

James R. Hawkins (SBN 192925)
james@jameshawkinsaplc.com
Christina M. Lucio (SBN 253677)
christina@jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiff BRANDY L. SKUTLEY, on behalf of
herself and all others similarly situated,

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

**PLAINTIFF'S NOTICE OF ENTRY OF
ORDER AND JUDGEMENT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TO THE COURT AND ALL PARTIES OF RECORD AND THEIR ATTORNEYS:

Please take notice that on November 5, 2025 in Department 11 in the above entitled Court located at 1000 Main Street, Woodland, CA 95695, the Hon. Timothy L. Fall issued an order and judgement granting final approval of class action settlement and release of claims. A final accounting hearing has been scheduled for June 23, 2026 at 8:00 a.m. A final accounting report from the Administrator is due no later than June 8, 2026. A true and correct copy of the Court’s, November 5, 2025, Order and Judgement Granting Final Approval of Class Action Settlement and Release of Claims, is attached hereto as **Exhibit A**.

Dated: November 17, 2025 **JAMES HAWKINS APLC**

/s/ Christina M. Lucio
James Hawkins, Esq.
Christina M. Lucio, Esq.
Attorneys for Plaintiff
Brandy L. Skutley

EXHIBIT A

RECEIVED
YOLO SUPERIOR COURT
10/14/2025 4:26 PM
By: B Puebla, Deputy

FILED
YOLO SUPERIOR COURT

NOV 05 2025

BY *A. Gonzalez-Aguilar*
DEPUTY
A. GONZALEZ-AGUIAR

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,

Plaintiff,

vs.

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

Defendants.

Case No. CV2023-0740

[Assigned to the Hon. Timothy L. Fall]

~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND RELEASE OF
CLAIMS

DATE: November 5, 2025
TIME: 9:00 a.m.
DEPT: 11

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

[PROPOSED] ORDER AND JUDGMENT

Plaintiffs Brandy L. Skutley and Timothy Miller's ("Plaintiffs") Motion for Final Approval of Class Action Settlement and Release of Claims came on regularly for hearing on November 5, 2025 in Department 11 of this Court. Plaintiffs were represented by their counsel, James R. Hawkins APLC and Matern Law Group, PC ("Class Counsel"). Defendants Walgreen Co. and Walgreens Boots Alliance, Inc. ("Defendants") were represented by their counsel, Bryan Cave Leighton Paisner LLP.

Having reviewed Plaintiffs' motion, the Declarations of Matthew J. Matern, James Hawkins, Timothy Miller, Brandy L. Skutley, and William Argueta of CPT Group, Inc., the exhibits thereto, including the Stipulation of Class and Representative Action Settlement and Release of Claims ("Settlement Agreement"), and for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Court has personal jurisdiction over all Class Members and PAGA Employees and has subject matter jurisdiction to approve this Agreement and all exhibits thereto in this Action.

2. The Court finds that the Settlement Agreement was the result of arm's-length negotiations conducted with an experienced mediator after the Parties' counsel had thoroughly and adequately investigated the claims and defenses and became familiar with the strengths and weaknesses of those claims.

3. The Court approves the Settlement Agreement and the proposed Settlement as fair, reasonable and adequate, consistent and in compliance with all applicable requirements of the applicable rules of civil procedure, 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.

4. The Court adopts all defined terms set forth in the Settlement Agreement and directs the Parties and their counsel to implement the Settlement Agreement according to its terms and provisions. The Court declares the Settlement Agreement to be binding on Plaintiffs

1 and all other Class Members, except those who timely and properly filed Requests for Exclusion,
2 as well as their heirs, executors and administrators, successors and assigns.

3 5. Solely for purposes of effectuating the Settlement, the Court has certified a Class
4 defined as "all current and former hourly-paid, non-exempt employees who worked for
5 Defendant Walgreen Co. at one of its California distribution centers during the Class Period."

6 a. In accordance with Paragraph I.E. of the Settlement Agreement, "Class
7 Period" refers to the period from June 3, 2020 through April 1, 2024.

8 b. In accordance with Paragraph I.U. of the Settlement Agreement, "PAGA
9 Period" refers to the period from April 10, 2022 through April 1, 2024.

