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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

JOHNNY RAMIREZ, individually and on
behalf of all those similarly situated,

Plaintiff,

v.

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

Defendants.

Case No. 18-cv-03921-EJD

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

Hon. Edward J. Davila
Courtroom: 4

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1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
 2 between Plaintiff Johnny Ramirez, individually and on behalf of the Settlement Class, and
 3 Defendant Walgreen Co.

4 **I. DEFINITIONS**

5 A. "Agreement" or "Settlement" means this Stipulation of Class Action Settlement
 6 and Release of Claims.

7 B. "Action" means the lawsuit, entitled *Ramirez v. Walgreen Co.*, filed on May 29,
 8 2018 in the Superior Court of the State of California, County of Monterey (Case No.
 9 18CV001963) and subsequently removed to the United States District Court for the Northern
 10 District of California (Case No. 18-cv-03921-EJD).

11 C. "Class Counsel" means Diversity Law Group, PC, Polaris Law Group LLP, and
 12 Hyun Legal, APC.

13 D. "Class Counsel Award" means attorneys' fees for Class Counsels' litigation and
 14 resolution of this Action and their expenses and costs incurred in connection with the Action, paid
 15 from the Maximum Settlement Fund.

16 E. "Class Data" means information regarding Settlement Class Members that
 17 Defendant will, in good faith, compile from its records and provide to the Settlement
 18 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include the
 19 following information for each Settlement Class Member: (1) employee identification number;
 20 (2) full name; (3) last known address; (4) last known home telephone number; (5) Social Security
 21 number; and (6) and the number of pay periods each Settlement Class Member was paid shift
 22 differential wages during the Class Period.

23 F. "Class Period" means the period from July 6, 2017 through September 20, 2018.

24 G. "Class Representative Enhancement" means the amount that the Court authorizes
 25 to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his
 26 efforts and risks in assisting with the prosecution of the Action and in exchange for executing the
 27 General Release provided herein.
 28

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H. "Class Representative" means Plaintiff in his capacity as the representative of the Settlement Class Members.

I. "Compensable Pay Periods" means the total number of pay periods during which Settlement Class Members were paid shift differential wages during the Class Period.

J. "Court" means the United States District Court for the Northern District of California.

K. "Defendant" means Walgreen Co.

L. "Effective Date" means: (a) the date upon which the time for appeal of the Court's order granting final approval of the Settlement Agreement expires; unless (b) an appeal is timely filed, then "Effective Date" means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement.

M. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member who has not submitted a Request for Exclusion.

N. "Maximum Settlement Fund" means the sum of the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs up to a maximum of One Million One Hundred Fifty Thousand Dollars (\$1,150,000).

O. "Net Settlement Amount" or "NSA" means the Maximum Settlement Fund, less the approved Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

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

Q. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

R. "PAGA Payment" means the payment made hereunder to the California Labor and Workforce Development Agency pursuant to PAGA.

S. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

1 T. "Payment Ratio" means the respective Compensable Pay Periods for each
2 Settlement Class Member divided by the total Compensable Pay Periods for all Settlement Class
3 Members.

4 U. "Plaintiff" means Johnny Ramirez.

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

7 W. "Released Claims" means any and all claims, debts, liabilities, demands,
8 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of
9 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
10 alleged, related to or that reasonably could have arisen out of the same facts alleged in the Action,
11 including, but not limited to, wage statement violations under California Labor Code § 226 and
12 all derivative PAGA penalties. This Release shall include, without limitation, claims that were
13 raised, or that reasonably could have been raised, under the applicable Wage Orders and California
14 Labor Code provisions, including Labor Code §§ 226, 226.3, and/or 2698 *et seq.*, based on
15 alleged violations of these Labor Code provisions (collectively, the "Released Claims"). The
16 period of the Released Claims shall be the Class Period. The Parties agree that the judgment, and
17 release of claims provided herein, shall have *res judicata* effect. The definition of Released
18 Claims shall not be limited in any way by the possibility that Plaintiff or Settlement Class
19 Members may discover new facts or legal theories or legal arguments not alleged in the operative
20 pleadings in the Action but which might serve as an alternative basis for pursuing the same claims,
21 causes of action, or legal theories of relief falling within the definition of Released Claims.

22 X. "Released Parties" means Defendant and all of its present and former parent
23 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint ventures, and
24 all of their shareholders, officers, directors, employees, agents, servants, registered representatives,
25 attorneys, insurers, successors and assigns, and any other persons acting by through, under or in
26 concert with any of them.

27 Y. "Request for Exclusion" means a written statement signed by the Settlement Class
28 Member requesting exclusion containing the Settlement Class Member's name, address, and

1 telephone number to be mailed by Settlement Class Members who wish to opt out of the
 2 Settlement Class. To be effective, the Request for Exclusion must be post-marked by the
 3 Response Deadline and received by the Settlement Administrator.

4 Z. "Response Deadline" means the date forty-five (45) days after the Settlement
 5 Administrator mails Notice Packets to Settlement Class Members and the last date on which
 6 Settlement Class Members may submit Requests for Exclusion or Objections to the Settlement.

7 AA. "Settlement" means the disposition of the Actions pursuant to this Agreement.

8 BB. "Settlement Administrator" means Phoenix Settlement Administrators.

9 CC. "Settlement Class Members" or "Settlement Class" means all current and former
 10 non-exempt employees who work/worked for Defendant in the State of California and received a
 11 shift premium payment on at least one paycheck during the Class Period. The "Settlement Class
 12 Members" shall not include any person who submits a timely and valid Request for Exclusion as
 13 provided in this Agreement, or any person who previously released the Released Claims under a
 14 separate agreement.

15 II. RECITALS

16 A. On April 11, 2018, Plaintiff filed a notice with California's Labor and Workforce
 17 Development Agency ("LWDA") regarding his intent to file an action seeking civil penalties under
 18 PAGA. On May 29, 2018, Plaintiff filed a Complaint, asserting a single cause of action for failure
 19 to provide accurate itemized wage statements in violation of Labor Code § 226. Plaintiff alleged
 20 his claim individually and on behalf of all current and former non-exempt employees who worked
 21 for Defendant in California and who received a wage statement containing payment for shift
 22 premiums, including, without limitation, "SH3," at any time from May 29, 2017 through the present.
 23 On June 18, 2018, Plaintiff filed a First Amended Complaint to add a cause of action for PAGA
 24 penalties based on underlying violations of California's wage statement law. Plaintiff alleged his
 25 PAGA claim individually and on behalf of all other "aggrieved employees" who were employed by
 26 Defendant from April 11, 2017 through the present.

