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KENNETH PRESIDENT

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

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

Plaintiff,

v.

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

Defendants.

Case No. 3:20cvV-06530-MMC

Assigned For All Purposes to the Honorable
Maxine M. Chesney, Courtroom 7

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

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff Kenneth President, 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 *Kenneth President v. Walgreen Co.*, filed on
8 August 3, 2020 in the Superior Court for the State of California, County of Santa Clara (Case No.
9 20CV368984), and subsequently removed to the United States District Court for the Northern
10 District of California, where it was assigned Case No. 3:20-cv-06530-MMC.

11 C. “Class” or “Class Members” means all current and former non-exempt, hourly
12 customer service associates employed by Walgreen Co. who worked in California at any time
13 during the Class Period.

14 D. “Class Counsel” means Setareh Law Group.

15 E. “Class Counsel Award” means attorneys’ fees for Class Counsels’ litigation and
16 resolution of this Action and their expenses and costs incurred in connection with the Action, paid
17 from the Gross Settlement Amount.

18 F. “Class Data” means information regarding Class Members that Defendant will, in
19 good faith, compile from its records and provide to the Settlement Administrator. It shall be
20 formatted as a Microsoft Excel spreadsheet and shall include the following information for each
21 Class Member: (1) employee identification number; (2) full name; (3) last known address; (4)
22 Social Security number; and (5) the number of weeks each Class Member worked during the
23 Class Period or the Class Member’s hire and termination dates.

24 G. “Class Period” means the period from August 3, 2016 through the Preliminary
25 Approval Date, or April 30, 2022, whichever occurs first.

26 H. “Class Representative Enhancements” means the amount that the Court authorizes
27 to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his
28 efforts and risks in assisting with the prosecution of the Action and in exchange for executing the

1 General Release provided herein.

2 I. "Class Representative(s)" means Plaintiff in his capacity as the representative of
3 the Class Members.

4 J. "Compensable Workweeks" means the total number of weeks during which
5 Settlement Class Members worked during the Class Period.

6 K. "Court" means the court with which the Preliminary Approval and Final Approval
7 motions are filed in this Action.

8 L. "Defendant" means Walgreen Co.

9 M. "Effective Date" means: (a) the Court's final approval of the Settlement
10 Agreement, if no objections by or on behalf of Class Members has been filed; (b) the time for
11 appeal has expired, if an objection has been filed and no appeal has been filed or has been
12 withdrawn; or (c) the final resolution of any appeal that has been filed.

13 N. "Individual Settlement Payment" means the amount payable from the Net
14 Settlement Amount to each Settlement Class Member.

15 O. "Gross Settlement Amount" means the sum of the Individual Settlement Payments,
16 the Class Representative Enhancements, the Class Counsel Award, PAGA Payment and the
17 Settlement Administration Costs up to a maximum of Ten Million Nine Hundred Thousand
18 Dollars (\$10,900,000.00).

19 P. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the
20 approved Class Counsel Award, Class Representative Enhancements, PAGA Payment and
21 Settlement Administration Costs.

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

24 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
25 (Lab. Code §§ 2698 *et seq.*)

26 S. "PAGA Payment" means the payment made hereunder to the California Labor and
27 Workforce Development Agency (LWDA) pursuant to PAGA.

28 T. "PAGA Employee" shall mean all non-exempt employees who worked for

1 Defendants in California during the PAGA Period.

2 U. "PAGA Claims" shall mean all claims for penalties under the PAGA actually
3 alleged or that could have been alleged in the Action by Plaintiff in this Action, on behalf of
4 himself and the State of California.

5 V. "PAGA Period" shall mean the period from June 19, 2019 through April 30, 2022.

6 W. "PAGA Settlement Award" shall mean the pro-rata share of the PAGA penalties
7 allocated to the settlement of the PAGA Claims to which each PAGA Employee is entitled based
8 on the number of pay periods they worked during the PAGA Period.

9 X. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean
10 either Plaintiff or Defendant, individually.

11 Y. "Payment Ratio" means the respective Compensable Workweeks for each
12 Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class
13 Members.

14 Z. "Plaintiff" means Kenneth President.

15 AA. "Preliminary Approval Date" means the date on which the Court enters an order
16 granting preliminary approval of the Settlement.