10 6. The Court finds that an ascertainable class exists and a well-defined community
11 of interest exists in the questions of law and fact involved because in the context of the
12 Settlement: (i) there are questions of law and fact common to the Class Members which, as to
13 the Settlement and all related matters, predominate over any individual questions; (ii) the
14 claims of Plaintiffs are typical of the claims of the Class Members; and (iii) in negotiating,
15 entering into and implementing the Settlement, Plaintiffs and Class Counsel have fairly and
16 adequately represented and protected the interests of the Class Members.

17 7. The Court finds that the Notice of Class and Representative Action Settlement
18 ("Notice") and notice methodology implemented pursuant to the Settlement Agreement: (i)
19 constituted the best practicable notice; (ii) constituted notice that was reasonably calculated,
20 under the circumstances, to apprise Class Members of the pendency of the Action, their right to
21 object to or exclude themselves from the proposed Settlement and their right to appear at the
22 Final Approval/Settlement Fairness Hearing; (iii) were reasonable and constituted due,
23 adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all
24 applicable requirements of the applicable rules of civil procedure, the California and United
25 States Constitutions (including the Due Process Clauses), and any other applicable law.

26 8. The Court finds that Class Counsel adequately represented the Class for purposes
27 of entering into and implementing the Settlement.
28

1 9. As of the date that Defendants fund the Settlement and as of the Effective Date,
2 defined as the date on which the time for appeal of the Judgment and Order Granting Final
3 Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final
4 resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action
5 Settlement, the Settlement Class Members and the PAGA Employees will forever discharge the
6 Released Parties from the Class Released Claims and PAGA Released Claims as follows:

7 a. Release By All Settlement Class Members. in exchange for the
8 consideration set forth in the Settlement Agreement, Plaintiffs and the Settlement Class
9 Members shall release the Released Parties from the "Class Released Claims" for the Class
10 Period. "Class Released Claims" means any and all claims, debts, liabilities, demands,
11 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of
12 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
13 alleged, or that reasonably could have been alleged based on the same facts, theories of
14 liability, and claims alleged in the Action, including, but not limited to: (1) failure to pay
15 minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4)
16 failure to authorize and permit rest periods; (5) failure to timely pay wages during employment;
17 (6) failure to timely pay wages owed upon separation from employment; (7) knowing and
18 intentional failure to comply with itemized wage statement provisions; (8) violation of the
19 Unfair Competition Law; and (9) failure to reimburse for business expenses. This release shall
20 include, without limitation, claims that were raised, or that reasonably could have been raised
21 based on the same facts, theories of liability, and claims alleged in the Action under the
22 applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 201-
23 204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194,
24 1194.2, 1195, 1197, 1198 and/or 2802, based on alleged violations of these Labor Code
25 provisions (collectively, the "Class Released Claims"). The period of the Class Released Claims
26 shall be the Class Period. The Parties agree that the judgment, and release of claims provided
27 herein, shall have *res judicata* effect. The definition of Class Released Claims shall not be
28

1 limited in any way by the possibility that Plaintiffs or Settlement Class Members may discover
2 new facts or legal theories or legal arguments not alleged in the operative pleading in the
3 Action but which might serve as an alternative basis for pursuing the same claims, causes of
4 action or legal theories of relief falling within the definition of Class Released Claims.

