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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO

BRANDY L. SKUTLEY and TIMOTHY
MILLER, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

WALGREEN CO., an Illinois Corporation,
WALGREENS BOOTS ALLIANCE, INC.,
an Illinois Corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. CV2023-0740

Assigned for All Purposes to:
Hon. Timothy L. Fall

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE OF CLAIMS**

Date: March 12, 2025
Time: 9:00 a.m.
Dept: 11

Complaint Filed: April 10, 2023
FAC Filed: October 10, 2024
Trial Date: None Set

1 Plaintiffs' motion for preliminary approval came on regularly for hearing on March 12,
2 2025, in Department 11 of the Superior Court of the State of California, County of Yolo, located
3 at 1000 Main Street Woodland, CA 95695, before the Honorable Timothy L. Fall. Plaintiffs were
4 represented by their counsel, James Hawkins APLC and Mattern Law Group, PC ("Class
5 Counsel"). Defendants Walgreen Co. and Walgreens Boots Alliance, Inc. ("Defendants") were
6 represented by their counsel, Bryan Cave Leighton Paisner LLP.

7 Plaintiffs Brandy L. Skutley and Timonthy Miller ("Plaintiffs") and Defendants have
8 agreed to settle the Action upon the terms and conditions set forth in the Stipulation of Class and
9 Representative Action and Release of Claims ("Settlement Agreement"), which is attached as
10 Exhibit 1 to the Declaration of James R. Hawkins in support of Plaintiffs' motion for preliminary
11 approval.

12 Based upon the Court's review of the Settlement Agreement, the moving papers submitted
13 in support of preliminary approval, and all of the files, records, and proceedings herein, and in
14 recognition of the Court's duty to make a preliminary determination as to the reasonableness of
15 this proposed class action settlement and to ensure proper notice to all Class Members in
16 accordance with due process requirements, the Court preliminarily finds: (1) the Settlement of the
17 Class Released Claims was entered into in good faith and appears to be fair, reasonable, and
18 adequate, such that the Settlement Administrator should distribute notice of the Settlement to all
19 Class Members, and a hearing regarding final approval of the Settlement should be set; and (2)
20 the Settlement of the PAGA Released Claims appears consistent with PAGA's underlying
21 purpose of benefitting the public. Accordingly, the Court GRANTS preliminary approval of the
22 Parties' Settlement for the reasons stated below, and sets the below schedule for notice to Class
23 Members and the Final Approval Hearing:

24 THEREFORE, IT IS HEREBY ORDERED:

- 25 1. This Order incorporates by reference the definitions in the Settlement Agreement,
26 and all terms defined therein shall have the same meaning in this Order.
- 27 2. It appears to the Court on a preliminary basis that the class aspects of the
28 Settlement are fair, reasonable, and adequate. More specifically, it appears to the Court that

1 counsel for the Parties have engaged in sufficient investigation, research, and formal and informal
2 discovery, such that Class Counsel and Defense Counsel are able to reasonably evaluate their
3 respective positions. The Court preliminarily finds that the class aspects of the Settlement appear
4 to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
6 granted as part of the Settlement and preliminarily finds that the monetary settlement awards
7 made available to all Class Members appear fair, reasonable, and adequate when balanced against
8 the probable outcome of further litigation relating to liability and damages issues.

9 3. The Court further preliminarily finds that the relief provided for under PAGA is
10 genuine, meaningful, and consistent with PAGA's underlying purpose of benefiting the public.

11 4. The Court also finds that settlement of the class and PAGA claims at this time will
12 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
13 presented by the further prosecution of the Action. It further appears that the Settlement has been
14 reached as a result of an arms' length mediation session before a neutral mediator.

15 5. Additional factors weigh in favor of granting preliminary approval. The proposed
16 Settlement does not require Class Members to participate in a claims process in order to receive
17 their share of the Gross Settlement Amount. Any funds not claimed will not revert to Defendants,
18 but will be paid to the Cy Pres Recipient to be approved by the Court. The Parties have proposed
19 Legal Aid at Work as the Cy Pres Recipient. The Court preliminary finds that the Parties'
20 proposed Cy Pres Recipient is fair, adequate, and reasonable.

