.

12 • Timing of the Theranos ABC Payment to the Class: The timing
13 of the payment is also fixed pursuant to the ABC agreement, at 10 days
14 following the Court's final approval of the relevant provisions (as defined in
15 the ABC Agreement, principally the releases set forth therein) (Dkt. 591-14,
16 ¶ 2). The long-form notice will be updated to make this clearer.

17 • Court Supervision and/or Approval of ABC Process: As
18 discussed above, under California law, an assignment for the benefit of
19 creditors is not subject to supervision of a court; rather, the assignee acts as
20 a fiduciary for the benefit of Theranos, Inc.'s creditors.

21 • Other Creditor Claims and Objections of Other Creditors: The
22 claims of other creditors to the remaining Theranos ABC assets will remain
23 if the ABC Agreement is approved; those claims will be addressed in the
24 normal course of the ABC process. Other creditors do not have standing to
25 object to the Class claims. However, Plaintiffs note that Walgreens is the
26 largest remaining creditor (and as such, the assignee owes Walgreens a
27 fiduciary duty), and Walgreens has agreed to the valuation and the treatment
28 of the Class's claim pursuant to the ABC Agreement.

1 • Balwani Conviction Status and Claim on Theranos ABC
2 Assets: The Court inquired whether, if Balwani's conviction is affirmed, his
3 claim to the Theranos ABC's assets would be voided. In the event Mr.
4 Balwani's conviction is affirmed, and assuming Balwani had not resolved his
5 claims against the assignment estate, it is Plaintiffs' understanding that his
6 claim to the Theranos ABC's assets would likely be void/rejected. However,
7 the timing of this is indeterminate and may require a formal litigation by
8 Theranos ABC against Balwani to obtain a determination that Balwani's
9 indemnification claim is invalid as a result of his affirmed conviction.

10 Moreover, even if Mr. Balwani's conviction is affirmed and his claim is
11 voided/rejected, that would not translate into payment of the Class's claim of any particular
12 amount or on any particular timeframe. Rather, the uncertainties described above would
13 remain. It is not known, for example, whether any payment to the Class would exceed the
14 fixed \$1,331,094.88 amount to be paid to the Class under the ABC Agreement. Even if it
15 did exceed that amount, the fact that only very limited assets remain in the assignment estate
16 (potentially reduced further by litigation with Balwani) and Walgreens' claim on the assets
17 would remain, means that any such overage would likely be modest (if anything). There
18 would also remain the costs of distributing to the Class any funds received at that later date,
19 which would likely be in the hundreds of thousands of dollars, which would reduce any
20 additional money going to the Class and likely erase any theoretical overage between this
21 delayed payment and the fixed amount to be paid to the Class under the ABC Agreement.
22 The Balwani Settlement and ABC Agreement guarantee payment for the Class's claim
23 against the remaining assignment assets at a fixed amount, while also guaranteeing that
24 payment will occur on a timeframe that allows the distribution of those funds in tandem
25 with the Walgreens Settlement funds, reducing notice and administration costs for the Class.

26 **5. Class Representative Awards**

27 The Class has not yet applied for service awards and service awards are not addressed
28 specifically within Rule 23(e)(2). And while the Walgreens Settlement provides that

1 Plaintiffs may seek service awards and addresses the process for payment of any service
2 awards granted, payment of service awards is expressly not a condition of the Walgreens
3 Settlement (or the other settlements) (Dkt. 591-2, ¶¶ 70-71).

4 The Ninth Circuit, however, has “repeatedly held that reasonable incentive awards
5 to class representatives are permitted.” *In re Apple Inc. Device Performance Litig.*, 50 F.4th
6 769, 785-87 (9th Cir. 2022) (quotation marks and citation omitted). Indeed, “[i]ncentive
7 awards are fairly typical in class action cases.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948,
8 958 (9th Cir. 2009). Service awards “are intended to compensate class representatives for
9 work done on behalf of the class, to make up for financial or reputational risk undertaken in
10 bringing the action, and, sometimes, to recognize their willingness to act as a private
11 attorney general.” *Id.* at 958-59.

12 Plaintiffs here intend to request \$10,000 as a service award to each of the named
13 class representatives. The class representatives here have been actively involved in this
14 action for nearly seven years. They have sat for depositions; they have responded to written
15 discovery; and they have produced documents. They have consulted with counsel
16 throughout the course of this action. Service awards of \$10,000 are within—if not below—
17 the range approved within this Circuit, particularly where class representatives have
18 participated in ways comparable to the class representatives’ activities here. *Andrews v.*
19 *Plains All-American Pipeline, L.P.*, No. 2:15-cv-04113-PSG-JEM, 2022 WL 4453864, at
20 *4-5 (C.D. Cal. Sept. 20, 2022) (awarding \$15,000 per class representative); *In re Nat’l*
21 *Collegiate Athletic Ass’n Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 4:14-md-2541-
22 CW, 2017 WL 6040065, at *11 (N.D. Cal. Dec. 6, 2017), *aff’d*, 768 F. App’x 651 (9th Cir.
23 2019) (awarding each of the four class representatives \$20,000 service awards) (collecting
24 cases); *Browner v. Bank of Am. Nat’l Ass’n*, No. 3:14-cv-02702-LB, 2016 WL 161295, at
25 *6 (N.D. Cal. Jan. 14, 2016) (approving \$15,000 award for a named plaintiff who spent
26 about 80 to 100 hours on the case); *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08
27 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (N.D. Cal. Apr. 22, 2010) (collecting Ninth
28 Circuit cases with service awards of \$20,000 or higher).

1 Further details in support of the requested service awards will be provided in
2 connection with Plaintiffs' application for attorneys' fees, costs, and service awards.

3 **6. Fees and Costs**

4 **A. Legal Framework and Background**

5 Federal Rule of Civil Procedure 23(h) provides that a motion for attorneys' fees and
6 nontaxable costs in a class action shall be heard "at a time the court sets." In their Motion
7 for Preliminary Approval, Class Plaintiffs request that the Court set a schedule for the filing
8 of and hearing on their anticipated requests for fees and costs from the common fund created
9 by the Walgreens Settlement (Dkt. 591-1, pp. 14-15).

10 Therefore, it is Plaintiffs' intent to file a full motion seeking fees and costs at a later
11 date to be set by the Court. Specifically, under the proposed preliminary approval order,
12 Class Counsel would file their fee motion at least 45 days before the Class Members'
13 objection deadline.

14 At this preliminary approval stage, Plaintiffs' future fee and cost request may
15 potentially implicate preliminary approval of the settlement and notice in three ways:

16 *First*, the Ninth Circuit has directed District Courts to examine any settlement
17 agreement terms relating to the payment of attorneys' fees as those terms may indicate signs
18 of collusion. In the *Bluetooth* case, the Ninth Circuit advised that settlements should be
19 examined for the following signs of collusion, drawing on several different cases and
20 different circuits' authorities:

21 (1) when counsel receive a disproportionate distribution of the
22 settlement, or when the class receives no monetary distribution but class
23 counsel are amply rewarded,

24 (2) when the parties negotiate a clear sailing arrangement providing
25 for the payment of attorneys' fees separate and apart from class funds, which
26 carries "the potential of enabling a defendant to pay class counsel excessive
27 fees and costs in exchange for counsel accepting an unfair settlement on
28 behalf of the class, and

(3) when the parties arrange for fees not awarded to revert to
defendants rather than be added to the class fund.

1 *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011) (cleaned up;
2 internal citations, quotation marks and alterations omitted). Here, none of the signs of
3 potential collusion are present.

4 *Second*, Fed. R. Civ. P. 23(e)(1)(B)(i) and 23(e)(2)(C)(iii) direct the Court to
5 consider at the preliminary approval stage “the terms of any proposed award of attorney’s
6 fees, including timing of payment.” Here, neither the entitlement to, nor the amount of,
7 attorneys’ fees is a term of any of the three settlements. The Walgreens Settlement expressly
8 states that “the effectiveness of this Settlement Agreement is not contingent upon the
9 Court’s approval of any Attorneys’ Fees and Expenses Application” (Dkt. 591-2, ¶ 71).
10 Neither the Balwani nor ABC settlements require the payment of any particular attorneys’
11 fees (Dkt. 591-13, ¶ 8; Dkt. 591-14, ¶ 10). Instead, the Walgreens Settlement provides only
12 that Plaintiffs may seek an award of attorneys’ fees to be paid from the common settlement
13 fund created by the Walgreens Settlement, with the availability and amount of such award
14 being left for the Court to decide, and specifies the procedure and timing of payment of any
15 such amounts awarded by the Court (Dkt. 591-2, ¶¶ 67-69).

16 *Third*, Local Rule 54.2(i) states that a “fair estimate” of the fees and costs to be
17 sought in connection with a class action settlement must be provided in the class notice:

18 (i) Class Action Settlements. Notice of the amount of any
19 attorneys’ fees and related non-taxable costs, or fair estimate thereof, to be
20 sought in connection with any action certified as a class action pursuant to
21 Rule 23, Federal Rules of Civil Procedure shall be given to all class members
22 at the time, and in accordance with, the notice provided to the class members
23 given pursuant to Rule 23(e), Federal Rules of Civil Procedure.

24 *Id.*

25 The Local Rule likewise requires only a fair estimate of the fee request, and not a
26 final request or requested amount, for purposes of the notice. Therefore, Class Counsel
27 proposed that the forms of class notice advise Class Members that counsel would seek a fee
28 of *up to* one-third of the \$44 million Walgreens Settlement amount. This was not a final
request or necessarily the exact amount that Class Counsel would eventually seek, but it did
provide the Class information about the *maximum* fee.

1 In connection with their eventual fee and cost application, Class Counsel intend to
 2 provide more comprehensive information and argument to support their request. As noted
 3 below, counsel intend to seek 30% of the Walgreens Settlement amount in their forthcoming
 4 fee application, and have revised the proposed notice documents accordingly.

5 **B. Grounds for Anticipated Fee Request**

6 As the Court has requested additional information to support the fee Class Counsel
 7 might later request, we provide the following information:

8 Lodestar: Class Counsel have conducted a review of their fee records. It is Class
 9 Counsel's practice to further review their detailed fee records before submitting a final
 10 lodestar figure in connection with their actual application for attorneys' fees. This review
 11 typically results in some reduction of lodestar in the exercise of billing judgment. However,
 12 Class Counsel's lodestar here is highly unlikely to fall below the amount proposed for
 13 inclusion in the notices: this is because, as of present, Class Counsel's lodestar is
 14 \$25,595,184.55, inclusive of the time of all firms who worked on this matter from inception
 15 of the litigation through September 30, 2023.

Firm	Cumulative Hours	Cumulative Lodestar
Lieff Cabraser	23,668.90	\$14,838,966.00
Keller Rohrback	14,035.70	\$8,950,113.50
Kaplan Fox	2,118.25	\$1,186,279.75
McCune Law Group	1,005.80	\$477,775.00
Hagens Berman	246.70	\$114,598.30
Totals:	41,075.35	\$25,567,732.55

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23 In arriving at this figure, counsel have removed all fees incurred by timekeepers who
 24 worked less than 20 hours on this matter. Again, Class Counsel will perform a further review
 25 of time recorded in this action prior to submitting a fee application. Based on counsel's
 26 experience, however, it is highly unlikely that lodestar would fall below one-third of the
 27 Walgreens Settlement amount.
 28

1 Fee Agreements: The Court inquired whether a one-third fee was required by any
 2 agreements counsel have with the class representatives. Those agreements were not the
 3 basis for the one-third not-to-exceed fee amount proposed for the notice. None of the
 4 agreements purport to require the Court to award attorneys' fees (at all, or in any particular
 5 amount). As is normal in class actions,¹ the Court determines whether to award attorneys'
 6 fees. The Walgreens Settlement here contemplates that Class Counsel will *move* the Court
 7 for an award of attorneys' fees, and expressly states that the fee award (in any amount) is
 8 not a condition for the settlement (Dkt. 591-2, ¶ 71) ("the effectiveness of this Settlement
 9 Agreement is not contingent upon the Court's approval of any Attorneys' Fees and
 10 Expenses Application"). The Court's authority to award fees comes from its equitable
 11 powers. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). As noted above, Class
 12 Counsel intend and expect that their motion for attorneys' fees, when filed, will seek 30%
 13 of the fund created pursuant to the Walgreens Settlement, which Plaintiffs have confirmed
 14 is consistent with the fee agreements.

15 Costs: The proposed forms of notice indicate that Class Counsel will seek
 16 reimbursement of costs in an estimated amount of up to \$1.3 million. Class Counsel request
 17 that the Court set a date for filing and hearing on their request for costs. That request will
 18 include additional detail and argument. Under the proposed preliminary approval order, that
 19 request would be filed at least 45 days before the Class Members' objection deadline. Class
 20 Counsel have gathered cost information to provide context for the estimated cost figure used
 21 in the proposed forms of notice, inclusive of the costs expended by all firms who worked
 22 on this matter:

Category*	Amounts
Consultant / Expert Fees	\$433,707.50
JND Costs	\$322,820.12
Relativity Database Expenses	\$83,026.76

27
 28 ¹ *See Benjamin Gould, On the Lawfulness of Awards to Class Representatives*, 2023 Cardozo L. Rev de novo 1, 15 (discussing why this is the case).

1	Deposition Costs	\$81,386.53
2	Travel Expenses	\$77,528.40
3	Online Research (Westlaw, Lexis, etc.)	\$50,334.18
4	In-House Photocopying	\$35,654.40
5	Transcripts (incl. certain deposition transcription services)	\$25,686.76
6	Investigation Fees / Service Fees	\$12,804.00
7	Court Fees	\$6,837.38
8	Outside Photocopying	\$6,493.50
9	Federal Express / Local Courier	\$6,041.14
10	Miscellaneous	\$774.88
11	Long Distance	\$454.42
12	Postage Charges	\$427.34
13	Total:	\$1,143,977.31

14 *These numbers have not yet been audited and should be treated as
15 approximations rather than as final numbers.

16 7. Modifications to Notice Documents

17 A. “Unsubscribe” Language in Email Notices

18 At the September 22, 2023 hearing, the Court noted the following language at the
19 end of the two proposed forms of email notice (Dkt. 591-3 and 591-4.): “To unsubscribe
20 from this list, please click on the following link: Unsubscribe.” The Court noted that this
21 language could be confused by recipients as relating to opting out of the class.

22 The proposed Settlement Administrator, JND, has explained that it includes an
23 “unsubscribe” link at the bottom of all emails to allow Class Members to remove their email
24 address from any additional email notices from JND, which JND explains is essential to
25 maintain JND’s good reputation among the internet service providers and reduce complaints
26 relating to the email campaign. Accordingly, rather than delete the “unsubscribe” language
27 from the email notices in this case, JND would recommend adding language making clear
28 that unsubscribing from further emails is not the same as opting out. Class Counsel propose

1 that the following sentences be added following the current “unsubscribe” sentence in both
2 email notice forms:

3 “Unsubscribing from further emails is **not** the same as opting out of the class or the
4 settlements. The deadline to opt-out in this case has already passed.”

5 **B. Objection Requirement**

6 At the September 22, 2023 hearing, the Court asked about the final objection
7 requirement listed at Q. 17 of the proposed long-form notice (Dkt. 591-8) (“state that you
8 submit to the jurisdiction of the Court with respect to the objection or request to be heard
9 and the subject matter of the settlements of the Action, including, but not limited to,
10 enforcement of the terms of the Settlement Agreements”). In response to the Court’s
11 question, that requirement was not intended to create any additional concession by any
12 would-be objectors. Plaintiffs and Walgreens have conferred and have agreed to remove
13 this objection requirement, including from Q.17 of the long-form notice.

14 **C. Clarification in Long-Form Notice re Scope of Walgreens Edison
15 Subclass.**

16 Pursuant to the Court’s suggestion, Plaintiffs propose that the following language be
17 added to Q.12 of the long-form notice (Dkt. 591-8) to clarify that only those tiny blood draw
18 recipients whose blood was drawn by a Walgreens employee are in the Walgreens Edison
19 Subclass and entitled to the additional Walgreens Edison Subclass Payment:

20 *“Please note that not every Class Member who had a ‘tiny’ blood draw (fingerprick)*
21 *is a Walgreens Edison Subclass Member. Only Class Members who had a ‘tiny’ blood draw*
22 *(fingerprick) performed by a Walgreens employee are in the Walgreens Edison Subclass*
23 *and qualify for the additional Walgreens Edison Subclass Member Payment. If you only*
24 *had ‘tiny’ blood draw(s) (fingerpricks) performed by Theranos employee(s), you are not in*
25 *the Walgreens Edison Subclass. The Court previously ruled in this case that ‘tiny’ blood*
26 *draws (fingerpricks) performed by Theranos employees could not be the basis for a battery*
27 *claim against Walgreens. The Walgreens Edison Subclass Member Payments are being*
28

1 made to resolve the battery claims against Walgreens. See Questions 4 and 5, above for
2 further information.”

3 **D. Corrected Typos**

4 At the September 22, 2023 hearing, the Court noted two typos, both of which will be
5 corrected: (a) “if approved, provide” will be changed to “if approved, will provide,” in all
6 notices where that typo exists; and (b) in paragraph 20 of the proposed preliminary approval
7 order, “opt out” will be changed to “opted out.”

8 The revised, redlined documents, including all of the above-described edits, are
9 attached hereto as Exhibits 6 through 13.

10 **8. Conclusion**

11 For the foregoing reasons, Plaintiffs respectfully request that the Court enter an order
12 granting preliminary approval of the proposed settlements, directing dissemination of notice
13 to the Class, and set a schedule for remaining settlement approval proceedings.