5 b. Release By All PAGA Employees. As of the date that Defendants fund
6 the Settlement and as of the Effective Date, in exchange for the consideration set forth in the
7 Settlement Agreement, Plaintiffs and the PAGA Employees release the Released Parties from
8 the PAGA Released Claims for the PAGA Period. "PAGA Released Claims" means all claims
9 for civil penalties under the PAGA that are alleged or that reasonably could have been alleged
10 based on the same facts and theories of liability alleged in the Action, including, but not limited
11 to claims for penalties pursuant to PAGA due to Defendants' alleged: (1) failure to pay
12 minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4)
13 failure to authorize and permit rest periods; (5) failure to timely pay wages during employment;
14 (6) failure to timely pay wages owed upon separation from employment; (7) knowing and
15 intentional failure to comply with itemized wage statement provisions; (8) failure to reimburse
16 for business expenses; (9) failure to keep accurate records; (10) failure to pay sick pay; (11)
17 failure to provide COVID-19 supplemental paid sick pay; and (12) unlawful
18 background/consumer credit reports. This release shall include, without limitation, claims for
19 penalties pursuant to PAGA that were raised, or that reasonably could have been raised based
20 on the same facts and theories of liability alleged in the Action, under the applicable Wage
21 Orders and California Labor Code provisions, including Labor Code §§ 201-204, 210, 218.5,
22 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1024.5, 1174, 1194, 1194.2,
23 1195, 1197, 1198 and/or 2802, based on alleged violations of these Labor Code provisions
24 (collectively, the "PAGA Released Claims"). The Parties agree that the judgment, and release
25 of claims provided herein, shall have *res judicata* effect. The definition of PAGA Released
26 Claims shall not be limited in any way by the possibility that Plaintiffs or PAGA Employees
27 may discover new facts or legal theories or legal arguments not alleged in the operative
28

1 pleading in the Action but which might serve as an alternative basis for pursuing the same
2 claims, causes of action or legal theories of relief falling within the definition of PAGA
3 Released Claims.

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

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

1 11. Plaintiffs and Class Members who have not been timely and properly excluded
2 from the Class, PAGA Employees, and any person acting on their behalf, are permanently
3 barred and enjoined from filing, commencing, prosecuting, intervening in, participating in (as
4 class members, aggrieved employees, or otherwise) or receiving any benefits or other relief
5 from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory
6 or other proceeding or order in any jurisdiction based on the Class Released Claims or PAGA
7 Released Claims.

8 12. In accordance with the Settlement Agreement, Judgment shall be entered in this
9 Action in the Gross Settlement Amount of \$3,400,000 plus Defendants' share of payroll taxes
10 owed on the Wage Portion of the Individual Settlement Payments which shall be paid
11 separately from and in addition to this Gross Settlement Amount.

12 13. The Court approves attorneys' fees in the amount of one-third of the Gross
13 Settlement Amount under the common fund doctrine, i.e., of \$1,190,000 to be divided equally
14 between James Hawkins APLC and Matern Law Group, PC.

15 14. The Court approves the PAGA Payment of \$170,000 with 75% (\$127,500)
16 payable to the Labor & Workforce Development Agency ("LWDA") and 25% (\$42,500)
17 disbursed as PAGA Settlement Awards to the PAGA Employees.

18 15. The Court approves the Class Representative Enhancement Payments of \$10,000 to
19 each Plaintiff.

20 16. The Court approves the Administrative Costs to CPT Group, Inc. in the amount of
21 \$22,000.

22 17. The Court authorizes the Parties, without further approval from the Court, to agree
23 to and to adopt such amendments, modifications and expansions of the Settlement Agreement and
24 all exhibits attached hereto as: (i) are consistent with the Final Judgment; and (ii) do not limit the
25 rights of Class Members or PAGA Employees under the Settlement Agreement.

26 18. The Court finds that no (0) Class Members have objected to the Settlement.

27 ///

1 19. The Court finds that three (3) Class Members have submitted valid requests for
2 exclusion and shall therefore be excluded from the settlement of class claims.

3 20. The Class Members who submitted valid and timely Requests for Exclusion are
4 Non-Participating Class Members and shall not receive an Individual Class Payment or have
5 the right to object to the class action components of the Settlement. Because future PAGA
6 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
7 Members who are PAGA Employees are deemed to release the claims identified in Paragraph
8 III.(D). of the Settlement Agreement and are eligible to receive an Individual PAGA Payment.

9 21. No later than five (5) days after the Effective Date, Defendants shall fund the
10 Gross Settlement Amount and Defendants' share of payroll taxes by transmitting the funds to
11 the Administrator. The Effective Date means the date on which the time for appeal of the
12 Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an
13 appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order
14 Granting Final Approval of Class Action Settlement.

