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Walgreen Pharmacy Services Midwest, LLC and Walgreen Co.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANITA GAMARRO, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

WALGREEN PHARMACY SERVICES
MIDWEST, LLC, an Illinois limited liability
company; WALGREEN CO., an Illinois
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV00615

*Assigned to the Hon. Daniel M. Crowley,
Department 71*

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

Action Filed: January 11, 2023

Trial Date: None set

1 This Stipulation of Class and Representative Action Settlement and Release of Claims is
2 entered into by and between Plaintiff Anita Gamarro, as an individual and behalf of the Settlement
3 Class and the California Labor and Workforce Development Agency (“Plaintiff”); and Defendants
4 Walgreen Co. and Walgreen Pharmacy Services Midwest, LLC (“Defendants”).

5 **I. DEFINITIONS**

6 A. “Action” means the lawsuit entitled *Gamarro v. Walgreen Pharmacy Services*
7 *Midwest, LLC, et al.*, Case No. 23STCV00615, filed on January 11, 2023 in the Los Angeles County
8 Superior Court.

9 B. “Agreement,” “Settlement,” “Settlement Agreement,” or “Stipulation” means this
10 Stipulation of Class and Representative Action Settlement and Release of Claims.

11 C. “Class” or “Class Members” means anyone who was employed by Defendants as a
12 non-exempt pharmacy technician at any of their pharmacy locations in the State of California at
13 any time during the Class Period.

14 D. “Class Data” means information regarding Class Members that Defendants will, in
15 good faith, compile from their records and provide to the Settlement Administrator. It shall be
16 formatted as a Microsoft Excel spreadsheet and shall include the following information for each
17 Class Member: (1) employee identification number; (2) full name; (3) last known address; (4)
18 Social Security number; (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire
19 date(s) and/or separation date(s); and (6) Workweeks during the Class and PAGA Periods.

20 E. “Class Period” means the period from April 15, 2020, through April 20, 2024.

21 F. “Class Released Claims” means any and all claims, debts, liabilities, demands,
22 obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of
23 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
24 alleged, or that reasonably could have been alleged based on the same facts, theories of liability,
25 and claims alleged in the Action, including, but not limited to: (1) failure to pay minimum wages;
26 (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and
27 permit rest periods; (5) failure to timely pay wages during employment; (6) failure to timely pay
28 wages owed upon separation from employment; (7) knowing and intentional failure to comply with

1 itemized wage statement provisions; (8) violation of the Unfair Competition Law; and (9) failure
2 to reimburse for business expenses. This release shall include, without limitation, claims that were
3 raised, or that reasonably could have been raised based on the same facts, theories of liability, and
4 claims alleged in the Action under the applicable Wage Orders and California Labor Code
5 provisions, including Labor Code §§ 200-205.5, 210, 218.5, 226, 226.2, 226.3, 226.7, 227.3, 232,
6 232.5, 245-249, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5,
7 1198, 1198.5 1199, 2802, 2810.3, 6400-6409.6, and/or 6432 based on alleged violations of these
8 Labor Code provisions (collectively, the “Class Released Claims”). The period of the Class
9 Released Claims shall be the Class Period. The Parties agree that the judgment, and release of
10 claims provided herein, shall have *res judicata* effect. The definition of Class Released Claims
11 shall not be limited in any way by the possibility that Plaintiff or Settlement Class Members may
12 discover new facts or legal theories or legal arguments not alleged in the operative pleading in the
13 Action but which might serve as an alternative basis for pursuing the same claims, causes of action
14 or legal theories of relief falling within the definition of Class Released Claims.

15 G. “Class Representative” mean Plaintiff Anita Gamarro in her capacity as
16 representative of the Class Members.

17 H. “Compensable Workweeks” means the total number of weeks during the Class
18 Period in which Settlement Class Members worked at least one hour.

19 I. “Court” means the court with which the motions for preliminary and final approval
20 of this Settlement are filed.

21 J. “Defendants” means Walgreen Co. and Walgreen Pharmacy Services Midwest,
22 LLC.

23 K. “Enhancement Payment” means the amounts that the Court authorizes to be paid to
24 Plaintiff, in addition to her Individual Settlement Payments, in recognition of her efforts and risks
25 in assisting with the prosecution of the Action and in exchange for executing the General Release
26 provided herein.

27 L. “Effective Date” means the date on which the time for appeal of the Final Judgment
28 and Order Granting Final Approval of Class and PAGA Action Settlement expires; or, if an appeal

1 is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final
2 Approval of Class and PAGA Action Settlement.

3 M. "Gross Settlement Amount" means the sum of the Individual Settlement Payments,
4 the Enhancement Payment, the Plaintiff Counsel Award, PAGA Payment, PAGA Settlement
5 Awards, and the Settlement Administration Costs, which amounts to Six Million Eight Hundred
6 Thousand Dollars and Zero Cents (\$6,800,000.00), and subject to the Escalator Clause as described
7 herein.

8 N. "Individual Settlement Payment" means the amount payable from the Net
9 Settlement Amount to each Settlement Class Member.

10 O. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the
11 approved Enhancement Payment, Plaintiff's Counsel Award, PAGA Payment, PAGA Settlement
12 Awards, and Settlement Administration Costs.

13 P. "Notice Packet" means the Notice of Class and Representative Action Settlement in
14 a form substantially similar to the form attached hereto as Exhibit 1.

15 Q. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
16 (Lab. Code §§ 2698 *et seq.*)

17 R. "PAGA Claims" mean all claims for penalties under the PAGA actually alleged or
18 that could have been alleged based on the facts alleged in the Action.

19 S. "PAGA Employee" means anyone who was employed by Defendants as a non-
20 exempt pharmacy technician at any of their pharmacy locations in the State of California at any
21 time during the PAGA Period.

22 T. "PAGA Payment" means the payment made hereunder to the California Labor and
23 Workforce Development Agency (LWDA) pursuant to PAGA.