21 6. For the purposes of this Settlement only, the Court hereby provisionally certifies
22 the Class. The "Class" means all current and former hourly-paid, non-exempt employees who
23 worked for Defendant Walgreen Co. at one of its California distribution centers during the Class
24 Period. The Class Period means the period from June 3, 2020, through April 1, 2024. Individuals
25 who are part of the Class are also referred to as "Class Members." If for any reason the
26 Settlement does not become effective, the fact that the Parties were willing to stipulate to
27 certification of the Class as part of the Settlement shall have no bearing on, and shall not be
28 admissible in connection with, the issue of whether Class should be certified in a non-settlement

1 context in the Action or in any other lawsuit.

2 7. For the purposes of this Settlement only, the Court hereby preliminarily appoints
3 and designates Plaintiffs to serve as the representatives for the Class Members who do not opt out
4 of the Settlement by the Response Deadline.

5 8. For purposes of this Settlement, the Court also preliminarily appoints James R.
6 Hawkins, Christina M. Lucio, and Mitchell J. Murray of James Hawkins APLC, and Matthew J.
7 Matern and Mikael H. Stahle of Matern Law Group, PC to serve as Class Counsel for the Class
8 Members who do not opt out of the Settlement by the Response Deadline. Class Counsel is
9 authorized to represent and bind Plaintiffs and Class Members with respect to all acts or consents
10 required by this Order. Any Class Member may enter an appearance through counsel of such
11 individual's own choosing and at such individual's own expense. Any Class Member who does
12 not enter an appearance or appear on his or her own will be represented by Class Counsel.

13 9. The Court finds, based on Class Counsel's declaration, that Class Counsel has
14 notified the California Labor and Workforce Development Agency ("LWDA") of the PAGA
15 claims at issue in this lawsuit pursuant to Labor Code section 2699.3, and that Class Counsel has
16 notified the LWDA of the settlement of those claims by submitting a copy of the Settlement
17 Agreement to the LWDA in compliance with California Labor Code section 2699(l).

18 10. For the purposes of this Settlement, the Court hereby preliminarily approves the
19 definition and disposition of the Gross Settlement Amount and related matters provided for in the
20 Settlement Agreement. In accordance with the Settlement Agreement, the Court hereby
21 preliminarily approves the Gross Settlement Amount of \$3,400,000, which is the total, non-
22 reversionary amount that Defendants shall be obligated to pay under the Settlement Agreement in
23 order to settle the Action. Separately, Defendants shall also pay the employer's share of payroll
24 taxes on the wage component of the Individual Settlement Payments.

25 11. For the purposes of this Settlement, the Court hereby preliminarily approves the
26 Enhancement Payments to Plaintiffs in the amount of \$10,000 each in recognition of their role in
27 prosecuting the Action on behalf of Class Members and for providing a General Release to the
28 Released Parties. The Court will decide the final amount of the Enhancement Payments at the

1 Final Approval Hearing, and the Enhancement Payments will be paid from the Gross Settlement
2 Amount.

3 12. For purposes of this Settlement, the Court hereby preliminarily approves a
4 payment of a Plaintiffs' Counsel Award of up to \$1,190,000 for fees for the services the attorneys
5 representing the Plaintiffs in the Action have rendered and will render in the Action and
6 reimbursement of costs/expenses up to \$30,000. The Court will decide, and shall have exclusive
7 jurisdiction regarding, the final amount and allocation of the Plaintiffs' Counsel Award at the
8 Final Approval Hearing, and the Plaintiffs' Counsel Award will be paid from the Gross
9 Settlement Amount.

10 13. For purposes of this Settlement, the Court hereby preliminarily approves a
11 payment of up to \$22,000 to the Settlement Administrator for third-party administration fees that
12 are necessary to administer the Settlement ("Settlement Administration Costs") to be paid from
13 the Gross Settlement Amount.