14 DATED this 6th day of October, 2023.

15 KELLER ROHRBACK L.L.P.

16
17 By *s/ Alison E. Chase*

18 Mark D. Samson, Bar No. 011076
19 Ron Kilgard, Bar No. 005902
20 Alison E. Chase, Bar No. 028987
21 3101 North Central Avenue, Suite 1400
22 Phoenix, AZ 85012
23 Telephone: (602) 248-0088
24 Facsimile: (602) 248-2822
25 Email: msamson@kellerrohrback.com
26 Email: rkilgard@kellerrohrback.com
27 Email: achase@kellerrohrback.com

28 Lynn Lincoln Sarko, Bar No. 35345 (*Pro Hac Vice*)
Gretchen Freeman Cappio (*Pro Hac Vice*)
Benjamin B. Gould (*Pro Hac Vice*)
Sydney Read (*Pro Hac Vice*)
KELLER ROHRBACK L.L.P.
1201 3rd Ave., Ste. 3200
Seattle, WA 98101

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Telephone: (206) 623-1900
Facsimile: (206) 623-3384
Email: lsarko@kellerrohrback.com
Email: gcappio@kellerrohrback.com
Email: bgould@kellerrohrback.com
Email: sread@kellerrohrback.com

Michael W. Sobol (*Pro Hac Vice*)
Roger N. Heller (*Pro Hac Vice*)
Melissa Gardner (*Pro Hac Vice*)
Michael K. Sheen (*Pro Hac Vice*)
John D. Maher (*Pro Hac Vice*)
Amelia Haselkorn (*Pro Hac Vice*)
LIEFF CABRASER HEIMANN
& BERNSTEIN LLP
275 Battery St, 29th Floor
San Francisco, CA 94111
Telephone (415) 956-1000
Facsimile: (415) 956-1008
Email: msobol@lchb.com
Email: rheller@lchb.com
Email: mgardner@lchb.com
Email: msheen@lchb.com
Email: jmaher@lchb.com
Email: ehaselkorn@lchb.com

Co-Lead Class Counsel

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CERTIFICATE OF SERVICE

I hereby certify that on October 6, 2023, I electronically transmitted the foregoing document to the Clerk’s Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all CM/ECF registrants.

s/ Alison E. Chase

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

In re
Arizona THERANOS, INC. Litigation

No. 2:16-cv-2138-DGC
(Consolidated with)
No. 2:16-cv-2373- HRH
No. 2:16-cv-2660- HRH
No. 2:16-cv-2775- DGC
No. 2:16-cv-3599- DGC

**DECLARATION OF ARTHUR
OLSEN REGARDING CLASS
DATA LIST**

I, ARTHUR OLSEN, declare and state as follows:

INTRODUCTION AND BACKGROUND

1. I served as Plaintiffs' Database Expert in this action. I am the principal of my own Information Technology ("IT") consulting firm, Cassis Technology, LLC, and have over 25 years of professional experience in the IT field, specializing in the areas of data analysis, database development, database administration, and database support. My qualifications and background are set forth in my consultant profile ("Profile"), which is attached hereto as **Exhibit A**. A list of the cases in which I have offered testimony during the past four years, either in deposition or at trial, is attached hereto as **Exhibit B**.

2. Since 2008, I have been engaged on a large number of litigation consulting and testifying projects. For example, I previously provided trial testimony and was qualified as an expert witness in a consumer lawsuit against Wells Fargo relating to its overdraft practices and fees, which ultimately resulted in a judgment of \$203 million against Wells Fargo. *See Gutierrez v. Wells Fargo Bank, N.A.*, 730 F. Supp. 2d 1080 (N.D. Cal. 2010). In its Order awarding restitution to the class members, the court found that I had done a "professional and careful job" in connection with this work:

This order finds that plaintiffs' expert Arthur Olsen has convincingly shown that it is entirely practical to re-run the computerized data in storage for each class members' account and determine how many overdrafts were added by the high-to-low practice for debit-card transactions during the class period. Indeed, he has already done so, using various alternate posting sequences. This has been done by him on an account-by-account, day-by-day, and transaction-by-transaction basis, using the bank's own real-world data. Court orders were needed to provide him access to this data, but-after much work and time-this order finds that Expert Olsen has done a professional and careful job in laying out the impacts of various alternative posting protocols. This work has not only demonstrated the enormous impact of the high-to-low scheme, but it has demonstrated that it is possible, in considering relief and restitution, to add back to depositors' specific accounts the amounts that were wrongfully taken by Wells Fargo, using posting protocols that this order finds would have tracked the ordinary and reasonable expectations of depositors.

Id. at 1138.

3. I submit this Declaration in response to the Court's request at the September 22, 2023 hearing on Preliminary Approval of Class Action Settlement for more information regarding the data on which Plaintiffs' estimates regarding the Settlement Class and Walgreens Edison Subclass size and anticipated payment amounts are based.

THE CLASS NOTICE LIST AND THE DATA LIST

4. In February 2022, I was assigned by the Court to "provide the Class Administrator and counsel for all parties with a list (the 'Class Notice List') of Arizona and California Theranos patients for whom a mailing address, an email address, or both is available in the spreadsheets produced by Theranos and the Theranos Assignee in this litigation, along with their corresponding mail and/or email addresses." Dkt. No. 447 at 3. I performed this task by systematically reviewing, analyzing, and processing 5,420 spreadsheets that had been produced in the case to identify potentially pertinent information for the task. It is my understanding that the Class Notice List that I provided

was, in fact, used by the Notice Administrator in connection with sending class notices by mail and/or by email.

5. My second assignment in this case was to use data produced in this case to expand on the Class Notice List that I provided earlier, which only included certain data fields deemed pertinent to sending notices. For this second assignment, I created a “Class Data List” that included the following data elements, where available in the data: (a) Accession Number (which I understand represents a particular “visit” for Theranos testing); (b) Patient Name; (c) Mailing Address; (d) Email Address; (e) Date of Birth; (f) Visit Date; (g) Visit Cancelled Flag; (h) Blood Draw Location; (i) Blood Draw State; (j) Blood Draw Type; (k) Tiny Blood Draw Flag; (l) Blood Draw Person; (m) Walgreens Employee Flag (*i.e.*, whether the Blood Draw Person was a Walgreens employee); (n) Payment Amount; (o) Insurance Payment Type; (p) Coupon Info; (q) Arizona Attorney General Refund Amount; (r) Arizona Attorney General Refund Cashed Flag; and (s) Walgreens Payment Amount. I identified 2,977 spreadsheets that contained at least one data element relevant to my tasks. Because many data elements were found in multiple spreadsheets, I ultimately drew data from a subset (440) of those spreadsheets for the Class Data List.

6. Fields on the Class Data List that I understand are being used in connection with calculating the cost of blood draws associated with Theranos testing were populated as follows:

- a. Payment Amount – populated using the values in the TotalCharges and Total Amount Due (\$) fields in spreadsheets bearing THERA-AZ Bates stamps.
- b. Coupon Info – populated using values in the Coupon Code and CouponUsed fields in spreadsheets bearing THERA-AZ Bates stamps. These fields contained alphanumeric codes followed by a dollar amount (for example, “H3FXURCVPRXMKAA-\$41.13”),

and, where data in the Payment Amount field was available for comparison, was generally consistent with that data for positive values.

- c. Arizona Attorney General Refund Amount – populated using the refund check amounts identified in a spreadsheet that I understand was produced by the settlement administrator for the Arizona Attorney General settlement with Theranos, Bates stamped RUST 006.
- d. Arizona Attorney General Refund Cashed Flag – populated using a spreadsheet that I understand was produced by the settlement administrator for the Arizona Attorney General settlement with Theranos, Bates stamped RUST 001. The possible values in this field were “Cleared” and “Voided.”
- e. Walgreens Payment Amount – populated using values associated with an “Encounter ID” in the “Payment collected at POS” and “selling_price_dlr” fields of spreadsheets bearing WG Bates stamps, which I understand reflect records Walgreens produced regarding data Walgreens collected at the “point of sale” and which Walgreens used to generate invoices to Theranos for sales of Theranos testing.

7. In general, where data was available for a particular Visit ID in more than one of the Payment Amount, Coupon Info, Arizona Attorney General Refund Amount, and Walgreens Payment Amount fields was a non-zero value, the value was consistent within one cent in multiple fields. Data was not available for all fields for all Visit IDs.

8. Fields on the Class Data List that I understand are being used in connection with the identification of Class members and Walgreens Edison Subclass members were populated as follows:

- a. Blood Draw Type – populated using values in the Container, Draw Method, Visit Container, Visit Containers, Collection Details, and Container Name fields in in spreadsheets bearing THERA-AZ Bates stamps. Records were removed if the Blood Draw Type field was not blank but did not contain a blood draw type code, containing for example an entry for “Urine” or “Stool” only.
- b. Tiny Blood Draw Flag – this field was set to “Y” if the Blood Draw Type field was blank or contained at least one value containing the text “CTN,” which I understand is the term used to indicate fingerstick blood sample collection.
- c. Walgreens Employee Flag – this field was set to “Y” (meaning the Blood Draw Person was identified as a Walgreens employee) if all of the following criteria were present: (a) the visit date was between November 1, 2013 and March 31, 2015 (which I understand is the time period when Walgreens employees performed blood draws); (b) the blood draw state was “AZ” (I understand that Walgreens employees only conducted tiny blood draws in Arizona locations); (c) the value returned for blood draw location started with “WAG,” (because entries for Walgreens stores were input as “WAG” plus the 4-5 digit store number); (d) the tiny blood draw flag was “Y;” and (e) the value returned for blood draw person was an exact match for a name in spreadsheets that I understand from Plaintiffs’ counsel contain lists of Walgreens employees and/or was an exact match for a

name on the chart of Walgreens employees at pages 18-19 of the Declaration of Melissa Gardner (Dkt. No. 439).¹

9. Subsequent to compiling the data in the Class Data List as discussed above, I received additional data from the Notice Administrator (JND) including updated values in the Class Data List for patient name, mailing address, and email address to reflect work that JND did in locating updated address information, de-duplicating, and cleaning up and standardizing formatting for names and mailing addresses for purposes of Class notice. That data is reflected in the following five fields of the Class Data List: (a) JND Number; (b) JND UID; (c) JND Patient Name; (d) JND Mailing Address; and (e) JND Email Address.

10. I provided the results of my analysis in the form of the Class Data List to Plaintiffs' counsel in early 2023, and I understand Plaintiffs provided the same to JND for purposes of implementing the Plan of Allocation in connection with Plaintiffs' proposed class action settlements.

Executed on October 6, 2023, at Seattle, Washington.

By:  _____
Arthur Olsen

¹ This field would have been set to "Z" if all of the above criteria were met and the tiny blood draw flag was "Y" for the reason that the Blood Draw Type field was blank, rather than containing the text "CTN," because the presence of a Walgreens employee flag indicates that the patient had Theranos testing conducted by a Walgreens employee and I understand Walgreens employees did not perform venipuncture blood draws. There were no instances on the Class Data List where the Z value was assigned.

EXHIBIT A



IT CONSULTANT PROFILE: ARTHUR OLSEN

BACKGROUND

Specializing in the areas of data analysis, database development, and database administration, Mr. Olsen has over 25 years of professional IT experience. He has a strong background in both Oracle and Microsoft database technologies, with a focus in developing large-scale applications and designing reporting solutions for publicly traded corporations. Additionally, he has had valuable experience in analyzing and processing massive amounts of data for use in litigation support.

SKILLS

- ✱ Considerable experience compiling, analyzing and processing data in support of corporate and class-action litigation.
- ✱ Extensive training and experience creating functional designs and logical data models.
- ✱ Proficient in the wide range of database development and administration technologies including: Microsoft SQL Server; Oracle RDBMS; and Teradata RDBMS.
- ✱ Relevant experience designing, implementing and maintaining large scale database solutions on Oracle and SQL Server, including both online transaction based systems and data warehouses.
- ✱ Reporting specialist with experience developing custom reporting solutions based on financial systems such as Microsoft Dynamics and Oracle Financials, as well as custom applications.

AWARDS

- ✱ Award for Operational Excellence | Microsoft
Recognized for outstanding contribution to the design and implementation of the data warehousing solution for the Microsoft Licensing division.

CERTIFICATIONS

- ✱ Oracle Certified Professional
- ✱ Certified Oracle Database Administrator

EXPERIENCE

Data Expert: Litigation Specialist | retained by various law firms

- Data expert supporting massive multi-district class action litigation, (MDL No. 2036 – *In Re: Checking Account Overdraft Litigation*).
- Processed and analyzed data in support of class action litigation, (*Arnett v. Bank of America, N.A.*, D. Or. Case No. 3:11-CV-01372).
- Processed and analyzed data in support of class action litigation, (*Sheila I. Hofstetter et. al. v. JP Morgan Chase Bank, N.A.*, N.D. Cal. Case No. CV-10-1313 WHA).
- Processed and analyzed data in support of class action litigation, (*Veronica Gutierrez et. al. v. Wells Fargo Bank, N.A.*, N.D. Cal. Case No. 07-05923 WHA), that resulted in a \$203 million class restitution award.

Database Engineer: Reporting Specialist | under contract at various clients

- Developed a custom Chart of Accounts management solution that integrates with Microsoft Great Plains for small to mid-size companies.
- Designed and implemented several custom financial reporting solutions, including one for a Fortune 500 company, based on Microsoft Business Intelligence, MOSS, and Excel Services.
- Architected a solution for a large corporation that integrated with Oracle Financials and automated the process of calculating inventory reserves.

Database Administrator, Developer & Litigation Support Specialist | under contract at Hewlett Packard, Cupertino, CA

- Primary Database Administrator responsible for both Oracle and SQL Server support for three divisions, including 20+ applications spread out over a total of 30+ development, test and production servers.
- Lead analyst responsible for compiling, analyzing and processing data from various systems throughout HP for use in litigation support.
- Participated as the principal authority in the composition and implementation of SQL Server database standards across the three divisions, including security models, backup and recovery plans, programming standards, and general database naming conventions.

Database Engineer | Microsoft Licensing, Inc., Reno, NV

- Participated in the design, implementation and support of an extensive data warehousing solution for Microsoft's licensing division. System included nearly twenty data sources and several thousand end users, including select customers who accessed the system remotely via the Internet.
- Developed numerous DTS packages to pull delta information from various source systems, process and denormalize data and push it to one of several data repositories.
- Created and documented plans for database maintenance, backup and recovery, and high availability.

Database Engineer | under contract at Microsoft Corporation, Redmond, WA

- ✿ Lone Oracle database administrator and general Oracle resource for all teams associated with an enterprise level online end user billing system, including: Management, Development, Testing, Production Support and Infrastructure.
- ✿ Primary owner of a 24 x 7 production database that resided on a DEC Alpha failover cluster.
- ✿ Designed replication model using Oracle replication to satisfy extensive reporting requirements.
- ✿ Tuned SQL statements as written by members of the development team. Developed PL/SQL triggers, stored procedures, SQL scripts and NT scripts as needed to enhance applications and to correct problems as discovered.
- ✿ Acted as liaison between Microsoft and Oracle for all technical issues related to the databases, and between Microsoft and Digital for all technical issues related specifically to the Alpha cluster.

EDUCATION

- ✿ Microsoft Internal Training – Redmond, WA | March 2000
Instructor led SQL Server training, including courses on Database Architecture and Administration, Database Tuning, and Microsoft's TSQL
- ✿ ARIS Education Center – Bellevue, WA | June 1996
Oracle DBA Program, including courses on Relational Database Design, Database Architecture and Administration, SQL and PL/SQL, Application Tuning, Database Tuning, and Advanced Database Concepts
- ✿ University of Washington – Seattle, WA | June 1989
BA in Business Administration with a concentration in Finance.

EXHIBIT B

CASE LIST: ARTHUR OLSEN

TESTIMONY GIVEN IN DEPOSITION OR AT TRIAL SINCE JANUARY 2016

Case Name	Filing Date	Case Number	Court
<i>Bickerstaff v. SunTrust Bank</i>	7/12/2010	10EV010485H	State Court of Fulton County, Georgia
<i>Corvello v. Wells Fargo Home Mortgage</i>	10/20/2010	4:10-CV-05072-VC	U.S. District Court, Northern District of California
<i>Hawkins, et al. v. First Tennessee Bank</i>	9/6/2011	CT-004085-11	Circuit Court of Shelby County, Tennessee
<i>In re: Fifth Third Early Access Cash Advance Litigation</i>	11/2/2012	1:12-cv-00851-MRB	U.S. District Court, Southern District of Ohio
<i>Hernandez, et al. v. Point Loma Credit Union</i>	6/18/2013	37-2013-00053519-CU-BT-CTL	Superior Court of San Diego County, California
<i>Moss, et al., v. First Premier Bank</i>	9/30/2013	2:13-CV-05438-JFB-GRB	U.S. District Court, Eastern District of New York
<i>Lusnak, et al. v. Bank of America</i>	3/12/2014	2:14-cv-01855-GW	U.S. District Court Central District of California
<i>All-South Subcontractors v. Sunbelt Rentals</i>	8/22/2014	1:14-cv-00124-WLS	U.S. District Court, Middle District of Georgia
<i>Lynch, et al. v. San Diego County Credit Union</i>	3/12/2015	37-2015-00008551-CU-BT-CTL	Superior Court of San Diego County, California
<i>IN RE: TD Bank, N.A. Debit Card Overdraft Fee Litigation</i>	Consolidated 4/15/2015	MDL No. 2613. Civil Action No. 6:15-MN-2613-BHH	U.S. District Court, District of South Carolina

Case Name	Filing Date	Case Number	Court
<i>Hunters Run, et al. v. WCA Waste Corporation</i>	6/17/2015	1:15-cv-151-MW-GRJ	U.S. District Court, Northern District of Florida
<i>Gunter, et al. v. United Federal Credit Union</i>	9/21/2015	3:15-cv-00483-MMD-WGC	U.S. District Court, District of Nevada
<i>Stathakos, et al. v. Columbia Sportswear</i>	10/2/2015	4:15-cv-04543-YGR	U.S. District Court Northern District of California
<i>Morrow, et al. v. Carter's, Inc.</i>	5/6/2016	1:16-cv-01485-ELR	U.S. District Court Northern District of Georgia
<i>Childress, et al. v. JP Morgan Chase</i>	5/31/2016	5:16-cv-00298-BO	U.S. District Court Eastern District of North Carolina
<i>Roberts, et al. v. Capital One, N.A.</i>	6/22/2016	1:16-cv-04841-LGS	U.S. District Court Southern District of New York
<i>Kirkpatrick, et al. v. HomeAway.com</i>	6/23/2016	1:16-cv-00733-LY	U.S. District Court Western District of Texas
<i>Baker, et al., v. City of Florissant</i>	10/31/2016	4:16-cv-1693	U.S. District Court, Eastern District of Missouri
<i>Webb, et al., v. City of Maplewood</i>	11/1/2016	4:16-cv-1703	U.S. District Court, Eastern District of Missouri
<i>Liberty Salad, Inc., et al. v. Groundhog Enterprises</i>	1/17/2017	2:17-cv-00226	U.S. District Court, Eastern District of Pennsylvania
<i>Hoggard, et. al. v. Nationstar Mortgage</i>	1/13/2017	1:17cv00099-TK	U.S. District Court, District of Columbia
<i>Custom Hair Design, et al. v. Central Payment</i>	8/21/2017	8:17-cv-00310	U.S. District Court, District of Nebraska

Case Name	Filing Date	Case Number	Court
<i>Smith, et al. v. Flagstar Bank</i>	8/22/2018	3:18-CV-05131-WHA	U.S. District Court, Northern District of California
<i>Clark v. Bank of America, N.A.</i>	11/29/2018	1:18-cv-3672-SAG	U.S. District Court, District of Maryland
<i>Garcia, et al. v. UMB Bank</i>	1/15/2019	1916-CV01874	Circuit Court of Jackson County, Missouri
<i>Baker, et al. v. State Farm</i>	2/7/2019	4:19-cv-00014-CDL	U.S. District Court, Middle District of Georgia
<i>Blankenship, et al., v. HAPO Community Credit Union</i>	2/20/2019	19-2-00922-03	Superior Court of Washington, County of Benton
<i>Howell, et al., v. Eastman Credit Union</i>	4/25/2019	C42517	Circuit Court for Sullivan County, Tennessee
<i>Walkingstick, et al., v. Simmons Bank</i>	5/22/2019	6:19-cv-03184-RK	U.S. District Court, Western District of Missouri
<i>Garcia v. JSC Federal Credit Union</i>	5/23/2019	2019-35818	District Court of Harris County, Texas
<i>Yarski, et al., v. Knoxville TVA Emp Credit Union</i>	6/13/2019	3-220-19	Circuit Court of Knox County, Tennessee
<i>Carnley v. Conduent Business Services</i>	9/5/2019	5:19-cv-01075-XR	U.S. District Court, Western District of Texas
<i>Nguyen, et al., v. Raymond James & Associates, Inc.</i>	1/14/2020	8:20-cv-195-CEH-AAS	U.S. District Court, Middle District of Florida
<i>Precision Roofing, et al., v. Centerstate Bank</i>	4/6/2020	3:20-cv-00352-BJD-JRK	U.S. District Court, Middle District of Florida

Case Name	Filing Date	Case Number	Court
<i>Wilkins v. Simmons Bank</i>	4/14/2020	3:20-cv-00116-DPM	U.S. District Court, Eastern District of Arkansas
<i>Loguidice v. Gerber Life Insurance Co.</i>	4/24/2020	7:20-CV-03254 (KMK)	U.S. District Court, Southern District of New York
<i>Grant, et al., v. Centerstate Bank</i>	8/18/2020	8:20-cv-1920-MSS-AAS	U.S. District Court, Middle District of Florida
<i>Flores v. Intrust Bank, N.A.</i>	6/1/2021	2021-CV-001724-OT	District Court, Sedgwick County, Kansas
<i>Morrow v. Navy Federal Credit Union</i>	6/15/2021	1:21-cv-722-MSN-LRV	U.S. District Court, Eastern District of Virginia
<i>Perkins v. Vantage Credit Union</i>	8/16/2021	21SL-CC03736	Circuit Court of St. Louis County, State of Missouri
<i>Bulls v. USAA Federal Savings Bank</i>	11/24/2021	5:21-cv-00488-BO	U.S. District Court, Eastern District of North Carolina
<i>Polvay v. FCTI, Inc.</i>	5/25/2022	1:22-cv-04315-JSR	U.S. District Court, Southern District of New York
<i>Adams v. Max Credit Union</i>	5/11/2023	46-cv-2020-900119	Circuit Court of Macon County, Alabama

EXHIBIT 2

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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

In re :
Arizona THERANOS, INC., Litigation.