24 U. "PAGA Period" shall mean the period from August 10, 2021, through April 20,
25 2024.

26 V. "PAGA Released Claims" means all PAGA Claims that are alleged or that
27 reasonably could have been alleged based on the same facts and theories of liability alleged in the
28 Action, including, but not limited to claims for penalties pursuant to PAGA due to Defendants'

1 alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide
2 meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during
3 employment; (6) failure to timely pay wages owed upon separation from employment; (7) knowing
4 and intentional failure to comply with itemized wage statement provisions; and (8) failure to
5 reimburse for business expenses. This release shall include, without limitation, claims for penalties
6 pursuant to PAGA that were raised, or that reasonably could have been raised based on the same
7 facts and theories of liability alleged in the Action, under the applicable Wage Orders and California
8 Labor Code provisions, including Labor Code §§ 200-205.5, 210, 218.5, 226, 226.2, 226.3, 226.7,
9 227.3, 232, 232.5, 245-249, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
10 1197.5, 1198, 1198.5 1199, 2802, 2810.3, 6400-6409.6, and/or 6432, based on alleged violations
11 of these Labor Code provisions (collectively, the “PAGA Released Claims”). The period of the
12 PAGA Released Claims shall be the PAGA Period. The Parties agree that the judgment, and release
13 of claims provided herein, shall have *res judicata* effect. The definition of PAGA Released Claims
14 shall not be limited in any way by the possibility that Plaintiff or PAGA Employees may discover
15 new facts or legal theories or legal arguments not alleged in the operative pleading in the Action
16 but which might serve as an alternative basis for pursuing the same claims, causes of action or legal
17 theories of relief falling within the definition of PAGA Released Claims.

18 W. “PAGA Settlement Award” shall mean the pro-rata share of the PAGA penalties
19 allocated to the settlement of the PAGA Claims to which the PAGA Employee is entitled based on
20 the number of weeks they worked during the PAGA Period.

21 X. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
22 Plaintiff or Defendants, individually.

23 Y. “Payment Ratio” means the respective Compensable Workweeks for each
24 Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class
25 Members.

26 Z. “Plaintiff” means Anita Gamarro.

27 AA. “Plaintiff’s Counsel” means Bibiyan Law Group, P.C.

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1 BB. "Plaintiff's Counsel Award" means attorneys' fees for Plaintiff's Counsel's
2 litigation and resolution of the Action and their expenses and costs incurred in connection with the
3 Action, paid from the Gross Settlement Amount.

4 CC. "Preliminary Approval Date" means the date on which the Court enters an order
5 granting preliminary approval of the Settlement.

6 DD. "Released Parties" means Defendants and their current and former parents,
7 subsidiaries, predecessors or successors, holding companies, affiliated companies or entities,
8 including owners, shareholders, members, partners, officers, directors, managers, employees and
9 agents.

10 EE. "Request for Exclusion" means a written statement signed by the Class Member
11 requesting exclusion containing the Class Member's name, address and telephone number to be
12 mailed by Class Members who wish to opt out of the Settlement Class. To be effective, the Request
13 for Exclusion must be post-marked by the Response Deadline and received by the Settlement
14 Administrator.

15 FF. "Response Deadline" means the date forty-five (45) days after the Settlement
16 Administrator mails Notice Packets to Class Members in English and Spanish and the last date on
17 which Class Members may submit Requests for Exclusion or Objections to the Settlement. Class
18 Members who received a re-mailed Notice Packet shall have their Response Deadline extended
19 fifteen (15) days from the original Response Deadline pursuant to Paragraph III(L)(4) below.

20 GG. "Settlement" means the disposition of the Action pursuant to this Agreement.

21 HH. "Settlement Administrator" means ILYM Group, Inc.

22 II. "Settlement Class Members" or "Settlement Class" means anyone who was
23 employed by Defendants as a non-exempt pharmacy technician at any of their pharmacy locations
24 in the State of California at any time during the Class Period and who do not submit a timely and
25 valid Request for Exclusion, as provided in this Agreement, or who did not previously release the
26 Released Claims under a separate agreement.

27 JJ. "Workweek" means any week during which a Class Member worked for Defendants
28 at least one day during the Class Period.

1 **II. RECITALS**

2 A. On August 10, 2022, Plaintiff filed her Class Action Complaint, asserting the
3 following causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages;
4 (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting-time penalties;
5 (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9)
6 violation of the Unfair Competition Law (“Putative Class Action”). Defendants timely removed
7 the Putative Class Action to federal court, which was assigned Case No. 5:22-cv-01811-MEMF-SP
8 (C.D. Cal.). Plaintiff alleged her claims individually and on behalf of all current and former hourly-
9 paid, non-exempt employees who worked for Defendants during the 4-year period preceding the
10 filing of the Complaint. The Parties thereafter agreed to (1) limit the putative class to current and
11 former employees of Defendants who held the same position as Gamarro (*i.e.*, pharmacy technician)
12 and (2) limit the class period start date to April 15, 2020, accounting for a prior class action
13 settlement (*Epstein*) that involved the same putative class and the same alleged class action claims
14 as the Action.

15 B. On January 11, 2023, Plaintiff filed her Complaint Under Labor Code Private
16 Attorneys General Act of 2004 for civil penalties under Labor Code Section 2698 *et seq.*, Case No.
17 23STCV00615 (Los Angeles Superior Court), seeking to recover Private Attorneys General Act
18 penalties for Defendants’ alleged: (1) failure to pay minimum wages; (2) failure to pay overtime
19 wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting-time
20 penalties; (6) wage statement violations; (7) failure to timely pay wages; and (8) failure to
21 indemnify.

22 C. Through substantial informal discovery, Defendants provided Plaintiff’s Counsel
23 with, *inter alia*, relevant written policies, a sampling of the payroll and time records for the Class
24 Members, and other relevant statistics, including the total number of Class Members and PAGA
25 Employees, the number of former Class Members and PAGA Employees, the number of
26 workweeks that the Class Members worked during the Class Period, the number of workweeks and
27 pay periods that the PAGA Employees worked during the PAGA period, and the Class Members’
28 average hourly rate of pay.

1 D. On January 23, 2024, the Parties attended private mediation with an experienced
2 mediator, Lynn Frank. The Parties did not resolve the matter at mediation but continued settlement
3 discussions over the following weeks, ultimately reaching a settlement, as provided herein, to settle
4 Plaintiff's claims on a class and representative basis.