17 BB. "Released Claims" means any and all claims, debts, liabilities, demands,
18 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of
19 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
20 alleged, reasonably related to or that reasonably could have arisen out of the same facts alleged in
21 the Action, including, but not limited to: (a) failure to pay all minimum wages owed; (b) failure to
22 pay all overtime wages owed; (c) failure to provide all meal periods; (d) failure to authorize and
23 permit all rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure to
24 timely pay all wages upon separation of employment; (g) failure to reimburse business expenses;
25 (h) all claims for unfair business practices that could have been premised on the facts, claims,
26 causes of action or legal theories described above; and (i) all claims under California Labor Code
27 Private Attorneys General Act of 2004 that could have been premised on the facts, claims, causes
28 of action or legal theories described above. This Release shall include, without limitation, claims

1 that were raised, or that reasonably could have been raised, under the applicable Wage Orders and
2 California Labor Code provisions, including Labor Code §§ 201-204, 210, 223, 226, 226.3, 226.7,
3 512, 1194, 1194.2, 1197, 1197.1, 1198, and/or 2802, based on alleged violations of these Labor
4 Code provisions (collectively, the “Released Claims”). The period of the Released Claims shall
5 be the Class Period. The Parties agree that the judgment, and release of claims provided herein,
6 shall have *res judicata* effect. The definition of Released Claims shall not be limited in any way
7 by the possibility that Plaintiff or Settlement Class Members may discover new facts or legal
8 theories or legal arguments not alleged in the operative pleadings in the Action but which might
9 serve as an alternative basis for pursuing the same claims, causes of action or legal theories of
10 relief falling within the definition of Released Claims.

11 CC. “PAGA Released Claims” means all PAGA Claims that were actually alleged or
12 could have been alleged in the Complaint in this Action by Plaintiff, on behalf of the State of
13 California, himself, and PAGA Employees. Upon approval of the terms of this Joint Stipulation
14 at the Final Approval Hearing, all PAGA Employees shall release and discharge Defendants and
15 the other Released Parties from Released PAGA Claims, irrespective of whether that PAGA
16 Employee validly requests exclusion from the settlement of Released Class Claims. An opt-out
17 does not affect the release of PAGA Claims under this Agreement.

18 DD. “Released Parties” means Defendant and all of its present and former parent
19 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint ventures, and
20 all of their shareholders, officers, directors, employees, agents, servants, registered
21 representatives, attorneys, insurers, successors and assigns, and any other persons acting by
22 through, under or in concert with any of them.

23 EE. “Request for Exclusion” means a written statement signed by the Class Member
24 requesting exclusion containing the Class Member’s name, address and telephone number to be
25 mailed by Class Members who wish to opt out of the Settlement Class. To be effective, the
26 Request for Exclusion must be post-marked by the Response Deadline and received by the
27 Settlement Administrator.

28

1 FF. "Response Deadline" means the date sixty (60) days after the Settlement
2 Administrator mails Notice Packets to Class Members and the last date on which Class Members
3 may submit Requests for Exclusion or Objections to the Settlement.

4 GG. "Settlement" means the disposition of the Action pursuant to this Agreement.

5 HH. "Settlement Administrator" means ILYM Group, Inc.

6 II. "Settlement Class Members" or "Settlement Class" means all current and former
7 non-exempt, hourly customer service associates employed by Walgreen Co. who worked in
8 California at any time during the Class Period and who do not submit a timely and valid Request
9 for Exclusion, as provided in this Agreement, or who did not previously release the Released
10 Claims under a separate agreement.

11 **II. RECITALS**

12 A. On August 3, 2020, Plaintiff filed a Complaint, asserting the following causes of
13 action: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2)
14 Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Provide
15 Hourly and Overtime Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); (4)
16 Failure to Indemnify (Lab. Code § 2802); (5) Failure to Provide Accurate Written Wage
17 Statements (Lab. Code § 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201,
18 202 and 203); and (7) Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*). Plaintiff alleged
19 his claims individually and on behalf of all current and former non-exempt California employees
20 employed by Defendant at any time from August 3, 2016 through the present.

21 B. On September 17, 2020, Defendant removed the action pursuant to 28 U.S.C. §§
22 1441, 1446, and 1453, asserting jurisdiction under the Class Action Fairness Act ("CAFA"), 28
23 U.S.C. §§ 1332(d).