No. 2:16-cv-2138-DGC
(Consolidated with)
No. 2:16-cv-2373-HRH
No. 2:16-cv-2660-HRH
No. 2:16-cv-2775-DGC
-and-
No. 2:16-cv-3599-DGC

**DECLARATION OF JENNIFER M.
KEOUGH**

I, JENNIFER M. KEOUGH, declare as follows:

1. I am a Chief Executive Officer (CEO) and President of JND Legal Administration LLC (“JND”). The following statements are based on my personal knowledge and information provided to JND by Counsel and other JND employees working under my supervision and, if called upon to do so, I could and would testify competently thereto.
2. As described in my Declaration dated September 6, 2023, in 2022, JND was responsible for the implementation of notice of class certification in this matter, pursuant to the notice plan that was approved and directed by the Court. That notice included direct mail/email notice, supplemental notice via digital ads, a press release, a toll-free phone number, and a case website. *See* Dkt. 447, 482-1, 591-16.
3. JND is being proposed to serve as Settlement Administrator in this case. This Declaration provides details regarding the Class Data Transfer, review and calculation of Class Member Payments, as well as additional information regarding the proposed email campaign for the settlement notice.

CLASS MEMBER IDENTIFICATION

1
2 4. Plaintiffs provided JND with a spreadsheet of customer records generated by
3 Plaintiffs' retained database expert ("Class Data List"). The Class Data List contained
4 315,281 records, which included, among other information, fields for the name, contact
5 information, dates of birth of potential Class Members as well as test locations, an
6 "accession" number (which is a unique identification number associated with each individual
7 patient visit), testing payment information, data regarding the amounts and status (cashed or
8 unchashed) of checks distributed through the Arizona Attorney General ("AZ AG")
9 settlement with Theranos in 2017, and data regarding who performed the blood draws. JND
10 loaded the Class Data List into a dedicated database for this matter and generated a "Class
11 List" based on that data.

12 5. Settlement Class: Prior to finalizing the Class List, JND de-duplicated the
13 records in the Class Data List to identify unique Class Members. Where a Class Member had
14 multiple accession numbers (indicating more than one instance of Theranos testing for that
15 Class Member), JND aggregated all of their accessions to their unique Class Member record.

16 6. In addition, using the proposed class definition/exclusions, JND removed any
17 records identified as belonging to individuals who are not in the Class, specifically (i)
18 Walgreens and its officers, directors, management, employees, subsidiaries, and affiliates;
19 (ii) the judges in this case and members of their immediate families; and (iii) persons who
20 timely and properly opted out pursuant to Federal Rule of Civil Procedure 23(c)(2)(B).

21 7. After the de-duplication process and exclusions described above, the final
22 Class List includes 198,982 unique Class Member records, representing 299,345 unique
23 accessions for an average of 1.5 visits per Class Member.

24 8. Walgreens Edison Subclass: After review of the Class Data List, JND
25 determined that there are 7,866 unique Class Member records within the Edison Subclass.
26 JND determined this by identifying the total number of unique Class Member records with at
27 least one visit where the value in the Walgreens Employee Flag field in the Class Data List
28 was "Y".

THERANOS TESTING COSTS DETERMINATION

9. The Plan of Allocation in this matter provides that Class Member Payments will be calculated using the Theranos Testing Costs reflected in the Class Data List.

10. JND reviewed the following fields in the Class Data List in order to identify the Theranos Testing Cost amount associated with each visit: Payment Amount, Coupon Info, AZ AG Refund Amount and Walgreens Payment Amount. These are the fields that included testing cost information. In any instances where the values in these fields were not all 100% identical, JND used the highest value in those fields for that accession (*i.e.*, visit).

11. The total Theranos Testing Costs reflected in the Class List, for the 264,713 accessions where there was payment amount information, is \$10,556,737.19. JND multiplied the Theranos Testing Costs for each accession by two (2) in order to calculate the Unadjusted Class Member Payment per accession. The total value of the Theranos Testing Costs multiplied by two (2) is \$21,113,474.38, with the average Theranos Testing Cost per accession, within that population, being \$39.88 (\$79.76 when multiplied by two (2)).

12. For 34,632 accession records in the Class List, there was no payment information available (*i.e.*, for these records, all of the payment information fields described above were blank). For those instances, pursuant to the Plan of Allocation, JND allocated the average Theranos Testing Cost for those accessions. Including these allocations, the total “Unadjusted Class Member Payments” on which Class Member Payments would be based pursuant to the Plan of Allocation (multiplying all Theranos Testing Costs, including the averages applied for accessions with blank payment data, by two) is \$23,875,722.70.

SETTLEMENT PAYMENT CALCULATION

Class Member Payments

13. The Plan of Allocation provides that the Class Member Payment for Class members shall be calculated as follows: (a) \$10 (the “Base Payment”); plus (b) two times the amount of the Class Member’s Theranos Testing Costs, minus the amount of any negotiated refund checks for that Class Member from the 2017 AZ AG settlement as reflected in the Class Data List. These amounts (other than the \$10 base payment portion) will be subject to

1 a higher or lower *pro rata* adjustment depending on the funds available for distribution (“Net
2 Settlement Fund”).

3
4 14. The Class Data List included data regarding the AZ AG refunds and whether
5 those refund checks were negotiated or not. A total of 104,142 refund checks were issued to
6 individuals on the Class Data List in the total amount of \$4,108,060.21. 81,001 of the refund
7 checks were negotiated, totaling \$3,337,199.32. The remaining 23,141 refund checks were
8 not negotiated, totaling \$770,860.89.

9 15. The sum of all Base Payments (\$1,989,820), all Unadjusted Class Member
10 Payments (\$23,875,722.70), and all Edison Subclass Member Payments (\$7,866,000), minus
11 the amount of negotiated AZ AG refunds (\$3,337,199.32), is \$30,394,343.38.

12 16. Assuming the total Net Settlement Funds available for distribution to the
13 Class—*i.e.*, the total amount of the Settlements (\$45,331,094.88), minus Administrative
14 Costs and any Court-awarded attorneys’ fees, costs, and service awards—were
15 \$30,422,766.42, the formula for calculating each Class member’s Class Member Payment
16 (after applying the *pro rata* adjustments) would be:

17 $\$10 \text{ base payment} + ((1.000895447 * \text{Unadjusted Class Member Payment}) - \text{Offset}).^1$

18 17. Based on the same assumption, the average Class Member Payment would be
19 \$113.33, and the total amount of Class Member Payments (including the Base Payments and
20 accounting for the AZ AG offset) would be \$22,549,722.82.

21 *Walgreens Edison Subclass Member Payments*

22 18. The Plan of Allocation provides that each Walgreens Edison Subclass member
23 will receive an additional payment (in addition to their Class Member Payment), the default
24 amount of which is \$1,000, which amount will be subject to the same *pro rata* adjustment as
25 the Class Member Payments. Using the same assumption about the amount of the Net
26 Settlement Fund set forth above (regarding the calculation of Class Member Payments), the

27
28 ¹ This formula can also be represented as: $\$10 + ((1.000895447 * (2 * \text{Theranos Testing Costs})) - \text{Negotiated AZ AG Refund Amount})$.

1 amount of each Walgreens Edison Subclass member's Walgreens Edison Subclass Payment
2 (after applying the *pro rata* adjustment) would be approximately \$1,000.89 and the total
3 amount of Walgreens Edison Subclass Payments would be approximately \$7,873,043.59.
4

5 19. The estimated payment amounts described herein may be adjusted if Class
6 members provide additional verified information (*e.g.*, regarding the amount of their
7 Theranos Testing Costs) that is not included in the Class Data List.

8 **EMAIL NOTICE**

9 20. JND includes an "unsubscribe" link at the bottom of all emails to allow Class
10 Members to remove their email address from any additional email notices from JND. This
11 step is essential to maintain JND's good reputation among the ISPs and reduce complaints
12 relating to the email campaign. JND would recommend that the Email Notices be updated to
13 include a sentence explaining that unsubscribing from the email campaign is not opting out
14 of the class or the Settlement.

15 I declare under penalty of perjury under the laws of the United States of America that
16 the foregoing is true and correct.

17 Executed on October 6, 2023 in Seattle, Washington.

18 

19 JENNIFER M. KEOUGH

EXHIBIT 3

1 Mark D. Samson, Bar No. 011076
2 Ron Kilgard, Bar No. 005902
3 Alison E. Chase, Bar No. 028987
4 KELLER ROHRBACK L.L.P.
5 3101 North Central Avenue, Suite 1400
6 Phoenix, AZ 85012
7 Telephone: (602) 248-0088
8 Facsimile: (602) 248-2822
9 msamson@kellerrohrback.com
10 rkilgard@kellerrohrback.com
11 achase@kellerrohrback.com

Michael W. Sobol (*Pro Hac Vice*)
Roger N. Heller (*Pro Hac Vice*)
Melissa Gardner (*Pro Hac Vice*)
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
Facsimile: (415) 956-1008
msobol@lchb.com
rheller@lchb.com
mgardner@lchb.com

8 *Co-Lead Class Counsel*
9 [Additional counsel listed on signature page]

10 UNITED STATES DISTRICT COURT
11 DISTRICT OF ARIZONA

12 In re:
13 Arizona THERANOS, INC. Litigation,

No. 2:16-cv-2138-DGC

(Consolidated with)
No. 2:16-cv-2373-HRH
No. 2:16-cv-2660-HRH
No. 2:16-cv-2775-DGC
-and-
No. 2:16-cv-3599-DGC

**DECLARATION OF RACHEL P.
STOIAN, DORSEY & WHITNEY
LLP, COUNSEL TO THE
THERANOS (ASSIGNMENT FOR
THE BENEFIT OF CREDITORS),
LLC IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

14 I, Rachel P. Stoian, declare as follows:

15 1. I am an attorney with the law firm Dorsey & Whitney LLP (“Dorsey &
16 Whitney”). Dorsey & Whitney serves as Counsel to the Theranos (assignment for the
17 benefit of creditors), LLC, assignee for the benefit of creditors of Theranos, Inc. (“Theranos
18 ABC” or “Assignee”).

1 2. I make this declaration to address the work of Theranos ABC. I have personal
2 knowledge of the matters stated herein and, if called upon, I could and would competently
3 testify thereto.

4 3. Theranos ABC was formed as a California limited liability company for the
5 purpose of acting as assignee for the benefit of creditors of Theranos, Inc. pursuant to an
6 assignment agreement between Theranos ABC, as assignee, and Theranos, Inc., as
7 assignor, under California law on October 18, 2018. Dorsey & Whitney has acted as
8 counsel to the Assignee since inception of the assignment for benefit of Theranos, Inc.’s
9 creditors.

10 4. The Assignee set March 11, 2019 as the deadline for submitting claims
11 against the assignment estate. Those claims included:

- 12 a. Claims by class plaintiffs in this action;
- 13 b. Claims by Walgreens;
- 14 c. Claims from Elizabeth Holmes, including both a claim for
15 indemnification for her legal defense and premised on her equity
16 interest in Theranos, Inc.;
- 17 d. Claims from Ramesh “Sunny” Balwani for indemnification of his
18 legal defense and premised on his equity in Theranos, Inc.; and
- 19 e. A number of smaller claims.

20 5. Setting aside the claims of Mr. Balwani and Ms. Holmes, class plaintiffs’ and
21 Walgreens’ claims are the largest claims against the assignment estate, representing over
22 three-quarters of the aggregate value of claims filed.

23 6. The remaining assets of the assignment estate are limited and are fully
24 encumbered by a certain secured creditor of Theranos, Inc. that has agreed to release certain
25 funds to allow Theranos ABC to make distributions to creditors subject to certain
26 conditions. The maximum amount to be so released is less than \$5 million. Distribution of
27 these remaining assets has been delayed by the claims from Mr. Balwani and Ms. Holmes

28

1 as resolution of such claims will ultimately dictate how much is available for distributions
2 to all creditors by Theranos ABC.

3 7. The payment to the class here is fixed pursuant to its proposed agreement
4 with Theranos ABC. Theranos ABC will make the fixed payment to the class on the time
5 called for in the agreement.

6 I declare under penalty of perjury under the laws of the United States of America
7 that the foregoing is true and correct.

8 Executed on October 6, 2023, at Santa Cruz, CA.

9
10 By: *s/ Rachel P. Stoian*

11 Rachel P. Stoian
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EXHIBIT 4

GENERAL ASSIGNMENT

This General Assignment (“**Assignment**”) is made as of the 12th day of September 2018, by Theranos Inc., a Delaware corporation, with offices at 7333 Gateway Blvd, Newark, CA 94560 (hereinafter referred to as “**Assignor**”), to Theranos (assignment for the benefit of creditors), LLC, a California limited liability company (hereinafter referred to, along with any successors and assigns, as “**Assignee**”).

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor’s creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor’s creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor’s creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment. For the avoidance of doubt, the Assignor and Assignee acknowledge that this Assignment, including, without limitation, this Section 1, does not apply to, and the consideration does not include, the Class A Interests in Theranos IP, LLC, which were previously owned by Assignor and were foreclosed on by Fortress Credit Corp. in a strict foreclosure in partial satisfaction of the Obligations (as defined in the Credit Agreement (as defined below)).

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute powers of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before

the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

(d) Specifically, and without limiting the foregoing, Assignee acknowledges that the assets assigned by Assignor to Assignee in this Assignment, including without limitation the cash contained in the Wells Fargo deposit account assigned to Assignee, are and remain subject to a perfected first-priority security interest and lien of Agent pursuant to the "Loan Documents" as defined in that certain Credit Agreement ("**Credit Agreement**") dated as of December 11, 2017, by and among Theranos IP Company, LLC ("**Theranos IP**"), as borrower, Assignor, as guarantor, Agent and the financial institutions from time to time party thereto as lenders

2. Payment of Fees. Assignee shall be entitled to pay the fees and expense reimbursements set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "**Fee Letter**").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this Assignment) of any of the assets of Assignor either prior or subsequent to this Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (has been transferred, used, or removed, in whole or in part, in a manner that interferes with the

rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with its respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and, as a result of such resignation, be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of its predecessor in connection with the Assignment with like effect as if originally named herein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for their own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the

Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the assignment estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Sherwood Partners, Inc. (collectively, the "**Indemnified Persons**") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below), provided, that the assignment estate shall have no obligation hereunder to any Indemnified Person with respect to indemnified claims to the extent resulting from the willful misconduct, bad faith or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this Assignment or the transactions contemplated hereby. For purposes hereof, "**Indemnified Claims**" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any

transaction, act, omission, event or circumstance in any way connected with this Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the assignment estate through any cause whatsoever, any act performed or omitted to be performed under this Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

8. Power of Attorney.

(a) Assignor, by this Assignment, hereby grants Assignee, an irrevocable general power of attorney, coupled with an interest, which power of attorney is for all purposes and specifically includes the right of Assignee (i) to prosecute, defend against, compromise, settle, or release any claim or action in the name of Assignor as Attorney in Fact, and (ii) to transfer or assign patents, patent applications and other intellectual property, and any other assets, by the execution of assignment agreements and, where appropriate, through filings with the U.S. patent and trademark office and other U.S. and foreign filing offices. Further, on the date this Assignment is accepted by Assignee, Assignee shall succeed to all of the rights and privileges of Assignor, including any attorney-client privilege in respect to any potential or actual claims, cases, controversies, causes of action, etc. (which privilege shall be shared with Assignor as represented by the Dissolution Administrator) and shall be deemed to be a representative of Assignor with respect to all such potential or actual claims, cases, controversies, and causes of action, and shall have the right, but not the obligation, to prosecute, defend against, compromise, settle, or release all such potential or actual claims, cases, controversies, and causes of action. While Assignee is not required to defend any action being asserted against Assignor, Assignor, by this Assignment, hereby grants Assignee an irrevocable general power of attorney, coupled with an interest, which power of attorney specifically includes the right, but not the obligation, of Assignee to defend against, compromise, or settle any action pending or brought against Assignor in the name of Assignor as Attorney in Fact.

