

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Shaun Setareh (SBN 204514); William M. Pao (SBN 210846) FIRM NAME: SETAREH LAW GROUP STREET ADDRESS: 9665 Wilshire Blvd., Suite 430 CITY: Beverly Hills STATE: CA ZIP CODE: 90212 TELEPHONE NO.: 310-888-7771 FAX NO.: 310-888-0109 E-MAIL ADDRESS: shaun@setarehlaw.com;william@setarehlaw.com;brian@setarehlaw.com ATTORNEY FOR (name): Plaintiff, KENNETH PRESIDENT	E-RECEIVED <small>FOR COURT USE ONLY</small> by Superior Court of CA, County of Santa Clara, on 10/19/2023 1:43 PM Reviewed By: R. Walker Case #20CV368984 Envelope: 13352330
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Old Courthouse	
PLAINTIFF/PETITIONER: Kenneth President DEFENDANT/RESPONDENT: Walgreen Co. OTHER:	CASE NUMBER: 20CV368984 JUDICIAL OFFICER: Theodore C. Zayner
PROPOSED ORDER (COVER SHEET)	DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff, KENNETH PRESIDENT

2. Title of the proposed order:
[PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Final Approval Hearing
 - b. Date and time: October 18, 2023 at 7:30pm
 - c. Place: Dept 19

4. The proposed order was served on the other parties in the case.

William M. Pao, Esq. _____
(TYPE OR PRINT NAME)

 /s/ William M. Pao _____
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Kenneth President v. Walgreen Co.	CASE NUMBER: 20CV368984
---	----------------------------

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 Shaun Setareh (SBN 204514)
2 shaun@setarehlaw.com
3 William M. Pao (SBN 210846)
4 william@setarehlaw.com
5 SETAREH LAW GROUP
6 9665 Wilshire Boulevard, Suite 430
7 Beverly Hills, California 90212
8 Telephone (310) 888-7771
9 Facsimile (310) 888-0109

6 Attorneys for Plaintiff
7 KENNETH PRESIDENT

8 Allison C. Eckstrom, California Bar No. 217255
9 Christopher J. Archibald, California Bar No. 253075
10 BRYAN CAVE LEIGHTON PAISNER LLP
11 1920 Main Street, Suite 1000
12 Irvine, California 92612-7276
13 Telephone: (949) 223-7000
14 Facsimile: (949) 223-7100
15 E-Mail: allison.eckstrom@bclplaw.com
16 christopher.archibald@bclplaw.com

12 Attorneys for Defendant
13 WALGREEN CO.

FILED
October 19, 2023
Clerk of the Court
Superior Court of CA
County of Santa Clara

20CV368984

By: rwalker

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF SANTA CLARA
17 COMPLEX CIVIL LITIGATION

18 KENNETH PRESIDENT, on behalf of
19 himself, all others similarly situated, and the
20 general public,

21 *Plaintiff,*

22 v.

23 WALGREEN CO., an Illinois corporation; and
24 DOES 1 through 50, inclusive,

25 *Defendants.*

Case No. 20CV368984

Assigned for all purposes to the Honorable
Theodore C. Zayner, Department 19

**[PROPOSED] ORDER AND JUDGMENT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: August 3, 2020
Action Removed: September 17, 2020
Action Remanded: June 17, 2022

1 BEFORE THE COURT is the Unopposed Motion for Final Approval of Class Settlement
2 submitted by Plaintiff Kenneth President (“Plaintiff” or “Class Representative”), individually, and
3 on behalf of all Settlement Class Members pursuant to California Code of Civil Procedure section
4 382 and California Rule of Court 3.769. The Final Approval Hearing was held on October 18,
5 2023. The Court, having considered the Motion, the submissions of the Parties relating to the
6 proposed settlement, any objections, the arguments of counsel at the Final Approval Hearing, as
7 well as the pleadings and papers on file herein, is of the opinion that such Motion should be granted.

8 It is therefore ORDERED that the Motion for Final Approval of the Settlement is
9 GRANTED. Accordingly, it is further ORDERED, ADJUDGED and DECREED as follows, and
10 the Court makes the findings set forth below:

11 1. Settlement Agreement. The “Amended Stipulation for Class Action
12 Settlement and Release of Claims” (“Agreement”) that was submitted with the Plaintiff’s Motion
13 for Preliminary Approval of Class Settlement, along with the subsequently filed Joint Stipulation
14 Designating *Cy Pres*, and Approval of Proposed Notice to Settlement Class (“Motion for
15 Preliminary Approval of Class Settlement”); the Exhibits to the Agreement; and the definitions of
16 words and terms contained in the Agreement are incorporated in this Judgment and Order.