27 B. Through substantial formal and informal discovery, Defendant provided Plaintiff's
 28 counsel with all of the wage statement data during the Class Period. The data showed each and

every pay period in which a non-exempt team member employed by Defendant in the State of California received a shift premium payment during the Class Period.

C. On March 28, 2019, the Parties attended private mediation with an experienced mediator, Eugene Moskovitch. Although the parties did not resolve the matter at mediation in March 2019, the parties continued their settlement efforts with the assistance of the mediator and, on June 11, 2019, reached a settlement, as provided herein, to settle Plaintiff's claims on a class and representative action basis.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

E. The Plaintiff and Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing 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. Defendant shall create the Maximum Settlement Fund. The following will be paid out of the Maximum Settlement Fund: the sum of the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA

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1 Payment, and the Settlement Administration Costs, as specified in this Agreement. In no event
2 shall Defendant be required to pay more than the Maximum Settlement Fund.

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

14 C. General Release By Plaintiff. As of the Effective Date, in exchange for the
15 consideration set forth in this Agreement, Plaintiff, for himself and his heirs, successors and
16 assigns, does hereby waive, release, acquit and forever discharge the Released Parties, from any
17 and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature,
18 whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this
19 Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims,
20 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation
21 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy
22 claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all claims arising
23 under any federal, state or other governmental statute, law, regulation or ordinance, including, but
24 not limited to, claims for violation of the FLSA, the California Labor Code, the Wage Orders of
25 California's Industrial Welfare Commission, other state wage and hour laws, the Americans with
26 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
27 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
28 and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's

1 Whistleblower Protection Act, California Business & Professions Code Section 17200 *et seq.*, and
 2 any and all claims arising under any federal, state or other governmental statute, law, regulation or
 3 ordinance. Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits
 4 that he may have under California Civil Code § 1542, which provides as follows:

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

9 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
 10 which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever
 11 settle and release any and all claims against the Released Parties, known or unknown, suspected or
 12 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of
 13 this Agreement, including, but not limited to, any and all claims relating to or arising from
 14 Plaintiff's employment with Defendant. The Parties further acknowledge, understand and agree
 15 that this representation and commitment is essential to the Agreement and that this Agreement
 16 would not have been entered into were it not for this representation and commitment.

17 D. Conditions Precedent: This Settlement will become final and effective only upon
 18 the occurrence of all of the following events:

- 19 1. The Court enters an order granting preliminary approval of the Settlement;
- 20 2. The Court enters an order granting final approval of the Settlement and a
 21 Final Judgment in favor of Defendant in the Actions;
- 22 3. The time for appeal of the Final Judgment and Order Granting Final
 23 Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final
 24 resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action
 25 Settlement; and
- 26 4. Defendant does not invoke its right to revoke the Settlement as provided
 27 herein.

1 E. Certification of the Settlement Class. The Parties stipulate to conditional class
 2 certification of the Settlement Class for the Class Period for purposes of settlement only. In the
 3 event that this stipulation is not approved by the Court, fails to become effective, or is reversed,
 4 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from
 5 obtaining a complete resolution of the claims as described herein, the conditional class
 6 certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall
 7 not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with
 8 respect to any issue, substantive or procedural.

9 F. Nullification of Settlement Agreement. In the event that this Settlement Agreement
 10 is not preliminarily or finally approved by the Court, fails to become effective, or is reversed,
 11 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from
 12 obtaining a complete resolution of the claims as described herein:

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

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

19 3. None of the Parties to this Settlement will be deemed to have waived any
 20 claims, objections, defenses or arguments in the Action, including with respect to the issue of class
 21 certification.

22 G. Tax Liability. The Parties and their counsel make no representations as to the tax
 23 treatment or legal effect of the payments called for hereunder, and Settlement Class Members are
 24 not relying on any statement or representation by the Parties and their counsel in this regard.
 25 Settlement Class Members understand and agree that they will be responsible for the payment of
 26 any employee taxes and penalties assessed on the Individual Settlement Payments described herein
 27 and will hold the Parties free and harmless from and against any claims, liabilities, costs and
 28 expenses, including attorney's fees, resulting in any way from personal tax treatment of the

1 payments made pursuant to this Agreement, including the treatment of such payments as not
 2 subject to withholding or deduction for payroll and employment taxes. Based on the claims
 3 alleged in the Action, the Parties understand and agree that the payments called for hereunder are
 4 properly characterized as statutory and civil penalties and, therefore, not subject to any payroll
 5 and/or employment taxes. To the extent a governmental agency determines that the payments
 6 called for hereunder are subject to employer-funded taxes, Defendant shall be responsible for any
 7 such tax payments separate and apart from the Maximum Settlement Fund.

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

24 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file
 25 with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which
 26 shall include this Settlement Agreement. Any dispute regarding forms of notices and other
 27 documents necessary to implement the Settlement contained in the Stipulation, if not timely
 28

resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

J. Notice Obligations Under 28 U.S.C. Section 1715. Within ten (10) days after the filing of the Motion for Order Granting Preliminary Approval, Defendant shall provide notice of the Settlement, consistent with the requirements of 28 U.S.C. Section 1715, to the Attorney General of the United States and the appropriate State official of each State in which a class member resides. If any of the notified federal or state officials takes any action adversely affecting the validity or enforceability of the Settlement, or seeking to impose additional liability on Defendant for the matters resolved by the Released Claims, Defendant may, at its option, suspend the implementation of the Settlement pending the outcome of the action initiated by the notified federal or state official or may elect to void the Settlement by written notice to Class Counsel.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Settlement Class Members; (b) printing and mailing the Notice Packets to the Settlement Class Members as directed by the Court; (c) receiving and reporting the objections and requests for exclusion; (d) distributing tax forms to the Settlement Class Members; (e) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; and (f) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

L. Settlement Administration.

1. Class Data. No later than fifteen (15) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Settlement Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party, or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit 1. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class. The Notice Packet also shall be individualized by including the Compensable Pay Periods for both the individual Settlement Class Member as well as the entire Settlement Class, and the estimated amount of their Individual Settlement Payment.