(b) Assignee agrees that, to the extent it becomes the owner of the Company's attorney-client privilege, attorney work product, and any other privilege or protection from disclosure, including by common interest (collectively, "**Privilege**"), it will, consistent with its duties to stakeholders and the requirements of law, assert, preserve, protect, and not waive such Privilege except as may be required in furtherance of such duties or by applicable law. Assignee agrees and acknowledges that, in any event, it shares a common interest with the owner of the Company's privilege such that the Assignee's receipt of information subject to such Privilege does not waive or prejudice the Privilege, and Assignee will, consistent with its duties to stakeholders and the requirements of law,

preserve, protect, and not take actions that would waive such Privilege except as may be required in furtherance of such duties or by applicable law.

9. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

10. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

11. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

12. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Facsimile or electronically transmitted signatures shall have the same force and effect as original signatures.

13. Attorneys' fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

14. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

15. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

16. Severability. In case any provision of this Assignment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this

Assignment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Cooperation. Each party cooperated in the drafting of this Assignment and therefore this Assignment shall not be construed more strictly against any of the parties.

18. Time is of the Essence. Time is of the essence in the performance of and conditions set forth in this Assignment.

19. No Adequate Remedy at Law. Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this Assignment and that, as such, each party shall be entitled to specific performance of this Assignment.

[Signatures on following page]

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

Federal # 20-1231826

THERANOS, INC., a Delaware Corporation, Assignor

By: David Taylor
Its: Chief Executive Officer and General Counsel

Theranos (assignment for the benefit of creditors), LLC, a California limited liability company, Assignee

By: _____
Its: Manager

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

THERANOS, INC., a Delaware Corporation, Assignor

Federal # _____

By: _____
Its: _____

Theranos (assignment for the benefit of creditors), LLC, a California limited liability company, Assignee

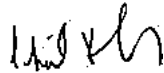
By: 
Its: Manager

EXHIBIT 5

October 10, 2018

Theranos, Inc. <hr/>)))))))	NOTICE OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS AND DEADLINE FOR SUBMITTING CLAIMS
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TO ALL CREDITORS AND EQUITYHOLDERS OF THERANOS, INC. AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that on September 12, 2018, Theranos, Inc. (“**Assignor**”), a Delaware corporation, as assignor, made a General Assignment for the Benefit of Creditors (the “Assignment”) to Theranos (assignment for the benefit of creditors), LLC (“**Assignee**”), a California limited liability company, pursuant to California state law. Please note that with the exception of the relationship created by the Assignment, and despite their similarity in name, Assignor and Assignee have no corporate affiliation to each other. A true and correct copy of the document evidencing the Assignment can be requested by mail or downloaded from: www.proofofclaims.com/theranos/documents. Pursuant to the Assignment and subject to the conditions of the foreclosure on assets by the secured lender, Assignor transferred ownership of all of its rights in tangible and intangible assets (collectively, the “Assets”) to Assignee for liquidation. Assignee shall liquidate the Assets, wind down Assignor and distribute the available net liquidation proceeds, if any, to creditors of Assignor who timely submit claims as instructed below.

PLEASE TAKE FURTHER NOTICE that all entities asserting any claim against Theranos, Inc. must submit a proof of claim and proper supporting documentation to the addressee listed below no later than **March 11, 2019**. A proof of claim form can be found at: www.proofofclaims.com/theranos and completed online. The form can also be requested by mail or downloaded for completion, and sent by United States Postal Service or facsimile to:

**Theranos (assignment for the benefit of creditors), LLC
P.O. Box 530199
Atlanta, Georgia 30348
United States
+1 650 412-2521 Facsimile**

PLEASE TAKE FURTHER NOTICE that any claimant who fails to timely submit a Claim in accordance with the instructions set forth above shall be barred from sharing in any distribution of proceeds of the liquidation of the Assets of Assignor and shall not receive any payment from the Assignee.

Dated: October 10, 2018

Theranos (assignment for the benefit of creditors), LLC, in its sole and limited capacity as assignee for the benefit of creditors of Theranos, Inc.

By: /s/ Michael A. Maidy
MICHAEL A. MAIDY, Manager

EXHIBIT 6

From: Theranos Settlement Administrator
To: [Class Member email address]
Subject: Notice of Theranos Settlement

«PERSONAL ID & PIN»

**LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

**Records indicate that you are eligible for a
payment from a class action settlement related to
Theranos blood testing services.**

You do not need to take any action to receive a payment.

Read this notice and visit www.TheranosLawsuit.com or call (866) 615-0978
for more information or to update your address information.

*Para ver este aviso en español, visite
www.TheranosLawsuit.com*

*A federal court authorized this notice. This is **not** a solicitation from a lawyer. You
are not being sued.*

What is this notice about? Proposed settlements have been reached in the class action lawsuit *In re Arizona Theranos, Inc., Litigation*, No. 2:16-cv-2138 (D. Ariz.). The lawsuit challenges the defendants' conduct with respect to Theranos blood testing services. The Class Members have reached settlements with defendants Walgreens Boots Alliance, Inc. and Walgreen Arizona Drug Co. (together called "Walgreens"), defendant Ramesh "Sunny" Balwani, and the entity that holds the remaining assets of the now-dissolved Theranos, Inc. (the "Theranos ABC"). Walgreens and Balwani deny they did anything wrong. The Court has not decided who is right or wrong. Instead, the proposed settlements, if approved, will provide benefits to Class Members and resolve all of the Class Members' claims against Walgreens, Balwani, and Theranos, Inc. ("Theranos").

Who is included? The Court previously certified a "Class" that includes: "All purchasers of Theranos testing services, including consumers who paid out-of-pocket, through health insurance, or through any other source (collectively, 'purchasers') between November 2013 and June 2016." Theranos's customer records indicate that you are a Class Member. Visit www.TheranosLawsuit.com for more details.

What can I get? Under the proposed settlement with Walgreens, Walgreens will pay \$44 million, which will be used to pay settlement payments to Class Members, attorneys' fees and expenses, administrative costs, and any service awards for the class representatives. In addition, Balwani has

agreed to withdraw his claims to the remaining assets of Theranos, and the Theranos ABC has agreed to allocate a portion of the limited remaining Theranos assets to the Class, which if approved will add approximately \$1.33 million to the money available for distribution to the Class~~which is expected to increase the amount of money available to the Class~~ (in addition to the \$44 million that Walgreens has agreed to pay) and increase the settlement payment amounts for Class Members. Visit www.TheranosLawsuit.com for more details.

If the settlement with Walgreens is approved and becomes final, and you are a Class Member, you will receive a settlement payment (“Class Member Payment”) that is currently estimated to be approximately: (a) two times the total costs of your Theranos blood testing services (based on Theranos’s records); minus (b) any refunds you already received from the 2017 Arizona Attorney General Consent Decree with Theranos; plus (c) an additional base payment of \$10. Depending on the settlement funds available for distribution to the Class, your payment may increase or decrease accordingly.

Visit www.TheranosLawsuit.com for more information, to look up your estimated payment, and to see the detailed Plan of Allocation.

You do not need to file a claim or take any other action to receive a Class Member Payment. If the settlement with Walgreens is approved and becomes final, Class Member Payments will be sent to eligible persons by check thereafter. To ensure prompt and accurate delivery, you may update your address information at www.TheranosLawsuit.com or by contacting the Settlement Administrator at info@TheranosLawsuit.com.

What are my options? You have two options: (1) do nothing; or (2) object or comment on the settlement by [DATE]. Under either option, if the settlement with Walgreens is approved and becomes final, you will receive a Class Member Payment. Visit www.TheranosLawsuit.com for more information. You can no longer exclude yourself from this case. The instructions and deadline for excluding yourself were provided in a prior notice sent to you in 2022, and the exclusion deadline has now passed.

What about Elizabeth Holmes? Defendant Elizabeth Holmes is not a party to the settlements. Plaintiffs will ask the Court to dismiss the claims against her while preserving the rights of any Class Member to pursue their own claims against Ms. Holmes if they choose—outside of this case and with their own counsel. Please note that any applicable statutes of limitation for any claims you may bring against Ms. Holmes will resume running upon the dismissal of the class claims against her, should the Court approve such dismissal.

What happens next? The Court will hold a Fairness Hearing on [DATE, TIME], at the United States District Court for the District of Arizona, Courtroom [REDACTED], 401 West Washington Street, Phoenix, Arizona 85003, to decide whether to approve the settlements, how much attorneys’ fees (~~up to \$13.214.67~~ million) and expenses (estimated to be up to \$1.3 million) to award the attorneys who represent the Class (to be paid from the \$44 million settlement fund), and whether to award service awards of up to \$10,000 each to the Plaintiffs who are representing the Class in this case (also to be paid from the settlement fund). You or your attorney may ask permission to speak at the hearing at your own cost. The hearing may be moved to a different date or time without additional notice

and/or may be held remotely or telephonically. Please check www.TheranosLawsuit.com for updates.

Who represents me? The Court has appointed the law firms of Keller Rohrback L.L.P. and Lief Cabraser Heimann & Bernstein LLP to represent the Class (“Class Counsel”). You do not need to pay these lawyers; instead these lawyers will apply to the Court for compensation out of the settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I obtain more information? For more information, including to view copies of case documents including a more detailed notice, the full settlement agreements, the complaint in the lawsuit, and Class Counsel’s motion for attorneys’ fees and expenses, visit www.TheranosLawsuit.com, call- (866) 615-0978, or email info@TheranosLawsuit.com.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)
Unsubscribing from further emails is **not** the same as opting out of the class or the settlements. The deadline to opt-out in this case has already passed.

EXHIBIT 7

From: Theranos Settlement Administrator
To: [Class Member email address]
Subject: Notice of Theranos Settlement

«PERSONAL ID & PIN»
LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

**Records indicate that you are eligible for a
payment from a class action settlement related to
Theranos blood testing services.**

You do not need to take any action to receive a payment.

Read this notice and visit www.TheranosLawsuit.com or call (866) 615-0978
for more information or to update your address information.

Para ver este aviso en español, visite
www.TheranosLawsuit.com

*A federal court authorized this notice. This is **not** a solicitation from a lawyer. You
are not being sued.*

What is this notice about? Proposed settlements have been reached in the class action lawsuit *In re Arizona Theranos, Inc., Litigation*, No. 2:16-cv-2138 (D. Ariz.). The lawsuit challenges the defendants' conduct with respect to Theranos blood testing services. The Class Members have reached settlements with defendants Walgreens Boots Alliance, Inc. and Walgreen Arizona Drug Co. (together called "Walgreens"), defendant Ramesh "Sunny" Balwani, and the entity that holds the remaining assets of the now-dissolved Theranos, Inc. (the "Theranos ABC"). Walgreens and Balwani deny they did anything wrong. The Court has not decided who is right or wrong. Instead, the proposed settlements, if approved, will provide benefits to Class Members and resolve all of the Class Members' claims against Walgreens, Balwani, and Theranos, Inc. ("Theranos").

Who is included? The Court previously certified a "Class" that includes: "All purchasers of Theranos testing services, including consumers who paid out-of-pocket, through health insurance, or through any other source (collectively, 'purchasers') between November 2013 and June 2016." The Court also certified subclasses, including a Walgreens Edison Subclass that includes: "All purchasers of Theranos testing services who were subjected to 'tiny' blood draws (fingerpricks) by a Walgreens employee between November 2013 and March 2015." Theranos's customer records indicate that you are a Class Member and a Walgreens Edison Subclass Member. Visit www.TheranosLawsuit.com for more details.

What can I get? Under the proposed settlement with Walgreens, Walgreens will pay \$44 million, which will be used to pay settlement payments to Class Members, attorneys' fees and expenses, administrative costs, and any service awards for the class representatives. In addition, Balwani has agreed to withdraw his claims to the remaining assets of Theranos, and the Theranos ABC has agreed to allocate a portion of the limited remaining Theranos assets to the Class, which if approved will add approximately \$1.33 million to the money available for distribution to the~~which is expected to increase the amount of money available to the~~ Class (in addition to the \$44 million that Walgreens has agreed to pay) and increase the settlement payment amounts for Class Members. Visit www.TheranosLawsuit.com for more details. If the settlement with Walgreens is approved and becomes final, each Class Member will receive a settlement payment. As a Walgreens Edison Subclass Member, you are entitled to two payments from the settlement with Walgreens.

First, you will receive a Walgreens Edison Subclass Member Payment. It is currently estimated that this payment will be between approximately \$700 and \$1,000, but the actual amount may be higher or lower.

Second, in addition to the Walgreens Edison Subclass Member Payment, you will also receive a Class Member Payment that is currently estimated to be approximately: (a) two times the total cost of your Theranos blood testing services (based on Theranos's records); minus (b) any refunds you already received from the 2017 Arizona Attorney General Consent Decree with Theranos; plus (c) an additional base payment of \$10. Depending on the settlement funds available for distribution to the Class, the Class Member Payments may increase or decrease accordingly.

Visit www.TheranosLawsuit.com for more information, to look up your estimated Walgreens Edison Subclass Member Payment and Class Member Payment amounts, and to see the detailed Plan of Allocation.

You do not need to file a claim or take any other action to receive a settlement payment. If the settlement with Walgreens is approved and becomes final, Walgreens Edison Subclass Member Payments and Class Member Payments will be sent to eligible persons by check thereafter. To ensure prompt and accurate delivery, you may update your address information at www.TheranosLawsuit.com or by contacting the Settlement Administrator at info@TheranosLawsuit.com.

What are my options? You have two options: (1) do nothing; or (2) object or comment on the settlement by **[DATE]**. Under either option, if the settlement with Walgreens is approved and becomes final, you will receive a Walgreens Edison Subclass Member Payment and a Class Member Payment. Visit www.TheranosLawsuit.com for more information. You can no longer exclude yourself from this case. The instructions and deadline for excluding yourself were provided in a prior notice sent to you in 2022, and the exclusion deadline has now passed.

What about Elizabeth Holmes? Defendant Elizabeth Holmes is not a party to the settlements. Plaintiffs will ask the Court to dismiss the claims against her while preserving the rights of any Class Member to pursue their own claims against Ms. Holmes if they choose—outside of this case and with their own counsel. Please note that any applicable statutes of limitation for any claims you may

bring against Ms. Holmes will resume running upon the dismissal of the class claims against her, should the Court approve such dismissal.

What happens next? The Court will hold a Fairness Hearing on **[DATE, TIME]**, at the United States District Court for the District of Arizona, Courtroom **[REDACTED]**, 401 West Washington Street, Phoenix, Arizona 85003, to decide whether to approve the settlements, how much attorneys' fees (~~up to \$14.67~~13.2 million) and expenses (estimated to be up to \$1.3 million) to award the attorneys who represent the Class (to be paid from the \$44 million settlement fund), and whether to award service awards of up to \$10,000 each to the Plaintiffs who are representing the Class in this case (also to be paid from the settlement fund). You or your attorney may ask permission to speak at the hearing at your own cost. The hearing may be moved to a different date or time without additional notice and/or may be held remotely or telephonically. Please check www.TheranosLawsuit.com for updates.

Who represents me? The Court has appointed the law firms of Keller Rohrback L.L.P. and Lief Cabraser Heimann & Bernstein LLP to represent the Class ("Class Counsel"). You do not need to pay these lawyers; instead these lawyers will apply to the Court for compensation out of the settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I obtain more information? For more information, including to view copies of case documents including a more detailed notice, the full settlement agreements, the complaint in the lawsuit, and Class Counsel's motion for attorneys' fees and expenses, visit www.TheranosLawsuit.com, call -(866) 615-0978, or email info@TheranosLawsuit.com.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)
Unsubscribing from further emails is **not** the same as opting out of the class or the settlements. The deadline to opt-out in this case has already passed.

EXHIBIT 8

c/o JND Legal Administration
P.O. Box 91214
Seattle, WA 98111

«Barcode»

Postal Service: Please do not mark barcode

**LEGAL NOTICE BY ORDER OF
THE UNITED STATES
DISTRICT COURT
FOR THE DISTRICT OF
ARIZONA**

«PERSONAL ID & PIN»

«Name»

«Addr1»

«Addr2»

«City», «ST» «Zip»

«Country»

Unique ID: <MAILER ID>

Records indicate that you are eligible for a payment from a class action settlement related to Theranos blood testing services.

You do not need to take any action to receive a payment. For more information or to update your address information, visit www.TheranosLawsuit.com or call (866) 615-0978.

Para ver este aviso en español, visite www.TheranosLawsuit.com

*A federal court authorized this notice. This is **not** a solicitation from a lawyer. You are not being sued.*

What is this notice about? Proposed settlements have been reached in a class action lawsuit, *In re Arizona Theranos, Inc., Litigation*, No. 2:16-cv-2138 (D. Ariz.). The lawsuit challenges the defendants' conduct with respect to Theranos blood testing services. The class members have reached settlements with defendant Walgreens, defendant Ramesh "Sunny" Balwani, and the entity that holds the remaining assets of the now-dissolved Theranos, Inc. (the "Theranos ABC"). Walgreens and Balwani deny they did anything wrong. The Court has not decided who is right or wrong. Instead, the proposed settlements, if approved, will provide benefits to Class Members and resolve all claims against Walgreens, Balwani, and Theranos, Inc. ("Theranos").

Who is included? The Court previously certified a "Class" that includes: "All purchasers of Theranos testing services, including consumers who paid out-of-pocket, through health insurance, or through any other source (collectively, 'purchasers') between November 2013 and June 2016." Theranos's customer records indicate that you are a Class Member. Visit www.TheranosLawsuit.com for more details.

What can I get? If the Walgreens settlement is approved and becomes final, you will automatically receive a settlement payment that is currently estimated to be about two times the total cost of your Theranos blood testing services (based on Theranos's records), minus any refunds you already received from the 2017 Arizona Attorney General Consent Decree with Theranos, plus an additional base payment of \$10. The amount of your payment may be higher or lower based on the settlement funds available for distribution. Visit www.TheranosLawsuit.com for more information, to look up your estimated payment amount, and to see the detailed Plan of Allocation.

You do not need to file a claim or take any other action to receive a settlement payment. If the Walgreens settlement is approved and becomes final, payments will be sent to eligible persons by check thereafter. If your address is different

from the one on this form, update your address information at www.TheranosLawsuit.com or by contacting the Settlement Administrator at info@TheranosLawsuit.com.

What are my options? You have two options: (1) do nothing; or (2) object or comment on the settlement by [DATE]. Under either option, you will receive a payment if the Walgreens settlement is approved and becomes final. Visit www.TheranosLawsuit.com for more information. You can no longer exclude yourself from this case. The instructions and deadline for excluding yourself were provided in a prior notice sent to Class Members in 2022, and the deadline has now passed.

What about Elizabeth Holmes? Defendant Elizabeth Holmes is not a party to the settlements. Plaintiffs will ask the Court to dismiss the claims against her while preserving the rights of any Class Member to pursue their own claims against Ms. Holmes if they choose—outside of this case and with their own counsel. Please note that any applicable statutes of limitation for any claims you may bring against Ms. Holmes will resume running upon the dismissal of the class claims against her, should the Court approve such dismissal.

