

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Gamarro v. Walgreen Pharmacy Services Midwest, LLC
(County of Los Angeles, California Superior Court Case No. 23STCV00615)

As a current or former hourly-paid employee of Walgreen Pharmacy Services Midwest, LLC, and/or Walgreen Co., in the State of California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Walgreen Pharmacy Services Midwest, LLC, and/or Walgreen Co. (“Defendants”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are anyone who was employed by Defendants as a non-exempt pharmacy technician at any of their pharmacy locations in the State of California at any time during the period from April 15, 2020, through April 20, 2024, (“Class Period”).

The settlement is to resolve a class action lawsuit, *Gamarro v. Walgreen Pharmacy Services Midwest, LLC.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 23STCV00615 (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; and (8) unfair competition. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

- On April 21, 2025, the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously denies the claims in the Lawsuit and contend that it fully complied with all applicable laws. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the Final Approval Hearing.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked for Defendants as a non-exempt pharmacy technician at any of their pharmacy locations in the State of California at any time from August 10, 2021 through April 20, 2024 (“PAGA Period”) as well, then you will be deemed a “PAGA Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, ILYM Group, Inc., about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for August 26, 2025, at 8:30 a.m. in Department 71 of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at 8:30 a.m. on August 26, 2025, in the Stanley Mosk Courthouse of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, in Department 71. You are not required to attend the Hearing, but you are welcome to do so.

Questions? Contact the Settlement Administrator toll free at (888) 250-6810

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants as a non-exempt pharmacy technician at one or more of their pharmacy locations in the State of California during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Anita Gamarro was an hourly employee of Defendants. She is the "Plaintiff" in this case and is suing on behalf of herself and Class Members for Defendants' alleged violation of the failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, waiting time penalties, wage statement violations, failure to timely pay wages, failure to indemnify, and violation of the Unfair Competition Law.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA").

Defendants deny all the allegations made by Plaintiff and deny that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and PAGA Employees for the Gross Settlement Amount of \$6,800,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement with the exception of employer payroll taxes, which will be paid separately from an in addition to the settlement Amount, the Settlement Amount is an "all in" amount and includes: (1) Administration Costs up to \$37,950 (2) a service award of up to \$10,000.00 to Anita Gamarro for her time and effort in pursuing this case; (3) up to thirty three and one-third percent (33.333%) of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$2,266,666.67; (4) up to \$40,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$200,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$150,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$50,000.00, will be distributed to PAGA Employees. After deducting these sums, a total of approximately not less than \$4,245,383.33 will be available for distribution to Class Members ("Net Settlement Amount").

Defendants represent that there were no more than 489,457 Workweeks worked in the period from April 15, 2020, to December 21, 2023. If the number of workweeks increases by more than 10% (or 538,403 workweeks) during the Class Period, then the Settlement Amount will be increased on a pro-rata basis for any workweek added above the 10% increase. For example, if the number is 11% higher, the Settlement Amount will be increased by 1%. Alternatively, if the workweeks exceed 538,403, Defendants shall have the option to have the release applicable to the Class Period and PAGA Period expire as of that point in time and not incur any additional amounts.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members as non-exempt pharmacy technicians at any of Defendants' pharmacy locations in the State of California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, individuals employed as non-exempt pharmacy technicians at any of Defendants' pharmacy locations in the State of California between August 10, 2021, through April 20, 2024 (*i.e.*, PAGA Employees) will receive a *pro rata* share of the \$50,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each PAGA Employee between August 10, 2021, to April 20, 2024 (*i.e.*, the PAGA Period).

Defendants' records indicate that you worked <<MERGED_ClassWW>> Workweeks as an hourly-paid employee in California during the Class Period and <<MERGED_PAGAWW>>Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be \$<<MERGED_ClassAward>> and your estimated payment as a PAGA Employee would be \$<<MERGED_PAGAAward>>.

Tax Reporting

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 40% as penalties and 40% interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for unpaid “wages” and any IRS Form 1099s required by law. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd (b).

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also a PAGA Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release all claims asserted in the Operative Complaint in the Action, or any and all claims that could have been asserted based on the factual allegations in the Operative Complaint, as follows:

“Class Released Claims” means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have been alleged based on the same facts, theories of liability, and claims alleged in the Action, including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure to timely pay wages owed upon separation from employment; (7) knowing and intentional failure to comply with itemized wage statement provisions; (8) violation of the Unfair Competition Law; and (9) failure to reimburse for business expenses. This release shall include, without limitation, claims that were raised, or that reasonably could have been raised based on the same facts, theories of liability, and claims alleged in the Action under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 200-205.5, 210, 218.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 245-249, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.3, 6400-6409.6, and/or 6432 based on alleged violations of these Labor Code provisions (collectively, the “Class Released Claims”).

“PAGA Released Claims” means all PAGA Claims that are alleged or that reasonably could have been alleged based on the same facts and theories of liability alleged in the Action, including, but not limited to claims for penalties pursuant to PAGA due to Defendants’ alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure to timely pay wages owed upon separation from employment; (7) knowing and intentional failure to comply with itemized wage statement provisions; and (8) failure to reimburse for business expenses. This release shall include, without limitation, claims for penalties pursuant to PAGA that were raised, or that reasonably could have been raised based on the same facts and theories of liability alleged in the Action, under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 200-205.5, 210, 218.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 245-249, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.3, 6400-6409.6, and/or 6432, based on alleged violations of these Labor Code provisions (collectively, the “PAGA Released Claims”). The period of the PAGA Released Claims shall be the PAGA Period.

“Released Parties” means Defendants and their current and former parents, subsidiaries, predecessors or successors, holding companies, affiliated companies or entities, including owners, shareholders, members, partners, officers, directors, managers, employees and agents.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your full name, address, telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date and mail your written request for exclusion to the address below.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

Your written request for exclusion must be mailed and postmarked to the Administrator not later than June 26, 2025.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are a PAGA Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, your dates of employment with Defendants, the last four digits of your Social Security Number and/or Employee ID number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than June 26, 2025. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for August 26, 2025, at 8:30 a.m. in the Department 71 of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at (888) 250-6810 or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, CA 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at <https://ilymgroup.com/WalgreenPharmacy> to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected in Department 71 of the Los Angeles County Superior Court, located 111 N. Hill Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**