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

3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Settlement Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. In the event more than one address is identified, then the Settlement Administrator shall mail to each potentially valid address.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Settlement Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by

1 the Settlement Administrator. Settlement Class Members who received a re-mailed Notice Packet
2 shall have their Response Deadline extended fifteen (15) days from the original Response
3 Deadline.

4 5. Disputes Regarding Individual Settlement Payments. Settlement Class
5 Members will have the opportunity, should they disagree with Defendant's records regarding the
6 Compensable Pay Periods stated on the Notice of Class Action Settlement, to provide
7 documentation and/or an explanation to show contrary Compensable Pay Periods. If there is a
8 dispute, the Settlement Administrator will consult with the Parties to determine whether an
9 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
10 amounts of, any Individual Settlement Payments under the terms of this Agreement. The
11 Settlement Administrator's determination of the eligibility for and amount of any Individual
12 Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

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

18 7. Request for Exclusion. The Notice of Class Action Settlement contained in
19 the Notice Packet shall state that Settlement Class Members who wish to exclude themselves from
20 the Settlement must submit to the Settlement Administrator a signed, written statement requesting
21 exclusion from the Settlement. The written statement must contain the Settlement Class
22 Member's name, address, and telephone number. The Request for Exclusion will not be valid if it
23 is not timely submitted by the Response Deadline and received by the Settlement Administrator.
24 The date of the postmark on the return mailing envelope or fax stamp on the Request for
25 Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was
26 timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement
27 Class will not be entitled to any recovery under the Settlement and will not be bound by the terms
28 of the Settlement or have any right to object, appeal or comment thereon. Settlement Class

Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Settlement Class Members who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit Requests for Exclusion from the Settlement.

8. Objections. All written objections and supporting papers ("Notice of Objection") must (a) clearly identify the case name and number (Ramirez v. Walgreens, Case Number 18-cv-03921-EJD), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before the Response Deadline. . Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Settlement Class Members who submit a timely Notice of Objection will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. No Settlement Class Member may appear at the Final Approval/Settlement Fairness Hearing unless he or she has served a timely objection that complies with the procedures provided in this paragraph. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Settlement Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

M. Funding and Allocation of the Maximum Settlement Fund. No later than fifteen (15) business days after the Effective Date, Defendant shall provide the Maximum Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in this Agreement.

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

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

11 b) Allocation. For tax purposes, Individual Settlement Payments shall
12 be allocated and treated entirely (*i.e.*, 100%) as penalties, not subject to withholdings, and reported
13 on a 1099 form to be issued by the Settlement Administrator.

14 c) Mailing. Individual Settlement Payments shall be mailed by regular
15 First Class U.S. Mail to Settlement Class Members' last known mailing address no later than thirty
16 (30) calendar days after the Effective Date.

17 d) Expiration. Any checks issued to Settlement Class Members shall
18 remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance.
19 If a Settlement Class Member does not cash his or her settlement check within 180 days, the
20 uncashed funds, subject to Court approval, shall be transmitted to Legal Aid at Work.

21 2. Class Representative Enhancement. Defendant agrees not to oppose or
22 object to any application or motion by Plaintiff for a Class Representative Enhancement of up to
23 Ten Thousand Dollars (\$10,000) to Plaintiff. The Class Representative Enhancement is in
24 exchange for the Released Claims, a General Release, and for Plaintiff's time, effort and risk in
25 bringing and prosecuting the Action. The Settlement Administrator shall pay the Class
26 Representative Enhancement to Plaintiff from the Maximum Settlement Fund no later than thirty
27 (30) calendar days after the Effective Date. Any portion of the requested Class Representative
28 Enhancement that is not awarded to the Class Representative shall be part of the Net Settlement

Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his respective Class Representative Enhancement and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement. The Class Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

3. Class Counsel Award. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one-third (33.33%) of the Maximum Settlement Fund (\$383,333.33). Additionally, Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$25,000.00 from the Maximum Settlement Fund for all past and future Litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from Defendant except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the Class Counsel Award to Class Counsel from the Maximum Settlement Fund no later than thirty (30) calendar days after the Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

4. PAGA Payment. Forty Thousand Dollars (\$40,000) shall be allocated from the Maximum Settlement Fund for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or \$30,000, to the California Labor and Workforce Development Agency ("LWDA") no later than twenty-five (25) calendar days after the Effective Date. Twenty-five (25%), or \$10,000, will be part of the Net Settlement Amount and distributed to Settlement Class Members as described in this Agreement.

5. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Fund. The estimate of the Settlement Administration Costs is not to exceed Thirty-Five Thousand Five Hundred Dollars (\$35,500.00). The Settlement Administrator shall be paid the Settlement Administration Costs no later than thirty (30) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement.

6. Net Settlement Amount. The Parties estimate the amount of the Net Settlement Amount as follows:

Maximum Settlement Fund	\$	1,150,000.00
Class Representative Enhancement:	\$	10,000.00
Class Counsel's Fees:	\$	383,333.33
Class Counsel's Costs:	\$	25,000.00
PAGA Payment:	\$	40,000.00
		(\$30,000 to the LWDA and \$10,000 to remain in the Net Settlement)
<u>Settlement Administration Costs:</u>	<u>\$</u>	<u>35,500.00</u>
Net Settlement Amount	\$	666,166.67

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

O. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

1. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing (a) the number of Notice Packets mailed and re-mailed to Settlement Class Members, (b) the number of undeliverable Notice Packets, (c) the number of timely Requests for Exclusion, (d) the number of timely objections received, (e) the amount of the average and highest Individual Settlement Payment, (f) the Settlement Administration Costs, and (g) any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. The Parties shall present a Judgment and Order Granting Final Approval of Class Action Settlement to the Court for its approval, in the form substantially similar to Exhibit 2. The Final Judgment shall, among other things:

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

(b) Approve this Stipulation and the proposed Settlement as fair, reasonable and adequate, consistent and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Local Rules for the Northern District of California, the Procedural Guidelines for Class Action Settlements, , the California and United States Constitutions (including the due process clauses), and any other applicable law, and in the best interests of each of the Parties and the Class Members; direct the Parties and their counsel to implement this Stipulation according to its terms and provisions; and declare this Stipulation to be binding on Plaintiff and all other Settlement Class Members, except those who timely and properly filed Request for Exclusions, as well as their heirs, executors and administrators, successors and assigns;