14 14. For purposes of this Settlement, the Court hereby preliminarily approves the
15 PAGA Settlement in the amount of \$170,000 as providing genuine and meaningful relief that is
16 consistent with PAGA's underlying purpose of benefiting the public. The Court also preliminarily
17 approves the Parties' allocation of: (a) seventy-five percent (75%) of the PAGA Settlement as a
18 PAGA Payment to the LWDA; and (b) twenty-five percent (25%) of the PAGA Settlement as the
19 PAGA Settlement Award to the PAGA Employees. The PAGA Settlement shall resolve all claims
20 for civil penalties under the PAGA for the PAGA claims consistent with the PAGA Released
21 Claims described in the Settlement Agreement. The Settlement Agreement provides that the
22 PAGA Settlement Award shall be distributed to PAGA Employees on a proportional basis
23 determined by dividing each PAGA Employee's total Compensable Workweeks during the
24 PAGA Period by the total Compensable Workweeks worked by all PAGA Employees during the
25 PAGA Period and then multiplying that fraction by the 25% portion of the PAGA Settlement. The
26 Court preliminarily approves this proposed allocation and distribution of the PAGA Settlement as
27 fair, reasonable, and adequate. The Court will decide the final PAGA Settlement amount at the
28 Final Approval Hearing, and the PAGA Settlement will be paid from the Gross Settlement

1 Amount.

2 15. The Net Settlement Amount to be distributed to Participating Class Members is the
3 Gross Settlement Amount minus deductions for the Enhancement Payments, Plaintiffs' Counsel
4 Award, Settlement Administration Costs, and PAGA Settlement. The Settlement Agreement
5 provides that the Individual Class Payments shall be calculated by dividing a Participating Class
6 Member's total Compensable Workweeks worked during the Class Period by the total of all
7 Compensable Workweeks worked by all Participating Class Members during the Class Period,
8 and multiplying this result by the Net Settlement Amount. The Court finds that the Net Settlement
9 Amount confers a substantial benefit to Participating Class Members. Accordingly, for purposes
10 of this Settlement, the Court preliminarily approves the Net Settlement Amount and the
11 Individual Class Payments as fair, reasonable, and adequate. The Court will ultimately decide the
12 fairness and adequacy of the distribution of the Net Settlement Amount at the Final Approval
13 Hearing, and the Net Settlement Amount will be paid from the Gross Settlement Amount.

14 16. The Court finds that – provided that all blanks/missing information is filled out –
15 the form and content of the proposed Notice of Class and Representative Action Settlement
16 (attached to the Settlement Agreement as Exhibit 1) will fairly and adequately advise Class
17 Members of the terms of the proposed Settlement, of the preliminary approval of the proposed
18 Settlement, of their right to receive their share of the Settlement, of the scope and effect of the
19 Class Released Claims, of their rights and obligations relating to opting out of or objecting to the
20 Settlement, of the date of the Final Approval Hearing, and of their right to appear at the Final
21 Approval Hearing. Thus, the Court finds that the Notice of Settlement comports with all
22 constitutional requirements, including those of due process. The Court further finds that the
23 distribution of the Notice of Settlement as specifically described within the Settlement
24 Agreement, with measures taken for verification of addresses, as set forth therein, constitutes a
25 fair and effective method of providing notice of this Settlement.

26 17. The Court hereby appoints CPT Group, Inc. as the Settlement Administrator to
27 provide notice of the Settlement and administer the Settlement, as more specifically set forth in
28 the Settlement Agreement.