24 C. On January 12, 2021, Plaintiff filed a First Amended Complaint asserting the
25 following claims: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and
26 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure
27 to Provide Hourly and Overtime Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and
28 1198); (4) Failure to Indemnify (Lab. Code § 2802); (5) Failure to Provide Accurate Written

1 Wage Statements (Lab. Code § 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§
2 201, 202 and 203); (7) Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*); and (8) Civil
3 Penalties (Lab. Code § 2698 *et seq.*). Plaintiff alleged his claims individually and on behalf of all
4 current and former non-exempt California employees employed by Defendant at any time from
5 August 3, 2016 through the present.

6 D. Through substantial formal and informal discovery, Defendant provided Plaintiff's
7 counsel with, *inter alia*, relevant written policies, data regarding the total number of Class
8 Members, the number of current Class Members, the number of former Class Members, the
9 number of workweeks that the Class Members worked during the Class Period, the Class
10 Members' average hourly rate of pay during the Class Period, and a fifty percent (50%) sampling
11 of the payroll and time records for the Class Members during the Class Period.

12 E. On March 4, 2022, the Parties attended private mediation with an experienced
13 mediator, Michael Dickstein. The Parties reached a settlement, as provided herein, to settle
14 Plaintiff's claims on a class and representative action basis.

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

21 G. The Plaintiff and Class Representative is represented by Class Counsel. Class
22 Counsel conducted an investigation into the facts relevant to the Action, including reviewing
23 documents and information provided by Defendant as well as a interviews with Class Members.
24 Based on their own independent investigation and evaluation, Class Counsel are of the opinion
25 that the Settlement with Defendant is fair, reasonable and adequate and in the best interest of the
26 Settlement Class in light of all known facts and circumstances, including the risks of significant
27 delay, defenses asserted by Defendant, uncertainties regarding a class and representative action
28 trial on the merits and numerous potential appellate issues. Although Defendant denies any

1 liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation.
2 Accordingly, the Parties and their counsel desire to fully, finally and forever settle, compromise
3 and discharge all disputes and claims arising from or relating to the Action on the terms set forth
4 herein.

5 **III. TERMS OF AGREEMENT**

6 A. Settlement Consideration. Defendant shall create the Gross Settlement Amount.
7 The following will be paid out of the Gross Settlement Amount: the sum of the Individual
8 Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA
9 Payment and the Settlement Administration Costs, as specified in this Agreement. In no event
10 shall Defendant be required to pay more than the Gross Settlement Amount, except that
11 Defendant shall pay any employer-side taxes due on the Individual Settlement Payments in
12 addition to the Gross Settlement Amount.

13 B. Escalator Clause. The Gross Settlement Fund was negotiated based on the
14 understanding that there were approximately 1,517,029 workweeks worked by the Class Members
15 during the Class Period of August 3, 2016 through December 1, 2021. If the actual number of
16 workweeks worked by the Class Members during the Class Period is more than ten percent (10%)
17 greater than this figure (*i.e.*, there are more than 1,668.732 workweeks), Defendant agrees to
18 increase the Gross Settlement Amount on a proportional basis (*i.e.*, if there was an eleven percent
19 (11%) increase in the number of workweeks worked by Class Members, Defendant would agree
20 to increase the Gross Settlement Amount by one percent (1%).

21 C. Release By All Settlement Class Members. As of the Effective Date, in exchange
22 for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
23 release the Released Parties from the Released Claims for the Class Period. Plaintiff and the
24 Settlement Class Members may hereafter discover facts or legal arguments in addition to or
25 different from those they now know or currently believe to be true with respect to the claims,
26 causes of action and legal theories of recovery in this case which are the subject matter of the
27 Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit
28 the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the

1 Settlement Class Members shall be deemed to have, and by operation of the final judgment
2 approved by the Court, shall have, fully, finally, and forever settled and released all of the
3 Released Claims as defined in this Agreement.