1 (c) Certify the Class, for settlement purposes only, and find that an
2 ascertainable class exists and a well-defined community of interest exists in the questions of law
3 and fact involved because in the context of the Settlement: (i) there are questions of law and fact
4 common to the Class Members which, as to the Settlement and all related matters, predominate
5 over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class
6 Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
7 Plaintiff's Attorneys have fairly and adequately represented and protected the interests of the Class
8 Members;

9 (d) Find that the Notice and notice methodology implemented pursuant to this
10 Stipulation (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
11 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
12 Action, their right to object to or exclude themselves from the proposed Settlement and their right
13 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
14 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
15 of the California Code of Civil Procedure, the California and United States Constitutions
16 (including the Due Process Clause), the California Rules of Court and any other applicable law;

17 (d) Find that Plaintiff and Class Counsel adequately represented the Settlement
18 Class for purposes of entering into and implementing the settlement;

19 (e) Dismiss the Action (including all individual claims and Released Claims
20 presented thereby) with prejudice, without fees or costs to any party except as provided in this
21 Stipulation;

22 (f) Incorporate the Released Claims set forth in this Agreement, make the
23 Released Claims effective as of the date of the Preliminary Approval Date, and forever discharge
24 the Released Parties from any claims or liabilities arising from or related to the Actions;

25 (g) Permanently bar and enjoin Plaintiff and all Settlement Class Members who
26 have not been timely and properly excluded from the Settlement Class, and any person acting on
27 their behalf, from (i) filing, commencing, prosecuting, intervening in, participating in (as class
28 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any

1 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
2 jurisdiction based on the Released Claims;

3 (h) Authorize the Parties, without further approval from the Court, to agree to
4 and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
5 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
6 Settlement Class Members under the Stipulation;

7 (i) Without affecting the finality of the Final Judgment, the Court shall retain
8 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
9 administration and enforcement of the Settlement. Any disputes or controversies arising with
10 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
11 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
12 the ability of the Parties to exercise their rights under Section O.2.a through N.2.h, above.

13 P. Option to Terminate Settlement.

14 1. Defendant's Right to Terminate. If, after the Response Deadline, the total
15 number of Settlement Class Members who submitted timely and valid Requests for Exclusion
16 from the Settlement is at least five percent (5%) of all Settlement Class Members, Defendant shall
17 have, in its sole discretion, the option to terminate this Settlement. If Defendant exercises the
18 option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel
19 within seven (7) calendar days after the Response Deadline and (b) pay all Settlement
20 Administration Costs incurred up to the date or as a result of the termination; and the Parties shall
21 proceed in all respects as if this Agreement had not been executed.

22 2. Termination due to Material Modification of Agreement by Court. If the
23 Court modifies this Agreement in a material manner, the adversely-affected Party shall have the
24 right to void the Agreement.

25 Q. Motions for Preliminary and Final Approval. Class Counsel will provide an
26 opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval
27 prior to filing with the Court. The Parties and their counsel will cooperate with each other and use
28

1 their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval
2 of the Settlement.

3 R. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under
4 the Settlement will modify any previously credited hours or service under any employee benefit
5 plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for
6 additional contributions to, benefits under, or any other monetary entitlement under Defendant-
7 sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this
8 Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary,
9 earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan,
10 policy, or bonus program. Defendant retains the right to modify the language of its benefit plans,
11 policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant
12 to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar
13 measuring term as defined by applicable plans, policies and bonus programs for purposes of
14 eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or
15 benefits are not required by this Settlement.

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

20 To Plaintiff and the Settlement Class:

21 **DIVERSITY LAW GROUP, P.C.**

22 **Larry W. Lee, Esq.**

23 **Nicholas Rosenthal, Esq.**

24 **515 S. Figueroa St., Suite 1250**

25 **Los Angeles, California 90071**

26 **Telephone: (213) 488-6555**

27 **Facsimile: (213) 488-6554**

28 **POLARIS LAW GROUP LLP**

William L. Marder

501 San Benito Street, Suite 200

Hollister, California 95023

Telephone: (831) 531-4214

Facsimile: (831) 634-0333

Dennis S. Hyun
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

To Defendant:

BRYAN CAVE LEIGHTON PAISNER LLP
Allison C. Eckstrom, Esq.
3161 Michelson Drive, Suite 1500
Irvine, California 92612-4414
Telephone: (949) 223-7000
Facsimile: (949) 223-7100

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

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

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

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

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

Y. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to

BRYAN CAVE LEIGHTON PAISNER LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CA 92612-4414

1 effectuate the terms of this Agreement. The persons signing this Agreement on behalf of
2 Defendant represent and warrant that they are authorized to sign this Agreement on behalf of
3 Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that
4 he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

7 AA. California Law Governs. All terms of this Agreement and the Exhibits hereto and
8 any disputes arising hereunder shall be governed by and interpreted according to the laws of the
9 State of California.

10 BB. Counterparts. This Agreement may be executed in one or more counterparts and
11 through DocuSign signatures. All executed counterparts and each of them shall be deemed to be
12 one and the same instrument provided that counsel for the Parties to this Agreement shall
13 exchange among themselves copies or originals of the signed counterparts.

14 CC. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
15 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
16 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
17 present and potential.

18 DD. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
19 with respect to the interpretation, implementation and enforcement of the terms of this Agreement
20 and all orders and judgments entered in connection therewith, and the Parties and their counsel
21 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and
22 enforcing the settlement embodied in this Agreement and all orders and judgments entered in
23 connection therewith. To the extent any Party seeks to enforce any of the terms of this
24 Agreement, the prevailing party in any such enforcement action shall be entitled to seek its
25 attorneys' fees and costs incurred therewith.

26 EE. Invalidity of Any Provision. Before declaring any provision of this Agreement
27 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
28

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IRVINE, CA 92612-4414

1 consistent with applicable precedents so as to define all provisions of this Agreement valid and
2 enforceable.