1 18. The Court understands that the Settlement includes a release of Class Released
2 Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Participating
3 Class Members will fully and irrevocably release the Released Parties from any and all claims,
4 debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees,
5 damages, action or causes of action of whatever kind or nature, whether known or unknown,
6 contingent or accrued, that are alleged, or that reasonably could have been alleged based on the
7 same facts, theories of liability, and claims alleged in the Action, including, but not limited to: (1)
8 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal
9 periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during
10 employment; (6) failure to timely pay wages owed upon separation from employment; (7)
11 knowing and intentional failure to comply with itemized wage statement provisions; (8) violation
12 of the Unfair Competition Law; and (9) failure to reimburse for business expenses. This release
13 shall include, without limitation, claims that were raised, or that reasonably could have been
14 raised based on the same facts, theories of liability, and claims alleged in the Action under the
15 applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 201-
16 204, 210, 218.5, 218.6, 221- 224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194,
17 1194.2, 1195, 1197, 1198 and/or 2802, based on alleged violations of these Labor Code
18 provisions (collectively, the "Class Released Claims"). The period of the Class Released Claims
19 shall be the Class Period. In light of the considerations provided under the Settlement, the Court
20 makes the preliminary finding that the Class Released Claims appears fair, adequate, and
21 reasonable.

22 19. The Court understands that the Settlement includes a release of PAGA Released
23 Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs – on
24 behalf of themselves, the State of California, and PAGA Employees – will fully and irrevocably
25 release the Released Parties from all claims for civil penalties under the PAGA that are alleged or
26 that reasonably could have been alleged based on the same facts and theories of liability alleged in
27 the Action, including, but not limited to claims for penalties pursuant to PAGA due to
28 Defendants' alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)

1 failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to
2 timely pay wages during employment; (6) failure to timely pay wages owed upon separation from
3 employment; (7) knowing and intentional failure to comply with itemized wage statement
4 provisions;(8) failure to reimburse for business expenses; (9) failure to keep accurate records; (10)
5 failure to pay sick pay; (11) failure to provide COVID-19 supplemental paid sick pay; and (12)
6 unlawful background/consumer credit reports. This release shall include, without limitation,
7 claims for penalties pursuant to PAGA that were raised, or that reasonably could have been raised
8 based on the same facts and theories of liability alleged in the Action, under the applicable Wage
9 Orders and California Labor Code provisions, including Labor Code §§ 201-204, 210, 218.5,
10 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1024.5, 1174, 1194, 1194.2,
11 1195, 1197, 1198 and/or 2802, based on alleged violations of these Labor Code provisions
12 (collectively, the “PAGA Released Claims”). The period of the PAGA Released Claims shall be
13 the PAGA Period. In light of the considerations provided under the Settlement, the Court makes
14 the preliminary finding that the PAGA Released Claims appears fair, adequate, and reasonable.

15 20. The Court understands that, under the Settlement, Plaintiffs will provide a General
16 Release, including Plaintiffs’ 1542 Waiver (as defined in the Settlement Agreement) to the
17 Released Parties in consideration for the promises and payments set forth in the Settlement
18 Agreement – including the Enhancement Payments to which Defendants contend Plaintiffs are
19 otherwise not entitled. In light of the considerations provided under the Settlement, the Court
20 makes the preliminary finding that Plaintiffs’ General Release appears fair, adequate, and
21 reasonable.

22 21. The Court understands that the Settlement provides for the following procedures,
23 all of which the Court has considered and finds to be fair, adequate, and reasonable:

24 a. No later than ten (10) business days after the date of this Preliminary Approval
25 Order, Defendants shall provide the Settlement Administrator with the Class Data, which shall
26 include, for each Class Member: employee identification number, full name, last known mailing
27 address, social security number, the number of weeks worked during the Class Period, and the
28 number of pay periods worked during the PAGA Period.

1 b. After updating mailing addresses using the National Change of Address database,
2 the Settlement Administrator shall mail the Class Notice to all Class Members by First Class U.S.
3 Mail pursuant to the terms of the Settlement Agreement.