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

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

1 California Fair Employment and Housing Act, the California Family Rights Act, the Family
2 Medical Leave Act, California's Whistleblower Protection Act, California Business &
3 Professions Code Section 17200 *et seq.* and any and all claims arising under any federal, state or
4 other governmental statute, law, regulation or ordinance. Plaintiff hereby expressly waives and
5 relinquishes any and all claims, rights or benefits that she may have under California Civil Code §
6 1542, which provides as follows:

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

11 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
12 which she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and
13 forever settle and release any and all claims against the Released Parties, known or unknown,
14 suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of
15 execution of this Agreement, including, but not limited to, any and all claims relating to or arising
16 from Plaintiff's employment with Defendant, except the foregoing General Release by Plaintiff
17 shall not extend to (i) his pending claims against Defendants for retaliation, failure to prevent
18 retaliation, intentional infliction of emotional distress, wrongful termination in violation of public
19 policy, and unfair business practices (Cal. Bus. & Prof. Code § 17200 *et seq.*); and (ii) those
20 rights as a matter of law that cannot be waived, including, but not limited to, workers'
21 compensation claims. The Parties further acknowledge, understand and agree that this
22 representation and commitment is essential to the Agreement and that this Agreement would not
23 have been entered into were it not for this representation and commitment.

24 F. Conditions Precedent: This Settlement will become final and effective only upon
25 the occurrence of all of the following events:

- 26 1. The Court enters an order granting preliminary approval of the Settlement;
- 27 2. The Court enters an order granting final approval of the Settlement and a
28 Final Judgment in the Action;

1 3. The time for appeal of the Final Judgment and Order Granting Final
2 Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final
3 resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action
4 Settlement; and

5 4. Defendant does not invoke its right to revoke the Settlement as provided
6 herein.

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

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

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

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

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

1 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for hereunder, and Settlement Class Members are not relying on any
3 statement or representation by the Parties in this regard. Settlement Class Members understand
4 and agree that they will be responsible for the payment of any employee taxes and penalties
5 assessed on the Individual Settlement Payments described herein and will hold the Parties free
6 and harmless from and against any claims, liabilities, costs and expenses, including attorney's
7 fees, resulting in any way from personal tax treatment of the payments made pursuant to this
8 Agreement, including the treatment of such payments as not subject to withholding or deduction
9 for payroll and employment taxes (except for any obligation of Defendant to pay its share of
10 employer taxes, if any). Defendant's share of any employer payroll taxes and other required
11 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
12 Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross
13 Settlement Amount.

14 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
15 section, the "acknowledging party" and each Party to this Agreement other than the
16 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
17 Agreement, and no written communication or disclosure between or among the Parties or their
18 attorneys and other advisers, is or was intended to be, nor shall any such communication or
19 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
20 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
21 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
22 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
23 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
24 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
25 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
26 party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects
27 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
28

1 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
2 tax structure of any transaction, including any transaction contemplated by this Agreement.

3 K. Remand. The Parties agree and shall stipulate to remand the action back to the
4 Santa Clara County Superior Court (“State Court”) for the purposes of obtaining preliminary and
5 final approval. In the event the State Court declines to approve the settlement for any reason, the
6 Parties agree that Plaintiff will dismiss the State Court action and refile the action in federal court.
7 Defendant agrees to execute a tolling agreement to preserve the statutory period applicable to the
8 case in the event the case is subsequently re-filed in federal court.

9 L. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file
10 with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which
11 shall include this Settlement Agreement. Any dispute regarding forms of notices and other
12 documents necessary to implement the Settlement contained in the Stipulation, if not timely
13 resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing
14 date to obtain preliminary approval of the Settlement.

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

24 N. Settlement Administration.

25 1. Class Data. No later than twenty (20) business days after the Preliminary
26 Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for
27 purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be
28 confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or

1 Plaintiff or any third party, or use the Class Data or any information contained therein for any
2 purpose other than to administer this Settlement.

3 2. Notice Packets.

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

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

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

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

involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

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

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

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

1 written Request for Exclusion on or before the Response Deadline shall be bound by all terms of
2 the Settlement and any final judgment entered in this Action if the Settlement is approved by the
3 Court. No later than five (5) calendar days after the Response Deadline, the Settlement
4 Administrator shall provide counsel for the Parties with a final list of the Class Members who
5 have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel
6 seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion
7 from the Settlement.