What happens next? The Court will hold a hearing on [DATE, TIME], at the United States District Court for the District of Arizona, Courtroom [REDACTED], 401 West Washington Street, Phoenix, AZ 85003 and/or may be held remotely or telephonically. Please check www.TheranosLawsuit.com for updates. At the hearing, the Court will decide whether to approve the settlements, as well as the amount to be paid for attorneys' fees (~~up to \$14.67~~13.2 million) and expenses (estimated to be up to \$1.3 million) and service awards (up to \$10,000 each to the plaintiffs), all to be paid from the settlement fund. You or your attorney may ask permission to speak at the hearing at your own cost.

Who represents me? The Court has appointed the law firms of Keller Rohrback L.L.P. and Lief Cabraser Heimann & Bernstein LLP to represent the Class ("Class Counsel"). If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I obtain more information? For more information, including to view copies of case documents including a detailed notice, the full settlement agreements, the complaint in the lawsuit, and Class Counsel's motion for attorneys' fees and expenses, visit www.TheranosLawsuit.com, call (866) 615-0978, or email info@TheranosLawsuit.com.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

PLACE STAMP HERE

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

c/o JND Legal Administration

PO Box 91214

Seattle WA 98111

EXHIBIT 9

c/o JND Legal Administration
P.O. Box 91214
Seattle, WA 98111

**LEGAL NOTICE BY ORDER OF
THE UNITED STATES
DISTRICT COURT
FOR THE DISTRICT OF
ARIZONA**

«Barcode»

Postal Service: Please do not mark barcode

«PERSONAL ID & PIN»

«Name»

«Addr1»

«Addr2»

«City», «ST» «Zip»

«Country»

Unique ID: <MAILER ID>

Records indicate that you are eligible for a payment from a class action settlement related to Theranos blood testing services.

You do not need to take any action to receive a payment. For more information or to update your address information, visit www.TheranosLawsuit.com or call (866) 615-0978.

Para ver este aviso en español, visite www.TheranosLawsuit.com

*A federal court authorized this notice. This is **not** a solicitation from a lawyer. You are not being sued.*

What is this notice about? Proposed settlements have been reached in a class action lawsuit, *In re Arizona Theranos, Inc., Litigation*, No. 2:16-cv-2138 (D. Ariz.). The class members have reached settlements with defendant Walgreens, defendant Ramesh “Sunny” Balwani, and the entity that holds the remaining assets of the now-dissolved Theranos, Inc. (the “Theranos ABC”). Walgreens and Balwani deny they did anything wrong. The Court has not decided who is right or wrong. Instead, the proposed settlements, if approved, will provide benefits to Class Members and resolve all claims against Walgreens, Balwani, and Theranos, Inc. (“Theranos”).

Who is included? The Court previously certified a “Class” that includes: “All purchasers of Theranos testing services, including consumers who paid out-of-pocket, through health insurance, or through any other source (collectively, ‘purchasers’) between November 2013 and June 2016.” The Court also certified subclasses, including a Walgreens Edison Subclass that includes: “All purchasers of Theranos testing services who were subjected to ‘tiny’ blood draws (fingerpricks) by a Walgreens employee between November 2013 and March 2015.” Theranos’s customer records indicate that you are a Class Member and also are a Walgreens Edison Subclass Member. Visit www.TheranosLawsuit.com for more details.

What can I get? If the Walgreens settlement is approved and becomes final, you will receive a Walgreens Edison Subclass Member Payment, estimated to be between approximately \$700 and \$1,000, but the actual amount may be higher or lower. You will also receive a Class Member Payment that is currently estimated to be about two times the total cost of your Theranos blood testing services (based on Theranos’s records), minus any refunds you already received from the 2017 Arizona Attorney General Consent Decree with Theranos, plus an additional base payment of \$10. The amount of your payments may be higher or lower based on the settlement funds available for distribution. Visit www.TheranosLawsuit.com for more information, to look up your estimated payment amounts, and to see the detailed Plan of Allocation.

You do **not** need to file a claim or take any other action to receive a settlement payment. If the Walgreens settlement is approved and becomes final, payments will be sent to eligible persons by check thereafter. If your address is different from the one on this form, update your address information at www.TheranosLawsuit.com or by contacting the Settlement Administrator at info@TheranosLawsuit.com.

What are my options? You have two options: (1) do nothing; or (2) object or comment on the settlement by **[DATE]**. Under either option, you will receive payments if the Walgreens settlement is approved and becomes final. Visit www.TheranosLawsuit.com for more information. You can no longer exclude yourself from this case. The instructions and deadline for excluding yourself were provided in a prior notice sent to you in 2022, and the deadline has now passed.

What about Elizabeth Holmes? Defendant Elizabeth Holmes is not a party to the settlements. Plaintiffs will ask the Court to dismiss the claims against her while preserving the rights of any Class Member to pursue their own claims against her if they choose—outside of this case and with their own counsel. Please note that any applicable statutes of limitation for any claims you may bring against Ms. Holmes will resume running upon the dismissal of the class claims against her, should the Court approve such dismissal.

What happens next? The Court will hold a hearing on **[DATE, TIME]**, at the United States District Court for the District of Arizona, Courtroom **[]**, 401 West Washington Street, Phoenix, AZ 85003 and/or may be held remotely or telephonically. Please check www.TheranosLawsuit.com for updates. At the hearing, the Court will decide whether to approve the settlements, as well as the amount to be paid for attorneys' fees (~~up to \$14.67~~13.2 million) and expenses (estimated to be up to \$1.3 million) and service awards (up to \$10,000 each to the plaintiffs), all to be paid from the settlement fund. You or your attorney may ask permission to speak at the hearing at your own cost.

Who represents me? The Court has appointed the law firms of Keller Rohrback L.L.P. and Lieff Cabraser Heimann & Bernstein LLP to represent the Class ("Class Counsel"). If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents including a detailed long-form notice, the full settlement agreements, the complaint in the lawsuit, and Class Counsel's motion for attorneys' fees and expenses, visit www.TheranosLawsuit.com, call (866) 615-0978, or email info@TheranosLawsuit.com.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

PLACE

STAMP

HERE

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

c/o JND Legal Administration

PO Box 91214

Seattle WA 98111

EXHIBIT 10

Banner Ads

1

728 x 90

A horizontal banner advertisement with a purple background. On the left, a vertical grey bar contains the text "LEGAL NOTICE". The main text reads: "THERANOS SETTLEMENT" followed by "If you purchased **Theranos blood testing services**, including at Walgreens stores, you may qualify for a payment". A yellow button with "LEARN MORE" is on the right. The right side of the banner features a photograph of a person's hand being pricked with a lancet by a gloved hand, with a small "JND" logo in the bottom right corner.

160 x 600

A vertical banner advertisement with a purple background. At the top, a grey bar contains "LEGAL NOTICE". Below it, the text reads: "THERANOS SETTLEMENT" followed by "If you purchased **Theranos blood testing services**, including at Walgreens stores, you may qualify for a payment". A yellow button with "LEARN MORE" is positioned below the text. The bottom portion of the banner features a photograph of a person's hand being pricked with a lancet by a gloved hand, with a small "JND" logo in the bottom right corner.

300 x 250

A square banner advertisement with a purple background. At the top, a grey bar contains "LEGAL NOTICE". The text reads: "THERANOS SETTLEMENT" followed by "If you purchased **Theranos blood testing services**, including at Walgreens stores, you may qualify for a payment". A yellow button with "LEARN MORE" is located below the text. The right side of the banner features a photograph of a person's hand being pricked with a lancet by a gloved hand, with a small "JND" logo in the bottom right corner.

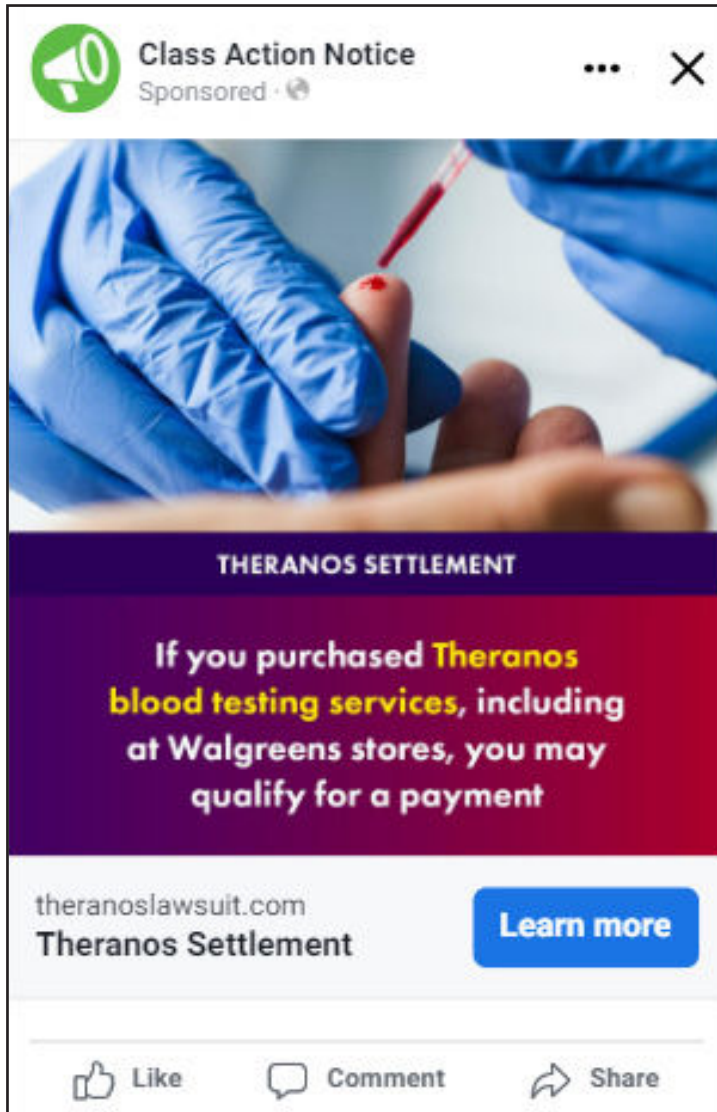
320 x 50

A horizontal banner advertisement with a purple background. On the left, a vertical grey bar contains the text "LEGAL NOTICE". The main text reads: "If you purchased **Theranos blood testing services**, including at Walgreens stores, you may qualify for a payment". A yellow button with "LEARN MORE" is on the right. A small "JND" logo is visible in the bottom right corner.

Facebook Ads

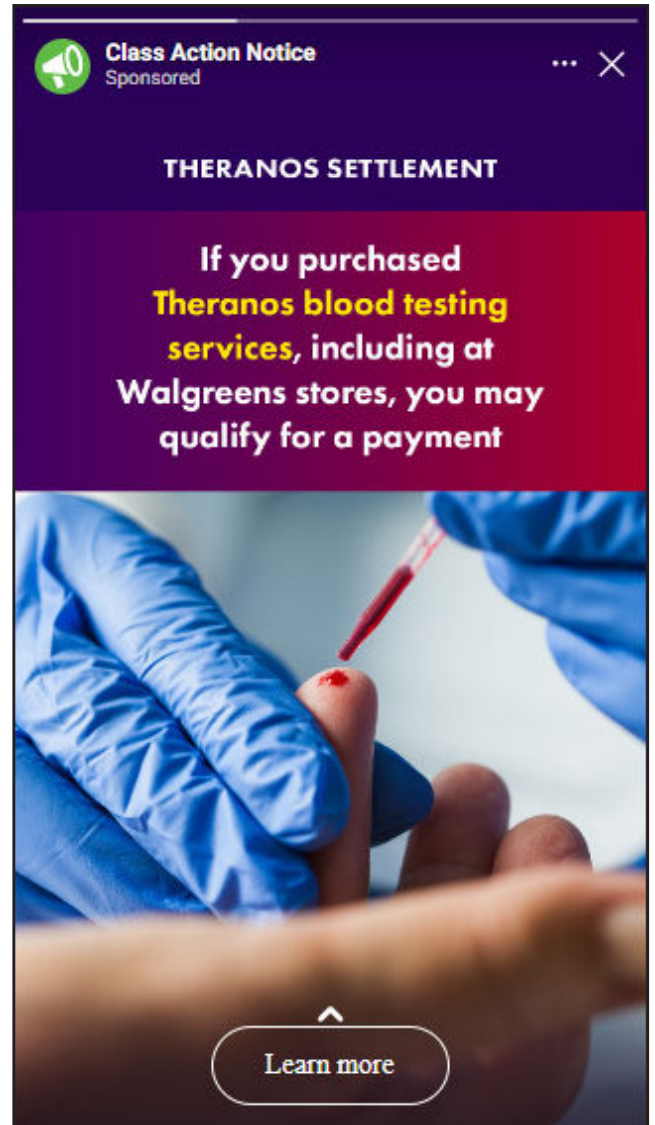
2

Facebook News Feed



The ad is displayed in a white-bordered frame. At the top left is a green megaphone icon. To its right, the text reads "Class Action Notice" in bold black, with "Sponsored" and a globe icon below it. On the far right are three dots and a close 'X' icon. The main image shows a close-up of a person's finger being pricked by a lancet, with a gloved hand holding a small red pipette. Below the image is a dark purple banner with the text "THERANOS SETTLEMENT" in white. Underneath is a red banner with white text: "If you purchased **Theranos blood testing services**, including at Walgreens stores, you may qualify for a payment". At the bottom left, the URL "theranoslawsuit.com" and "Theranos Settlement" are shown. To the right is a blue button with white text that says "Learn more". At the very bottom, there are icons for "Like", "Comment", and "Share".

Facebook Stories



The ad is shown in a vertical, dark purple-themed frame. At the top left is a green megaphone icon. To its right, the text reads "Class Action Notice" in white, with "Sponsored" below it. On the far right are three dots and a close 'X' icon. The main text is white on a dark purple background: "THERANOS SETTLEMENT" followed by "If you purchased **Theranos blood testing services**, including at Walgreens stores, you may qualify for a payment". Below this is a red banner with a white pipette and finger image. At the bottom center is a white button with a small upward arrow and the text "Learn more".

Instagram Ads

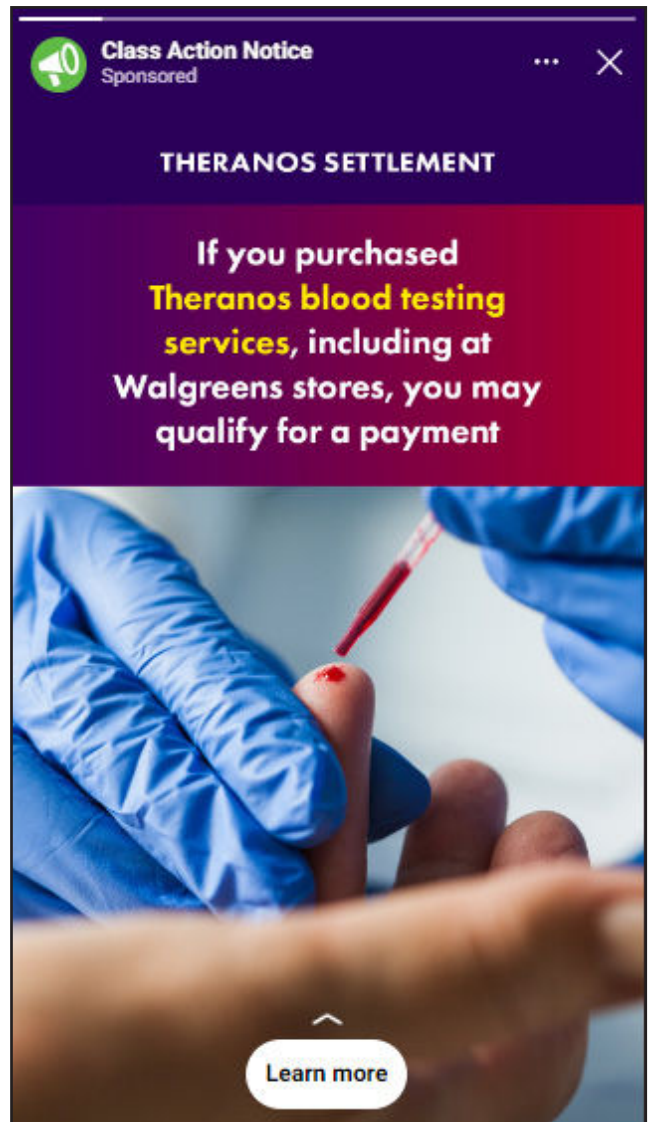
3

Instagram Feed



The image shows a screenshot of an Instagram feed post. At the top, the Instagram logo is visible. Below it, a green megaphone icon is next to the text "Class Action Notice Sponsored". The main image is a close-up of a person's finger being pricked by a lancet, with a gloved hand holding the finger. Below the image is a dark purple banner with the text "THERANOS SETTLEMENT" in white. Underneath the banner is a red banner with the text "If you purchased **Theranos blood testing services**, including at Walgreens stores, you may qualify for a payment" in white. At the bottom of the post, there is a "Learn more" link with a right-pointing arrow, and icons for heart, comment, share, and bookmark.

Instagram Stories





The image shows a screenshot of an Instagram story. At the top, a green megaphone icon is next to the text "Class Action Notice Sponsored". Below this is a dark purple banner with the text "THERANOS SETTLEMENT" in white. The main image is a close-up of a person's finger being pricked by a lancet, with a gloved hand holding the finger. Below the image is a red banner with the text "If you purchased **Theranos blood testing services**, including at Walgreens stores, you may qualify for a payment" in white. At the bottom of the story, there is a white "Learn more" button with a right-pointing arrow.

Responsive Search Text Ads

4



Sponsored

 theranoslawsuit.com
www.theranoslawsuit.com/ 

Theranos Settlement | Affects Blood Testing Services | Purchasers qualify f...


You may qualify to receive a payment. Learn More.
Purchasers of blood testing services, including at Walgreens stores, may be affected.

Sponsored

 theranoslawsuit.com
www.theranoslawsuit.com/ 

Theranos Settlement | Purchasers qualify for Payment | Affects Blood...

Purchasers of blood testing services, including at Walgreens stores, may be affected. You may qualify to receive a payment. Learn More.

Ad · www.theranoslawsuit.com/ 

Theranos Settlement | Purchasers qualify for Payment

Purchasers of blood testing services, including at Walgreens stores, may be affected. You may qualify to receive a payment. Learn More.

Ad · www.theranoslawsuit.com/ 

Theranos Settlement | Affects Blood Testing Services

Purchasers of blood testing services, including at Walgreens stores, may be affected. You may qualify to receive a payment. Learn More.

EXHIBIT 11

United States District Court for the District of Arizona

NOTICE OF PROPOSED SETTLEMENT

If you purchased Theranos blood testing services, you may be entitled to a cash payment from a class action settlement.

Read this notice or visit www.TheranosLawsuit.com or call (866) 615-0978 for more information.