4 c. Class Members shall be given an opportunity to exclude themselves from the
5 settlement of the Class Released Claims by submitting a Request for Exclusion that: contains the
6 name of the person requesting exclusion; indicate that they do not wish to participate in the
7 Settlement in the “*Skutley v. Walgreen Co. et al.*”, Case No. CV2023-0740”, or some other
8 descriptor that identifies the case; is signed by the person requesting exclusion. Any Request for
9 Exclusion shall be postmarked no later than the Response Deadline, which is forty-five (45) days
10 after the Settlement Administrator mails the Class Notice. The date of the postmark on the return
11 mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion
12 has been timely submitted. Any Class Member who submits a timely and valid Request for
13 Exclusion will not be entitled to a Class Member Payment and will not be bound by the release of
14 the Class Released Claims. Any Class Member who submits a timely and valid Request for
15 Exclusion will not have any right to object to or appeal the Settlement. Class Members who do
16 not submit a timely and valid Request for Exclusion on or before the Response Deadline, absent a
17 good cause finding by the Court permitting the late Request for Exclusion, shall be deemed
18 Participating Class Members and will be bound by all terms of the Settlement and the Final
19 Approval Order and Judgment entered in the above-captioned action. Under no circumstances
20 will a Class Member who has submitted a timely and valid Request for Exclusion be considered
21 to have opted out of the PAGA aspects of the Settlement or the PAGA Released Claims.

22 d. Any Class Member wishing to object to the settlement of the Class Released
23 Claims must submit his/her objection to the Settlement Administrator by the Response Deadline.
24 To be valid, the Notice of Objection must: (i) contain the name of the Class Member; (ii) identify
25 the case, e.g., by stating the Notice of Objection relates to the “*Skutley v. Walgreen Co. et al.*”,
26 Case No. CV2023-0740”, or some other descriptor that identifies the case; (iii) state the basis for
27 the objection; (iv) be signed by the Class Member; and (v) be postmarked on or before the
28 Response Deadline. Absent good cause found by the Court, if the Notice of Objection does not

1 satisfy the requirements listed in (i)-(v), it will not be deemed a timely and valid objection to the
2 Settlement. The date of the postmark on a Notice of Objection shall be the exclusive means used
3 to determine whether a Notice of Objection has been timely served on the Settlement
4 Administrator.

5 22. As of the date this Order is signed, all dates and deadlines associated with the
6 above-captioned action shall be stayed, other than those pertaining to the administration of the
7 Settlement, to be re-set if final approval is not granted.

8 23. This Settlement is not a concession or admission and shall not be used against
9 Defendants or any of the Released Parties as an admission of liability with respect to the Class
10 Released Claims or PAGA Released Claims. Whether or not the Settlement is finally approved,
11 neither the Settlement, nor any document, statement, proceeding, or conduct related to the
12 Settlement, nor any reports or accounts thereof, shall in any event be: (a) construed as, offered or
13 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the
14 Released Parties including, but not limited to, evidence of a presumption, concession, indication,
15 or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing,
16 omission, concession, or damage; or (b) disclosed, referred to, offered, or received in evidence
17 against any of the Released Parties in any further proceeding in the Action, or in any other civil,
18 criminal, or administrative action or proceeding, except for purposes of enforcing the Settlement.

19 24. Class Counsel's motion and other papers in support of Final Approval of the
20 proposed Settlement and applications for awards of the Enhancement Payments, the Class
21 Counsel Fees Award, and the Class Counsel Costs Award shall be filed and served no later than
22 sixteen (16) court days before the Final Approval Hearing.

23 25. A Final Approval Hearing shall be held on _____, 2025, in Department
24 14 of the Superior Court of the State of California, County of Yolo, to determine whether the
25 proposed Settlement is fair, reasonable, and adequate and should be finally approved. The Final
26 Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court
27 without further notice to Class Members. After the Final Approval Hearing, the Court may enter a
28 Final Approval Order and Judgment in accordance with the Settlement that will adjudicate the

1 rights of all Participating Class Members, PAGA Employees, and the State of California.

2 26. In the event that the proposed Settlement is not finally approved by the Court, or
3 for any reason the Effective Date does not occur, then the Settlement and all orders entered in
4 connection therewith shall be null and void and of no effect, and shall not be used or referred to
5 for any purposes whatsoever, other than in connection with any further attempts to obtain
6 approval of a Settlement. If the Settlement is not ultimately approved, the Settlement shall be
7 withdrawn without prejudice as to the rights of the Parties thereto.

8 **IT IS SO ORDERED.**

9
10
11 DATED: _____

Hon. Timothy L. Fall
Judge of the Superior Court