3 FF. Publicity. Defendant may disclose the terms and contents of the Settlement, as
4 required under its contractual and legal obligations. Plaintiff and Class Counsel agree not to issue
5 press releases, communicate with, or respond to any media or publication entities, publish
6 information in manner or form, whether printed or electronic, on any medium or otherwise
7 communicate, whether by print, video, recording or any other medium, with any person or entity
8 concerning the Settlement, including the fact of the Settlement, its terms or contents and the
9 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
10 terms of the Settlement as set forth herein. Class Counsel shall be permitted to post a neutral
11 statement about the Actions and Settlement on their websites, but shall not publish the name of
12 Defendant; any such website postings shall refer to Defendant as "Doe Company."

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

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

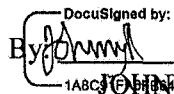
25 II. No Admissions. Plaintiff has claimed and continues to claim that the Released
26 Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and
27 continues to claim that the Released Claims have no merit and do not give rise to liability. This
28 Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no

documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

JJ. Return of All Documents Produced by Defendant. Plaintiff and Class Counsel agree to return or destroy all confidential documents and electronic information produced by Defendant in the Actions within 30 days after the entry of the Final Judgment by the Court.

Dated: 7/22/2019, 2019

PLAINTIFF

DocuSigned by:
By: 
1AB031E0B1B414

JOHNNY RAMIREZ

Dated: July 23, 2019

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee
Nicholas Rosenthal
Class Counsel and Counsel for Plaintiff

Dated: 7/23, 2019

POLARIS LAW GROUP LLP

By: 

William L. Marder
Class Counsel and Counsel for Plaintiff

Dated: July 23, 2019

HYUN LEGAL, APC

By: 

Dennis S. Hyun
Class Counsel and Counsel for Plaintiff

Dated: July 29, 2019

DEFENDANT

By: Elena Kraus

Name: Elena Kraus

Title: SVP and General Counsel

Dated: July 29, 2019

**BRYAN CAVE LEIGHTON PAISNER
LLP**

By: A.C. Eckstrom

Allison C. Eckstrom
Christopher J. Archibald
Attorneys for Defendant
WALGREEN CO.

BRYAN CAVE LEIGHTON PAISNER LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CA 92612-4414

EXHIBIT 1

Exhibit 1

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JOHNNY RAMIREZ, individually and on
behalf of all those similarly situated,

Plaintiff,

v.

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

Defendants.

Case No. 18-cv-03921-EJD
Hon. Edward J. Davila
Courtroom: 4

**IMPORTANT LEGAL NOTICE –
THIS LAWSUIT SETTLEMENT MAY
AFFECT YOUR RIGHTS**

A federal court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or don't act.

**IMPORTANT: YOU ARE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED HEREIN**

Mr./Ms. **[Insert Name]**:

**THE RECORDS OF WALGREEN CO. ("WALGREENS") SHOW YOU WERE
EMPLOYED BY WALGREENS AS AN HOURLY-PAID EMPLOYEE IN CALIFORNIA
AND RECEIVED A SHIFT PREMIUM PAYMENT ON AT LEAST ONE PAYCHECK
AT SOME TIME BETWEEN JULY 6, 2017, AND SEPTEMBER 20, 2018, AND YOU
ARE ELIGIBLE FOR A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

**IT IS ESTIMATED THAT YOUR POTENTIAL PAYMENT UNDER THIS
SETTLEMENT WOULD BE \$ [REDACTED].**

**IMPORTANT: YOU WILL BE BOUND BY THIS SETTLEMENT AND YOUR
RIGHTS WILL BE AFFECTED BY THIS LITIGATION UNLESS YOU EXCLUDE
YOURSELF FROM THE CLASS AS EXPLAINED BELOW.
PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Exhibit 1

Do Nothing	You will receive a payment under the Settlement.
Exclude Yourself	Receive no payment under the Settlement and retain all rights you may have against Walgreens.
Object	Write to the Court about why you believe that the settlement is unfair.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.

**YOUR RIGHTS AND OPTIONS - AND THE DEADLINES TO EXERCISE THEM -
ARE EXPLAINED IN THIS NOTICE.**

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the nature of this lawsuit, as well as a proposed settlement of this lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this class action lawsuit has been brought. The Court has conditionally certified a Class for settlement purposes comprised of:

All current and former non-exempt employees who work/worked for Defendant in the State of California and received a shift premium payment on at least one paycheck at some time between July 6, 2017 and September 20, 2018.

The Court has appointed as class counsel Diversity Law Group, PC, Polaris Law Group, LLP and Hyun Legal, APC (“Class Counsel”).

WHAT IS THIS LAWSUIT ABOUT?

This settlement is the result of a lawsuit filed by Plaintiff Johnny Ramirez (“Plaintiff”). On May 29, 2018, Plaintiff filed a Class Action Complaint against Defendant Walgreen Co. (“Defendant”) in the Superior Court of the State of California, County of Monterey, Case No. 18CV001963 (the “Action”). Plaintiff’s Class Action Complaint asserted a single cause of action for failure to provide accurate itemized wage statements in violation of Labor Code § 226. Defendant removed the case to the United States District Court for the Northern District of California, where it was assigned Case. No. 18-cv-03921-EJD. On June 18, 2018, Plaintiff filed a First Amended Class Action Complaint (“Complaint”). Plaintiff’s Complaint alleges two (2) claims for: (1) failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (2) Private Attorneys General Act (“PAGA”) penalties pursuant to Labor Code § 2698 et seq.

Defendant denied the allegations in the Action, and continues to deny, that it failed to provide accurate itemized wage statements or violated PAGA. Defendant denied any liability or wrongdoing of any kind associated with any of the claims alleged in the Action. In addition, Defendant denied, and continues to deny, that the Action could or should be certified to proceed as a class action.

THE COURT HAS NOT RULED ON THE MERITS OF PLAINTIFF’S CLAIMS, DEFENDANT’S DEFENSES, OR THE SUBSTANTIVE CONTENTIONS OF THE PARTIES.

Exhibit 1

NO INFERENCES REGARDING THE MERITS OF THE LITIGATION SHOULD BE DRAWN FROM THE SENDING OF THIS NOTICE. THIS NOTICE IS NOT MEANT TO IMPLY THAT THERE HAS BEEN ANY VIOLATION OF LAW OR WRONGDOING BY ANY PARTY OR THAT A RECOVERY AFTER TRIAL COULD BE HAD IF THE LITIGATION IS NOT SETTLED.