5 E. The Parties agreed, for settlement purposes only, to remand the Putative Class
6 Action to state court, with the understanding that, if the settlement is not approved for any reason,
7 the Parties agree that the Putative Class Action shall proceed in federal court. The Parties also
8 agreed that Plaintiff would amend the pleading in the PAGA Action to include the class action
9 claims alleged in the Putative Class Action, as well as the additional theories of liability raised at
10 mediation (*i.e.*, claims for unpaid travel time wages, unpaid wages due to COVID-related
11 screenings, and unreimbursed mileage), and, to the extent necessary, amend her notice to the
12 LWDA to effectuate a full and complete release of the PAGA claims. On August 15, 2024, Plaintiff
13 filed the operative pleading in Los Angeles Superior Court in accordance with the Parties'
14 agreement.

15 F. Defendants expressly deny any liability or wrongdoing of any kind associated with
16 the claims alleged in the Action, dispute the damages and penalties claimed by Plaintiff, and further
17 contend that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class
18 or representative action treatment. Defendants contend, among other things, that, at all times, they
19 have complied with the California Labor Code, California Business & Professions Code and the
20 Industrial Welfare Commission Wage Orders.

21 G. Plaintiff's Counsel conducted an investigation into the facts relevant to the Action,
22 including reviewing documents and information provided by Defendants. Based on their own
23 independent investigation and evaluation, Plaintiff's Counsel are of the opinion that the Settlement
24 with Defendants is fair, reasonable and adequate and in the best interest of the Class Members and
25 PAGA Employees in light of all known facts and circumstances, including the risks of significant
26 delay, defenses asserted by Defendants, uncertainties regarding a class and representative action
27 trial on the merits and numerous potential appellate issues. Although Defendants deny any liability,
28 Defendants agree to this Settlement solely to avoid the cost of further litigation. Accordingly, the

Parties and their counsel desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

III. TERMS OF AGREEMENT

A. Settlement Consideration. Defendants shall be jointly and severally responsible for funding the Gross Settlement Amount. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Enhancement Payment, the Plaintiff's Counsel Award, PAGA Payment, PAGA Settlement Awards, and the Settlement Administration Costs, as specified in this Agreement. In no event shall Defendants be required to pay more than the Gross Settlement Amount, subject to the Escalator Clause as described herein, and except that Defendants shall pay any employer-side taxes due on the Individual Settlement Payments in addition to the Gross Settlement Amount.

B. Escalator Clause. Defendants represented to Plaintiff that there were 489,457 workweeks 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.

C. Release By All Settlement Class Members. As of the Effective Date and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Class Released Claims for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in each case which are the subject matter of the Class Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Class Released Claims,

1 and by virtue of this Agreement, Plaintiff and the Settlement Class Members shall be deemed to
2 have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and
3 forever settled and released all of the Class Released Claims as defined in this Agreement.

4 D. Release By All PAGA Employees. As of the Effective Date and payment by
5 Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer's
6 Taxes necessary to effectuate the Settlement, in exchange for the consideration set forth in this
7 Agreement, Plaintiff and the PAGA Employees release the Released Parties from the PAGA
8 Released Claims for the PAGA Period. Plaintiff and the PAGA Employees may hereafter discover
9 facts or legal arguments in addition to or different from those they now know or currently believe
10 to be true with respect to the claims, causes of action and legal theories of recovery in this case
11 which are the subject matter of the PAGA Released Claims. Regardless, the discovery of new facts
12 or legal arguments shall in no way limit the scope or definition of the PAGA Released Claims, and
13 by virtue of this Agreement, Plaintiff and the PAGA Employees shall be deemed to have, and by
14 operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled
15 and released all of the PAGA Released Claims as defined in this Agreement.

16 E. General Release By Plaintiff. As of the Effective Date, in exchange for the
17 consideration set forth in this Agreement, Plaintiff, for herself and her heirs, successors and assigns,
18 do hereby waive, release, acquit and forever discharge the Released Parties from any and all claims,
19 actions, charges, complaints, grievances and causes of action, of whatever nature, whether known
20 or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement,
21 including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful
22 termination claims, disability claims, benefit claims, public policy claims, retaliation claims,
23 statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,
24 defamation claims, fraud claims, *quantum meruit* claims and any and all claims arising under any
25 federal, state or other governmental statute, law, regulation or ordinance, including, but not limited
26 to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor Code, the
27 Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the
28 Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the

1 Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California
2 Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave
3 Act, California's Whistleblower Protection Act, California Business & Professions Code Section
4 17200 *et seq.* and any and all claims arising under any federal, state or other governmental statute,
5 law, regulation or ordinance. Plaintiff hereby expressly waives and relinquishes any and all claims,
6 rights or benefits that they may have under California Civil Code § 1542, which provides as follows:

7 *A general release does not extend to claims that the creditor or releasing party does not*
8 *know or suspect to exist in his or her favor at the time of executing the release and that,*
9 *if known by him or her, would have materially affected his or her settlement with the*
10 *debtor or released party.*

11 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
12 they now know or believe to exist, but Plaintiff expressly agrees to fully, finally and forever settle
13 and release any and all claims against the Released Parties, known or unknown, suspected or
14 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of
15 this Agreement, including, but not limited to, any and all claims relating to or arising from
16 Plaintiff's employment with Defendants, except the foregoing General Release shall not extend to
17 those rights, as a matter of law, that cannot be waived by Plaintiff, including, but not limited to,
18 workers' compensation claims. The Parties further acknowledge, understand, and agree that this
19 representation and commitment is essential to the Agreement and that this Agreement would not
20 have been entered into were it not for this representation and commitment.

21 F. Certification of the Settlement Class. The Parties stipulate to conditional class
22 certification of the Settlement Class for the Class Period for purposes of settlement only. In the
23 event that this stipulation is not approved by the Court, fails to become effective, or is reversed,
24 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining
25 a complete resolution of the claims as described herein, the conditional class certification (obtained
26 for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any
27 judicial, administrative or arbitral proceeding for any purpose or with respect to any issue,
28 substantive or procedural.

1 G. Nullification of Settlement Agreement. In the event that this Settlement Agreement
2 is not preliminarily or finally approved by the Court, fails to become effective, or is reversed,
3 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining
4 a complete resolution of the claims as described herein:

5 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
6 and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or
7 with respect to any issue, substantive or procedural;

8 2. The conditional class certification (obtained for any purpose) shall be void
9 *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or
10 arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

11 3. The Putative Class Action shall proceed in federal court; and

12 4. None of the Parties to this Settlement will be deemed to have waived any
13 claims, objections, defenses or arguments in the Action, including with respect to the issue of class
14 certification.

