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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. Colocho 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~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

1 This matter having come before the Court on August 26, 2025 for a final approval hearing
2 pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the Joint Stipulation of
4 Class and Representative Action Settlement and Release of Claims (“Settlement,” “Agreement” or
5 “Settlement Agreement”) submitted in support of the Motion for Preliminary Approval of Class and
6 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only;
7 and due and adequate notice having been given to the Class Members as required in the Preliminary
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
19 “Settlement Class Members” or “Class Members”): anyone who was employed by Walgreen
20 Pharmacy Services Midwest, LLC, and Walgreen Co. (collectively, “Defendants”), as a non-exempt
21 pharmacy technician at any of their pharmacy locations in the State of California at any time during
22 the period from April 15, 2020, through April 20, 2024 (“Class Period”).

23 5. “Plaintiff” refers to Anita Gamarro, the named Plaintiff in the Action.

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

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1 7. “Effective Date” means: the date on which the time for appeal of the Final Judgment
2 and Order Granting Final Approval of Class and PAGA Action Settlement expires; or, if an appeal
3 is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final
4 Approval of Class and PAGA Action Settlement.

5 8. As of the Effective Date and payment by Defendants to the Settlement Administrator of
6 the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, in
7 exchange for the consideration set forth in the Agreement, Plaintiff and the Settlement Class
8 Members release the Released Parties from the Class Released Claims for the Class Period. “Class
9 Released Claims” means any and all claims, debts, liabilities, demands, obligations, penalties,
10 guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind
11 or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably
12 could have been alleged based on the same facts, theories of liability, and claims alleged in the
13 Action, including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime
14 wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure
15 to timely pay wages during employment; (6) failure to timely pay wages owed upon separation from
16 employment; (7) knowing and intentional failure to comply with itemized wage statement
17 provisions; (8) violation of the Unfair Competition Law; and (9) failure to reimburse for business
18 expenses. This release shall include, without limitation, claims that were raised, or that reasonably
19 could have been raised based on the same facts, theories of liability, and claims alleged in the Action
20 under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§
21 200-205.5, 210, 218.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 245-249, 432, 510, 512, 558,
22 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5 1199, 2802, 2810.3, 6400-
23 6409.6, and/or 6432 based on alleged violations of these Labor Code provisions (collectively, the
24 “Class Released Claims”). The period of the Class Released Claims shall be the Class Period. The
25 Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.
26 The definition of Class Released Claims shall not be limited in any way by the possibility that
27 Plaintiff or Settlement Class Members may discover new facts or legal theories or legal arguments
28 not alleged in the operative pleading in the Action but which might serve as an alternative basis for

1 pursuing the same claims, causes of action or legal theories of relief falling within the definition of
2 Class Released Claims. Plaintiff and the Settlement Class Members may hereafter discover facts or
3 legal arguments in addition to or different from those they now know or currently believe to be true
4 with respect to the claims, causes of action and legal theories of recovery in each case which are the
5 subject matter of the Class Released Claims. Regardless, the discovery of new facts or legal
6 arguments shall in no way limit the scope or definition of the Class Released Claims, and by virtue
7 of the Agreement, Plaintiff and the Settlement Class Members shall be deemed to have, and by
8 operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled
9 and released all of the Class Released Claims as defined in the Agreement.

10 9. As of the Effective Date and payment by Defendants to the Settlement Administrator of
11 the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, in
12 exchange for the consideration set forth in the Agreement, Plaintiff and the PAGA Employees
13 release the Released Parties from the PAGA Released Claims for the PAGA Period. "PAGA
14 Released Claims" means all PAGA Claims that are alleged or that reasonably could have been
15 alleged based on the same facts and theories of liability alleged in the Action, including, but not
16 limited to claims for penalties pursuant to PAGA due to Defendants' alleged: (1) failure to pay
17 minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure
18 to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure
19 to timely pay wages owed upon separation from employment; (7) knowing and intentional failure
20 to comply with itemized wage statement provisions; and (8) failure to reimburse for business
21 expenses. This release shall include, without limitation, claims for penalties pursuant to PAGA that
22 were raised, or that reasonably could have been raised based on the same facts and theories of
23 liability alleged in the Action, under the applicable Wage Orders and California Labor Code
24 provisions, including Labor Code §§ 200-205.5, 210, 218.5, 226, 226.2, 226.3, 226.7, 227.3, 232,
25 232.5, 245-249, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5,
26 1198, 1198.5 1199, 2802, 2810.3, 6400-6409.6, and/or 6432, based on alleged violations of these
27 Labor Code provisions (collectively, the "PAGA Released Claims"). The period of the PAGA
28 Released Claims shall be the PAGA Period. The Parties agree that the judgment, and release of

1 claims provided herein, shall have *res judicata* effect. The definition of PAGA Released Claims
2 shall not be limited in any way by the possibility that Plaintiff or PAGA Employees may discover
3 new facts or legal theories or legal arguments not alleged in the operative pleading in the Action but
4 which might serve as an alternative basis for pursuing the same claims, causes of action or legal
5 theories of relief falling within the definition of PAGA Released Claims. Plaintiff and the PAGA
6 Employees may hereafter discover facts or legal arguments in addition to or different from those
7 they now know or currently believe to be true with respect to the claims, causes of action and legal
8 theories of recovery in this case which are the subject matter of the PAGA Released Claims.
9 Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or
10 definition of the PAGA Released Claims, and by virtue of the Agreement, Plaintiff and the PAGA
11 Employees shall be deemed to have, and by operation of the final judgment approved by the Court,
12 shall have, fully, finally, and forever settled and released all of the PAGA Released Claims as
13 defined in the Agreement.