SUMMARY OF THE SETTLEMENT**A. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks he would have prevailed on his claims at a trial. Defendant does not think Plaintiff would have won anything from a trial because it has asserted legal and factual defenses to the claims. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the people affected will get compensation. Plaintiff and Class Counsel think the settlement is fair, reasonable, adequate, and in the best interests of all members of the Class.

B. Who is in the Settlement Class?

All current and former non-exempt employees who work/worked for Defendant in the State of California and received a shift premium payment on at least one paycheck at some time between July 6, 2017 and September 20, 2018, and who do not opt out of the settlement as explained below would be part of the “Settlement Class” (also referred to as a “Settlement Class Member”). The period of time between July 6, 2017 and September 20, 2018 is referred to as the “Class Period.”

C. Who are the attorneys representing the parties?

<u>Class Counsel</u>	<u>Counsel for Defendant</u>
DIVERSITY LAW GROUP, P.C. Larry W. Lee, State Bar No. 228175 E-mail: lwlee@diversitylaw.com Nicholas Rosenthal, State Bar No. 268297 E-mail: nrosenthal@diversitylaw.com 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554	BRYAN CAVE LEIGHTON PAISNER LLP Allison C. Eckstrom allison.eckstrom@bclplaw.com Christopher J. Archibald christopher.archibald@bclplaw.com 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Telephone: (949) 223-7000 Facsimile: (949) 223-7100

Exhibit 1

<u>Class Counsel (cont'd)</u>	<u>Class Counsel (cont'd)</u>
POLARIS LAW GROUP LLP William L. Marder, State Bar No. 170131 E-mail: bill@polarislawgroup.com 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 Facsimile: (831) 634-0333	Dennis S. Hyun (State Bar No. 224240) E-mail: dhyun@hyunlegal.com HYUN LEGAL, APC 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 (213) 488-6555 (213) 488-6554 facsimile

D. What does the settlement provide?

The Defendant shall pay, or cause to be paid, cash compensation to each Settlement Class Member based on the number of pay periods in which each Class Member was paid shift differential wages during the Class Period (“Compensable Pay Periods”). The identified Settlement Class Members shall receive a pro rata share of the Net Settlement Amount. The amount to be distributed to the Settlement Class, or the “Net Settlement Amount,” shall be determined by deducting the amounts awarded for Class Counsel Award, the Class Representative Service Award, the payment of \$18,750.00 to the California Labor & Workforce Development Agency, and Settlement Administration Costs from the total consideration of one million one hundred fifty thousand dollars (\$1,150,000.00) (the “Maximum Settlement Amount”). It is estimated that the Net Settlement Amount will be approximately XXXXXXXXXXXXXXXXXXXX (\$XXXXXXXX). Settlement Class Members are not required to submit a proof of claim form as a condition of receiving an Individual Settlement Payment. Instead, Settlement Class Members will automatically receive an Individual Settlement Payment based on the number of Compensable Pay Periods set forth below unless they timely opt out of the Settlement.

The Individual Settlement Payment shall be determined by dividing the Net Settlement Amount distributable to the Settlement Class by the total Compensable Pay Periods that have accrued for the Settlement Class during the Class Period, and multiplying that amount by the number of Compensable Pay Periods applicable to the individual Settlement Class Member. Compensable Pay Periods will be separately and distinctly calculated for each Settlement Class Member. Only Settlement Class Members who can be identified by the Settlement Administrator will receive a Settlement Payment. No Settlement Payments will be sent to any Settlement Class Member for whom a current address has not been identified.

If any Settlement Class Member does not cash his/her settlement check within one hundred eighty (180) Days after the Settlement Administrator mails the Settlement Payment to the Settlement Class Member, the Settlement Administrator shall ***.

All Settlement Payments paid to satisfy Claims shall be allocated as follows: one hundred percent (100%) to penalties, not subject to withholdings and reported on a 1099 form to be issued by the Settlement Administrator. No taxes will be withheld or paid by Defendant with respect to the Settlement Payments. Each individual Settlement Class Member shall be responsible for his/her share of taxes due on the portion of his or her Individual Settlement Payment. To ensure compliance with requirements imposed by the IRS, we inform you that any United States federal

Exhibit 1

tax advice contained in this Notice was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

E. What will I get?

The records of the Defendant indicate that, between July 6, 2017 and September 20, 2018 (the “Class Period”), the number of pay periods you were paid shift differential wages was:

Compensable Pay Periods
[REDACTED]

Based on this number of Compensable Pay Periods, it is estimated that your Individual Settlement Payment will be \$[REDACTED]. If you dispute the number of Compensable Pay Periods, you must notify the Settlement Administrator in writing of this dispute by [REDACTED], [REDACTED], and provide documents (*e.g.*, payroll records) evidencing your claim. Any dispute over the number of Compensable Pay Periods that cannot be resolved by the parties shall be submitted to the Settlement Administrator for a final and binding determination.

F. What is the payment to the Class Representative?

Subject to Court approval, Plaintiff will be paid a “Class Representative Enhancement” in an amount up to ten thousand dollars (\$10,000) for his service as class representative, providing Defendant with a general release of any claims he may have, as well as his willingness to accept the risk of paying Defendant’s attorneys’ fees and costs in the event of an unsuccessful outcome.

G. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of reasonable attorneys’ fees in an amount up one-third (1/3) of one million one hundred fifty thousand dollars (\$1,150,000.00) recovered for the Class (*i.e.*, \$383,333.33) and reasonable costs of up to \$25,000 (“Class Counsel Award”).

H. What are you giving up to get a payment or stay in the Class?

The Settlement is intended to settle all claims against Defendant were plead or could have been plead under the Labor Code, Wage Orders, or state or local wage and hour laws, based on the facts alleged in the Action, including claims for: (a) failure to provide accurate itemized wage statements; (b) all claims under PAGA that could have been premised on the failure to provide accurate itemized wage statements; and (c) all damages, including, but not limited to, civil and statutory penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief identified above in (a)-(b). The release of claims set forth below in Section I which describes exactly the legal claims that you will give up if you do not exclude yourself from the Settlement Class, will extend to Defendant and its past, present and/or future, direct and/or indirect, parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, agents, employees, and stockholders (“Released Parties”).