If you received a post-card or e-mail notice, you do not need to take any action to receive a payment. If you believe that you are a member of the class but did not receive a post-card or e-mail notice, you must call (866) 615-0978 or email info@TheranosLawsuit.com before [DATE] to request inclusion in the class.

Para una notificación en español, visite www.TheranosLawsuit.com.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- Proposed settlements have been reached in a class action lawsuit arising out of Theranos blood testing services marketed to consumers in Walgreens retail stores in Arizona and California.
- The lawsuit, *In re Arizona Theranos, Inc., Litigation*, Case No. 2:16-cv-2138, is pending in the U.S. District Court for the District of Arizona. The Class Members have reached proposed settlements with Defendants Walgreens Boots Alliance, Inc. and Walgreen Arizona Drug Co. (together called “Walgreens”), Defendant Ramesh (“Sunny”) Balwani, and the entity that holds the remaining assets of the now-dissolved Theranos, Inc. (the “Theranos ABC”). Walgreens and Balwani deny all allegations in the lawsuit. The Court has not decided who is right or wrong. The parties have agreed to the settlements to avoid the expense, uncertainty, and risks associated with litigation.
- The Court previously found that this lawsuit could proceed as a class action on behalf of a Class of consumers who purchased Theranos blood testing services and three “Subclasses,” which are three subgroups within the Class. Explanations of who is in the Class and Subclasses are below at Question 4. If you received a notice of the settlements directly by email or mail, Theranos’s customer records indicate that you are part of the Class and/or one or more of the Subclasses, and that you are eligible for a settlement payment.
- The settlements will resolve all Class Members’ claims against Walgreens, Theranos, Inc., and Balwani involving Theranos blood testing services.
- **You do not need to submit a claim or take any other action to receive a payment. If the settlement with Walgreens becomes final, settlement payments will be sent to eligible persons by mailed check thereafter.** To ensure prompt and accurate delivery, you may update your address information at www.TheranosLawsuit.com or by contacting the Settlement Administrator at info@TheranosLawsuit.com.
- Under the proposed settlement with Walgreens, Walgreens must pay \$44 million into a Settlement Fund, a portion of which will be used to pay Class Members after deducting administration costs, attorneys’ fees and expenses and any service awards for the class representatives, taxes and tax expenses, and any other Court-approved deductions. Class Members will receive payments that are based on the costs of their Theranos blood testing services, with some adjustments. Class Members who are in the Walgreens Edison Subclass (see Question 4) will receive an additional payment. See Questions 11 and 12 for details.
 - If the Personal ID # on the notice that you received by mail or email begins with “A,” you are not in the Walgreens Edison Subclass according to Theranos’s customer records. You will receive a Class Member Payment but not a Walgreens Edison Subclass Member Payment.

- If the Personal ID # on the notice that you received by mail or email begins with “B,” you are in the Walgreens Edison Subclass according to Theranos’s customer records. You will receive both a Class Member Payment and a Walgreens Edison Subclass Member Payment.
- You are not a member of the Class or Subclasses, and are not eligible for any payment from the settlements, if you previously timely excluded yourself from the Class.
- The lawyers who brought the lawsuit will ask the Court for payment of attorneys’ fees from the Settlement Fund as compensation for investigating the facts, litigating the cases, and negotiating the settlements, and will ask to be reimbursed for their expenses. They will also ask for a service award for the class representatives to compensate them for taking on this litigation on behalf of the Class.

YOUR LEGAL RIGHTS AND OPTIONS	
DO NOTHING	Receive a payment if you are in the Class. See Questions 11 and 12 for details.
OBJECT OR COMMENT ON THE SETTLEMENT	Object or comment on the settlement by [DATE] 60 days after Notice Date]. See Question 17 for details. If you are in the Class and the settlement with Walgreens becomes final, you will still receive a payment.

- You may not exclude yourself from (“opt-out” of) this case at this time. The deadline for opting out has passed. See Question 18.
- The Court has preliminarily approved the settlements, but still must decide whether to finally approve the settlements and the proposed payments to members of the Class and Walgreens Edison Subclass. If the settlement with Walgreens is approved, and after any appeals are resolved in favor of upholding the settlement, payments will be distributed to qualifying members. This can take time. Please be patient.
- This Notice summarizes the settlements. For the precise terms and conditions of the settlements, please: (i) see the Settlement Agreements, which are available at www.TheranosLawsuit.com; or (ii) contact the Settlement Administrator to request copies of the Settlement Agreements by calling (866) 615-0978 or writing to info@TheranosLawsuit.com.
- On **[DATE]**, at **[TIME]**, the Court will hold a final approval hearing to determine: (1) whether any or all the settlements are fair, reasonable, and adequate and should receive final approval; (2) whether the application for an award of attorneys’ fees and expenses brought by Class Counsel should be granted (up to \$~~15.9~~ **14.5** million to be paid from the \$44 million settlement fund); and (3) whether the application for service awards to Plaintiffs who brought the lawsuit should be granted (up to \$10,000 each to the Plaintiffs who are representing the Class, also to be paid from the settlement fund). The hearing date and time may change without further notice to you and/or the hearing may be held remotely or telephonically. Check www.TheranosLawsuit.com for updates or changes.
- **For more information, to update your contact information, or to register for case updates, visit www.TheranosLawsuit.com.**

Questions? Call 1-866-615-0978 or visit www.TheranosLawsuit.com

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Questions? Call 1-866-615-0978 or visit www.TheranosLawsuit.com

BASIC INFORMATION

1. What is this Notice about?

Plaintiffs, on behalf of the Class Members, have reached settlements in this class action lawsuit with Walgreens, Ramesh Balwani, and the entity holding the remaining assets of the now-dissolved Theranos, Inc. (the “Theranos ABC”). The Court authorized this Notice because you have a right to know about the proposed settlements and about your options before the Court decides whether to give final approval to the settlements. This Notice explains the lawsuit, the proposed settlements, your legal rights, and the hearing (“Fairness Hearing”) to be held by the Court to consider whether to finally approve the settlements.

The Honorable Senior Judge David G. Campbell of the United States District Court for the District of Arizona is overseeing this lawsuit. The case is called *In re Arizona Theranos, Inc., Litigation*, Case No. 2:16-cv-2138. The seven individual Plaintiffs who were appointed by the Court as “class representatives” were Theranos testing customers. The defendants in the lawsuit are Theranos, Inc. (“Theranos”), Walgreens Boots Alliance, Inc. and Walgreen Arizona Drug Co. (together called “Walgreens”), and Elizabeth Holmes and Ramesh Balwani (collectively, “Defendants”).

2. What is a class action and who is involved?

In a class action, one or more people, called plaintiffs, act as class representatives and sue on behalf of others who have similar claims. All of these people together are a class or class members. The individuals or companies the plaintiffs sue are called the defendants. One court resolves the issues for all class members, except those who have excluded themselves from (“opted out” of) the class.

3. Why is this lawsuit a class action?

The Court decided that a class trial could be used to determine certain claims in this lawsuit because the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts, were met. The Court has appointed seven named Plaintiffs, who were customers of Theranos testing services, to serve as class representatives.

WHO IS IN THE CLASS?

4. Am I part of the Class?

The Court previously certified a Class and three Subclasses in this case. Notice about the Court’s decision to certify the Class and Subclasses was provided to the Class in 2022 by mail, email, and other means. Now, another notice is being provided, this time about the settlements. If you have received a notice about the settlements by mail or email, then Theranos’s records indicate that you are a member of the Class and one or more of the Subclasses. The Class and Subclasses are defined as follows:

- **Class:** All purchasers of Theranos testing services, including consumers who paid out-of-pocket, through health insurance, or through any other source (collectively, “purchasers”) between November 2013 and June 2016.
- **Arizona Subclass:** All purchasers of Theranos testing services in Arizona between November 2013 and June 2016.
- **California Subclass:** All purchasers of Theranos testing services in California between September 2013 and June 2016.
- **Walgreens Edison Subclass:** All purchasers of Theranos testing services who were subjected to “tiny” blood draws (fingerpricks) by a Walgreens employee between November 2013 and March 2015.

Questions? Call 1-866-615-0978 or visit www.TheranosLawsuit.com

The Court also previously certified a fourth subclass to pursue battery claims against Theranos, Inc., called the “Theranos Edison Subclass,” but that subclass was “decertified” by the Court. See www.TheranosLawsuit.com for more details.

The following are excluded from the Class/Subclasses: (i) Walgreens and its officers, directors, employees, or legal representatives; (ii) the judges in this case and members of their immediate families; and (iii) persons who timely and properly opted out of the Class previously.

Theranos’s records will be used to determine who is in the Class and Subclasses. If you believe that you are a member of the class but did not receive a post-card or e-mail notice, you must call (866) 615-0978 or email info@TheranosLawsuit.com before [DATE] to request inclusion in the class.

THE CLAIMS IN THE LAWSUIT

5. What is this lawsuit about?

This lawsuit arises out of Theranos blood testing services offered in Walgreens and Theranos stores. The Plaintiffs claim, among other things, that these blood testing services were not capable of producing reliable results, that the Defendants knew and concealed the blood testing services’ unreliability, that the Defendants conspired to commit fraud on consumers, that Theranos’s “tiny” blood testing technology (blood drawn with fingerpricks) was still in development, and that the customers who were subject to “tiny” Theranos blood draws by Walgreens employees gave their consent to those blood draws under false pretenses.

The Defendants deny these claims. Walgreens maintains that it did not know that Theranos’s blood testing services “were unreliable and not market-ready,” and that it therefore did not conspire to commit fraud on consumers. Walgreens further maintains that it was, in fact, a victim of Theranos’s fraud. Defendants Holmes and Balwani, on the other hand, contend that Theranos’s blood testing results were generally accurate and reliable, and that consumers were neither deceived nor injured. Defendants also assert that most Class Members have already been fully reimbursed for amounts paid for the tests through the Arizona Attorney General Consent Decree or otherwise, so no other recovery is available to those Class Members. Plaintiffs claim that some Class Members have not been refunded or fully refunded for the tests and that other damages, beyond refunds for the tests, are due to Class Members.

The Court previously certified the Class and Subclasses as to certain claims. The following chart summarizes, for each of these claims, the Defendants, applicable Class or Subclasses (as defined in Question 4), and the types of relief Plaintiffs sought.

Claims	Defendants	Class/Subclass	Relief Sought
Racketeer Influenced and Corrupt Organizations Act	Theranos, Walgreens, Holmes, Balwani	Class	Refunds of amounts paid for Theranos testing services; “treble” damages
Arizona Consumer Fraud Act	Theranos, Walgreens, Holmes, Balwani	Arizona Subclass	Refunds of amounts paid for Theranos testing services; punitive damages*
California Unfair Competition Law and False Advertising Law	Theranos, Walgreens, Holmes, Balwani	California Subclass	Refunds of amounts paid for Theranos testing services
Battery and Medical Battery	Walgreens	Walgreens Edison Subclass	Dignitary harm damages; punitive damages*

Questions? Call 1-866-615-0978 or visit www.TheranosLawsuit.com

*The Court has since determined that Plaintiffs cannot pursue claims for punitive damages against Walgreens. See www.TheranosLawsuit.com for more details.

As explained in the prior notice sent about this case, this lawsuit does not seek damages or other relief for personal injury, emotional distress, retesting costs, or medical care costs.

More information about the claims in this case can be found in the operative Second Amended Complaint and in other key case documents that may be viewed at www.TheranosLawsuit.com.

Plaintiffs, Walgreens, Balwani, and the Theranos ABC have now agreed to settlements. The Court has not decided whether Plaintiffs' claims or Walgreens' defenses or the other Defendants' defenses should prevail. By agreeing to the settlement, neither Defendants nor Plaintiffs make any admissions regarding any liability or regarding the merits of the allegations, claims, or defenses in this case.

6. What about Theranos?

Defendant Theranos has been dissolved and has very limited remaining assets. Those remaining assets were assigned to Theranos (assignment for the benefit of creditors), LLC (referred to in this notice as the "Theranos ABC") for distribution to Theranos's creditors. Under the Class's settlements with Balwani and the Theranos ABC, Balwani has agreed to withdraw his claims to the remaining assets of Theranos, and the Theranos ABC has agreed to allocate a portion of the limited remaining Theranos assets to the Class. See Question 9 for more details.

7. What about Elizabeth Holmes?

Defendant Elizabeth Holmes is not a party to the settlements. Plaintiffs will ask the Court to dismiss the claims against her while preserving the rights of any Class Member to pursue their own claims against her if they choose—outside of this case and with their own counsel. Please note that any applicable statutes of limitation for any claims you may bring against Ms. Holmes will resume running upon the dismissal of the claims against her, should the Court approve such dismissal.

THE SETTLEMENTS

8. What are the terms of the settlements?

The complete terms of the proposed settlements are set forth in the Settlement Agreements, which are available at www.TheranosLawsuit.com. This Notice provides only a summary of the terms of the settlements. The settlements' benefits and other terms are summarized below.

9. What are the benefits of the settlements?

If the settlement with Walgreens (the "Walgreens settlement") is approved and becomes final, Walgreens will pay \$44 million into a Settlement Fund. This money, including any interest earned on it, will be used pay: (1) settlement payments to Class Members and Walgreens Edison Subclass Members, as described at Question 11 below; (2) the costs of distributing notice and settlement payment checks and other costs of administering the settlement; and (3) court-awarded attorneys' fees and expenses of the attorneys appointed by the Court to represent the Class ("Class Counsel") and service awards to the class representatives. Walgreens has no responsibility to pay more than \$44 million in connection with the Walgreens settlement, including for any liens or subrogation interests.

In addition, under the Class's settlements with Balwani and the Theranos ABC, Balwani has agreed to withdraw his claims to the remaining assets, and the Theranos ABC has agreed to allocate a portion of the limited remaining assets to the Class, which may increase the amount of money available to the Class. **If approved, these settlements will provide approximately \$1.33 million in additional settlement funds (in addition to the \$44**

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~~million being paid by Walgreens). These additional funds paid by the Theranos ABC will be added to the Settlement Fund and distributed to the Class Members according to the same allocation plan provided in the Walgreens settlement, and at the same time as the funds from the Walgreens settlement. It is currently estimated that these settlements will provide up to \$1.33 million in funds (in addition to the \$44 million being paid by Walgreens), though the amount of such additional amounts, if any, is not certain at this time. Additional funds paid by the Theranos ABC will be added to the Settlement Fund. Those additional funds will be distributed to Class Members according to the allocation of the Settlement Fund under the settlement with Walgreens, assuming, as is expected, that the Theranos ABC pays the additional funds in time for them to be added to a distribution under the Walgreens settlement. If the Theranos ABC pays the additional funds after that time, the additional funds will be distributed to Class Members if practicable.~~

10. Do I have to do anything to receive benefits from the settlement?

You do not need to file a claim or take any other action to receive a settlement payment. The Settlement Administrator will calculate your settlement payment amount. If the Walgreens settlement is approved and becomes final, settlement payments will be sent to eligible persons by mailed check.

11. What will my settlement payment be?

Under the proposed Plan of Allocation, there are two types of payments under the Walgreens settlement: the “Class Member Payment” (for all Class Members, including all members of the Subclasses); and the “Walgreens Edison Subclass Member Payment” (for Walgreens Edison Subclass Members only).

Class Member Payment (all Class Members):

If the Walgreens settlement is approved and becomes final, each Class Member will receive a Class Member Payment that is based on the unreimbursed costs of their Theranos blood testing services according to Theranos’s customer records.

More specifically, each Class Member will receive a Class Member Payment in an amount that depends on the following formula:

- (1) a Base Payment of \$10.00, plus
- (2) two times the total costs of their Theranos blood testing services during the Class period (see Question 4) (whether such costs were paid out-of-pocket, through insurance, or from another source); minus
- (3) any refunds the Class Member already received from the 2017 Arizona Attorney General Consent Decree with Theranos. Theranos’s records will be used to determine these amounts.

Walgreens Edison Subclass Member Payment (only Walgreens Edison Subclass Members):

In addition to the Class Member Payment, Class Members who are in the Walgreens Edison Subclass (see Question 4) will also receive a Walgreens Edison Subclass Member Payment, as compensation for battery and medical battery claims. The Walgreens Edison Subclass Member Payment will be a flat amount for each Walgreens Edison Subclass Member, currently estimated to be between approximately \$700 and \$1,000.

Walgreens Edison Subclass Members will receive both a Class Member Payment and the Walgreens Edison Subclass Member Payment. For an explanation of why only Walgreens Edison Subclass Members will receive the additional payment, see Question 12.

- If the Personal ID # on the notice that you received by mail or email begins with “A,” you are not in the Walgreens Edison Subclass according to Theranos’s customer records. You will receive a Class Member

Payment but not the Walgreens Edison Subclass Member Payment if the Walgreens settlement is approved and becomes final.

- If the Personal ID # on the notice that you received by mail or email begins with “B,” you are in the Walgreens Edison Subclass according to Theranos’s customer records. You will receive both a Class Member Payment and the Walgreens Edison Subclass Member Payment if the Walgreens settlement is approved and becomes final.

Class Members should consult their personal tax advisor for assistance regarding any tax ramifications of the settlements. Neither Class Counsel nor Defendants and their counsel are providing any opinion or advice as to the tax consequences or liabilities of Class Members as a result of any payments under the settlements.

Other Details About the Allocation of Settlement Funds:

Class Member Payments and Walgreens Edison Subclass Member Payments will be paid from the amount in the Settlement Fund minus Court-authorized attorneys’ fees and expenses, notice and administration costs, and service awards to the class representatives. If the available funds from the Settlement Fund are not enough to fully pay both Class Member Payments and Walgreens Edison Subclass Member Payments in full, both Walgreens Edison Subclass Member Payments and Class Member Payments (other than the \$10 Base Payment portion) will be decreased proportionally to ensure that they do not exceed available funds. If available funds are *more* than enough to fully pay both Class Member Payments and Walgreens Edison Subclass Member Payments in full, both Walgreens Edison Subclass Member Payments and Class Member Payments (other than the \$10 Base Payment portion) will be increased proportionally so that the total payments equal the available funds.

For any settlement check funds that remain uncashed one year after the initial distribution of the settlement checks, those residual amounts will be distributed as part of a second distribution (if practicable) to those who cashed their initial payment checks and/or treated as unclaimed funds subject to applicable state unclaimed property procedures.

Visit www.TheranosLawsuit.com for more information, to look up your estimated settlement payment amount using the Personal ID # you received by mail and/or email, and to see the detailed proposed Plan of Allocation. If you have lost your Personal ID #, you can obtain it by calling (866) 615-0978 or emailing info@TheranosLawsuit.com.

Please note that the Court may order that the settlement funds be allocated to the Class and Walgreens Edison Subclass in a manner that is different than is proposed in the proposed Plan of Allocation. Please check www.TheranosLawsuit.com for updates.