17 2. Preliminary Approval Order. On April 19, 2023, the Honorable Court
18 entered an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Settlement and
19 Release of Claims, and Approval of Proposed Notice to Settlement Class (“Preliminary Approval
20 Order”). The Agreement was preliminarily approved pending the Final Approval Hearing. The
21 Court also (a) conditionally certified the Settlement Class for settlement purposes; (b) approved the
22 form of and method of distribution of the Class Notice to the Settlement Class; (c) appointed
23 Kenneth President as Class Representative for the Settlement Class; (d) appointed Shaun Setareh
24 and William M. Pao of the Setareh Law Group as Class Counsel for the Settlement Class; and (e)
25 appointed ILYM Group, Inc. as the Settlement Administrator. The terms of and findings made in
26 the Preliminary Approval Order are adopted and incorporated into this Order.

27 3. Final Class Certification for Settlement Purposes. The Court finally
28 certifies, for settlement purposes only, the following class, to be known as the “Settlement Class.”

1 “Settlement Class” means:

2 [A]ll current and former non-exempt, hourly customer service
3 associates employed at Walgreen Co. who worked in California at
any time during the Class Period.

4 4. Prerequisites for Class Action. Solely for the purposes of settlement, the
5 Court finds that the prerequisites for a class action are satisfied for the following reasons:

- 6 (a) The Settlement Class appears so numerous that joinder of all members is
7 impracticable. The Settlement Class consists of approximately 29,367
8 members;
- 9 (b) There appear to be questions of law or fact common to the Settlement Class
for purposes of determining whether the settlement should be approved;
- 10 (c) The Class Representative’s claims for the alleged violations of the California
Labor Code appear to be typical of the claims of the Settlement Class; and
- 11 (d) The Class Representative and Class Counsel appear to be capable of fairly
12 and adequately protecting the interests of the Settlement Class Members in
connection with the proposed settlement.

13 5. Notice of Class Action Settlement to the Settlement Class. Pursuant to the
14 Preliminary Approval Order and the Agreement, the Class Notice was e-mailed and/or mailed to
15 members of the Settlement Class. The Court finds that the form, content, and method for notifying
16 the Settlement Class complies with the Preliminary Approval Order, meets the requirements of
17 California Rules of Court, Rules 3.766 and 3.769, and all due process requirements; constituted notice
18 that was reasonably calculated to apprise Settlement Class Members of the pendency of the Action,
19 the terms of the settlement and their rights under the settlement, including, but not limited to, their
20 right to object to or exclude themselves from the proposed settlement and to appear at the Final
21 Approval Hearing; is the best notice practicable under the circumstances and constitutes due and
22 sufficient notice to all persons entitled to notice. The Court further finds that the Settlement
23 Administrator has complied with the Preliminary Approval Order and with the requirements of and
24 procedures under the Agreement for distribution of the Class Notice to the Settlement Class.

25 6. Exclusions. Settlement Class Members were notified in the Class Notice of
26 this class action settlement and of their opportunity to request to be excluded from, or to opt out of,
27
28

1 the Settlement Class. Six (6) individuals submitted timely written exclusion/opt-out statements to
2 the Settlement Administrator.¹

3 7. Objections to Settlement. Settlement Class Members were also notified in the
4 Class Notice of their opportunity to object to the settlement by filing written objections with the Court.
5 Zero (0) Settlement Class Members objected.

6 8. Final Approval of Settlement and Agreement. The Court finally approves the
7 proposed settlement and the Agreement submitted with the Plaintiff's Motion for Preliminary
8 Approval of Class Settlement. The Court finds that settlement on the terms set forth in the Agreement
9 is fair, reasonable, and adequate and that such settlement is, in all respects, in the best interests of the
10 Settlement Class. Factors considered to assess the fairness, reasonableness, and adequacy of a class
11 action settlement warrant final approval of the settlement and Agreement. The Court further finds that
12 the settlement set forth in the Agreement resulted from arm's length negotiations. The Parties are
13 ordered to consummate the Agreement in accordance with the terms and provisions of the Agreement.

14 9. Payment to Settlement Class. In accordance with the Agreement, the
15 Settlement Administrator shall cause payment to be issued to Settlement Class Members who did
16 not submit timely and valid requests for exclusion pursuant to the terms for calculating Individual
17 Settlement Payments as set forth in the Agreement. The Settlement Administrator shall mail
18 Individual Settlement Awards by regular First-Class U.S. Mail to each Participating Settlement
19 Class Member's last known mailing address within fourteen (14) days after Defendants provide the
20 Settlement Administrator with the Gross Settlement Amount as set forth in Paragraph III.O.3 of the
21 Agreement.

22 10. Class Representative Service Award to Plaintiff. Plaintiff has applied for a
23 service payment as Class Representative in the amount of \$5,000.00 (the "Class Representative
24 Service Award"). Plaintiff's request for the Class Representative Service Award in the amount of
25 **\$5,000.00** is granted. In accordance with the Agreement, the Settlement Administrator shall make this
26 Class Representative Service Award payment to Plaintiff, in accordance with the Agreement.

27
28 ¹ The six individuals who requested exclusion from the settlement are Navneet Bhatia, Benjamin Geiser, Tran L. Lieu, Tracey Raether, Andrew D. Rose, and David Sand.