15 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
16 effect of the payments called for hereunder, and Settlement Class Members and PAGA Employees
17 are not relying on any statement or representation by the Parties in this regard. Settlement Class
18 Members and PAGA Employees understand and agree that they will be responsible for the payment
19 of any employee taxes and penalties assessed on the Individual Settlement Payments and PAGA
20 Settlement Awards described herein and will hold the Parties free and harmless from and against
21 any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from
22 personal tax treatment of the payments made pursuant to this Agreement, including the treatment
23 of such payments as not subject to withholding or deduction for payroll and employment taxes
24 (except for any obligation of Defendants to pay their share of employer taxes, if any). Defendants'
25 share of any employer payroll taxes and other required employer withholdings due on the Individual
26 Settlement Payments, including, but not limited to, Defendants' FICA and FUTA contributions,
27 shall be paid separate and apart from the Gross Settlement Amount.

1 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the acknowledging party,
3 an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
4 communication or disclosure between or among the Parties or their attorneys and other advisers, is
5 or was intended to be, nor shall any such communication or disclosure constitute or be construed
6 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
7 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
8 her or its own, independent legal and tax counsel for advice (including tax advice) in connection
9 with this Agreement, (b) has not entered into this Agreement based upon the recommendation of
10 any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
11 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
12 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party
13 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
14 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
15 acknowledging party of the tax treatment or tax structure of any transaction, including any
16 transaction contemplated by this Agreement.

17 J. Preliminary Approval Motion. No later than thirty (30) days after full execution of
18 this Agreement, Plaintiff shall file with the Court a Motion for an Order Granting Preliminary
19 Approval and supporting papers, which shall include this Settlement Agreement. Any dispute
20 regarding forms of notices and other documents necessary to implement the Settlement contained
21 in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court. The
22 Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

23 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
24 (a) calculating, processing and mailing the Enhancement Payment and payments to Plaintiff’s
25 Counsel, the LWDA, Settlement Class Members, and PAGA Employees; (b) translating the Notice
26 Packet to Spanish; (c) printing and mailing the Notice Packets to the Class Members and PAGA
27 Employees as directed by the Court; (d) receiving and reporting the objections and requests for
28 exclusion; (e) distributing tax forms to the Settlement Class Members and PAGA Employees; (f)

1 providing declaration(s), as necessary, in support of preliminary and/or final approval of this
2 Settlement; and (g) other tasks as the Parties mutually agree or the Court orders the Settlement
3 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of
4 the performance of all Settlement Administrator responsibilities.

5 L. Settlement Administration.

6 1. Class Data. No later than ten (10) business days after the Preliminary
7 Approval Date, Defendants shall provide the Settlement Administrator with the Class Data for
8 purposes of preparing and mailing Notice Packets to Class Members and PAGA Employees. The
9 Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to
10 Plaintiff's Counsel, Plaintiff, or any third party, or use the Class Data or any information contained
11 therein for any purpose other than to administer this Settlement. Defendant will simultaneously file
12 with the Court a declaration, under penalty of perjury, attesting to: (1) the number of Workweeks
13 worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods; (2)
14 the number of Workweeks in total for all Class Members and Aggrieved Employees during the
15 Class and PAGA Periods; and (3) the method Defendant used to determine the number of
16 Workweeks.

17 2. Notice Packets.

18 a) The Notice Packet shall contain the Notice of Class and
19 Representative Action Settlement in a form substantially similar to the form attached hereto as
20 Exhibit 1. The Notice of Class and Representative Action Settlement shall set forth the material
21 terms of the Settlement, including the release to be given by all PAGA Employees and all members
22 of the Settlement Class who do not request to be excluded from the Settlement Class. The Notice
23 Packet also shall be individualized by including the Compensable Workweeks for both the
24 individual Class Member as well as the entire Class, and the estimated amount of their Individual
25 Settlement Payment. The Notice Packet will also include the number of weeks worked during the
26 PAGA period by both the individual employee and all PAGA Employees, and the estimated amount
27 of their PAGA Settlement Award.

1 b) The Notice Packet's mailing envelope shall include the following
2 language: "IMPORTANT LEGAL DOCUMENT - YOU ARE ENTITLED TO MONEY FROM
3 A CLASS AND REPRESENTATIVE ACTION SETTLEMENT."

4 3. Notice By First Class U.S. Mail.

5 a) Upon receipt of the Class Data, the Settlement Administrator will
6 perform a search based on the National Change of Address Database and/or similar database(s) to
7 update and correct any known or identifiable address changes. The Settlement Administrator shall
8 exercise its best judgment to determine the current mailing address for each Class Member and
9 PAGA Employee. The address identified by the Settlement Administrator as the current mailing
10 address shall be presumed to be the best mailing address for each Class Member and PAGA
11 Employee. In the event more than one address is identified, the Settlement Administrator shall mail
12 to each potentially valid address.

13 b) Within seven (7) calendar days or soon thereafter of receiving the
14 Class Data from Defendants, the Settlement Administrator shall mail the Class Notice in English
15 and Spanish to the Class Members and PAGA Employees via first-class regular U.S. Mail using
16 the most current mailing address information available.

17 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
18 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
19 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
20 Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing,
21 or other search using the name, address and/or Social Security number of the Class Member or
22 PAGA Employee involved, and shall then perform a re-mailing, if another mailing address is
23 identified by the Settlement Administrator. Class Members who received a re-mailed Notice Packet
24 shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

25 5. Disputes Regarding Individual Settlement Payments or PAGA Settlement
26 Awards. Settlement Class Members and PAGA Employees will have the opportunity, should they
27 disagree with Defendants' records regarding the Compensable Workweeks or the number of weeks
28 worked during the PAGA Period stated on the Notice of Class and Representative Action

1 Settlement, to provide documentation and/or an explanation to show contrary Compensable
2 Workweeks or weeks worked during the PAGA Period. If there is a dispute, the Settlement
3 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
4 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual
5 Settlement Payments or PAGA Settlement Awards under the terms of this Agreement. The
6 Settlement Administrator's determination of the eligibility for an amount of any Individual
7 Settlement Payment or PAGA Settlement Award shall be binding upon the Settlement Class
8 Member, the PAGA Employee, and the Parties.