12. Why do the Walgreens Edison Subclass Members get an additional payment?

The Court has permitted the Walgreens Edison Subclass to proceed on battery and medical battery claims against Walgreens. The other Class Members, who are not Walgreens Edison Subclass Members, were not permitted by the Court to pursue battery or medical battery claims. Under the proposed Plan of Allocation, the Class Member Payments are expected to fully or nearly fully compensate all Class Members for the potential damages they could have been awarded for the remaining claims at trial other than for the battery and medical battery claims that only the Walgreens Edison Subclass Members have. The Walgreens Edison Subclass Member Payment is intended to compensate Walgreens Edison Subclass Members for their separate battery and medical battery claims.

Please note that not every Class Member who had a ‘tiny’ blood draw (fingerprick) is a Walgreens Edison Subclass Member. Only Class Members who had a ‘tiny’ blood draw (fingerprick) performed by a Walgreens employee are in the Walgreens Edison Subclass and qualify for the additional Walgreens Edison Subclass Member Payment. If you only had ‘tiny’ blood draw(s) (fingerpricks) performed by Theranos employee(s), you are not in the Walgreens Edison Subclass. The Court previously ruled in this case that ‘tiny’ blood draws

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(fingerpricks) performed by Theranos employees could not be the basis for a battery claim against Walgreens. The Walgreens Edison Subclass Member Payments are being made to resolve the battery claims against Walgreens. See Questions 4 and 5, above for further information.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The Court appointed two law firms as “Class Counsel” to represent the Class and Subclasses:

Lieff Cabraser Heimann & Bernstein LLP
275 Battery St., 29th Floor
San Francisco, CA 94111
(415) 956-1000
theranoslitigation@lchb.com

Keller Rohrback L.L.P.
3101 North Central Ave., Suite 1400
Phoenix, AZ 85012
(800) 776-6044
theranoslitigation@kellerrohrback.com

You do not have to pay Class Counsel for their time or expenses incurred in this case out of your pocket. Instead, Class Counsel will petition the Court for an award of their fees and expenses; any amount awarded to Class Counsel by the Court will be paid from the Settlement Fund.

The Court has also appointed Plaintiffs A.J., A.R., B.B., B.P., D.L., R.G., and S.L. as class representatives to represent the Class, and Plaintiff B.P. as class representative to represent the Walgreens Edison Subclass.

14. How will Class Counsel be paid?

Class Counsel will file a motion on or before [DATE] asking the Court to award them attorneys’ fees of ~~up to one-third (1/3)~~ 30 percent of the \$44 million Walgreens Settlement Fund (*i.e.*, ~~up to \$14.67~~ 13.2 million), plus reimbursement of their litigation expenses, which are estimated to be up to \$1.3 million. The attorneys’ fees and expenses awarded by the Court will be the only payment to Class Counsel for their efforts in achieving the settlements and for their risk in undertaking this representation on a wholly contingent basis. In addition, Class Counsel will ask the Court on or before [DATE] to award the seven class representatives a service award of \$10,000 each to compensate them for their efforts and commitment on behalf of the Class. All court-awarded attorneys’ fees, expenses, and service awards will be paid from the Settlement Fund.

The Court will determine the amount of attorneys’ fees, expenses, and service awards to award. A copy of Class Counsel’s application for attorneys’ fees, expenses, and service awards will be posted at www.TheranosLawsuit.com after it is filed.

15. Should I hire my own lawyer?

You do not need to hire your own lawyer because Class Counsel represents you and the other members of the Class. However, you have the right to hire your own lawyer. If you want your own lawyer separate from Class Counsel, you will have to pay that lawyer.

YOUR RIGHTS AND OPTIONS

16. What happens if I do nothing?

If you are in the Class, you will automatically be sent a settlement payment if the Walgreens settlement is approved and becomes final. See Questions 4, 10, and 11 for details.

17. How do I object or comment?

If you are in the Class, you can comment on or object to the settlement(s) or Class Counsel's request for attorneys' fees, litigation expenses, and service awards. To object or comment, you must send a signed, written objection or comment. It must:

- (a) state the case name and number of the Action, *In re Arizona Theranos, Inc. Litigation*, No. 2:16-cv-2138-DGC (D. Ariz.);
- (b) state your name, address, telephone number, and your signature (even if you are represented by counsel);
- (c) state whether you are objecting to the proposed settlement(s), Plan of Allocation, and/or the application for attorneys' fees, expenses, and service awards for the class representatives;
- (d) state your objection(s) and the specific reason(s) for each objection, including any legal and evidentiary support you wish to bring to the Court's attention;
- (e) identify all class actions to which you or your counsel have previously objected in the last five years;
- (f) provide your basis for believing you are a Class Member in this case;
- (g) state whether you intend to appear at the Fairness Hearing; and
- (h) if you intend to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on your behalf at the Fairness Hearing; and
- ~~(i) state that you submit to the jurisdiction of the Court with respect to the objection or request to be heard and the subject matter of the settlements of the Action, including, but not limited to, enforcement of the terms of the Settlement Agreements.~~

To be considered by the Court, your comment or objection must be filed with the Court or mailed to the Clerk of Court, filed/postmarked no later than **[DATE]**. If you choose to mail your comment or objection rather than file it with the Court, you must mail it to **both** the Clerk of Court and to the Settlement Administrator at the addresses listed below.

Clerk of Court	Settlement Administrator
Clerk of Court United States District Court District of Arizona 401 W. Washington St. Phoenix, Arizona 85003-2118	<i>In re Arizona Theranos, Inc., Litigation</i> c/o JND Legal Administration P.O. Box 91214 Seattle, WA 98111

18. Can I still exclude myself ("opt-out") from this case?

No, you may not exclude yourself at this time. The instructions and deadline for excluding yourself were provided in a prior notice to the Class members in 2022, and the deadline has now passed.

If you previously excluded yourself by the September 12, 2022 deadline, you are not part of the Class or Subclasses and will not receive any settlement payment from the settlements. If you did not previously exclude yourself by the September 12, 2022 deadline, you will be bound by any judgments in this case, including regarding the settlements.

19. What claims are released by the settlements?

In exchange for the settlement benefits, you will release (give up) all claims about the issues in this lawsuit against Walgreens and its affiliates listed in the Settlement Agreement, Ramesh Balwani, and Theranos and the Theranos ABC and their affiliates. The Settlement Agreements, available at www.TheranosLawsuit.com, describe the claims you are releasing (giving up).

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the settlements?

The Court will hold a Fairness Hearing on **[DATE/TIME]**, before the Honorable David G. Campbell at the United States District Court for the District of Arizona, Sandra Day O'Connor United States Courthouse, Courtroom **[REDACTED]**; 401 W. Washington St., Phoenix, Arizona 85003. The hearing may be moved to a different date or time without additional notice and/or may be held remotely or telephonically. Please check www.TheranosLawsuit.com for updates or changes.

At the Fairness Hearing, the Court will consider whether any or all of the settlements should be approved as fair, reasonable and adequate. The Court will also consider Class Counsel's application for attorneys' fees, expenses, and service awards. If there are timely valid objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlements. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No, you do not have to attend the hearing. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection or comment, you do not have to come to Court to talk about it. As long as you submitted your written objection or comment on time and complied with the requirements listed in Question 17, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

OBTAINING MORE INFORMATION

22. How can I obtain more information?

More information can be found at www.TheranosLawsuit.com. That website includes important case deadlines, links to case documents, including the full Settlement Agreements, Plan of Allocation, the operative complaint in this lawsuit, and other information about the lawsuit and the settlements. You can also obtain more information by calling the Settlement Administrator toll-free at 1-866-615-0978 or contacting Class Counsel (see Question 13). You may also write the Settlement Administrator via email at info@TheranosLawsuit.com or by mail at:

In re Arizona Theranos, Inc., Litigation
c/o JND Legal Administration
P.O. Box 91214
Seattle, WA 98111

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Questions? Call 1-866-615-0978 or visit www.TheranosLawsuit.com

EXHIBIT 12

LEGAL NOTICE

NOTICE OF PROPOSED SETTLEMENT

If you purchased Theranos blood testing services, you may be entitled to a cash payment from a class action settlement.

If you received a post-card or e-mail notice, you do not need to take any action to receive a payment. If you believe that you are a member of the class but did not receive a post-card or e-mail notice, you must call (866) 615-0978 or email info@TheranosLawsuit.com before [DATE] to request inclusion in the class.

Para ver este aviso en español, visite www.TheranosLawsuit.com

*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

What is this notice about? Proposed settlements have been reached in the class action lawsuit *In re Arizona Theranos, Inc., Litigation*, No. 2:16-cv-2138 (D. Ariz.). The lawsuit challenges the defendants' conduct with respect to Theranos blood testing services. The Class Members have reached settlements with defendants Walgreens Boots Alliance, Inc. and Walgreen Arizona Drug Co. (together called "Walgreens"), defendant Ramesh "Sunny" Balwani, and the entity that holds the remaining assets of the now-dissolved Theranos, Inc. (the "Theranos ABC"). Walgreens and Balwani deny they did anything wrong. The proposed settlements, if approved, will provide benefits to Class Members and resolve all of the Class Members' claims against Walgreens, Balwani, and Theranos, Inc. ("Theranos").

Who is included? The Court previously certified a "Class" that includes: "All purchasers of Theranos testing services, including consumers who paid out-of-pocket, through health insurance, or through any other source (collectively, 'purchasers') between November 2013 and June 2016." The Court also certified a "Walgreens Edison Subclass" that includes: "All purchasers of Theranos testing services who were subjected to 'tiny' blood draws (fingerpricks) by a Walgreens employee between November 2013 and March 2015."

What can I get? Under the proposed settlement with Walgreens, Walgreens will pay \$44 million, which will be used to pay settlement payments to Class Members, attorneys' fees and expenses, administrative costs, and any service awards for the class representatives. In addition, Balwani has agreed to withdraw his claims to the remaining assets of Theranos, and the Theranos ABC has agreed to allocate a portion of the limited remaining Theranos assets to the Class, which if approved will add approximately \$1.33 million to the money available for distribution to the ~~which is expected to increase the amount of money available to the~~ Class (in addition to the \$44 million that Walgreens has agreed to pay) and increase the settlement payment amounts for Class Members. Visit www.TheranosLawsuit.com for more details.

If the settlement with Walgreens is approved and becomes final and you are a Class Member, you will receive a settlement payment ("Class Member Payment") that is currently estimated to be

approximately equal to: (a) two times the total costs of your Theranos blood testing services (based on Theranos's records); minus (b) any refunds you already received from a 2017 Arizona Attorney General Consent Decree with Theranos; plus (c) an additional base payment of \$10. If the settlement with Walgreens is approved and becomes final and you are a Walgreens Edison Subclass Member, you will receive an additional payment ("Walgreens Edison Subclass Payment") on top of the Class Member Payment. Depending on the settlement funds available for distribution to the Class, your payment may increase or decrease accordingly.

Visit www.TheranosLawsuit.com for more information and to see the detailed Plan of Allocation.

If you DID NOT receive a post-card or e-mail notice directly, but believe that you are a member of the Class, you must call (866) 615-0978 or email info@TheranosLawsuit.com before [DATE] to request inclusion in the class.

If you received a post-card or e-mail notice directly, Theranos's customer records indicate that you are a Class Member and you do not need to file a claim or take any other action to receive a settlement payment. If the settlements are approved and become final, Class Member Payments and Walgreens Edison Subclass Member Payments will be sent to eligible persons by check thereafter. To ensure prompt and accurate delivery, you may update your address information at www.TheranosLawsuit.com or by contacting the Settlement Administrator at info@TheranosLawsuit.com.

What are my options? If you received a post-card or e-mail notice directly, you have two options: (1) do nothing; or (2) object or comment on the settlement by [DATE]. Under either option, if the settlement with Walgreens is approved and becomes final, you will receive a payment. Visit www.TheranosLawsuit.com for more information. You can no longer exclude yourself from this case. The instructions and deadline for excluding yourself were provided in a prior notice in 2022, and the deadline for exclusion has now passed.

What about Elizabeth Holmes? Defendant Elizabeth Holmes is not a party to the settlements. Plaintiffs will ask the Court to dismiss the claims against her while preserving the rights of any Class Member to pursue their own claims against Ms. Holmes if they choose—outside of this case and with their own counsel. Please note that any applicable statutes of limitation for any claims you may bring against Ms. Holmes will resume running upon the dismissal of the claims against her, should the Court approve such dismissal.

What happens next? The Court will hold a Fairness Hearing on [DATE, TIME], at the United States District Court for the District of Arizona, Courtroom [REDACTED], 401 West Washington Street, Phoenix, AZ 85003, to decide whether to approve the settlements, how much attorneys' fees (up to \$14.6713.2 million) and expenses (estimated to be up to \$1.3 million) to award the attorneys who represented the Class (to be paid from the \$44 million settlement fund), and whether to award service awards of up to \$10,000 each to the Plaintiffs who are representing the Class (also to be paid from the settlement fund). You or your attorney may ask permission to speak at the hearing at your own cost. The hearing may be moved to a different date or time without additional notice and/or may be held remotely or telephonically. Please check www.TheranosLawsuit.com for updates.

Who represents me? The Court has appointed the law firms of Keller Rohrback L.L.P. and Lief Cabraser Heimann & Bernstein LLP to represent the Class (“Class Counsel”). You do not need to pay these lawyers; instead these lawyers will apply to the Court for compensation out of the settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, visit www.TheranosLawsuit.com, call (866) 615-0978, or email info@TheranosLawsuit.com.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 13

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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

In re:
ARIZONA THERANOS, INC.
LITIGATION

No. 2:16-cv-2138-DGC
(Consolidated with)
No. 2:16-cv-2373- HRH
No. 2:16-cv-2660- HRH
No. 2:16-cv-2775- DGC
No. 2:16-cv-3599- DGC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENTS**

1 Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action
2 Settlements (“Motion”), made pursuant to Federal Rule of Civil Procedure 23(e).

3 Plaintiffs and Defendants Walgreens Boots Alliance, Inc. and Walgreen Arizona
4 Drug Co. (together, “Walgreens”) have entered into a Stipulation of Class Action
5 Settlement, dated September 6, 2023 (the “Walgreens Settlement Agreement”), which sets
6 forth the terms and conditions for a proposed settlement of the claims against Walgreens
7 and for dismissal of the claims against Walgreens in the Action with prejudice upon the
8 terms and conditions set forth therein.

9 Plaintiffs and Defendant Ramesh “Sunny” Balwani have separately entered into a
10 Stipulation of Class Action Settlement, dated September 6, 2023 (the “Balwani Settlement
11 Agreement”), which sets forth the terms and conditions for a proposed settlement of the
12 claims against Balwani, and for dismissal of the Plaintiffs’ claims against Balwani with
13 prejudice upon the terms and conditions set forth therein.

14 Plaintiffs, Walgreens, and Theranos (assignment for the benefit of creditors), LLC
15 (the “Theranos ABC”) have separately entered into a Stipulation of Class Action
16 Settlement, dated September 6, 2023 (the “Theranos ABC Agreement”).

17 The Walgreens Settlement Agreement, the Balwani Settlement Agreement, and the
18 Theranos ABC Agreement are collectively referred to herein as the “Settlement
19 Agreements.”

20 Having thoroughly reviewed the Settlement Agreements, including the proposed
21 forms of class notice and other exhibits thereto, the Motion, and the papers and arguments
22 in connection therewith, and good cause appearing, the Court hereby ORDERS as follows:

23 1. Capitalized terms not otherwise defined herein have the meanings set forth in
24 the Walgreens Settlement Agreement.

25 2. This Court has subject matter jurisdiction over this matter pursuant to 28
26 U.S.C. § 1332(d) and has personal jurisdiction over Plaintiffs, Walgreens, and Balwani

27
28

1 (together, the “Settling Parties”) and members of the certified Class and Subclasses
2 (collectively “Class Members”).¹ Venue is proper in this District.

3 **Preliminary Approval of Settlements**

4 3. The Motion is GRANTED.

5 4. The Court hereby preliminarily approves the Walgreens Settlement
6 Agreement and the terms embodied therein pursuant to Fed. R. Civ. P. 23(e)(1) and finds
7 that notice in a reasonable manner to all class members who will be bound by the proposal
8 is justified because the court will likely be able to finally approve the proposal under Fed.
9 R. Civ. P. 23(e)(2). The Court preliminarily finds that the Walgreens Settlement Agreement
10 is fair, reasonable, and adequate as to the Class Members. The Court preliminarily finds
11 that the relief provided—a non-reversionary common Settlement Fund of \$44 million—is
12 adequate, considering, *inter alia*, the costs, risks, and delay of trial and appeal, the legal
13 issues presented in this Action, the interests of the Class Members, and the proposed method
14 of distributing payments (*i.e.*, direct payments by check without the need for filing of
15 claims).

16 _____
17 ¹ The Court previously certified the following Class and Subclasses pursuant to Fed. R. Civ.
P. 23(b)(3):

18 Class: All purchasers of Theranos testing services, including consumers who
19 paid out-of-pocket, through health insurance, or through any other collateral
source (collectively, “purchasers”) between November 2013 and June 2016.

20 Arizona Subclass: All purchasers of Theranos testing services in Arizona
21 between November 2013 and June 2016.

22 California Subclass: All purchasers of Theranos testing services in California
between September 2013 and June 2016.

23 Walgreens Edison Subclass: All purchasers of Theranos testing services who
24 were subjected to “tiny” blood draws by a Walgreens employee between
November 2013 and March 2015.

25 The Court appointed Plaintiffs A.R., B.P., B.B., D.L., R.G., S.J., and S.L. as class
26 representatives for the Class; Plaintiffs B.P., B.B., D.L., R.G., S.J., and S.L. as class
27 representatives for the Arizona Subclass; and Plaintiff A.R. as class representative for the
28 California Subclass. Additionally, Plaintiff B.P., which the Court previously appointed as a
class representative for the Edison Subclass, is a member and class representative of the
Walgreens Edison Subclass. *See* ECF Nos. 369, 447. Upon notice of the death of Plaintiff
S.J., the Court substituted A.J., as Personal Representative of the Estate of Plaintiff S.J., in
for S.J. (ECF 457.)

1 5. The Court hereby preliminarily approves the Balwani Settlement Agreement
2 and Theranos ABC Agreement as to the terms related in any way to the Class claims
3 embodied in those Agreements pursuant to Fed. R. Civ. P. 23(e)(1) and finds that notice in
4 a reasonable manner to all class members who will be bound by the proposals is justified
5 because the Court will likely be able to finally approve the proposals under Fed. R. Civ. P.
6 23(e)(2). The Court preliminarily finds that the terms embodied in these Agreements are
7 fair, reasonable, and adequate as to the Class Members. The Court preliminarily finds that
8 the relief provided is adequate, considering, *inter alia*, the costs, risks, and delay of trial and
9 appeal, and the fact that the release provided to Balwani will facilitate the payment of funds
10 by the Theranos ABC (in addition to the relief provided by the Walgreens Settlement
11 Agreement) to the Class. Those additional expected funds are adequate, considering, *inter*
12 *alia*, the limited Theranos assets that remain for distribution to Theranos's creditors, the
13 circumstances that have delayed distribution of the remaining assets, and the fact that
14 additional funds will be available to the Class in addition to the relief provided by the
15 Walgreens Settlement Agreement.