8 8. Objections. All written objections and supporting papers (“Notice of
9 Objection”) should: (a) clearly identify the case name and number *Kenneth President v. Walgreen*
10 *Co.*, Case No. 20-cv-06530-MMC, (b) state the basis for the objection, (c) state whether the
11 Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing,
12 (d) be signed by the Settlement Class Member; (e) be submitted to the Court either by mailing
13 them to or filing them in person at any location of the court in which the Final Approval motion
14 has been filed, and (f) be filed or postmarked on or before the Response Deadline. Settlement
15 Class Members may appear at the Final Approval/Settlement Fairness Hearing in order to have
16 their objections heard by the Court. At no time shall any of the Parties or their counsel seek to
17 solicit or otherwise encourage Settlement Class Members to file or serve written objections to the
18 Settlement or appeal from the Order and Final Judgment. Class Members who submit a Request
19 for Exclusion are not entitled to object to the Settlement.

20 O. Funding and Allocation of the Gross Settlement Amount. No later than thirty (30)
21 calendar days after the Effective Date, Defendant shall provide the Gross Settlement Amount to
22 the Settlement Administrator to fund the Settlement, as set forth in this Agreement.

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

25 a) Calculation of Individual Settlement Payments. Using the Class
26 Data, the Settlement Administrator will calculate the total Compensable Workweeks for all
27 Settlement Class Members by adding the number of Compensable Workweeks for each
28 Settlement Class Member during the Class Period. The respective Compensable Workweeks for

1 each Settlement Class Member will be divided by the total Compensable Workweeks for all
2 Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
3 Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement
4 Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

5 b) Allocation. For tax purposes, Individual Settlement Payments shall
6 be allocated and treated as follows: thirty-three percent (33%) of the Net Settlement Amount shall
7 be allocated to wages, subject to applicable withholdings, to be reported on a W-2 form and sixty-
8 seven percent (67%) to penalties and interest, not subject to withholdings and reported on a 1099
9 form to be issued by the Settlement Administrator.

10 2. PAGA Settlement Award. The "PAGA Settlement Award" shall amount to
11 \$350,000.00 (Three Hundred Fifty Thousand Dollars and Zero Cents) of the Net Settlement
12 Amount and will be allocated to resolving the PAGA Claims. Seventy-five percent (75%) of the
13 PAGA Settlement Award will be paid to the LWDA and twenty-five percent (25%) will be paid to
14 PAGA Employees. The pro rata amount due to each PAGA Employee will be determined by
15 dividing his or her total weeks worked from June 19, 2019 through April 30, 2022 ("PAGA Claim
16 Period") by the total weeks worked by all PAGA Employees within the PAGA Claim Period.
17 That fraction will then be multiplied by the 25% portion of the PAGA Settlement Amount to
18 arrive at the PAGA Employee's individual settlement shares. These payments to PAGA
19 Employees shall be allocated as 100% penalties. PAGA Employees will be responsible for paying
20 any personal income taxes owed on the amounts they receive. PAGA Employees shall have no
21 right to opt out of or not participate in the PAGA Settlement.

22 3. Mailing. Individual Settlement Payments shall be mailed by regular First
23 Class U.S. Mail to Settlement Class Members' last known mailing address no later than fourteen
24 (14) calendar days after the Settlement Administrator receives the Gross Settlement Amount from
25 Defendant.

26 4. Expiration. Any checks issued to Settlement Class Members shall remain
27 valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a
28 Settlement Class Member does not cash his or her settlement check within 180 days, the uncashed

1 funds, subject to Court approval, shall be transmitted to the National Association of Minority and
2 Women Owned Law Firms.

3 5. Class Representative Enhancement. Defendant agrees not to oppose or
4 object to any application or motion by Plaintiff for a Class Representative Enhancement of up to
5 Five Thousand Dollars (\$5,000.00) to Plaintiff. The Class Representative Enhancement is in
6 exchange for the Released Claims, the General Release, and for Plaintiff's time, effort and risk in
7 bringing and prosecuting the Action. The Settlement Administrator shall pay the Class
8 Representative Enhancement to Plaintiff from the Gross Settlement Amount no later than fourteen
9 (14) calendar days after the Settlement Administrator receives the Gross Settlement Amount from
10 Defendant. Any portion of the requested Class Representative Enhancement that is not awarded
11 to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to
12 Settlement Class Members as provided in this Agreement. The Settlement Administrator shall
13 issue an IRS Form 1099-MISC to Plaintiff for his Class Representative Enhancement. Plaintiff
14 shall be solely and legally responsible to pay any and all applicable taxes on his respective Class
15 Representative Enhancement and shall hold harmless Defendant from any claim or liability for
16 taxes, penalties or interest arising as a result of the Class Representative Enhancement. The Class
17 Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement Payment
18 as a Settlement Class Member. In the event that the Court reduces or does not approve the
19 requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the
20 Settlement, and it will remain binding.