9 6. Disputes Regarding Administration of Settlement. Any disputes not
10 resolved by the Settlement Administrator concerning the administration of the Settlement will be
11 resolved by the Court under the laws of the State of California. Prior to any such involvement of
12 the Court, counsel for the Parties will meet and confer in good faith to resolve the disputes without
13 the necessity of involving the Court.

14 7. Request for Exclusion. The Notice of Class and Representative Action
15 Settlement contained in the Notice Packet shall state that Class Members who wish to exclude
16 themselves from the Settlement must submit to the Settlement Administrator a signed, written
17 statement requesting exclusion from the Settlement. The written statement must contain the Class
18 Member's name, address, and telephone number. The Request for Exclusion will not be valid if it
19 is not timely submitted by the Response Deadline and received by the Settlement Administrator.
20 The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the
21 exclusive means used to determine whether the Request for Exclusion was timely submitted. Any
22 Class Member who requests to be excluded from the Settlement Class will not be entitled to receive
23 an Individual Settlement Payment and will not be bound by the terms of the Settlement or have any
24 right to object, appeal or comment thereon. Notwithstanding a timely Request for Exclusion, Class
25 Members are still deemed PAGA Employees for purposes of this Settlement and shall receive a
26 PAGA Settlement Award and be bound by the PAGA Released Claims. Class Members who fail
27 to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall
28 be bound by all terms of the Settlement and any final judgment entered in this Action if the

1 Settlement is approved by the Court. No later than five (5) calendar days after the Response
2 Deadline, the Settlement Administrator shall provide counsel for the Parties with the final number
3 of Class Members who have timely submitted Requests for Exclusion. At no time shall any of the
4 Parties or their counsel seek to solicit or otherwise encourage Plaintiff or members of the Class to
5 submit Requests for Exclusion from the Settlement.

6 M. Objections. All written objections and supporting papers (“Notice of Objection”)
7 must be signed by the Settlement Class Member, or an attorney representing the Settlement Class
8 Member, and state: (a) the full name of the Settlement Class Member; (b) the dates of employment
9 of the Settlement Class Member; (c) the last four digits of the Settlement Class Member’s Social
10 Security number and/or the Employee ID number; (d) a statement of the Settlement Class Member’s
11 objections, and (e) the name of the case and case number, *Gamarro v. Walgreen Pharmacy Services*
12 *Midwest, LLC, et al. - Case No. 23STCV00615*. The Notice of Objection must be filed or
13 postmarked on or before the Response Deadline. Settlement Class Members may also orally object
14 to the Settlement without first providing a written objection to the Settlement Administrator.
15 Settlement Class Members may, but are not required to, appear at the Final Approval/Settlement
16 Fairness Hearing in order to have their objections heard by the Court. At no time shall any of the
17 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or
18 serve written objections to the Settlement or appeal from the Order and Final Judgment. Class
19 Members who submit a Request for Exclusion are not entitled to object to the Settlement.

20 N. Funding and Allocation of the Gross Settlement Amount. Defendants agree to fund
21 the Gross Settlement Amount no later than sixty (60) calendar days after: (1) the Court enters an
22 Order Granting Final Approval of Class Action Settlement; and (2) the Effective Date, whichever
23 is later. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
24 necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the
25 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-
26 bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for
27 distribution in accordance with this Agreement and the Court’s Orders and subject to the conditions
28 described herein.

O. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein.

a) Calculation of Individual Settlement Payments. Using the Class Data, the Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members by adding the number of Compensable Workweeks for each Settlement Class Member during the Class Period. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

b) Allocation. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: (i) 20% of the amount distributed to each Class Member will be considered wages, and will be reported as such to each Class Member on a W-2 Form; (ii) 40% of the amount distributed to each Class Member will be considered interest on the unpaid wages, and will be reported as such to each Class Member on an IRS Form 1099; and (iii) 40% of the amount distributed to each Class Member will be considered statutory penalties, and will be reported as such to each Class Member on an IRS Form 1099. Defendants' portion of the payroll taxes are not part of the Settlement Fund and shall be paid by Defendants separately.

1. PAGA Settlement. Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) of the Gross Settlement Amount will be allocated to resolving the PAGA Claims ("PAGA Settlement Amount"). Seventy-five percent (75%) of the PAGA Settlement Amount will be paid to the LWDA and twenty-five percent (25%) will be paid to PAGA Employees. Each PAGA Employee's PAGA Settlement Award will be determined by dividing his or her total Compensable Workweeks during the PAGA Period by the total Compensable Workweeks worked by all PAGA Employees during the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Settlement Amount to arrive at the PAGA Employee's PAGA Settlement Award. These payments to PAGA Employees shall be allocated as 100% penalties and shall be reported on an IRS Form 1099 to each PAGA Employee on an IRS Form 1099 to be issued by the Settlement

1 Administrator. PAGA Employees will be responsible for paying any personal income taxes owed
2 on the amounts they receive. PAGA Employees shall have no right to opt out of or not participate
3 in the PAGA Settlement. If the Settlement is not approved, in whole or in part, because the Court
4 determines that the PAGA Settlement Amount should increase, the portion of the Gross Settlement
5 Amount allocated for payment to the Class Members shall be decreased to account for any increase
6 required for the PAGA Settlement Amount such that the total Gross Settlement Amount does not
7 exceed \$6,800,000.00.

8 2. Mailing. Individual Settlement Payments and PAGA Settlement Awards
9 shall be mailed by regular First Class U.S. Mail to Settlement Class Members' and PAGA
10 Employees' last known mailing address no later than fourteen (14) calendar days after the
11 Settlement Administrator receives the Gross Settlement Amount from Defendants.

12 3. Expiration. Any checks issued to Settlement Class Members and PAGA
13 Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date
14 of their issuance. If a Settlement Class Member or PAGA Employee does not cash his or her
15 settlement check within 180 days, the uncashed funds, subject to Court approval, shall be
16 transmitted to the State Controller's Unclaimed Property Fund in the name of the Class Member
17 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
18 Procedure Section 384, subd. (b).