15 22. Within fourteen (14) days after the Settlement Administrator receives the Gross
16 Settlement Amount from Defendants, the Administrator shall mail checks as follows from the
17 Gross Settlement Amount: /

18 a. \$1,190,000 for attorneys' fees (thirty-five percent of the Gross
19 Settlement Amount), fifty percent (50%) of which shall be paid to James Hawkins APLC, and
20 fifty percent (50%) of which shall be paid to Matern Law Group, PC;

21 b. \$25,227.66 for litigation costs, \$3,226.13 of which shall be paid to
22 Matern Law Group, PC and \$22,227.66 to be paid to James Hawkins APLC;

23 c. \$127,500 (75% of \$170,000 PAGA Payment) payable to the
24 LWDA;

25 d. \$10,000 payable to each Plaintiff for the Class Representative
26 Enhancement Payment.

27 ///

28

1 e. \$22,000 payable to CPT Group, Inc. for administration expenses; and
2 f. The remaining amount shall be distributed as set forth in the Settlement
3 Agreement.

4 23. The Administrator will send checks for Individual Settlement Payments and
5 PAGA Settlement Awards to Settlement Class Members and PAGA Employees.

6 24. After 180 days from the mailing of the Individual Settlement Payment and
7 PAGA Settlement Award checks, the funds from any checks that have not been cashed will be
8 transmitted by the Settlement Administrator to the *cy pres*, Legal Aid at Work.

9 25. The Court further finds that the *cy pres* distribution bears a substantial nexus to
10 the interests of the Class Members and the objectives of the underlying statutes and causes of
11 action at issue in this litigation. Specifically, Legal Aid at Work's mission and activities
12 reasonably approximate the interests of the Class Members and advance purposes consistent
13 with those underlying the claims asserted in this Action. Accordingly, the Court approves
14 Legal Aid at Work as the *cy pres* beneficiary of any unclaimed or residual funds remaining
15 after distribution to Settlement Class Members.

16 26. Without affecting the finality of the Judgment, the Court shall retain continuing
17 jurisdiction over the Action, the Parties and the Class, as well as the administration and
18 enforcement of the Settlement. Any disputes or controversies arising with respect to the
19 interpretation, consummation, enforcement or implementation of the Settlement shall be
20 presented by motion to the Court.

21 27. The Administrator shall post notice of this Judgment on its website within ten
22 (10) days after entry of the Judgment.

23 28. This Judgment is intended to be a final disposition of the Action in its entirety,
24 and is immediately appealable.

25 29. In the event that the Settlement Agreement is not finally approved by the Court,
26 fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way

27 ///

28

1 prevents or prohibits Defendants from obtaining a complete resolution of the claims as
2 described herein:

3 (a) The Settlement Agreement shall be void *ab initio* and of no force or
4 effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any
5 purpose or with respect to any issue, substantive or procedural;

6 (b) The conditional class certification (obtained for any purpose) shall be
7 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
8 administrative or arbitral proceeding for any purpose or with respect to any issue, substantive
9 or procedural; and

10 (c) None of the Parties to this Settlement will be deemed to have waived any
11 claims, objections, defenses or arguments in the Action, including with respect to the issue of
12 class certification.

13 30. A final accounting hearing is scheduled for 6/22/26 at 8:00. Class
14 Counsel shall file a final accounting report from the Administrator no later than
15 6/8/26.

16 IT IS SO ORDERED, ADJUDICATED, AND DECREED, AND JUDGMENT IS SO
17 ENTERED.

18 DATED: 11/5/25

19
20  TIMOTHY L. FALL
21 JUDGE OF THE SUPERIOR COURT
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

On November 17, 2025, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address naomi@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

See attached page.

Executed on November 17, 2025, at Irvine, California.


Naomi Adams

Matthew J. Matern, Esq.
Mikael H. Stahle, Esq.
MATERN ALW GROUP, PC
1230 Rosecrans Ave, Suite 200
Manhattan Beach, CA 90266
Tel: 310-531-1900
Fax: 310-531-1901
mmatern@maternlawgroup.com
mstahle@maternlawgroup.com

Attorneys for Plaintiff
TIMOTHY MILLER

Christopher J. Archibald, Esq.
BRYAN CAVE LEIGHTON PAISNER LLP
1920 Main Street, Suite 1000
Irvine, CA 92614-7276
Tel: 949-223-7000
Fax: 949-223-7100
Christopher.archibald@bclplaw.com

Attorneys for Defendant
WALGREEN CO.

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

(via website only)