21 6. Class Counsel Award. Defendant agrees not to oppose or object to any
22 application or motion by Class Counsel for attorneys' fees not to exceed one-third (1/3) of the
23 Gross Settlement Amount (\$3,633,333.33). Additionally, Defendant shall not oppose an
24 application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess
25 of \$22,000.00 from the Gross Settlement Amount for all past and future litigation costs and
26 expenses necessary to prosecute, settle and administer the Action as supported by a declaration
27 from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and
28 costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members,

1 nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from
2 Defendant except as set forth in this Agreement. Any portion of the requested Class Counsel
3 Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall
4 be distributed to Settlement Class Members as provided in this Agreement. The Settlement
5 Administrator shall pay the Class Counsel Award to Class Counsel from the Gross Settlement
6 Amount no later than fourteen (14) calendar days after the Settlement Administrator receives the
7 Gross Settlement Amount from Defendant. Class Counsel shall be solely and legally responsible
8 to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement
9 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made
10 pursuant to this paragraph. In the event that the Court reduces or does not approve the requested
11 Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the
12 Settlement, and it will remain binding.

13 7. PAGA Payment. Three Hundred Fifty Thousand Dollars (\$350,000.00)
14 shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties
15 under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the
16 PAGA Payment, or \$262,500.00, to the California Labor and Workforce Development Agency
17 ("LWDA") no later than fourteen (14) calendar days after the Settlement Administrator receives
18 the Gross Settlement Amount from Defendant. Twenty-five (25%), or \$87,500.00, will be part of
19 the Net Settlement Amount and distributed to Settlement Class Members as described in this
20 Agreement.

21 8. Settlement Administration Costs. The Settlement Administrator shall be
22 paid for the costs of administration of the Settlement from the Gross Settlement Amount. The
23 estimate of the Settlement Administration Costs is not to exceed Eighty-Five Thousand Dollars
24 (\$85,000.00). The Settlement Administrator shall be paid the Settlement Administration Costs no
25 later than thirty (30) calendar days after Defendant provides funds to the Settlement Administrator
26 for disbursement under this Agreement.

27 9. Net Settlement Amount. The Parties estimate the amount of the Net
28 Settlement Amount as follows:

Gross Settlement Amount	\$	10,872,500.00
Class Representative Enhancement:	\$	5,000.00
Class Counsels' Fees:	\$	3,624,166.66
Class Counsels' Costs:		\$22,000.00
PAGA Payment:		\$350,000.00
		(\$262,500.00 to the LWDA and \$87,500.00 to remain in the Net Settlement)
Settlement Administration Costs:	\$	85,000.00
Net Settlement Amount	\$	6,523,833.34

P. 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 Action and the Final Judgment.

Q. 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 Enhancements, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

3. 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 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.

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

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

6 (b) Approve this Stipulation and the proposed Settlement as fair, reasonable
7 and adequate, consistent and in compliance with all applicable requirements of the applicable
8 rules of civil procedure, the California and United States Constitutions (including the Due Process
9 Clauses), and any other applicable law, and in the best interests of each of the Parties and the
10 Class Members; direct the Parties and their counsel to implement this Stipulation according to its
11 terms and provisions; and declare this Stipulation to be binding on Plaintiff and all other Class
12 Members, except those who timely and properly filed Request for Exclusions, as well as their
13 heirs, executors and administrators, successors and assigns;

14 (c) Certify the Settlement Class, for settlement purposes only, and find that an
15 ascertainable class exists and a well-defined community of interest exists in the questions of law
16 and fact involved because in the context of the Settlement: (i) there are questions of law and fact
17 common to the Class Members which, as to the Settlement and all related matters, predominate
18 over any individual questions; (ii) the claims of Plaintiff are typical of the claims of the Class
19 Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
20 Plaintiff's Attorneys have fairly and adequately represented and protected the interests of the
21 Class Members;