19 4. Enhancement Payment. Defendants agree not to oppose or object to any
20 application or motion by Plaintiff for an Enhancement Payment of up to Ten Thousand Dollars and
21 Zero Cents (\$10,000.00) to Plaintiff. The Enhancement Payment is in exchange for the General
22 Release and for Plaintiff's time, effort and risk in bringing and prosecuting the Action. The
23 Settlement Administrator shall pay the Enhancement Payment to Plaintiff from the Gross
24 Settlement Amount no later than fourteen (14) calendar days after the Settlement Administrator
25 receives the Gross Settlement Amount from Defendants. Any portion of the requested
26 Enhancement Payments that are not awarded to the Plaintiff shall be part of the Net Settlement
27 Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The
28 Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for their Enhancement

1 Payments. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on
2 her Enhancement Payment and shall hold harmless Defendants from any claim or liability for taxes,
3 penalties or interest arising as a result of the Enhancement Payment. The Enhancement Payment
4 shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member
5 and PAGA Settlement Award as a PAGA Employee. In the event that the Court reduces or does
6 not approve the requested Enhancement Payment, Plaintiff shall not have the right to revoke the
7 Settlement on that basis, and it will remain binding.

8 5. Plaintiff's Counsel Award. Defendants agree not to oppose or object to any
9 application or motion by Plaintiff's Counsel for attorneys' fees in an amount up to thirty-three and
10 one-third percent (33.333%) of the Gross Settlement Amount, subject to the Escalator Clause as
11 described herein, and actual litigation costs, supported by a declaration. Additionally, Defendants
12 shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's Counsel shall not seek or
13 receive an amount in excess of Forty Thousand Dollars and Zero Cents (\$40,000.00), for all past
14 and future litigation costs and expenses necessary to prosecute, settle and administer the Action as
15 supported by a declaration from Plaintiff's Counsel. The Parties agree that any and all claims for
16 reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff,
17 Settlement Class Members, nor Plaintiff's Counsel shall seek payment of attorneys' fees or
18 reimbursement of costs/expenses from Defendants except as set forth in this Agreement. Any
19 portion of the requested Plaintiff's Counsel Award that is not awarded to Plaintiff's Counsel shall
20 be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as
21 provided in this Agreement. The Settlement Administrator shall pay the Plaintiff's Counsel Award
22 to Plaintiff's Counsel from the Gross Settlement Amount no later than fourteen (14) calendar days
23 after the Settlement Administrator receives the Gross Settlement Amount from Defendants.
24 Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the
25 payments made pursuant to this paragraph. The Settlement Administrator shall issue IRS Form
26 1099-MISCs to Plaintiff's Counsel for the payments made pursuant to this paragraph. In the event
27 that the Court reduces or does not approve the requested Plaintiff's Counsel Award, Plaintiff and
28

1 Plaintiff's Counsel shall not have the right to revoke the Settlement on that basis, and it will remain
2 binding.

3 6. PAGA Payment. The Settlement Administrator shall pay seventy-five
4 percent (75%) of the PAGA Settlement Amount, or One Hundred Fifty Thousand Dollars and Zero
5 Cents (\$150,000.00) ("PAGA Payment"), to the California Labor and Workforce Development
6 Agency ("LWDA") no later than fourteen (14) calendar days after the Settlement Administrator
7 receives the Gross Settlement Amount from Defendants. Twenty-five percent (25%), or Fifty
8 Thousand Dollars and Zero Cents (\$50,000.00), will be distributed to PAGA Employees as
9 described in this Agreement.

10 7. Settlement Administration Costs. The Settlement Administrator shall be
11 paid for the costs of administration of the Settlement from the Gross Settlement Amount. The
12 estimate of the Settlement Administration Costs is not to exceed \$37,950.00. The Settlement
13 Administrator shall be paid the Settlement Administration Costs no later than thirty (30) calendar
14 days after the Settlement Administrator receives the Gross Settlement Amount from Defendants.

15 P. Government Actions Affecting Settlement. If any administrative proceeding or
16 action is commenced on or before a date that is one (1) year from the Preliminary Approval Date
17 by any federal, state or local government authority, including, without limitation, the U.S.
18 Department of Labor or the California Division of Labor Standards Enforcement, in a *parens*
19 *patriae* or other function asserting the Released Claims, Plaintiff and Plaintiff's Counsel will sign
20 an appropriate declaration at the request of Defendants supporting the Settlement and asserting that,
21 in the Parties' opinion, the governmental action is within the scope of this Stipulation, the Action
22 and the Final Judgment.

23 Q. Final Approval Motion. Following the expiration of the Response Deadline, Plaintiff
24 shall file with the Court a Motion for an Order Granting Final Approval and Entering Judgment,
25 which motion shall request final approval of the Settlement and the amounts payable for the
26 Enhancement Payment, the Plaintiff's Counsel Award, the PAGA Payment, and the Settlement
27 Administration Costs.

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1 1. Declaration by Settlement Administrator. The Settlement Administrator
2 shall submit a declaration in support of Plaintiff's Motion for an Order Granting Final Approval
3 and Entering Judgment detailing: (a) the number of Notice Packets mailed and re-mailed to Class
4 Members; (b) the number of undeliverable Notice Packets; (c) the number of timely Requests for
5 Exclusion; (d) the number of timely objections received; (e) the amount of the average and highest
6 Individual Settlement Payment; (f) the Settlement Administration Costs; and (g) any other
7 information as the Parties mutually agree or the Court orders the Settlement Administrator to
8 provide.