14 10. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
15 Approval Hearing (“Notice Packet”) directed to the Class Members as set forth in the Settlement
16 Agreement and the other matters set forth herein have been completed in conformity with the
17 Preliminary Approval Order, including individual notice to all Class Members who could be
18 identified through reasonable effort, and was the best notice practicable under the circumstances.
19 This Notice Packet provided due and adequate notice of the proceedings and of the matters set forth
20 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
21 entitled to such Notice Packet, and the Notice Packet fully satisfied the requirement of due process.

22 11. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
23 objected to the Settlement.

24 12. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
25 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
26 settlement under California law, including the provisions of Code of Civil Procedure section 382
27 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
28 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

1 13. This Court hereby approves the settlement set forth in the Settlement Agreement and
2 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
3 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
4 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
5 that the Parties have conducted extensive and costly investigation and research, and counsel for the
6 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
7 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
8 be presented by the further prosecution of this Action. The Court has noted the significant benefits
9 to the Class Members under the Settlement. The Court also finds that the class is properly certified
10 as a class for settlement purposes only.

11 14. For settlement purposes only, the Court approves plaintiff Anita Gamarro as Class
12 Representative.

13 15. For settlement purposes only, the Court approves David D. Bibiyan and Vedang J. Patel
14 of Bibiyan Law Group, P.C., as Class Counsel.

15 16. The Court approves ILYM Group, Inc. ("ILYM"), as the Settlement Administrator.

16 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
17 \$2,266,666.67, which is thirty-three and one third percent (33.333%) of the Gross Settlement
18 Amount and to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement
19 of their costs of \$25,697.57 to be deducted from the Gross Settlement Amount. Attorneys' fees and
20 costs will be paid by the Settlement Administrator from the Gross Settlement Amount as set forth
21 in the Settlement Agreement.

22 18. The Court hereby approves an enhancement award of \$10,000.00 to Plaintiff in
23 consideration of her time, effort and risk incurred on behalf of the Settlement Class, and for
24 providing a general release and a waiver of rights pursuant to California Civil Code section 1542.
25 The enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
26 Settlement Amount as set forth in the Settlement Agreement.

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1 19. The Court hereby approves the Settlement Administrator’s cost in the amount of
2 \$37,950.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of
3 administration of the settlement from the Gross Settlement Amount.

4 20. The Court hereby approves the PAGA penalties amount of \$200,000.00 to be paid from
5 the Gross Settlement Amount, of which \$150,000.00 shall be paid to the LWDA and the remaining
6 \$50,000.00 to be distributed to the “PAGA Employees”, defined as anyone who was employed by
7 Defendants , as a non-exempt pharmacy technician at any of their pharmacy locations in the State
8 of California at any time during the period from August 10, 2021, through April 20, 2024 (“PAGA
9 Period”).

10 21. The Net Settlement Amount of \$4,259,685.76 available to pay Settlement Class
11 Members was determined by subtracting the requested Class Counsel attorneys’ fees
12 (\$2,266,666.67), Class Counsel’s costs (\$25,697.57), enhancement award to Plaintiff (\$10,000.00),
13 the PAGA penalties (\$200,000.00), and costs of settlement administration (\$37,950.00) from the
14 Gross Settlement Amount (\$6,800,000.00).

15 22. Except as expressly provided herein, the Parties each shall bear all their own fees and
16 costs in connection with this matter.

17 23. Defendants shall fully fund the Gross Settlement Amount no later than sixty (60)
18 calendar days after: (1) the Court enters an Order Granting Final Approval of Class Action
19 Settlement; and (2) the Effective Date, whichever is later.

20 24. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
21 necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the
22 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing
23 qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in
24 accordance with the Agreement and the Court’s Orders and subject to the conditions described in
25 the Agreement.

26 25. Individual Settlement Payments and PAGA Settlement Awards shall be mailed by
27 regular First Class U.S. Mail to Settlement Class Members’ and PAGA Employees’ last known
28 mailing address no later than fourteen (14) calendar days after the Settlement Administrator receives

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

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

20 27. The Court finds that the class settlement on the terms set forth in the Settlement
21 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
22 the released claims against Defendants.

23 28. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled
24 for _____, at ____:____.m. in Department 71 of the above-entitled Court. At
25 least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that
26 the claims have been paid and that administration of all the terms and conditions of the class action
27 settlement have been completed. Should the Court find that said declaration has sufficiently
28

1 evidenced full and complete administration of the class action settlement, the Hearing Re: Final
2 Administration of the Class Action Settlement will go off-calendar.

3 29. Without affecting the finality of the Judgment in any way, this Court hereby retains
4 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
5 and all orders and judgments entered in connection therewith.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____ August 26, 2025



A handwritten signature in black ink, appearing to read "DMC", is written over a horizontal line.

Judge of the Superior Court
Daniel M. Crowley / Judge