22 (d) Find that the Notice and notice methodology implemented pursuant to this
23 Stipulation (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
24 calculated, under the circumstances, to apprise Class Members of the pendency of the Action,
25 their right to object to or exclude themselves from the proposed Settlement and their right to
26 appear at the Final Approval/Settlement Fairness Hearing; (iii) were reasonable and constituted
27 due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all
28 applicable requirements of the applicable rules of civil procedure, the California and United

1 States Constitutions (including the Due Process Clauses), and any other applicable law;

2 (e) Find that Plaintiff and Class Counsel adequately represented the Class for
3 purposes of entering into and implementing the Settlement;

4 (f) Incorporate the Released Claims set forth in this Agreement, make the
5 Released Claims effective as of the Preliminary Approval Date and forever discharge the
6 Released Parties from any claims or liabilities arising from or related to the Action;

7 (g) Permanently bar and enjoin Plaintiff and all Class Members who have not
8 been timely and properly excluded from the Settlement Class, and any person acting on their
9 behalf, from (i) filing, commencing, prosecuting, intervening in, participating in (as class
10 members or otherwise) or receiving any benefits or other relief from, any other lawsuit, in any
11 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
12 jurisdiction based on the Released Claims;

13 (h) Authorize the Parties, without further approval from the Court, to agree to
14 and to adopt such amendments, modifications and expansions of this Agreement and all exhibits
15 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
16 Class Members under the Agreement;

17 (i) Without affecting the finality of the Final Judgment, the Court shall retain
18 continuing jurisdiction over the Actions, the Parties and the Class, as well as the administration
19 and enforcement of the Settlement. Any disputes or controversies arising with respect to the
20 interpretation, consummation, enforcement or implementation of the Settlement shall be
21 presented by motion to the Court; provided however, that nothing in this part shall restrict the
22 ability of the Parties to exercise their rights under Section P.2.a through P.2.h, above.

23 R. Option to Terminate Settlement.

24 1. Defendant's Right to Terminate. If, after the Response Deadline, the total
25 number of Class Members who submitted timely and valid Requests for Exclusion from the
26 Settlement is more than ten percent (10%) of all Class Members, Defendant shall have, in its sole
27 discretion, the option to terminate this Settlement. If Defendant exercises the option to terminate
28 this Settlement, Defendant shall: (a) provide written notice to Class Counsel within seven (7)

1 calendar days after the Response Deadline and (b) pay all Settlement Administration Costs
2 incurred up to the date or as a result of the termination; and the Parties shall proceed in all other
3 respects as if this Agreement had not been executed.

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

7 S. Motions for Preliminary and Final Approval. Class Counsel will provide an
8 opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval
9 prior to filing with the Court. The Parties and their counsel will cooperate with each other and
10 use their best efforts to effect the Court's approval of the Motions for Preliminary and Final
11 Approval of the Settlement.

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

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

To Plaintiff and the Class:

SETAREH LAW GROUP

Shaun Setareh
shaun@setarehlaw.com
William M. Pao
william@setarehlaw.com
Nolan Dilts
nolan@setarehlaw.com
9665 Wilshire Blvd., Suite 430
Beverly Hills, CA 90212
Telephone: (310) 888-7771
Facsimile: (310) 888-0109

To Defendant:

BRYAN CAVE LEIGHTON PAISNER LLP

Allison C. Eckstrom
1920 Main Street, Suite 1000
Irvine, California 92614-7276
Telephone: (949) 223-7000
Facsimile: (949) 223-7100

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

W. 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.

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

Y. 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.

Z. 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.

1 AA. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
2 and represent they are expressly authorized by the Parties whom they represent to negotiate this
3 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
4 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
5 effectuate the terms of this Agreement. The persons signing this Agreement on behalf of
6 Defendant represent and warrant that they are authorized to sign this Agreement on behalf of
7 Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that
8 he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

11 CC. California Law Governs. All terms of this Agreement and the Exhibits hereto and
12 any disputes arising hereunder shall be governed by and interpreted according to the laws of the
13 State of California.

14 DD. Counterparts. This Agreement may be executed in one or more counterparts and
15 through DocuSign or VineSign signatures. All executed counterparts and each of them shall be
16 deemed to be one and the same instrument provided that counsel for the Parties to this Agreement
17 shall exchange among themselves copies or originals of the signed counterparts.