9 2. Final Approval Order and Judgment. The Parties shall present a Judgment
10 and Order Granting Final Approval of Class Action Settlement to the Court for its approval. The
11 Final Judgment shall, among other things:

12 (a) Find that the Court has personal jurisdiction over all Class Members and
13 PAGA Employees and that the Court has subject matter jurisdiction to approve this Stipulation and
14 all exhibits thereto;

15 (b) Approve this Stipulation and the proposed Settlement as fair, reasonable and
16 adequate, consistent and in compliance with all applicable requirements of the applicable rules of
17 civil procedure, the California and United States Constitutions (including the Due Process Clauses),
18 and any other applicable law, and in the best interests of each of the Parties and the Class Members;
19 direct the Parties and their counsel to implement this Stipulation according to its terms and
20 provisions; and declare this Stipulation to be binding on Plaintiff and all other Class Members,
21 except those who timely and properly filed Requests for Exclusion, as well as their heirs, executors
22 and administrators, successors and assigns;

23 (c) Certify the Settlement Class for settlement purposes only, and find that an
24 ascertainable class exists and a well-defined community of interest exists in the questions of law
25 and fact involved because in the context of the Settlement: (i) there are questions of law and fact
26 common to the Class Members which, as to the Settlement and all related matters, predominate
27 over any individual questions; (ii) the claims of Plaintiff are typical of the claims of the Class
28 Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and

1 Plaintiff's Counsel have fairly and adequately represented and protected the interests of the Class
2 Members;

3 (d) Find that the Notice and notice methodology implemented pursuant to this
4 Stipulation: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
5 calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their
6 right to object to or exclude themselves from the proposed Settlement and their right to appear at
7 the Final Approval/Settlement Fairness Hearing; (iii) were reasonable and constituted due, adequate
8 and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
9 requirements of the applicable rules of civil procedure, the California and United States
10 Constitutions (including the Due Process Clauses), and any other applicable law;

11 (e) Find that Plaintiff's Counsel adequately represented the Class for purposes
12 of entering into and implementing the Settlement;

13 (f) Incorporate the Class Released Claims and PAGA Released Claims set forth
14 in this Agreement, make the Class Released Claims and PAGA Released Claims effective as of the
15 Effective Date and forever discharge the Released Parties from any claims or liabilities arising from
16 or related to the Action as provided for herein;

17 (g) Permanently bar and enjoin Plaintiff, Class Members who have not been
18 timely and properly excluded from the Settlement Class, PAGA Employees, and any person acting
19 on their behalf, from filing, commencing, prosecuting, intervening in, participating in (as class
20 members, aggrieved employees, or otherwise) or receiving any benefits or other relief from, any
21 other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other
22 proceeding or order in any jurisdiction based on the Class Released Claims or PAGA Released
23 Claims;

24 (h) Authorize the Parties, without further approval from the Court, to agree to
25 and to adopt such amendments, modifications and expansions of this Agreement and all exhibits
26 attached hereto as: (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Class
27 Members or PAGA Employees under the Agreement;

1 (i) Without affecting the finality of the Final Judgment, the Court shall retain
2 continuing jurisdiction over the Action, the Parties and the Class, as well as the administration and
3 enforcement of the Settlement. Any disputes or controversies arising with respect to the
4 interpretation, consummation, enforcement or implementation of the Settlement shall be presented
5 by motion to the Court; provided however, that nothing in this part shall restrict the ability of the
6 Parties to exercise their rights under Section Q.2.a through Q.2.h, above.

7 R. Option to Terminate Settlement.

8 1. Defendants' Right to Terminate. If, after the Response Deadline, the total
9 number of Class Members who submitted timely and valid Requests for Exclusion from the
10 Settlement is more than five percent (5%) of all Class Members, Defendants shall have, in their
11 sole discretion, the option to terminate this Settlement. If Defendants exercise the option to
12 terminate this Settlement, Defendants shall: (a) provide written notice to Plaintiff's Counsel within
13 seven (7) calendar days after the Response Deadline; and (b) pay all Settlement Administration
14 Costs incurred up to the date and/or as a result of the termination. Upon execution of the right to
15 terminate by Defendant, the Parties shall proceed in all other respects as if this Agreement had not
16 been executed.

17 S. Motions for Preliminary and Final Approval. Plaintiff's Counsel will provide an
18 opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval
19 at least three (3) court days prior to filing with the Court. The Parties and their counsel will
20 cooperate with each other and use their best efforts to affect the Court's approval of the Motions
21 for Preliminary and Final Approval of the Settlement.

22 T. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under
23 the Settlement will modify any previously credited hours or service under any employee benefit
24 plan, policy or bonus program sponsored by Defendants. Such amounts will not form the basis for
25 additional contributions to, benefits under, or any other monetary entitlement under Defendants-
26 sponsored benefit plans, policies or bonus programs. The payments made under the terms of this
27 Stipulation shall not be applied retroactively, currently or on a going forward basis, as salary,
28 earnings, wages or any other form of compensation for the purposes of Defendants' benefit plans,

1 policies or bonus programs. Defendants retain the right to modify the language of their benefit
2 plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid
3 pursuant to this Settlement are not for “hours worked,” “hours paid,” “hours of service,” or any
4 similar measuring term as defined by applicable plans, policies and bonus programs for purposes
5 of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
6 benefits are not required by this Settlement.

7 U. Notices. Unless otherwise specifically provided herein, all notices, demands, or
8 other communications given hereunder shall be in writing and shall be deemed to have been duly
9 given as of the third (3rd) business day after mailing by United States certified mail, return receipt
10 requested, or the next business day after emailing, addressed as follows:

11 To Plaintiff, the Class, and PAGA Employees:

12 **BIBIYAN LAW GROUP, P.C.**

13 David D. Bibiyan
14 Jeffrey D. Klein
15 Vedang J. Patel
16 1460 Westwood Boulevard
17 Los Angeles, California 90024
18 Tel: (310) 438-5555
19 Fax: (310) 300-1705
20 david@tomorrowlaw.com
21 jeff@tomorrowlaw.com
22 sarah@tomorrowlaw.com

23 To Defendants:

24 **BRYAN CAVE LEIGHTON PAISNER LLP**

25 Allison C. Eckstrom
26 Daria Dub Carlson
27 1920 Main Street, Suite 1000
28 Irvine, California 92614-7276
Tel: (949) 223-7000
Fax: (949) 223-7100
allison.eckstrom@bclplaw.com
daria.carlson@bclplaw.com

V. Cooperation. The Parties and their counsel will cooperate with each other and use
their best efforts to affect the implementation of the Settlement.

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1 W. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, pending the Final
3 Approval/Settlement Fairness Hearing to be conducted by the Court.

4 X. Admissibility of Agreement. This Agreement shall not be admissible in any
5 proceeding for any purpose, except to enforce it according to its terms.

6 Y. Amendment or Modification. This Agreement may be amended or modified only
7 by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 Z. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
9 Agreement among these Parties, and no oral or written representations, warranties or inducements
10 have been made to any Party concerning this Agreement or its Exhibits other than the
11 representations, warranties and covenants contained and memorialized in the Agreement and its
12 Exhibits.