1 11. Attorneys' Fees to Class Counsel. Class Counsel has applied for an award of
2 attorneys' fees of \$3,624,166.66 and costs incurred in this Action in the amount of \$27,020.03. The
3 Court awards **\$3,235,167.81** to Class Counsel for attorneys' fees and **\$22,000.00** for costs incurred in
4 this Action. In accordance with the terms of the Agreement, the Settlement Administrator shall make
5 this payment to Class Counsel.

6 12. Plaintiff's Release of Claims. As of the Effective Date, in exchange for the
7 consideration set forth in this Agreement, Plaintiff, for himself and his heirs, successors and assigns,
8 does hereby waive, release, acquit and forever discharge the Released Parties, from any and all
9 claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether
10 known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement,
11 including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful
12 termination claims, disability claims, benefit claims, public policy claims, retaliation claims,
13 statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,
14 defamation claims, fraud claims, *quantum meruit* claims and any and all claims arising under any
15 federal, state or other governmental statute, law, regulation or ordinance, including, but not limited
16 to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor Code, the
17 Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the
18 Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the
19 Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California
20 Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave
21 Act, California's Whistleblower Protection Act, California Business & Professions Code Section
22 17200 et seq. and any and all claims arising under any federal, state or other governmental statute,
23 law, regulation or ordinance. Plaintiff hereby expressly waives and relinquishes any and all claims,
24 rights or benefits that she may have under California Civil Code § 1542, which provides as follows:

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

1 Plaintiff may hereafter discover claims or facts in addition to, or different from,
2 those which she now knows or believes to exist, but Plaintiff expressly agrees to fully,
3 finally and forever settle and release any and all claims against the Released Parties, known
4 or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the
5 other at the time of execution of this Agreement, including, but not limited to, any and all
6 claims relating to or arising from Plaintiff's employment with Defendant, except the
7 foregoing General Release by Plaintiff shall not extend to those rights as a matter of law
8 that cannot be waived, including, but not limited to, workers' compensation claims. The
9 Parties further acknowledge, understand and agree that this representation and commitment
10 is essential to the Agreement and that this Agreement would not have been entered into
11 were it not for this representation and commitment.

12 13. Release of Claims by Participating Settlement Class Members. As of the
13 Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the
14 Settlement Class Members release the Released Parties from the Released Claims for the Class
15 Period. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments
16 in addition to or different from those they now know or currently believe to be true with respect to
17 the claims, causes of action and legal theories of recovery in this case which are the subject matter
18 of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way
19 limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and
20 the Settlement Class Members shall be deemed to have, and by operation of the final judgment
21 approved by the Court, shall have, fully, finally, and forever settled and released all of the Released
22 Claims as defined in this Agreement.

23 As of the Effective Date, in exchange for the consideration set forth in this Agreement,
24 Plaintiff and the PAGA Employees release the Released Parties from the PAGA Released Claims
25 for the PAGA Period. Plaintiff and the PAGA Employees may hereafter discover facts or legal
26 arguments in addition to or different from those they now know or currently believe to be true with
27 respect to the claims, causes of action and legal theories of recovery in this case which are the
28 subject matter of the PAGA Released Claims. Regardless, the discovery of new facts or legal

1 arguments shall in no way limit the scope or definition of the PAGA Released Claims, and by virtue
2 of this Agreement, Plaintiff and the PAGA Employees shall be deemed to have, and by operation
3 of the final judgment approved by the Court, shall have, fully, finally, and forever settled and
4 released all of the PAGA Released Claims as defined in this Agreement.

5 14. Binding Effect of Agreement, Order, and Judgment. The Agreement and this
6 Judgment and Final Approval Order are binding on Plaintiff and on all Settlement Class Members who
7 have not submitted a timely and valid written notice of intent to opt-out of the settlement, and their
8 respective heirs, administrators, executors, representatives, trustees, successors, and assigns, and shall
9 inure to the benefit of Defendant and the other Released Parties, as well as to their respective heirs,
10 administrators, representatives, trustees, successors, and assigns.


11 15. Jurisdiction. Without affecting the finality of the Final Judgment in any way,
12 pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction of matters relating to this
13 Order and the administration, interpretation, consummation, and enforcement of the Agreement.

14 16. Judgment is hereby entered whereby Plaintiff and all Settlement Class
15 Members shall take nothing from Defendant except as expressly set forth in the Agreement or this
16 Judgment and Final Approval Order.

17 17. A Compliance Hearing is set for June 12, 2024, at 2:30 p.m. in Department
18 19 of this Court. At least ten court days before the hearing, Class Counsel and the settlement
19 administrator shall submit a summary accounting of the net settlement fund identifying
20 distributions made as ordered herein, the number and value of any uncashed checks, amounts
21 remitted to Defendant, the status of any of unresolved issues, and any other matters appropriate to
22 bring to the Court's attention.

23 **JUDGMENT SHALL BE AND HEREBY IS ENTERED.**

24
25
26 DATED: October 19, 2023

27 
28 _____
Hon. Theodore C. Zayner
JUDGE OF THE SUPERIOR COURT