Exhibit 1

If you do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into the release of claims and to have released your claims against the Released Parties. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

I. What are the Released Claims?

Plaintiff and the Settlement Class Members fully and finally release, the Released Parties, from the following claims: any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, related to or that reasonably could have arisen out of the same facts alleged in the Action, including, but not limited to, wage statement violations under California Labor Code § 226 and all derivative PAGA penalties. This Release shall include, without limitation, claims that were raised, or that reasonably could have been raised, under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 226, 226.3, and/or 2698 *et seq.*, based on alleged violations of these Labor Code provisions (collectively, the "Released Claims"). The period of the Released Claims shall be the Class Period. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiff or Settlement Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Action but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims.

This means that if you currently have a case pending, or plan to file a case based on the above claims, you must exclude yourself from this class action in order to proceed on your own. You will be solely responsible for the costs of hiring your own attorney and proceeding on your own. If you wish instead to receive the benefits of this Settlement, and waive your right to proceed on your own, you should participate in this Settlement (do not exclude yourself).

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the "Final Settlement Hearing") on [REDACTED], at [REDACTED] .m., in Courtroom 4 of United States District Court for the Northern District of California, San Jose Division, 280 South 1st Street, San Jose, CA 95113. The Court will determine: (i) whether the Action should be finally certified as a class action solely and exclusively for Settlement purposes; (ii) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and if so, whether to enter a judgment fully and finally resolving Plaintiff's and Settlement Class Members' claims against Defendant; (iii) whether the Settlement Class Members should be bound by the terms of the Settlement, including the release of claims; (iv) the amount of the attorneys' fees and expenses to be awarded to Class Counsel; and (v) the amount that should be awarded to Plaintiff for the Class Representative Service Award. At the Final Settlement Hearing, the Court will hear all timely and properly filed objections, as well as arguments for and against the proposed Settlement. Assuming you do not elect to exclude yourself from the Settlement, you have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent

Exhibit 1

yourself. The Court has reserved the right to adjourn the Final Settlement Hearing to consider any issue, without further notice of any kind.

WHAT ARE YOUR OPTIONS?

OPTION 1 – *REMAIN A SETTLEMENT CLASS MEMBER.* IF YOU WISH TO REMAIN A SETTLEMENT CLASS MEMBER AND OBTAIN ANY SHARE OF THE SETTLEMENT THAT YOU MAY BE ENTITLED TO RECEIVE YOU DO NOT NEED TO DO ANYTHING OTHER THAN MAKE SURE THE SETTLEMENT ADMINISTRATOR HAS YOUR CURRENT ADDRESS. **YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.** If the Court approves the proposed Settlement, you automatically will be mailed your share of the Settlement proceeds. If the Court does not approve the Settlement, the lawsuit will continue, and you may or may not be designated a Class Member at a later time. If your address information is incorrect or you move, provide your current address to: **XXXXXXX** (the “Settlement Administrator”) at **XXXXXXXXXX**.

OPTION 2 – *REMAIN A CLASS MEMBER AND OBJECT TO THE SETTLEMENT.*

You can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object in writing.

Your written objection must contain your full name, identify the case name and number (Ramirez v. Walgreens, Case Number 18-cv-03921-EJD), be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, the basis for the objection, whether you intend to appear at the Final Settlement Hearing, and signed by you. To object, you must mail the written objection and notice of intent to appear at the Final Settlement Hearing to **XXXXXX**, Settlement Administrator, **XXXXXX**.

To be valid and effective, all objections to approval of the Settlement and all notices of intention to appear must be postmarked to the Settlement Administrator no later than **_____**, **_____**. **DO NOT CONTACT THE COURT.** Any Class Member who fails to object to the proposed Settlement as described above will lose the right to object to it.

OPTION 3 – *EXCLUDE YOURSELF FROM THE CLASS.* You have a right to exclude yourself (“opt out”) from the class, but if you choose to do so, **YOU WILL NOT RECEIVE ANY BENEFITS FROM THE PROPOSED SETTLEMENT AND YOU WILL NOT HAVE STANDING TO OBJECT TO THE SETTLEMENT.** You will not be bound by a judgment in this case, you will not release your claims against the Defendant, and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. If you want to exclude yourself from the Class, you must complete and sign a written request for exclusion containing your name, address and telephone number to: **XXXXXX**, Settlement Administrator, **XXXXXX**. Your written request for exclusion must be postmarked on or before **_____**.

Exhibit 1

_____, and received by the Settlement Administrator. Any request for exclusion post-marked after this date or not received by the Settlement Administrator shall be of no force and effect. Any Class Member who files a complete and timely request for exclusion shall, upon receipt by the Settlement Administrator, no longer be a member of the Settlement Class, shall be barred from objecting to and participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims he/she may have against Defendant.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement, approval papers, and any attorneys' fee motions available at www._____.com, by contacting class counsel at their contact information above, the Settlement Administrator at *****, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR:

XXXXXX
XXXXXX
XXXXXX

You may also call Class Counsel listed above. **PLEASE DO NOT CONTACT THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION.**

EXHIBIT 2

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Attorneys for Plaintiff and the Class

[Additional counsel listed on the next page]

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

JOHNNY RAMIREZ, individually and on
behalf of all those similarly situated,

Plaintiff,

v.

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

Defendants.

Case No. 18-cv-03921-EJD

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

Hon. Edward J. Davila

Courtroom: 4

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8 Attorneys for Plaintiff and the Class
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3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CA 92612-4414

1 This matter came on for hearing on [DATE], on Plaintiff Johnny Ramirez's ("Plaintiff" or
 2 "Class Representative") Motion for Attorneys' Fees and Costs and unopposed Motion for Final
 3 Approval of Class Action Settlement and for Judgment in this action on the terms set forth in the
 4 Joint Stipulation of Class Action Settlement (the "Settlement Agreement"), attached hereto as
 5 Exhibit 1.¹ Due and adequate Notice having been given to the members of the Class, and the
 6 Court having considered the Settlement Agreement, all papers and proceedings held herein, and all
 7 oral and written comments received regarding the proposed Class Settlement, and having reviewed
 8 the entire record in this action, *Johnny Ramirez et al. v. Walgreen Co.*, Case No. 18CV001963
 9 ("the Action"), and good cause appearing, finds that:

10 WHEREAS, Plaintiff has alleged claims against Defendant Walgreen Co. on behalf of
 11 himself and all current and former non-exempt employees who work/worked for Defendant in the
 12 State of California and received a shift premium payment on at least one paycheck during the time
 13 period between July 6, 2017 and September 20, 2018; and