13 AA. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
16 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
17 effectuate the terms of this Agreement. The persons signing this Agreement on behalf of
18 Defendants represent and warrant that they are authorized to sign this Agreement on behalf of
19 Defendants. Plaintiff represents and warrants that she is authorized to sign this Agreement and that
20 they each have not assigned any claim, or part of a claim, covered by this Settlement to a third-
21 party.

22 BB. Binding on Successors and Assigns. This Agreement shall be binding upon, and
23 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

24 CC. California Law Governs. All terms of this Agreement and the Exhibits hereto and
25 any disputes arising hereunder shall be governed by and interpreted according to the laws of the
26 State of California.

27 DD. Counterparts. This Agreement may be executed in one or more counterparts and
28 may be executed electronically through DocuSign or VineSign signatures. All executed

1 counterparts and each of them shall be deemed to be one and the same instrument provided that
2 counsel for the Parties to this Agreement shall exchange among themselves copies or originals of
3 the signed counterparts.

4 EE. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
5 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
6 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
7 and potential.

8 FF. Jurisdiction of the Court. The Parties agree that, pursuant to California Code of Civil
9 Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation,
10 implementation and enforcement of the terms of this Agreement and all orders and judgments
11 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
12 of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in
13 this Agreement and all orders and judgments entered in connection therewith. To the extent any
14 Party seeks to enforce any of the terms of this Agreement, the prevailing party in any such
15 enforcement action shall be entitled to seek its attorneys' fees and costs incurred therewith.

16 GG. Invalidity of Any Provision. Before declaring any provision of this Agreement
17 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
18 consistent with applicable precedents so as to define all provisions of this Agreement valid and
19 enforceable.

20 HH. Publicity. Defendants may disclose the terms and contents of the Settlement, as
21 required under its contractual and legal obligations. Plaintiff and Plaintiff's Counsel agree not to
22 issue press releases, communicate with, or respond to any media or publication entities, publish
23 information in manner or form, whether printed or electronic, on any medium or otherwise
24 communicate, whether by print, video, recording or any other medium, with any person or entity
25 concerning the Settlement, including the fact of the Settlement, its terms or contents and the
26 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
27 terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Plaintiff's Counsel
28 from discussing the Settlement, the fact of Settlement, and its terms and conditions with Class

1 Members or PAGA Employees, or from filing all necessary motions and supporting memoranda
2 related to preliminary and final approval of the Settlement. Plaintiff's Counsel and counsel for
3 Defendants shall not place notice of the Settlement on their respective websites except to that
4 Plaintiff's Counsel may post a statement on its website that they "obtained a settlement of \$6.8
5 million for employees." This provision does not limit Plaintiff's Counsel from complying with
6 ethical obligations or from posting court-filed documents on their website without commentary for
7 viewing by Class Members and PAGA Employees.

8 II. No Unalleged Claims. Plaintiff and Plaintiff's Counsel represent that they do not
9 currently intend to pursue any unalleged claims against Defendants, including, but not limited to,
10 any and all claims relating to or arising from Plaintiff's employment with Defendants, and that
11 Plaintiff's Counsel is not currently aware of any facts or legal theories upon which any claims or
12 causes of action could be brought against Defendants. The Parties further acknowledge, understand,
13 and agree that this representation is essential to the Agreement and that this Agreement would not
14 have been entered into were it not for this representation.

15 JJ. Enforcement Actions. Notwithstanding any other provision in this Agreement to the
16 contrary, in the event that one or more of the Parties institute any legal action or other proceeding
17 against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
18 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover
19 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
20 fees incurred, in connection with any enforcement actions.

21 KK. Waiver of Certain Appeals. With the exception of the Enhancement Payments and
22 Plaintiff's Counsel Award, the Parties agree to waive any and all rights to appeal, this waiver being
23 contingent upon the Court entering the Final Judgment. This waiver includes waiver of all rights
24 to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions
25 for relief from judgment and motions to amend or alter the judgment.

26 LL. No Admissions. Plaintiff have claimed and continue to claim that the Class Released
27 Claims and PAGA Released Claims have merit and give rise to liability on the part of Defendants.
28 Defendants have claimed and continue to claim that the Class Released Claims and PAGA Released


1 Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed
2 claims. Nothing contained in this Agreement and no documents referred to herein and no action
3 taken to carry out this Agreement may be construed or used as an admission by or against the
4 Defendants or Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the claims asserted.

5 MM. Use of All Documents Produced by Defendant. Plaintiff and Plaintiff's Counsel
6 agree that all confidential documents and electronic information produced by Defendants in
7 connection with the mediation, other settlement negotiations, or in connection with the Settlement,
8 may be used only with respect to this Settlement, and no other purpose, and may not be used in any
9 way that violates any existing contractual agreement, statute, or rule of court.

10 **IT IS SO AGREED:**

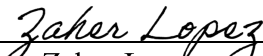
11
12 Dated: 08/21/2024, 2024

PLAINTIFF

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14 By: 
anita gamarro (Aug 21, 2024 16:18 PDT)
ANITA GAMARRO

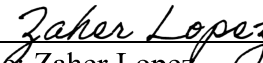
15 Dated: 8/26/24, 2024

DEFENDANT WALGREEN CO.

16
17 By: 
18 Name: Zaher Lopez
Title: Senior Counsel, Employment Law

19 Dated: 8/26/24, 2024

**DEFENDANT WALGREEN PHARMACY
SERVICES MIDWEST, LLC**

20
21 By: 
22 Name: Zaher Lopez
23 Title: Senior Counsel, Employment Law
24
25
26
27
28

1 **AGREED AS TO FORM:**

2

3

Dated: August 21, 2024

BIBIYAN LAW GROUP, P.C.

4

By: Vedang J. Patel

5

David D. Bibiyan

6

Jeffrey D. Klein

7

Vedang J. Patel

Attorneys for Anita Gamarro

8

Dated: August 26, 2024

BRYAN CAVE LEIGHTON PAISNER LLP

9

By: 

10

Allison C. Eckstrom

11

Daria Dub Carlson

12

Attorneys for Defendants Walgreen Co. and

13

Walgreen Pharmacy Services Midwest, LLC

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