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Attorneys for Plaintiff, ANITA GAMARRO,
on behalf of herself and all others similarly situated
and aggrieved

FILED
Superior Court of California
County of Los Angeles

08/26/2025

David W. Slayton, Executive Officer / Clerk of Court

By: B. Colacho Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

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 in
Dept. 71]

~~PROPOSED~~ JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ Joint Stipulation of Class and Representative Action Settlement and
7 Release of Claims (“Settlement,” “Agreement” or “Settlement Agreement”). All terms used herein
8 shall have the same meaning as defined in the Settlement Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means
10 anyone who was employed by Walgreen Pharmacy Services Midwest, LLC, and Walgreen Co.
11 (collectively, “Defendants”), as a non-exempt pharmacy technician at any of their pharmacy
12 locations in the State of California at any time during the period from April 15, 2020, through April
13 20, 2024 (“Class Period”).

14 3. “PAGA Employees” means anyone who was employed by Defendants, as a non-exempt
15 pharmacy technician at any of their pharmacy locations in the State of California at any time during
16 the period from August 10, 2021, through April 20, 2024 (“PAGA Period”).

17 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
18 objected to the Settlement.

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

27 6. Individual Settlement Payments and PAGA Settlement Awards shall be mailed by
28 regular First Class U.S. Mail to Settlement Class Members’ and PAGA Employees’ last known

1 mailing address no later than fourteen (14) calendar days after the Settlement Administrator receives
2 the Gross Settlement Amount from Defendants. The Settlement Administrator shall pay the
3 Enhancement Payment to Plaintiff from the Gross Settlement Amount no later than fourteen (14)
4 calendar days after the Settlement Administrator receives the Gross Settlement Amount from
5 Defendants. The Settlement Administrator shall pay the Plaintiff's Counsel Award to Plaintiff's
6 Counsel from the Gross Settlement Amount no later than fourteen (14) calendar days after the
7 Settlement Administrator receives the Gross Settlement Amount from Defendants. The Settlement
8 Administrator shall pay seventy-five percent (75%) of the PAGA Settlement Amount, or One
9 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) ("PAGA Payment"), to the
10 California Labor and Workforce Development Agency ("LWDA") no later than fourteen (14)
11 calendar days after the Settlement Administrator receives the Gross Settlement Amount from
12 Defendants. The Settlement Administrator shall be paid the Settlement Administration Costs no
13 later than thirty (30) calendar days after the Settlement Administrator receives the Gross Settlement
14 Amount from Defendants.

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

21 8. As of the Effective Date and payment by Defendants to the Settlement Administrator of
22 the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, in
23 exchange for the consideration set forth in the Agreement, Plaintiff and the Settlement Class
24 Members release the Released Parties from the Class Released Claims for the Class Period. "Class
25 Released Claims" means any and all claims, debts, liabilities, demands, obligations, penalties,
26 guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind
27 or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably
28 could have been alleged based on the same facts, theories of liability, and claims alleged in the

1 Action, including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime
2 wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure
3 to timely pay wages during employment; (6) failure to timely pay wages owed upon separation from
4 employment; (7) knowing and intentional failure to comply with itemized wage statement
5 provisions; (8) violation of the Unfair Competition Law; and (9) failure to reimburse for business
6 expenses. This release shall include, without limitation, claims that were raised, or that reasonably
7 could have been raised based on the same facts, theories of liability, and claims alleged in the Action
8 under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§
9 200-205.5, 210, 218.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 245-249, 432, 510, 512, 558,
10 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5 1199, 2802, 2810.3, 6400-
11 6409.6, and/or 6432 based on alleged violations of these Labor Code provisions (collectively, the
12 “Class Released Claims”). The period of the Class Released Claims shall be the Class Period. The
13 Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.
14 The definition of Class Released Claims shall not be limited in any way by the possibility that
15 Plaintiff or Settlement Class Members may discover new facts or legal theories or legal arguments
16 not alleged in the operative pleading in the Action but which might serve as an alternative basis for
17 pursuing the same claims, causes of action or legal theories of relief falling within the definition of
18 Class Released Claims. Plaintiff and the Settlement Class Members may hereafter discover facts or
19 legal arguments in addition to or different from those they now know or currently believe to be true
20 with respect to the claims, causes of action and legal theories of recovery in each case which are the
21 subject matter of the Class Released Claims. Regardless, the discovery of new facts or legal
22 arguments shall in no way limit the scope or definition of the Class Released Claims, and by virtue
23 of the Agreement, Plaintiff and the Settlement Class Members shall be deemed to have, and by
24 operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled
25 and released all of the Class Released Claims as defined in the Agreement.

26 9. As of the Effective Date and payment by Defendants to the Settlement Administrator of
27 the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, in
28 exchange for the consideration set forth in the Agreement, Plaintiff and the PAGA Employees

1 release the Released Parties from the PAGA Released Claims for the PAGA Period. “PAGA
2 Released Claims” means all PAGA Claims that are alleged or that reasonably could have been
3 alleged based on the same facts and theories of liability alleged in the Action, including, but not
4 limited to claims for penalties pursuant to PAGA due to Defendants’ alleged: (1) failure to pay
5 minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure
6 to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure
7 to timely pay wages owed upon separation from employment; (7) knowing and intentional failure
8 to comply with itemized wage statement provisions; and (8) failure to reimburse for business
9 expenses. This release shall include, without limitation, claims for penalties pursuant to PAGA that
10 were raised, or that reasonably could have been raised based on the same facts and theories of
11 liability alleged in the Action, under the applicable Wage Orders and California Labor Code
12 provisions, including Labor Code §§ 200-205.5, 210, 218.5, 226, 226.2, 226.3, 226.7, 227.3, 232,
13 232.5, 245-249, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5,
14 1198, 1198.5 1199, 2802, 2810.3, 6400-6409.6, and/or 6432, based on alleged violations of these
15 Labor Code provisions (collectively, the “PAGA Released Claims”). The period of the PAGA
16 Released Claims shall be the PAGA Period. The Parties agree that the judgment, and release of
17 claims provided herein, shall have *res judicata* effect. The definition of PAGA Released Claims
18 shall not be limited in any way by the possibility that Plaintiff or PAGA Employees may discover
19 new facts or legal theories or legal arguments not alleged in the operative pleading in the Action but
20 which might serve as an alternative basis for pursuing the same claims, causes of action or legal
21 theories of relief falling within the definition of PAGA Released Claims. Plaintiff and the PAGA
22 Employees may hereafter discover facts or legal arguments in addition to or different from those
23 they now know or currently believe to be true with respect to the claims, causes of action and legal
24 theories of recovery in this case which are the subject matter of the PAGA Released Claims.
25 Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or
26 definition of the PAGA Released Claims, and by virtue of the Agreement, Plaintiff and the PAGA
27 Employees shall be deemed to have, and by operation of the final judgment approved by the Court,

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1 shall have, fully, finally, and forever settled and released all of the PAGA Released Claims as
2 defined in the Agreement.


3 10. The "Released Parties" shall include: Defendants and their current and former parents,
4 subsidiaries, predecessors or successors, holding companies, affiliated companies or entities,
5 including owners, shareholders, members, partners, officers, directors, managers, employees and
6 agents.

7 11. This document shall constitute a Judgment for purposes of California Rules of Court,
8 Rule 3.769(h).

9 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

10 Dated: _____ August 26, 2025



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12 Judge of the Superior Court
13 Daniel M. Crowley / Judge
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