18 EE. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
19 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
20 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
21 present and potential.

22 FF. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
23 with respect to the interpretation, implementation and enforcement of the terms of this Agreement
24 and all orders and judgments entered in connection therewith, and the Parties and their counsel
25 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and
26 enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
27 connection therewith. To the extent any Party seeks to enforce any of the terms of this
28

1 Agreement, the prevailing party in any such enforcement action shall be entitled to seek its
2 attorneys' fees and costs incurred therewith.

3 GG. Invalidity of Any Provision. Before declaring any provision of this Agreement
4 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
5 consistent with applicable precedents so as to define all provisions of this Agreement valid and
6 enforceable.

7 HH. Publicity. Defendant may disclose the terms and contents of the Settlement, as
8 required under its contractual and legal obligations. Plaintiff and Class Counsel agree not to issue
9 press releases, communicate with, or respond to any media or publication entities, publish
10 information in manner or form, whether printed or electronic, on any medium or otherwise
11 communicate, whether by print, video, recording or any other medium, with any person or entity
12 concerning the Settlement, including the fact of the Settlement, its terms or contents and the
13 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
14 terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel
15 from discussing the Settlement, the fact of Settlement, and its terms and conditions with Class
16 Members, or from filing all necessary motions and supporting memoranda related to preliminary
17 and final approval of the Settlement. Class Counsel and counsel for Defendant shall not place
18 notice of the Settlement on their respective websites. This provision does not limit Class Counsel
19 from complying with ethical obligations or from posting court-filed documents on their website
20 without commentary for viewing by Class Members.

21 II. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not
22 currently intend to pursue any unalleged claims against Defendant, including, but not limited to,
23 any and all claims relating to or arising from Plaintiff's employment with Defendant, and that
24 Class Counsel is not currently aware of any facts or legal theories upon which any claims or
25 causes of action could be brought against Defendant. The Parties further acknowledge,
26 understand, and agree that this representation is essential to the Agreement and that this
27 Agreement would not have been entered into were it not for this representation.

1 JJ. Enforcement Actions. Notwithstanding any other provision in this Agreement to
2 the contrary, in the event that one or more of the Parties institute any legal action or other
3 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
4 declare rights and/or obligations under this Settlement, the successful Party or Parties will be
5 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
6 including expert witness fees incurred, in connection with any enforcement actions.

7 KK. Waiver of Certain Appeals. With the exception of the Class Representative
8 Enhancements and Class Counsel Award, the Parties agree to waive any and all rights to appeal,
9 this waiver being contingent upon the Court entering the Final Judgment. This waiver includes
10 waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not
11 limited to, motions for relief from judgment and motions to amend or alter the judgment.

12 LL. No Admissions. Plaintiff has claimed and continues to claim that the Released
13 Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and
14 continues to claim that the Released Claims have no merit and do not give rise to liability. This
15 Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no
16 documents referred to herein and no action taken to carry out this Agreement may be construed or
17 used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or
18 lack thereof of the claims asserted.

19 MM. Return of All Documents Produced by Defendant. Plaintiff and Class Counsel
20 agree to return or destroy all confidential documents and electronic information produced by
21 Defendant in the Action within thirty (30) days after the entry of the Final Judgment by the Court.

22
23 Dated: 06/15/2022, 2022

PLAINTIFF

24
25 By: 
26 KENNETH PRESIDENT
27
28

1 Dated: 6-15, 2022

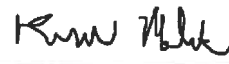
SETAREH LAW GROUP

By: 

Shaun Setareh
William M. Pao
Nolan Dilts
Class Counsel and Counsel for
Plaintiff Kenneth President

8 Dated: June 10, 2022

DEFENDANT WALGREEN CO.

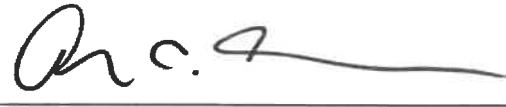
By: 

Name:

Title:

13 Dated: June 15, 2022

**BRYAN CAVE LEIGHTON PAISNER
LLP**

By: 

Allison C. Eckstrom
Attorneys for Defendant
Walgreen Co.