16 6. The Court finds that Plaintiffs and Class Counsel have adequately
17 represented, and will continue to adequately represent, the Class and Subclasses. The Court
18 further finds that the Settlement Agreements are the product of arms' length negotiations
19 by the Settling Parties, with the Walgreens Settlement Agreement supervised by, and
20 reached pursuant to a mediator's proposal proposed by an experienced mediator, the Hon.
21 Layn R. Phillips (Ret.), and both the Balwani Settlement Agreement and the Theranos ABC
22 Agreement reached with the further assistance of Judge Phillips' staff. Further, the
23 Settlement Agreements were reached after significant litigation, investigation, and
24 discovery. The Settling Parties and their counsel, as applicable, had sufficient information
25 to evaluate the strengths and weaknesses of the case and to conduct informed settlement
26 discussions.

27 7. The Court preliminarily finds that the Settlement Agreements treat Class
28 Members equitably relative to each other, and that the Plan of Allocation of the Net

1 Settlement Fund, as provided in the Walgreens Settlement Agreement, is reasonable and
2 equitable. Under the terms of the proposed Plan of Allocation, all Class Members will
3 receive a Class Member Payment consisting of the Class Member Base Payment plus an
4 additional payment based on the unreimbursed costs of their Theranos blood testing
5 services, substantially more than the actual total costs of their Theranos blood testing
6 services. In addition, members of the Walgreens Edison Subclass will each receive an
7 additional significant payment as compensation for the battery claims as pleaded by
8 Plaintiffs.

9 **CAFA Notice**

10 8. Walgreens shall serve the notice required under the Class Action Fairness
11 Act, 28 U.S.C. § 1715 *et seq.* (“CAFA”) no later than ten (10) calendar days following the
12 filing of the Settlement Agreements with the Court. No later than seven (7) calendar days
13 before the Fairness Hearing, Walgreens shall cause to be served on Class Counsel and filed
14 with the Court proof, by affidavit or declaration, regarding compliance with 28 U.S.C. §
15 1715(b).

16 **Attorneys’ Fees and Expenses**

17 9. The Court will fully assess any request for Attorneys’ Fees and Expenses after
18 receiving a motion from Class Counsel supporting such request under Fed. R. Civ. P. 23(h).
19 At this stage, the Court finds that the plan to request fees and litigation expenses to be paid
20 from the Settlement Fund creates no reason not to direct notice to the Class; should this
21 Court find any aspect of the requested attorneys’ fees or expenses unsupported or
22 unwarranted, such funds will not revert to Walgreens or any other Defendant.

23 **Class Counsel and Class Representatives**

24 10. Pursuant to Fed. R. Civ. P. 23(c)(1)(B) and 23(g), the Court reaffirms the
25 appointment of Lieff Cabraser Heimann & Bernstein LLP and Keller Rohrback L.L.P. as
26 Class Counsel.

27 11. Pursuant to Rule 23(c)(1)(B), the Court reaffirms the appointment of
28 Plaintiffs A.J., A.R., B.P., B.B., D.L., R.G., and S.L. as class representatives for the Class;

1 Plaintiffs A.J. B.P., B.B., D.L., R.G., and S.L. as class representatives for the Arizona
2 Subclass; Plaintiff A.R. as class representative for the California Subclass; and Plaintiff
3 B.P. as class representative for the Walgreens Edison Subclass.

4 12. For purposes of this Order and the Settlement Agreements, the following shall
5 be excluded from the Class and Subclasses: (i) Walgreens and its officers, directors,
6 management, employees, subsidiaries, and affiliates; (ii) the judges in this case and
7 members of their immediate families; and (iii) persons who timely and properly opted out
8 pursuant to Federal Rule of Civil Procedure 23(c)(2)(B); a complete list of timely opt-outs
9 was lodged with the Court, *see* ECF No. 482-1 at Ex. E, 483.

10 **Settlement Administrator and Notice Program**

11 13. Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the
12 proposed Notice Plan set forth at Section VI of the Walgreens Settlement Agreement,
13 including the form and content of the proposed forms of class notice attached to the
14 Walgreens Settlement Agreement as Exhibits A1 through A7. The Court finds that the
15 proposed Notice Plan meets the requirements of due process under the U.S. Constitution
16 and Rule 23, and that such Notice Plan—which includes individual direct notice to Class
17 Members via email and mail, publication notice, a supplemental social media and internet
18 notice campaign, and the establishment of a Settlement Website and Toll-Free Number—is
19 reasonably calculated to provide notice to the Class Members under the circumstances and
20 shall constitute due and sufficient notice to all persons entitled thereto.

21 14. The Court further finds that the proposed form and content of the forms of
22 notice are adequate and will give Class Members sufficient information to enable them to
23 make informed decisions as to the proposed Settlement and its terms, and the right to object.
24 The Court finds that the proposed forms of notice clearly and concisely describe in plain,
25 easily understood language, *inter alia*: (i) the nature and pendency of the Action; (ii) the
26 certification of the Class and Subclasses; (iii) the class claims; (iv) the existence and terms
27 of the Settlement Agreements, (iv) Class Members' right to object to or comment on (a) the
28 Walgreens Settlement Agreement; (b) the terms in the Balwani Settlement Agreement or

1 Theranos ABC Agreement related to the Class claims; or (c) any request for Attorneys’
2 Fees and Expenses and/or Service Awards; (v) the matters to be decided at the Final
3 Approval hearing, and (vi) the binding effect of a class judgment on Class Members under
4 Rule 23(c)(3).

5 15. The Court hereby appoints JND Legal Administration (“JND”) as Settlement
6 Administrator and directs JND to carry out all duties and responsibilities of the Settlement
7 Administrator as specified in the Walgreens Settlement Agreement and herein. As set forth
8 in the Notice Plan, the Settlement Administrator shall do the following:

9 A. Email Notice: By no later than thirty (30) days after entry of this Order
10 (the “Notice Date”), the Settlement Administrator shall email notice to each person
11 on the Class Data List for which an email address is included in the Class Data List
12 (“Email Notice Recipients”). Email Notice Recipients whom the Class Data List
13 identifies as not being in the Walgreens Edison Subclass shall be sent Email Notice
14 A. Email Notice Recipients whom the Class Data List identifies as being in the
15 Walgreens Edison Subclass shall be sent Email Notice B. Email Notice A and Email
16 Notice B shall be substantially in the forms attached as Exhibits A1 and A2 to the
17 Walgreens Settlement Agreement.

18 B. Postcard Notice: By no later than the Notice Date, the Settlement
19 Administrator shall send via first class U.S. Mail (postage pre-paid), Postcard Notice
20 to each person on the Class Data List for whom an email address is not included in
21 the Class Data List (“Postcard Notice Recipients”). Postcard Notice Recipients
22 whom the Class Data List identifies as not being in the Walgreens Edison Subclass
23 shall be sent Postcard Notice A. Postcard Notice Recipients whom the Class Data
24 List identifies as being in the Walgreens Edison Subclass shall be sent Postcard
25 Notice B. Postcard Notice A and Postcard Notice B shall be substantially in the forms
26 attached as Exhibits A3 and A4 to the Walgreens Settlement Agreement. For any
27 mailed Postcard Notices that are returned with forwarding address information, the
28 Settlement Administrator shall promptly re-mail the appropriate form of Postcard

1 Notice to the new address indicated. For any Postcard Notices that are returned as
2 undeliverable without a forwarding address, the Settlement Administrator shall
3 conduct an industry standard “skip trace” to try to identify a more current address
4 and re-mail the appropriate form of Postcard Notice to the extent an updated address
5 is identified.

6 C. Publication Notice: By no later than ten (10) business days after the
7 Notice Date, the Settlement Administrator shall cause the Publication Notice,
8 substantially in the form attached as Exhibit A7 to the Walgreens Settlement
9 Agreement, to be published one time (at least 1/8 of a page) in the *Arizona Republic*.

10 D. Digital Notice: Commencing by the Notice Date and continuing for 60
11 days following the Notice Date, the Settlement Administrator shall implement a
12 social media and internet notice program utilizing the same structure as the social
13 media and internet notice program implemented in connection with the 2022
14 litigation class notice program in this case. (See ECF No. 445-1 at ¶¶ 25–26.) The
15 digital notice shall be substantially in the form attached as Exhibit A5 to the
16 Walgreens Settlement Agreement.

17 E. Settlement Website: The Settlement Administrator shall continue to
18 maintain the Settlement Website (www.TheranosLawsuit.com), where Class
19 Members can obtain further information about the terms of the Settlement
20 Agreements, their rights, important dates and deadlines, and related information. The
21 Settlement Website shall include, in PDF format, the Second Amended Consolidated
22 Class Action Complaint, the Settlement Agreements, the Long-Form Notice
23 (substantially in the form attached as Exhibit A6 to the Walgreens Settlement
24 Agreement), this Preliminary Approval Order entered by the Court, Class Counsel’s
25 Fee and Expense Application (after it is filed), and other case documents as agreed
26 upon by the Settling Parties and/or required by the Court, and shall be updated to
27 provide such information/materials before the Notice Date. The Settlement Website
28 shall be optimized for display on mobile phones. The Settlement Website shall

1 remain operational until 180 days after the Effective Date or such other later date as
2 the Settling Parties may agree.

3 F. Toll-Free Number: The Settlement Administrator shall maintain a
4 Toll-Free Number where Class Members can obtain further information about the
5 Settlement Agreements and their rights, and request that a hard copy Long-Form
6 Notice be mailed to them. The Toll-Free Number shall be updated to provide such
7 information before the first email or mail notice is disseminated. The Toll-Free
8 Number shall remain operational until at least 180 days after the Effective Date or
9 such other later date as the Settling Parties may agree.

10 16. Administration Expenses: As provided in the Walgreens Settlement
11 Agreement, the Settlement Administrator's expenses shall be paid from the Net Settlement
12 Fund; provided, however, that payment of any expenses of the Settlement Administrator in
13 excess of \$550,000 shall require application and approval by the Court (that is, costs in
14 excess of 110% of the Settlement Administrator's estimate for implementation of the notice
15 plan, distribution of class member payments, and the other tasks set forth in the Walgreens
16 Settlement Agreement, but not including the costs associated with dissemination of residual
17 funds).

18 **Objections**

19 17. Any objection to the Settlement Agreements (or any part thereof), including
20 any request for Attorney's Fees and Expenses and/or Service Awards, must be made in
21 writing and comply with all the requirements set forth herein and in the Long-Form Notice.
22 Any written objection must be filed with or mailed to the Court and copies of such objection
23 served on Class Counsel and Walgreens' counsel at the addresses listed in the Long-Form
24 Notice, filed/postmarked no later than 60 days after the Notice Date.

25 18. To be considered valid, an objection must: (a) state the case name and number
26 of the Action, *In re Arizona Theranos, Inc. Litigation*, No. 2:16-cv-2138-DGC (D. Ariz.);
27 (b) state the name, address, and telephone number of the objector and must be signed by the
28 objector even if represented by counsel; (c) state whether the objector is objecting to the

1 proposed Settlements, Plan of Allocation, the application for Attorneys' Fees and Expenses,
2 and/or the application for Service Awards; (d) state the objection(s) and the specific
3 reason(s) for each objection, including any legal and evidentiary support the objector wishes
4 to bring to the Court's attention; (e) identify all class actions to which the objector and his,
5 her, or its counsel has previously objected in the last five years; (f) state the objector's basis
6 for believing that he or she is a Class Member; (g) state whether the objector intends to
7 appear at the Fairness Hearing; and (h) if the objector intends to appear at the Fairness
8 Hearing through counsel, state the identity of all attorneys who will appear on the objector's
9 behalf at the Fairness Hearing; ~~and (i) state that the objector submits to the jurisdiction of~~
10 ~~the Court with respect to the objection or request to be heard and the subject matter of the~~
11 ~~Settlements of the Action, including, but not limited to, enforcement of the terms of the~~
12 ~~Settlement Agreements.~~ Any Class Member who fails to timely file and serve such written
13 statement and provide the required information will not be permitted to present any
14 objections at the Fairness Hearing and such failure will render any such attempted objection
15 untimely and of no effect, unless otherwise ordered by the Court. All presentations of
16 objections will be further limited by the information listed.

17 19. A Class Member's mere compliance with the foregoing requirements does
18 not guarantee a Class Member the ability to present evidence or testimony at the Fairness
19 Hearing. The decision whether to allow any testimony, argument, or evidence, as well as
20 the scope and duration of any presentations of objections at the Fairness Hearing, will be in
21 the sole discretion of the Court.

22 20. Class notice was previously disseminated to the Class by multiple means in
23 2022, and Class Members were given an opportunity to opt out. (ECF No. 447, 482.) Class
24 Members will not be provided a second opportunity to exclude themselves from the Class.
25 Those persons who timely opted-out by the deadline (ECF No. 482-1 at Ex. E, 483) are
26 excluded from the Class and not part of the Settlement.

27
28

Fairness Hearing

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2 21. The Court will hold a Fairness Hearing on _____, 2023 at _____, in the
3 United States District Court for the District of Arizona, Courtroom __, 401 West
4 Washington Street, Phoenix, AZ 85003. The purposes of the Fairness Hearing will be to:
5 (i) determine whether the proposed Settlement Agreements should be finally approved by
6 the Court as fair, reasonable, and adequate; (ii) determine whether judgment should be
7 entered; (iii) rule on Class Counsel’s motion for attorneys’ fees, costs, and service awards;
8 (iv) consider any properly filed objections; and (v) consider any other matters necessary in
9 connection with the final approval of the Settlement Agreements.

10 22. The Court may, in its discretion, modify the date and/or time of the Fairness
11 Hearing, and may order that this hearing be held remotely or telephonically. If the Court
12 changes the date, time, and/or the format of the Fairness Hearing, the Settling Parties shall
13 ensure that the updated information is posted on the Settlement Website.

14 23. Only Class Members who have submitted timely and valid objections, in
15 accordance with the requirements of this Preliminary Approval Order (*see* ¶¶ 17–18), may
16 be heard at the Fairness Hearing.

Stay and Injunctions

17
18 24. Other than such proceedings as may be necessary to carry out the terms and
19 conditions of the Settlement Agreements, all proceedings in the Action are hereby stayed
20 and suspended until further order of this Court.

21 25. Pending final determination of whether the Settlement Agreements should be
22 finally approved, Plaintiffs and all Class Members and Plaintiffs’ Related Parties and
23 anyone claiming through or on behalf of any of them, are barred and enjoined from
24 commencing, instituting, prosecuting, or continuing to prosecute, any action or other
25 proceeding in any court of law or equity, arbitration tribunal, or administrative forum, either
26 directly, representatively, derivatively, or in any other capacity, asserting the Plaintiffs’
27 Released Claims against any of the Defendants. This bar and injunction are necessary to
28 protect and effectuate the Settlement Agreements and this Preliminary Approval Order, and

1 this Court's authority to effectuate the Settlements, and are ordered in aid of this Court's
2 jurisdiction.

3 **No Admission of Liability**

4 26. This Preliminary Approval Order, the Settlement Agreements, and all
5 negotiations, statements, agreements, and proceedings relating to the Settlement
6 Agreements, or any matters arising in connection with settlement negotiations, proceedings,
7 or agreements, shall not constitute, be described as, construed as, offered, or received
8 against Walgreens, Walgreens Released Parties, Plaintiffs, Plaintiffs' Related Persons,
9 Balwani, or Class Members as evidence or an admission of: (a) the truth of any fact alleged
10 by Plaintiffs in the Action; (b) that any person suffered compensable harm or is entitled to
11 any relief with respect to the matters asserted in this Action; (c) any liability, negligence,
12 fault, or wrongdoing by Walgreens, Walgreens Released Parties, Plaintiffs, Plaintiffs'
13 Related Persons, Balwani, or the Class Members; or (d) the enforceability of any applicable
14 contractual or statutory limitations period to limit any relief.

15 **Implementation and Dates**

16 27. The Settling Parties are directed to take all necessary and appropriate steps to
17 establish the means necessary to implement the Settlement Agreement according to its
18 terms should it be finally approved.

19 28. By no later than fifteen (15) days after the Notice Date, Plaintiffs and Class
20 Counsel shall file their: (a) motion for final approval of the Settlement Agreement,
21 requesting entry of the Judgment, substantially in the form of Exhibit D to the Walgreens
22 Settlement Agreement and (b) Attorneys' Fee and Expense Application. Promptly after they
23 are filed, these document(s) shall be posted on the Settlement Website.

24 29. By no later than 14 days before the Fairness Hearing, the Settlement
25 Administrator shall file with the Court (or provide to Class Counsel for filing with the
26 Court) copies of any objections received by the Settlement Administrator.

27 30. By no later than seven (7) days before the Fairness Hearing, the Settling
28 Parties shall file any responses to any Class Member objections and any replies in support

1 of final settlement approval and/or in support of Class Counsel's Fee and Expense
2 Application or Application for Service Awards.

3 31. By no later than seven (7) days before the Fairness Hearing, the Settlement
4 Administrator shall certify to the Court that it has complied with the notice requirements
5 set forth herein, and that the notice provided sufficient reach and frequency to alert Class
6 Members to the pendency of the Action, the Settlement Agreements, and their rights
7 thereunder.

8 32. The Court may, for good cause, extend any of the deadlines set forth in this
9 Preliminary Approval Order without further notice to Class Members. Without further order
10 of the Court, the Settling Parties may agree to make non-material modifications in
11 implementing the Settlement Agreements that are not inconsistent with this Preliminary
12 Approval Order.

13 33. The following chart summarizes the dates and deadlines set by this
14 Preliminary Approval Order:

Event	Deadline
CAFA Notice	10 days after the filing of the Settlement Agreements
Notice Date	30 days after entry of Preliminary Approval Order
Last day for Plaintiffs and Class Counsel to file motion for final approval of the Settlement, and motion for attorneys' fees, costs, and service awards	15 days after Notice Date
Objection Deadline	60 days after Notice Date
Last day for Settlement Administrator (or Class Counsel) to file copies of any objections	14 days before Fairness Hearing
Last day for the Settling Parties to file any responses to objections and any replies in support of motion for final settlement approval and/or Class Counsel's application for attorneys' fees, costs, and service awards	7 days before Fairness Hearing

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Last day for Walgreens to file proof of compliance with CAFA	7 days before Fairness Hearing
Fairness Hearing	[At least 110 days after entry of Preliminary Approval Order]

IT IS SO ORDERED.

Date: _____

Hon. David G. Campbell
Senior United States District Judge