14 WHEREAS, Plaintiff asserts a claim that Defendant failed to provide him with accurate
 15 itemized wage statements in violation of Labor Code § 226. Plaintiff further asserts a claim that
 16 Defendant is liable for penalties under the California Private Attorneys General Act of 2004
 17 ("PAGA") (Cal. Labor Code §§ 2698, et seq.) because of Defendant's alleged violation of Labor
 18 Code § 226; and

19 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
 20 law alleged in this Action; asserts that it has always provided its employees with accurate itemized
 21 wage statements; and further denies any liability whatsoever to Plaintiff or to the Settlement Class
 22 Members; and

23 WHEREAS, without admitting any liability, claim or defense the Parties determined that it
 24 was mutually advantageous to settle this Action and avoid the costs, delay, uncertainty and
 25 business disruption of ongoing litigation; and

26 WHEREAS, this Court granted approval of the PAGA Settlement and preliminary

27 ¹ All capitalized terms appearing in this Order that are not defined herein shall have the meanings assigned to them in
 28 the Parties Settlement Agreement.

1 approval of the parties' Class Settlement in this Action on [DATE] ("Preliminary Approval
2 Order"); and

3 WHEREAS, the Class Notice was sent to the Class Members in accordance with the
4 Preliminary Approval Order; and

5 WHEREAS, a fairness hearing on the proposed Class Settlement having been duly held
6 and a decision reached,

7 NOW, therefore, the Court grants final approval of the Class Settlement, and IT IS
8 HEREBY ORDERED THAT:

9 1. The Court has jurisdiction over the subject matter of this Action, Defendant, and
10 the Settlement Class Members.

11 2. The Court has determined that the Class Notice given to the Settlement Class
12 Members fully and accurately informed all Settlement Class Members of all material elements of
13 the proposed Class Settlement — including the plan of distribution of Maximum Settlement Fund,
14 the PAGA Payment, the application for Class Representative Enhancement to Plaintiff, and the
15 application for Class Counsels' Award — constituted the best notice practicable under the
16 circumstances, constituted valid, due and sufficient notice to all Settlement Class Members, and
17 complied fully with Rule 23 of the Federal Rules of Civil Procedure, the United States
18 Constitution, and any other applicable laws.

19 3. The Court hereby grants final approval of the Class Settlement as fair, reasonable
20 and adequate in all respects to the Settlement Class Members pursuant to Rule 23 of the Federal
21 Rules of Civil Procedure, and orders the Parties and the Settlement Administrator to implement all
22 remaining terms of the Settlement Agreement pertaining to the distribution of the Maximum
23 Settlement Fund and Net Settlement Fund in accordance with the terms of the Settlement
24 Agreement.

25 4. The plan of distribution as set forth in the Settlement Agreement providing for the
26 distribution of the Net Settlement Fund to Settlement Class Members is hereby finally approved as
27 being fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure.

28 5. As previously held in the Court's Preliminary Approval Order, the Class for

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IRVINE, CA 92612-4414

1 settlement purposes is appropriate under Fed. R. Civ. P. 23 and related case law and is defined as
2 follows:

3 “All current and former non-exempt employees who work/worked for Defendant in the
4 State of California and received a shift premium payment on at least one paycheck during
5 the time period between July 6, 2017 and September 20, 2018.”

6 6. As previously held in the Court’s Preliminary Approval Order, the Court appoints
7 as Class Counsel, Diversity Law Group, P.C., Polaris Law Group LLP, and Hyun Legal APC.

8 7. The Court approves payment of a Class Representative Enhancement of \$10,000 to
9 Plaintiff for his service to the Class, which shall be paid from, and not in addition to, the
10 Maximum Settlement Fund.

11 8. The Court approves the payment of attorneys’ fees in the amount of \$383,333.33 to
12 Class Counsel, which shall be paid from, and not in addition to, the Maximum Settlement Fund.

13 9. The Court also approves the additional payment of attorneys’ costs in the amount
14 of \$*** to Class Counsel to reimburse them for their expenses, which shall be paid from, and not
15 in addition to, the Maximum Settlement Fund.

16 10. The Court approves a payment of up to \$[AMOUNT] to the Settlement
17 Administrator out of the Maximum Settlement Fund. Any portion of the payment to the
18 Settlement Administrator that is unused will go to the Net Settlement Fund.

19 11. Any checks for Individual Settlement Payments that are not cashed within 180 days
20 shall be transmitted to ***.

21 12. All claims asserted in this Action are DISMISSED WITH PREJUDICE as to
22 Plaintiff and the Settlement Class Members pursuant to the terms of the Settlement Agreement.
23 Each party shall bear his, her or its own costs and attorneys’ fees, except as provided in the
24 Settlement Agreement and as set forth above in this Order and as set forth in any other Order
25 issued in response to the application by Class Counsel for an award of attorneys’ fees, costs, and
26 expenses, which hearings took place concurrently with the hearing for this Order.

27 13. Upon entry of this Order and the accompanying Judgment, the claims in this Action
28 and the Released Claims of each Settlement Class Member against Defendant, and against any and

all of the Released Parties as defined in the Settlement Agreement, are fully, finally, and forever released, relinquished and discharged pursuant to the terms of the Settlement Agreement to the maximum extent permitted by law.

14. Upon entry of this Order and the accompanying Judgment, all Settlement Class Members are hereby forever barred and enjoined from prosecuting the Released Claims against any of the Released Parties as defined in the Settlement Agreement and as set forth in the Preliminary Approval Order.

15. Each Settlement Class Member is bound by this Order and the Judgment, including, without limitation, the release of claims as set forth in the Settlement Agreement.

16. This Order, the Judgment, the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendant of any liability, claim or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim or wrongdoing in this Action or in any other proceeding.

17. Without affecting the finality of this Order and the accompanying Judgment filed herewith, the Court reserves exclusive and continuing jurisdiction over the Action, the Plaintiff, the Settlement Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, Preliminary Approval Order, distribution of the Maximum Settlement Fund, the Final Judgment, and this Order.

IT IS SO ORDERED.

Dated: _____, 2019

THE HONORABLE EDWARD J. DAVILA
UNITED STATES DISTRICT COURT JUDGE